

Request for Proposal (RFP)
For
Gravel Crushing ¾" Dense Aggregate
2014 Construction Season

Posting Date:
January 8, 2014



Response Deadline:
January 29, 2014
3:00 p.m. Central Standard Time (CST)

To:
Raymond G Palonen, Highway Commissioner
Marinette County Highway Department
501 Pine Street
Peshtigo, WI 54157

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I. BACKGROUND

Marinette County is requesting proposals for gravel crushing for the 2014 construction season.

Notwithstanding any other provisions of the RFP, Marinette County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Marinette County or its taxpayers.

It is further within the right of Marinette County to reject proposals that do not contain all elements and information requested in this document.

Marinette County shall not be liable for any losses incurred by the vendor making the proposal throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole to the vendor. Any proposal received will become the property of Marinette County and a matter of public record. Any proprietary material or information should be marked and submitted as a supplement to the proposal to allow the County to protect the information as warranted.

II. TENTATIVE PROJECT TIMELINE

RFP posted by 4:30 p.m.	January 8, 2014
RFP questions due by 3:00 p.m.	January 15, 2014
RFP questions answered by 4:30 p.m.	January 22, 2014
RFP responses due from potential vendors by 3:00 p.m.	January 29, 2014

III. RFP DUE DATE

Proposals shall be submitted to the Marinette County Highway Commissioner by no later than **3:00 p.m. central time on Wednesday, January 29, 2014**. Proposals shall be clearly labeled **Gravel Crushing** and submitted to the location/address listed below.

Delivery Address for Hand Delivery, USPS, UPS, DHL, Fed X:

Raymond G Palonen, Highway Commissioner
Marinette County Highway Department
501 Pine Street
Peshtigo, WI 54157

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered.

IV. RFP QUESTIONS

All questions related to this RFP must be submitted not later than 3:00 p.m. CST, January 15, 2014, via e-mail to rpalonen@marinettecounty.com. Clearly mark the e-mail "**Questions for Gravel Crushing**." Phone call or faxed questions will not be accepted.

Answers to questions will be posted in the form of an addendum to the RFP and placed on the Marinette County website <http://www.marinettecounty.com> on January 22,

2014, not later than 4:30 p.m. CST. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website may be made to (715) 732-7419.

V. RFP SUBMISSION REQUIREMENTS

The proposal shall be sealed and labeled with the following information:

- Name of Vendor
- Address
- Contact Person
- Telephone and Facsimile Number
- E-mail Address

One original response and one copy are required to be submitted.

The proposal must include the following:

- Attachment A, Gravel Crushing Tabulation Sheet
- Attachment B, Statement of Understanding
- Attachment C, Addendum Sheet, if applicable

Upon award of the contract, the selected vendor will be required to submit a federal W-9 Form and payment address to Marinette County. Vendors previously established with the county may have this requirement waived.

The proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

VI. SCOPE OF SERVICES

Marinette County is soliciting proposals for ¾" dense aggregate gravel crushing for the 2014 construction season in accordance with the quantities listed on Attachment A.

VII. SPECIAL PROVISIONS

It is the understanding of Marinette County that the purchase of gravel crushing from a commercial supplier will not require the use of prevailing wage rates. If it is determined by any State or Federal Agency that prevailing wage rates are required; the vendor may request an adjustment of unit prices. The adjustment must be approved by Marinette County.

All proposal prices provided shall remain in effect without adjustment until October 31, 2014.

Sampling

Contractor's Quality Control. All sampling shall be the Contractor's responsibility. Contractor shall provide at least one Certified Aggregate Technician to conduct sampling and testing.

Required Sampling and Testing for Aggregate Production

When the Contractor is producing aggregate for the County Highway Department, samples shall be selected randomly for testing, preferably from the finished product conveyor belt, at a frequency not less than indicated below. Samples shall be split and identified as to provide comparison. Contractor will furnish documentation for samples tested and split samples as requested by the County.

Frequency

Daily Production (TONS)	Number of Tests Per Day
0 – 2500 Tons	1
2500+ Tons	2

VIII. SPECIFICATIONS

3/4" Base Course Aggregates shall meet the requirements of Section 305 and shall conform to the gradation requirements for gradation for ¾" of the State of Wisconsin, Department of Transportation, Standard Specification for Road and Bridge Construction.

Marinette County reserves the right to increase or decrease total quantities within 50% without a price increase.

Stockpiling may be done with conveyors, loaders, or trucks at the contractor's option. Regardless of the method of stockpiling used, segregation of material shall not be allowed. Layers of no more than 1.0 foot in thickness shall be allowed. A surge bin or other approved means shall be required for material coming off the belt of the secondary crusher to eliminate the infiltration of any uncrushed material. The top of the stockpile shall be sloped so as to allow effective runoff of any water from storms or snow melt.

Basis of payment. Payment shall be made by the ton. Contractors shall use continuous weighing equipment, a test scaling is required during the first day of operation and randomly afterward to be verified by a certified scale.

Stripping and Royalty. All stripping shall be completed by the bidder and payment of royalty for material shall be paid directly by Marinette County Highway Department. The base area for stockpiling area shall be prepared by the contractor so as to minimize material losses by Marinette County.

Hours of Production. Aggregate production will be limited to within the hours of 6:00 a.m. to 7:00 p.m., unless authorized by the Highway Commissioner.

Reduced Payments. Failure to provide proper documentation for material tested or to provide split samples as requested by the Marinette County Aggregate Technician will

result in reduced payments. Reduced payments to be 10% less than Contractor bid price for material crushed on those production days when sampling and testing procedures as outlined in paragraph 14, Terms and Conditions for Submitting Bids, are not complied with.

Sub-Contracting

Successful bidder will not sub-contract any work covered under this contract without prior written permission from the Highway Commissioner.

Clean-Up

The pit shall be left in a condition similar to the condition prior to the start of crushing. All disturbed banks shall be left no steeper than 1:1. The base area after crushing shall be leveled and ready for future reclamation or crushing.

Stockpiling of crushed material and disposal of waste material will be done in accordance with Section 305 Standard Specifications.

IX. CONTRACT TERMS

The vendor may provide a contract to be approved by Marinette County Corporation Counsel. If the vendor does not provide a contract, the vendor shall be required to sign a contract similar to Attachment D.

X. FINANCIAL VERIFICATION

Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Marinette County reserves the right to reject Proposals based on information obtained through these background checks.

XI. OTHER

All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

No vendor will be provided with financial and/or competitive vendor information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. Marinette County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Marinette County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between vendor and Marinette County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this Proposal, prospective vendors acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.

WORKERS COMPENSATION INSURANCE:

Vendor shall provide statutory workers compensation insurance coverage for its employees who will not be considered employees of Marinette County in any way.

AUTO LIABILITY INSURANCE:

Vendor shall provide a minimum of \$300,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including non-owned and hired.

GENERAL LIABILITY INSURANCE:

Vendor shall provide a minimum limit of \$1,000,000 per occurrence broad form coverage.

ADDITIONAL INSURED

The vendor agrees that all liability coverage policies shall name Marinette County as additional insured with respects to liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

SUBCONTRACTOR

Subcontractors of the vendor are subject to the same requirements as is vendor.

WAVIER OF SUBROGATION

Insurers shall waive all subrogation rights against Marinette County on all policies required under this section.

CANCELLATION NOTICE

Marinette County will be given a 30 day notice in advance of cancellation, non-renewal, or material change in coverage.

PROOF OF INSURANCE

Valid Certificates of Insurance shall be issued to Marinette County prior to the execution of the contract.

XII. PROJECT CHANGES

Marinette County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Vendor and the County.

XIII. ATTACHMENTS

Gravel Crushing Tabulation Sheet, Attachment A

Statement of Understanding, Attachment B

Addendum Sheet, Attachment C

Sample Contract, Attachment D

ATTACHMENT A
Gravel Crushing Tabulation Sheet

Bid Package

County owned pit located 0.8 Miles north of the intersection of Goodman Park Rd. and CTH I on the west side of CTH I.

Sec 13, T35N, R17E for 3/4" Dense Aggregate

QUANTITIES APPROXIMATE

3/4" In Stockpile	Unit Price	In Stock Pile TOTAL COST
30,000 ton	\$ _____ /ton	\$ _____ /ton

Specify the earliest date that work can be started and daily production rates.

I have full authority to make such statements and to submit this proposal as the duly recognized representative of the Proposer.

Signature of Duly Authorized Individual

Date

Printed Name: _____

Title: _____

Address: _____

Phone Number: _____

Email: _____

ATTACHMENT B
Gravel Crushing
Statement of Understanding of Proposal

Vendor name

Vendor's address

City State Zip code

Contact person's name & position

Vendor's Phone number Vendor's Fax Number

We have read the County's Request for Proposals (RFP) for gravel crushing and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed; and
- (e) We acknowledge and accept all the terms and conditions included in the RFP

Signature of vendor or vendor's Representative

Date

**ATTACHMENT C
Gravel Crushing
Addendum Sheet**

(If Addendums exist for this project, please sign, date, and submit with Proposal.)

The undersigned acknowledges receipt of the following addenda:

Addendum #1 _____ Initials _____

Addendum #2 _____ Initials _____

Addendum #3 _____ Initials _____

Addendum #4 _____ Initials _____

Addendum #5 _____ Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Marinette County.

Name _____

Signature

Date _____

All vendors are responsible to check for addenda, posted on the county website at www.marinettecounty.com, for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project will be notified by Marinette County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by vendor if addendum affects costs.

Vendors that do not have internet access are responsible to contact Marinette County at 715-732-7419 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

9. This contract may be amended in writing by mutual agreement of both parties at any time.

10. This agreement shall be governed by the laws of the State of Wisconsin.

11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

VENDOR

Date

Kathy Brandt, County Clerk

Date