



Hillsdale County Road Commission

1919 Hudson Road (M-99) • Hillsdale, MI 49242

517.437.4458 (main) • 517.437.0048 (fax)

hillsdale@hillsdalecrc.org

Robert Griffis
Manager

Kathryn Kirkpatrick
Clerk

HILLSDALE COUNTY ROAD COMMISSION REQUEST FOR BIDS

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

ISSUE DATE: *FRIDAY, OCTOBER 31, 2025*

DUE DATE: *THURSDAY, DECEMBER 11, 2025; 10:45 AM*

PROJECT: *ASPHALT EMULSION RFB #123-25*

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 and the successful and most responsible bidder, as determined by the Commission when approved and accepted by the Commission. The County 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, and conditions of the bid documents of **RFB #123-25** Asphalt Emulsion.
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 County Provisions, and that each bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to the County, and agrees that its bid, if accepted by the County, will be the basis for the bidder to enter into a contract with the County 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. If selected for award, the following certifications will be required before work commences:
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
6. 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.
7. 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 County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Hillsdale, 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.
9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Hillsdale, which meets the minimum insurance requirements, as stated in the terms and conditions.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 BID SUBMISSION:

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

Robert Griffis, Manager
bobg@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 Hillsdale County, their elected and appointed officials, employees and volunteers, and others working on behalf of Hillsdale County 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 County, 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 County, shall not alter or affect the obligations of the Contractor or the rights of the County under the foregoing warranties. Additional warranty requirements may be set forth in this document.

1.8 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until they have obtained the insurance required under this paragraph and provided copies to the Hillsdale County Road Commission. All coverages shall be with insurance companies licensed and admitted to performing business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the Hillsdale County Road Commission.

1.8.1 Workers' Compensation Insurance

- 1.8.1.1 The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

1.8.2 Commercial General Liability Insurance

- 1.8.2.1 The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000 per occurrence** and **\$2,000,000 aggregate**. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

1.8.3 Motor Vehicle Liability

- 1.8.3.1 The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than **\$1,000,000 per occurrence combined single limit**, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

1.8.4 Additional Insured

- 1.8.4.1 Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be ***Additional Insureds***: Hillsdale County Road Commission, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.

1.8.5 Cancellation Notice

1.8.5.1 Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: (Hillsdale County Road Commission, 1919 Hudson Road (M-99), Hillsdale, MI 49242).

1.8.6 If any of the above coverage expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the Hillsdale County Road Commission at least ten (10) days prior to the expiration date. Include current certificates of insurance with your bid. The successful contractor may be required to have the County and those individuals identified in paragraph 1.8.4 added as additional insureds to their insurance policy.

1.8.7 Accident Liability

1.8.7.1 The contractor shall at all times exercise extreme care and shall assume all legal liability for damages both to property and to persons resulting from any accident which may occur as a result of the work performed under this contract. The contractor shall save harmless and indemnify the County for damages arising out of and during the progress of the work performed under this contract and as additionally insured, pursuant to *Sec. 1.8.4*

1.9 TAXES

Except as may be otherwise provided in the RFB, the County 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.

1.10 GRATUITIES

The County 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 County amending, or making any determinations with respect to the performing of such contract.

1.11 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

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

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

1.11.2 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.

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

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

1.12 DISCLOSURE

1.12.1 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.

1.12.2 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 County 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.

1.13 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, the County 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 County may require that the offeror submit a cost bid in sufficient detail for the County 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 County.

1.14 CONTRACT

The contract shall be based upon the Request for Bid issued by the County 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. The County 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 County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the County 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.

1.15 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the County, 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.

1.15.1 The contract will be awarded to the most responsible bidder whose bid conforming to this solicitation will be most advantageous to the County, price and other factors considered.

1.15.2 The County 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 County to be in the best interests of the County, even though not the lowest bid.

1.15.3 The County reserves the right to postpone the bid opening for their own convenience.

1.15.4 The County reserves the right to reissue the request for bid.

1.15.5 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 County reserves the right to obtain like goods or services from another source when necessary.

1.16 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the bid whether or not parts of the contract are subcontracted. Further, the County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide a complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

1.17 INDEPENDENT CONTRACTOR

1.17.1 It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.

1.17.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by the County, and that such days do not accumulate for the use of same at a later date.

1.17.3 The County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from a County payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

1.18 ECONOMIC SANCTIONS

The undersigned, acting either individually or as a duly authorized representative of the entity submitting the enclosed bid hereby verifies that their 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.

1.19 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Hillsdale County Road Commission.

1.20 SUBCONTRACTS

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the effected County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. The County shall not unreasonably withhold approval and shall notify the Contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.21 ASSIGNMENT - DELEGATION

No right or interest in this contract shall be assigned by the contractor without prior written permission of the County, and no delegation of any duty of Contractor shall be made without prior written permission of the County. The County shall not unreasonably withhold approval and shall notify the contractor of the County's position within 15 days of receipt of written notice by the Contractor.

1.22 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFB shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of

material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.23 LENGTH OF CONTRACT

The term of the contract shall be for a one (1) year with the option of a one (1) year extension if agreed upon by both parties. The County reserves the right to delay the commencement of this contract for the purpose of allowing the County and/or the Contractor sufficient time to make the proper preparations and acclimation in anticipation of providing the services as referenced herein.

1.24 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for: a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their contract. In case of default by the contractor, the County may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby.

The contractor or the County may terminate this agreement with a 120-day written notification to the other party. In the event the County no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, the County may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

1.25 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 County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

1.26 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.

1.27 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 County that disadvantaged business enterprises and minority business enterprises have an opportunity to participate at all levels of contracting in the performance of County contracts to an extent practical and consistent with the efficient performance of the contract.

1.28 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.

1.29 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 County in accordance with regulations.

1.30 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:

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

1.30.2 References

1.30.2.1 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.

1.30.3 Qualifications of Firm - Briefly describe firm

1.30.4 Attachment B (*Equipment List*) - List of Equipment your company currently owns that will be used on this contract

1.30.5 Attachment C (*Legal Status of Bidder*) (*ref. Sec. 1.3*)

1.30.6 Attachment D (*Non-Collusion Affidavit*)

1.30.7 Attachment E (*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 10:45 a.m. on December 11, 2025. The Hillsdale County Road Commission has no obligation to consider any bid that is not timely received. Note: Timely delivery is regarded as to 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 County 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.

Applicants are responsible for assuring that the following identifying information appears on the outermost packaging of bid package: **"RFB #123-25"**.

- 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. Bids must remain valid for at least ninety (90) days from the opening date.

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 to: bobg@hillsdalecrc.org Questions are due by **MONDAY, DECEMBER 1, 2025 at 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.

2.5 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 County 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 County to be in the best interests of the County, even though not the lowest bid. **Bids shall remain vital for ninety (90) days from opening.**
- 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 notwithstanding 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:
- 2.6.1.1 Pricing
 - 2.6.1.2 References
 - 2.6.1.3 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 County'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 Right to Inspect

- 2.7.3.1 The Hillsdale County Road Commission shall have the right to inspect any material and equipment to be used in carrying out the terms of this contract. The Hillsdale County Road Commission shall not be held responsible for any damage to the contractor's equipment

2.7.4 Availability of Material

- 2.7.4.1 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.

2.7.5 MDOT Standards

- 2.7.5.1 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 County and shall be replaced by the Contractor at no cost to the Hillsdale County Road Commission.

2.7.6 Safety Data Sheets

2.7.6.1 Safety Data Sheets (SDS) 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 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 County, 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 County will assume the vendor is in agreement.

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 have been marked "Trade Secret," "Confidential," or "Proprietary."

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SPECIFICATIONS

Hillsdale County Road Commission is accepting bids for asphalt emulsion. 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 and delivering our 2026 season's requirements of asphalt emulsion as specified.

3.2.1 Work Methods and Procedures

- 3.2.1.1 The asphalt emulsions required shall be seal grade asphalt emulsion according to current Michigan Department of Transportation specifications. The estimated quantity required is 250,000 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 for the following types of asphalt emulsions: CRS-2M, HFRS-2, HFRS-2M, SS-1H and an acceptable fog seal emulsion. It is anticipated that most of our orders will be for CRS-2M delivered at 180 degrees Fahrenheit, plus or minus 10 degrees Fahrenheit.
- 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 Please note the following free unloading time. The quoted unit price shall include tanker truck delivery to any requested location in Hillsdale County and include a minimum of four hours free unloading time for tanker loads of 6,000 gallons up to 8,999 gallons, and six hours for loads of 9,000 gallons or more, or the bidder shall state your allowable free unloading time and demurrage charges.
- 3.2.1.4 In the event we experience delivery delays of an hour or more or lack of proper temperature, the road commission reserves the right to bill the supplier for our downtime (crew & equipment).

3.3 PRICE

3.3.1 Bid prices shall be firm for as long as possible, at least through December 31, 2026. Please state the length of time your bid price is firm. Please be advised that the unit prices bid shall not be subject to increase or decrease due to fluctuations in the price of asphalt cement.

3.4 RFB #123-25 ASPHALT EMULSION TIMETABLE

Issue Date RFB:	Friday, October 31, 2025
Questions Due:	Monday, December 1, 2025 @ 3:00 PM
Response to Questions Due:	Monday, December 8, 2025
Bids Due Date:	Thursday, December 11, 2025 @ 10:45 AM
Bid Opening:	Thursday, December 11, 2025 @ 10:45 AM
Recommendation to Board:	Thursday, December 11, 2025

3.5 BID REVIEW PROCESS

All bids received by the deadline will be reviewed and evaluated by a RFB Review Committee consisting of Hillsdale County Road Commission management staff. The RFB Review Committee will use the Bid Evaluation Criteria (*Sec 2.6*) as a basis for making recommendations. 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 THAT CONTAIN LESS THAN THESE REQUIREMENTS MAY BE DEEMED AS NON-RESPONSIVE AND ELIMINATED FROM FURTHER CONSIDERATION BY THE COUNTY.

LATE BID PACKETS WILL NOT BE CONSIDERED.

ATTACHMENT A
BID SHEET

ASPHALT EMULSION; RFB#123-25
HILLSDALE COUNTY ROAD COMMISSION

PRODUCT	PRICE PER GALLON
CRS-2M	
HFRS -2	
HFRS -2M	
SS-1H	
MS-OP	
FOG SEAL CSS-1H DILUTE	
FOG SEAL CQSEA	

ACCEPTED & PAYMENT

TERMS: _____

BIDDERS COMPANY'S NAME:

ADDRESS:

_____	_____	_____	_____
Street	City	State	Zip

PHONE NUMBER:

SIGNATURE:

PRINTED NAME:

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
the corporation named contractor herein: that _____ (Official Corporate Title)
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

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.