Hillsdale County Road Commission
1919 Hudson Road (M-99) • Hillsdale, MI 49242
517.437.4458 (main) • 517.437.0048 (fax)
hillsdale@hillsdalecrc.org

Heather Boyd
Managing Director

Kathryn Kirkpatrick
Director of Finance & HR

HILLSDALE COUNTY ROAD COMMISSION
REQUEST FOR BIDS

HILLSDALE COUNTY ADMINISTRATIVE OFFICE,
1919 HUDSON ROAD, HILLSDALE, MI. 49242
(517) 437-4458

ISSUE DATE: ***TUESDAY, SEPTEMBER 29, 2026***

DUE DATE: ***THURSDAY, NOVEMBER 12, 2026; 10:15AM***

PROJECT: ***TACK & HOT MIX ASPHALT RFB #111-26***

This Request for Bids with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed bid, shall constitute a contract between the Hillsdale County Road Commission (HCRC) and the successful and most responsible bidder, as determined by the Commission when approved and accepted by the Commission. HCRC officially posts bid documents online at www.hillsdalecrc.org and it will be the bidder's responsibility to monitor for any addendums or amendments to this solicitation.

BIDDER INFORMATION AND ACCEPTANCE

1. The undersigned declares that the bid documents, including, without limitation, any RFB Addenda and Exhibits have been read.

2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, terms & conditions of the bid documents of **RFB #111-26 Tack & Hot Mix Asphalt**.

3. The undersigned has reviewed the bid documents and fully understands the requirements in this bid including, but not limited to, the requirements under the HCRC Provisions, and that each bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to the HCRC, and agrees that its bid, if accepted by the HCRC, will be the basis for the bidder to enter into a contract with the HCRC in accordance with the intent of the bid documents.

4. The undersigned acknowledges receipt and acceptance of all addenda.

Robert Godfrey Chairman | **Gary Leininger** Vice-Chairman | **Kathleen Schmitt** Member | **Michael Parney** Member | **Mark Kline** Member

5. The undersigned acknowledges that bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFB and associated bid documents.

6. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a bid, the bidder certifies that if awarded a contract they will make no claim against the HCRC based upon ignorance of conditions or misunderstanding of the specifications.

7. Patent indemnity: Vendors who do business with the HCRC shall hold the Commission, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 BID SUBMISSION:

Potential bidders should contact the following if they have questions regarding their bid submission:

Heather Boyd, Managing Director
heatherb@hillsdalecrc.org

1.2 CIVIL RIGHTS COMPLIANCE

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 et seq. of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 et seq. of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for 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 handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

1.3 LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

1.3.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

REGISTRATION NUMBER: _____

1.3.2 A PARTNERSHIP doing business under the firm name of:

All the members of which are as follows:

NAME_____

ADDRESS_____

REGISTRATION NUMBER: _____

1.3.3 A CORPORATION duly organized and doing business under the laws of the

State of _____

REGISTRATION NUMBER: _____

1.4 INSTRUCTIONS FOR EXECUTING CONTRACT

1.4.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such an individual. If signed by anyone other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual.

1.4.2 If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Attorney evidencing the signer's or signers' authority to sign such contract for and on behalf of the partnership.

1.4.3 If the bidder is a CORPORATION, the Certificate of Authorization for Contract Execution (attached) shall be completed in full.

1.5 INDEMNIFICATION AND HOLD HARMLESS

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the Hillsdale County Road Commission, their elected and appointed officials, employees, and volunteers, and others working on behalf of the Hillsdale County Road Commission against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the Hillsdale County Road Commission, their elected and appointed officials, employees and volunteers, and others working on behalf of the HCRC by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by the HCRC, their elected and appointed officials, employees, and volunteers, and others working on their behalf.

1.6 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's bid shall be construed, expressly or by implication as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of either party to insist upon the strict performance of the contract.

1.7 WARRANTIES

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the HCRC, shall not alter or affect the obligations of the Contractor or the rights of the HCRC under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 TAXES

Except as may be otherwise provided in the RFB, the HCRC is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if requested.

1.9 GRATUITIES

The HCRC may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor or any agent or representative of the Contractor, to any officer or employee of the HCRC amending, or making any determinations with respect to the performing of such contract.

1.10 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

By submission of a bid, the prospective contractor certifies that in connection with the bid:

1.10.1 The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.

1.10.2 The service cost quoted in the bid has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

1.10.3 No attempt has been made or will be made to induce other individuals or firms to submit or not submit a bid.

1.10.4 Each person signing the bid certifies that they are authorized to bind the contractor to its provisions.

1.11 DISCLOSURE

1.11.1 All information in bids received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.

1.11.2 If a person believes that any portion of a bid, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Road Commission should be so advised in writing (price is not confidential and will not be withheld). The HCRC shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information.

1.12 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the HCRC may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original bid. Best and final offers may be requested from each of the finalists, or after careful consideration, the offeror that gives the most advantageous bid may be

recommended for the award. In the event only one bid is received, the HCRC may require that the offeror submit a cost bid in sufficient detail for the HCRC to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Road Commission to the offeror whose bid is most advantageous to the HCRC.

1.13 CONTRACT

The contract shall be based upon the Request for Bid issued by the HCRC and the offer submitted by the Contractor in response to the Request for Bid. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Bid. HCRC reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the HCRC, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the HCRC and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreements in any form.

1.14 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the HCRC, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFB), all documents necessary to the successful execution of the contract.

1.14.1 The contract will be awarded to the most responsible bidder whose bid conforms to this solicitation will be most advantageous to the HCRC, price and other factors considered.

1.14.2 HCRC reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids or bid procedures, and to accept any bid determined by the HCRC to be in the best interests of the HCRC, even though not the lowest bid.

1.14.3 HCRC reserves the right to postpone the bid opening for their own convenience.

1.14.4 HCRC reserves the right to reissue the request for bid.

1.14.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the Hillsdale County Road Commission. The HCRC reserves the right to obtain like goods or services from another source when necessary.

1.15 ECONOMIC SANCTIONS

The undersigned, acting either individually or as a duly authorized representative of the entity submitting the enclosed bid hereby verifies that there is not an Iran linked business which is defined as follows in the Iran economic Sanctions Act, Public Act 517 of 2012, MCL 129.311, et. seq.: (i) A person engaging in investment activities in the energy sector of Iran, including a person that

provides oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran and/or (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

1.16 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bids. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's bid, the HCRC will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

1.17 FAIR EMPLOYMENT PRACTICES

Any vendor engaged in this contract shall conform to Public Act 453, 1976, as amended, "Michigan Civil Rights Act", the Civil Rights Act of 1964, the Equal Opportunity Employment Act of 1973 inclusive of subsequent amendments and the Federal Rehabilitation Act of 1973, Section 504.

1.18 DISADVANTAGED BUSINESS ENTERPRISE

Disadvantaged Business Enterprises (minority or woman owned businesses) 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, creed, sex or national origin in consideration for an award. It is the policy of the HCRC that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of HCRC contracts to an extent practical and consistent with the efficient performance of the contract.

1.19 FEDERAL, STATE, LOCAL LAWS

All respondents will comply with all Federal, State and Local laws, ordinances, rules and regulations related to conducting business with Hillsdale County, Michigan performing the prescribed service. Ignorance on the part of the respondent shall not, in any way, relieve the respondent from responsibility for compliance with said laws and regulations or any of the provisions of these documents.

1.20 SOLICITATION CANCELLATION

An RFB may be cancelled, or any or all bids may be rejected in whole or in part, when it is in the best interest of the HCRC in accordance with regulations.

1.21 CONTENTS OF BID

Bids shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for bid. Vendor bids should include the following:

1.21.1 Pricing - Attachment A *(pricing sheet, fully completed & signed)*

1.21.2 References

1.21.2.1 Provide at least three (3) references for companies or relatively local road departments for which you have provided of the types requested in the RFB. Include the type of product or services supplied, as well as a contact name and corresponding phone number or email address.

1.21.3 Qualifications of Firm - Briefly describe firm

1.21.4 Attachment B (*Legal Status of Bidder*) *(ref. Sec. 1.3)*

1.21.5 Attachment C (*Non-Collusion Affidavit*)

1.21.6 Attachment D (*Certificate of Authorization for Contract Execution*)

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF BIDS

2.1.1 Submit your bid to the Hillsdale County Road Commission via SEALED BID to: Hillsdale County Road Commission, 1919 Hudson Road (M-99), Hillsdale, MI. 49242, not later than 10:15 a.m. on November 12, 2026. The Hillsdale County Road Commission has no obligation to consider any bid that is not timely received. Note: Timely delivery is regarded as being at the time and date that the sealed bid package arrives at the Hillsdale County Road Commission.

The material should be in sequence and related to the RFB. The HCRC will not provide any reimbursement for the cost of developing or presenting bids in response to this RFB. Failure to include the requested information may have a negative impact on the evaluation of the offeror's bid. Emphasis should be on completeness and clarity of content.

2.1.2 To be considered, bidders must submit a complete response to this RFB. No other distribution of RFB is to be made by this bidder. The bid must be signed by an official authorized to bind the contractor to its provisions.

2.2 PREPARATION OF BIDS

2.2.1 The bids shall be legibly prepared in either ink or typed.

2.2.2 Should the bidder find it necessary to alter the bid, such alterations shall be crossed out with ink, and the correction entered. All alterations and/or corrections must also be initialed in ink and dated by the bidder.

2.2.3 The bid shall be legally signed and the complete address of the bidder provided thereon.

2.3 ACCEPTANCE OF RFB CONTENT

It is the responsibility of all offerors to examine the entire Request for Bid package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a bid confers no right of withdrawal after due time and date. The contents of this RFB and the bidder's bid will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

2.4 INQUIRIES

2.4.1 Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Bid (RFB) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their bid. Any information given to a prospective bidder concerning the RFB will be furnished to all prospective bidders as an amendment or an addendum to the RFB if such information would be of significance to uninformed bidders. The Hillsdale County Road Commission shall make the sole determination as to the significance of the

information. Oral explanation or instructions given before the award of the contract shall not be binding.

2.4.2 Questions that arise as a result of this RFB should be submitted via email at: heatherb@hillsdalecrc.org
Questions are due by, ***MONDAY, NOVEMBER 2, 2026 @ 3:00 PM.***
Questions and replies to questions submitted by Vendors will be published on the HCRC website at: www.hillsdalecrc.org and will be made available to all vendors for this RFB.

2.4.3 All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFB.

2.5 RESPONSIVE BID

2.5.1 All pages and documents and the information requested herein must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. The HCRC reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids or bid procedures, and to accept any bid determined by the HCRC to be in the best interests of the HCRC, even though not the lowest bid.

2.5.2 Bidder's response must arrive at the Hillsdale County Road Commission on or before the date and time specified on the first page of this RFB. Bidders are responsible for the timely receipt by the Hillsdale County Road Commission of their bid not withstanding delays.

2.6 BID EVALUATION CRITERIA

2.6.1 It is the intent of the Hillsdale County Road Commission to conduct a comprehensive, fair and impartial evaluation of the bids received in response to this Request for Bid. The selected bid will be that response deemed most advantageous to the Hillsdale County Road Commission, based on the following criteria:

2.6.2 Pricing

2.6.3 References

2.6.4 Qualifications of Firm

2.7 SPECIAL CONDITIONS

2.7.1 Quantity Commitment

2.7.1.1 Nothing herein is a guarantee of purchase; any and all purchases shall be made at the sole discretion of the Hillsdale County Road Commission, unless otherwise stated. The Hillsdale County Road Commission shall be obligated only to purchase the specific quantity that it commits to purchasing in writing as set forth herein, subject to any limitations set forth herein.

2.7.2 Informed Bidders

2.7.2.1 Before submitting bids, bidders must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the bidder's own risk and they cannot secure relief on the plea of error.

2.7.2.2 Contractors shall investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. Failure upon the part of the contractor to investigate or inspect will not be grounds for additional compensation under the contract and shall be the Contractor's responsibility to address to each HCRC's satisfaction.

2.7.2.3 Submission of a bid will be construed as conclusive presumption that the contractor is thoroughly familiar with the bid requirements and specifications and that they understand and agree to abide by each and all of the stipulations and requirements contained therein.

2.7.3 Availability of Material

2.7.3.1 The Hillsdale County Road Commission assumes no responsibility for the availability of any materials, equipment, nor components required under the contract. The Contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work furnished under this contract.

2.7.4 MDOT Standards

2.7.4.1 Materials, equipment, components, or completed work not complying with the most current Michigan Department of Transportation (MDOT) Standard Specifications and/or as specified within this bid may be rejected by the HCRC and shall be replaced by the Contractor at no cost to the Hillsdale County Road Commission.

2.7.5 Material Safety Data Sheets

2.7.5.1 Material Safety Data Sheets (MSDS) must be submitted by Contractor with any bid for a product or service that requires the use of a product that is required to have a Material Safety Data Sheet.

2.8 LATE BIDS

2.8.1 Any bid received after the date and time specified will not be considered.

2.9 ALTERNATE BIDS

2.9.1 Bidders are cautioned that any alternate bid, unless specifically requested; or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFB, may be considered non-responsive and at the option of the HCRC, may result in the rejection of the bid. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid. Each exception must be clearly defined and referenced to the proper paragraph in this RFB. The exception shall include, at a minimum, the bidders' proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted the HCRC will assume the vendor agrees.

2.10 WITHDRAWAL OF BID

2.10.1 Bids may be withdrawn prior to the exact time set for receipt of bids in person by a bidder or the bidder's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid documents.

2.11 FREEDOM OF INFORMATION ACT

2.11.1 This contract and all information submitted to Hillsdale County Road Commission by the contractor and proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

2.11.2 The Hillsdale County Road Commission shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The bidder(s) must specifically label only those provisions of the bid, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the bid as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

2.11.3 By submitting a response to this RFB, the bidder shall be deemed to have agreed to indemnify and hold harmless the Hillsdale County Road Commission for any liability arising from or in connection with the Hillsdale County Road Commission's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the bidder's response to this RFB which has been marked "Trade Secret," "Confidential," or "Proprietary."

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SPECIFICATIONS

Hillsdale County Road Commission is accepting bids for tack and hot mix asphalt. The length of the proposed contract will be for one (1) year, with an option for a one (1) year extension. Bid prices shall remain firm for the course of this contract. The most responsive bid shall include the following specifications and requirements:

3.2 SPECIFICATIONS:

The work shall consist of supplying tack for pickup and furnishing and hauling hot mix asphalt. The placement of hot mix asphalt will be performed by the road commission.

3.2.1 Work Methods and Procedures

3.2.1.1 The Tack required shall be seal grade asphalt emulsion according to current Michigan Department of Transportation specifications. The estimated quantity required is 10,000 gallons, but an increase or decrease in this quantity will not be justification for a change in unit price. Submit bids in per gallon pricing.

3.2.1.2 The successful bidder will be required to furnish a manufacturer's certification that the asphalt emulsion meets or exceeds current MDOT specifications. In addition, the road commission may pull random samples of the asphalt emulsion upon delivery to be analyzed by an independent laboratory to verify that the emulsion meets MDOT specifications. This testing will be done at road commission expense.

3.2.1.3 Hot mix asphalts shall be mixed according to section 501 of the 2020 MDOT specifications modified as follows: All mixes shall contain a minimum of 5.5% asphalt cement. The asphalt cement shall be performance grade 58-28. The successful bidder(s) shall furnish mix designs for our approval and use when testing the asphalt. The mix designs shall fall within the MDOT Master Gradation Range. Submit quotations on a unit price per English ton F.O.B. your plant for all of the following MDOT mixtures or other county approved mixtures: Mix No. 13A and Mix No. 36A. We will probably use the finer 36A for skip patches and the coarser 13A for small paving jobs. Ohio bidders may use their ODOT material specifications for their different mixes.

3.2.1.4 Hot mix asphalt will be delivered to individual job sites throughout the county as needed during the normal paving season whenever your plant is in operation. The road commission will phone the bidder at least one day prior to dispatching trucks to coordinate the quantity and type of material desired. Estimated quantity of hot mix asphalt to be purchased for skip patching prior to sealcoating is 10,000 to 12,000 tons with a usage of 500 to 600 tons per day.

3.3 PRICE

3.3.1 Pricing as submitted by bidders on Attachment A shall be for the entire 2027 paving season.

3.3.2 The Contractor shall provide all applicable asphalt material hauling charges at the same time the corresponding asphalt material invoice is submitted for payment. Hauling charges shall be itemized and clearly identify the quantity of asphalt hauled and total hauling cost.

Hauling charges submitted after the corresponding asphalt material invoice has been processed may not be considered for payment. The Contractor shall provide sufficient documentation to substantiate all hauling charges upon request by the Road Commission.

3.4 AWARD OF BID

3.4.1 Bids for our season's requirements of tack and hot mix asphalt may be awarded to one bidder, several bidders, or all bidders. If the bids are awarded to several or all bidders, the road commission would then choose the plant that is the most economical in material cost and hauling distance to the particular job being performed. Unit prices will govern regardless of increase or decrease in quantities. We will not guarantee a minimum quantity to be ordered.

3.4 RFB #111-26 TACK & HOT MIX ASPHALT TIMETABLE

Issue Date RFB:	Tuesday, September 29, 2026
Questions Due:	Monday, November 2, 2026 @ 3:00 PM
Response to Questions Due:	Monday, November 9, 2026
Bid Due Date:	Thursday, November 12, 2026 @ 10:15 AM
Bid Opening:	Thursday, November 12, 2026 @ 10:15AM
Recommendation to Board:	Thursday, November 12, 2026

3.5 BID REVIEW PROCESS

All bids received by the deadline will be reviewed and evaluated by the Managing Director and the Hillsdale County Board of Road Commissioners. The RFB will be selected using the Bid Evaluation Criteria *(Sec 2.6)* as a basis for making the award. Final funding recommendations will be made to the Hillsdale County Board of Road Commissioners for approval. Refer to the Bid Timetable *(Sec. 3.4)* for specific meeting dates.

BIDDERS ARE CAUTIONED THAT BID RESPONSES CONTAINING LESS THAN THESE REQUIREMENTS MAY BE DEEMED AS NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION BY THE HILLSDALE COUNTY ROAD COMMISSION.

LATE BID PACKETS WILL NOT BE CONSIDERED.

ATTACHMENT A
BID SHEET

TACK & HOT MIX ASPHALT; RFB#111-26
HILLSDALE COUNTY ROAD COMMISSION

The undersigned hereby proposes to supply tack and furnish hot mix asphalt as specified in the road commission's bid specifications for the following bid prices per ton:

TACK FOB Plant

LTBC-2	$_____ PRICE PER GALLON
SS-1H	$_____ PRICE PER GALLON
ALTERNATE	$_____ PRICE PER GALLON

This bid is firm if accepted within: _____ days.

Payment terms: _____

Michigan Hot Mixes:

Type	FOB Plant
13A	$ _____ Per Ton
36A	$ _____ Per Ton
Alt Mix	$ _____ Per Ton
Alt Mix	$ _____ Per Ton

Ohio Hot Mixes:

Type	FOB Plant
301 Base	$ _____ Per Ton
448-2 Interned.	$ _____ Per Ton
448-1 Surface	$ _____ Per Ton
Alt Mix	$ _____ Per Ton
Alt Mix	$ _____ Per Ton

Location of hot mix plant:

_____

Hot mix prices firm until: _____

Please submit the following bid prices for delivering HMA to these areas of Hillsdale County:

	13A	36A	OH-301	OH-448-2	OH-448-1
NW quadrant	_____	_____	_____	_____	_____
NE quadrant	_____	_____	_____	_____	_____
SW quadrant	_____	_____	_____	_____	_____
SE quadrant	_____	_____	_____	_____	_____

Hauling Costs $ _____ Per Ton or Alternate Terms $ _____

Name of bidder's company:

_____

Company address:

_____

Authorized signature: _____ Title: _____

Printed Name:_____

Telephone: _____

Date: _____

ATTACHMENT B
EQUIPMENT LIST

Provide a list of equipment you will be using

ATTACHMENT C

LEGAL STATUS OF BIDDER

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

An INDIVIDUAL whose signature is affixed to this contract doing business under the name:

_____

EMPLOYEE IDENTIFICATION NUMBER (EIN): _____

A PARTNERSHIP doing business under the firm name of:

_____

All the members of which are as follows:

NAME _____

ADDRESS _____

EMPLOYEE IDENTIFICATION NUMBER (EIN): _____

CORPORATION duly organized and doing business under the laws of the State of:

_____

EMPLOYEE IDENTIFICATION NUMBER (EIN): _____

ATTACHMENT D

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder or with any public officer of such County of Hillsdale, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give to such other bidder or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder or bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bid, that no inducement of any form or character other than that which appears on the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

COMPANY: _____

BY: _____
(signature)

NAME: _____
(type or print)

TITLE: _____

DATE: _____

ATTACHMENT E

CERTIFICATE OF AUTHORIZATION FOR CONTRACT EXECUTION

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing bid. Before executing, please note the last paragraph of this certificate.

****

I, _____certify that I am the _____ of
(Official Corporate Title)
the corporation named contractor herein: that _____ who signed the

foregoing bid on behalf of said corporation was then_____of said

corporation: that said bid was duly signed on behalf of said corporation by authority of

its governing body and is within the scope of its corporate powers.

SIGNED:_____

TITLE: _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

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In lieu of the foregoing certificate, there may be attached to the bid a copy of that portion of the corporation records as will show the official corporate character and authority of the officer signing. Such a copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.