



Public Works & Development Services

14200 Washington Avenue
Sturtevant, WI 53177-1253
262-886-8440
fax: 262-886-8480
Roland.Behm@RacineCounty.com

February 28, 2024

Dear Prospective Bidder:

You are invited to submit a bid to provide Racine County Public Works with **Ready Mixed Concrete** for the year 2023. All Quotations shall be submitted on the quotation form furnished and are due on or before **10:00a.m. CST, Wednesday, March 13, 2024** at www.DemandStar.com or the Racine County Finance Department, 730 Wisconsin Avenue, 4th Floor, Racine, Wisconsin 53403. Late bids will not be accepted.

GENERAL INFORMATION

Racine County, through its duly authorized agents, reserves the right to reject any or all quotations, to waive all technicalities, and to accept the quotation deemed most advantageous to Racine County. All bidders, by submission of their respective quotations, agree to abide by the rules, regulations, and procedures of Racine County.

Racine County shall not be liable for any cost incurred in replying to any Request for Quotation (RFQ).

All quotes are tax exempt as Racine County is not subject to Federal and State Tax.

Quotations must be submitted electronically via www.DemandStar.com

General questions may be directed to Duane McKinney, Purchasing Manager at (262) 636-3700. Technical questions may be directed to Patrice Brunette, Highways & Parks Superintendent of Racine County Public Works and Development Services Department, at (262) 886-8447 between the hours of 7:00 a.m. and 3:30 p.m., Monday through Friday.

Sincerely,

Patrice Brunette
Highways & Parks Superintendent
Patrice.Brunette@racinecounty.com

Enclosure: Bid Packet

**READY MIXED CONCRETE
INVITATION FOR BID
Bid # PW2024-04**

I. INSTRUCTIONS TO BIDDERS

A. SCHEDULE

Issuance of RFB:
Bid Due Date:

Wednesday, February 28, 2024
Wednesday, March 13, 2024

B. BIDDER'S QUESTIONS

Bidders are reminded to **carefully** examine the bid and specifications upon receipt. Bidders should make a written request to Duane McKinney, Purchasing Manager at Purchasing@racinecounty.com for interpretation or correction of any printed material. Any requests for change shall be submitted in writing at least seven (7) days prior to bid opening. Request for changes received after that time will not be considered.

C. ADDENDA

Any changes made because of a written request will be issued via bid addenda to all prospective bidders and if necessary, an extension will be made to the bid opening date. Addenda will be posted to the Racine County Website <https://www.racinecounty.com/departments/finance/purchasing-rfps-and-bids>. Bidders are responsible for checking this website for any future addenda, etc. prior to the opening date. All addenda must be signed and returned with your bid as specified in the addenda. Bidders who do not return the addenda may have their bids rejected.

If a vendor receives a proposal packet from any source or entity other than the Racine County Purchasing Department, the bidder is responsible for contacting the Racine County Purchasing Department and requesting the firm's name be put on the bid list for the project. Failure to do so in no way obligates the County to send out addendum or other information concerning this request to the firm.

D. METHOD OF BID

Bidders shall submit their responses on the bid form provided. Bids written in pencil or in a format other than the attached worksheets will be rejected. Erasures or corrections of mistakes on Bid Forms shall be initialed or signed by bidder. Failure to meet any requirements listed in this bid document may be cause for disqualification of the bid.

Each copy of the bid shall include the Certification of Vendor page and acknowledgement of addendum(s) **if any**. A legally authorized representative of the bidder will sign the Certification of Vendor page.

E. INCURRING COSTS

Racine County shall not be liable for any costs incurred in replying to any request for proposal or invitation to bid.

F. DUE DATE

Your electronic proposal response is to be received by **10:00 a.m. CST Wednesday March, 13, 2024** in the offices of the Racine County Purchasing Division. Bid is to be submitted electronically via www.demandstar.com.

G. WITHDRAWAL OF BIDS

Bids may be withdrawn on written or electronic request received from bidder prior to time and date fixed for bid opening. Negligence on the part of the bidder in preparing their bid response confers no right for withdrawal of the bid after it has been opened. Withdrawn bids will be returned unopened prior to the time and date set for bid opening.

H. AMENDMENTS TO BIDS

Each bidder will be allowed a period of forty-eight (48) hours after the time and date set for receipt of bids to notify the County in writing of a material mistake in the bid. Failure of bidder to notify the County in the manner and within the time limit specified above will constitute a waiver by the bidder of all rights and remedies relative to a material mistake. Formal bid amendments thereto or requests for withdrawal of bid received by Racine County after time specified for opening will not be considered.

I. BID BINDING – 60 DAYS

Unless otherwise specified, all formal bids submitted shall be binding for sixty (60) calendar days following bid-opening date or upon award.

J. PROPRIETARY INFORMATION

All vendor-supplied materials, including the vendor's proposal, become the property of Racine County. Racine County will work with vendors to meet their confidentiality requirements if they are within reason. All vendor confidential material must have each page clearly marked as confidential. Wisconsin "Open Records Laws" apply.

II. TERMS AND CONDITIONS

A. CONTRACT TERM

The contract shall commence on or about March 20, 2024, and shall run until December 31, 2024.

B. TAX EXEMPTION

All bids are tax exempt as Racine County is not subject to Federal or State Tax.

C. HOLD HARMLESS AGREEMENT

To the fullest extent permitted by law, the Contractor shall indemnify, keep and save harmless the County of Racine, their agents, officials and employees, against all injuries, deaths, loss, damages, claims, suits, liabilities, judgments, costs and expenses, which may arise directly or indirectly from any negligence or from the reckless or willful misconduct of the Contractor or his employees, or of any Subcontractors, or any of their Material Suppliers, or employees and the Contractor shall at his own expense, appear, defend and pay all charges of attorneys and all costs any other expenses arising there from or incurred in connection therewith, and, if any judgment shall be rendered against the County of Racine in any such action, the Contractor shall, at his own expense, satisfy and discharge the same.

D. DELIVERY

Ready mixed concrete is to be delivered to various locations within Racine County as directed by Racine County representatives. **Timeliness of deliveries and quality of materials are prime requirements.**

Delivery of concrete to job site(s) may be required upon short notice.

E. DELIVERY CONTACT

The site delivery contact at Ives Grove, "EAST END LOCATION", Racine County Public Works, 14200 Washington Avenue Sturtevant, WI 53177-1253, is: **Mike Kirschling (262) 770-9690** or **Todd Kortendick (262) 770-1349**.

The site delivery contact at Rochester, "WEST END LOCATION", Racine County Public Works, 31929 Academy Road Rochester, WI 53185 is: **Robert Anders (262) 930-3856** or **Pete Green (262) 770-0624**.

F. AFFIRMATIVE ACTION

Racine County is committed to fulfilling its role as an Affirmative Action/Equal Opportunity Employer. We request your vigorous support of our Affirmative Action efforts. Our relationship with your agency is based upon your willingness to accept and comply with Executive Order 11246, as amended, and other federal laws requiring equal employment opportunity without regard to race, religion, color, national origin, sex, disability, or veteran status. By remitting bid pricing, you indicate your acceptance and compliance.

G. NON-DISCRIMINATION

The successful vendor agrees not to discriminate against any person, whether a recipient of services (actual or potential), an employee or an applicant for employment based on age, race, religion, sex, handicap, national origin or ancestry, sexual orientation, marital status, disability, or physical appearance. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, or any other form of compensation.

The vendor agrees to post in conspicuous places, available to all employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause. The successful vendor shall, in all solicitations for employment places on its behalf or by the employer, state that it is an "Equal Opportunity Employer".

H. REJECTION OF WORK

1. If any work should be completed contrary to the Contract or contrary to the request of County of Racine, it must, if required by either, be inspected -per the State Construction and Materials Manual- and replaced, both at the Contractor's expense.

2. The Contractor will bear the costs of making good all work of the County of Racine and any separate owners or contractors, prevented damaged or destroyed by such replacement.
3. If the Contractor does not replace defective or nonconforming work within a reasonable time fixed by written request by the County of Racine then, the County of Racine may replace such work at the expense of the Contractor.
4. Nothing contained in contract section II (H) shall be construed to establish a period of limitation with respect to any obligation which the Contractor might have under this contract.
5. If the County of Racine prefers to accept defective or nonconforming work, then the County may do so instead of requiring its removal and correction, in which case the County will appropriately reduce the contract sum, or, if the County determines the amount after final payment, then, the Contractor will repay the reduction to the County.
6. **Upon rejecting work per the provisions of contract section II (H), the County may make all orders for contract items from any vendor chosen by the County of Racine.**

III. SPECIFICATIONS

A. AWARD AUTHORITY

The County of Racine, through its duly authorized agents, reserves the right to reject any or all bids, to waive all technicalities, and to accept the bid deemed most advantageous to Racine County. All bidders, by submission of their respective bids, agree to abide by the rules, regulations, and decisions of Racine County.

B. GENERALIZED

1. This work will be executed under the requirements of the **2023** State of Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction and these Specifications and Special Provisions.
2. Where in the specifications or special provisions any of the following terms appear, they will be accepted as having the meaning set defined as follows.
 - a. **Highway Superintendent:** Highway Superintendent of Public Works and Development Services Department, County of Racine Department of Public Works.
 - b. **Engineer:** County Engineer, County of Racine Department of Public Works.
 - c. **Inspector:** An authorized representative of the County of Racine assigned to make detailed inspection of the work.
 - d. **State Construction and Materials Manual:** The State of Wisconsin Department of Transportation, Construction and Materials Manual, Edition of 2021.

e. **State Specifications:** The State of Wisconsin Department of Transportation, Standard Specifications for Highway and Structure Construction, Edition of 2021

3. All work completed will be measured and paid for per the U.S. Standard Measure System.
4. Where there is a conflict between any part, including specifications, special provisions and plans, the most restrictive requirements, as determined by the Engineer, will apply.
5. Deliveries will occur within the County of Racine Wisconsin at areas on or accessible using public highways. At the delivery site, the County of Racine will provide a solid or granular driving surface capable of supporting a concrete mixer truck.
6. Unless agreed to by the County of Racine, deliver ready-mixed concrete during working hours no more than 24 hours later than the issuance of a telephone order by the County of Racine. Define working hours as local time on days Monday through Friday from 6:00 A.M. until 4:00 P.M. Working hours will not occur on the following holidays: New Year's Day, Good Friday, Memorial Day, U.S. Independence Day, Labor Day, Thanksgiving, the day after Thanksgiving, Christmas Eve Day, Christmas Day, New Year's Eve Day, New Year's Day. Delivery within 15 minutes of the delivery appointment time given to the County during the telephone order.
7. If upon, or at any time after, the issuance of a telephone order by the County of Racine the contractor does not comply with the provisions of contract section III(A)(6) then, the County of Racine reserves the right to rescind the telephone order. Rescission of the telephone order by the County of Racine serves as a rejection of defective and non-conforming work subject to the provisions of contract section II (H).
8. Manage quality per section 8.35.1 of the State Construction and Materials Manual. The County of Racine will accept each truckload as ancillary concrete per section 8.35.2 of the State Construction and Materials Manual. For purposes of sampling frequency addressed in section 8.35.2.4 of the State Construction and Materials Manual; assume that the County of Racine lays concrete using the same "placement method".

C. ITEMIZED

1. Ready-Mixed Portland Cement Concrete **Grade-A**, **Grade-C** and **Grade-E**, Delivered, CY
 - a. This work shall be in accordance with section 501 of the State Specifications and the following special provisions.

- b. Proportion the concrete mixed under these items per section 501.3.2.2 of the State Specifications that refers to Concrete **Grade-A**, **Grade-C** and **Grade-E**.
 - c. These items will be measured by the unit CY. These items will be paid for at the bid CY price, which will be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the work.
2. Ready-Mixed Portland Cement Concrete Grade-SHES Delivered, CY
 - a. This work shall be in accordance with section 416 of the State Specifications and the following special provisions.
 - b. Proportion the concrete mixed under this item per section 416.2.5.1 of the State Specifications that refers to Composition and Proportioning of Concrete.
 - c. This item will be measured by the unit CY. This item will be paid for at the bid CY price, which will be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the work.
3. Ready-Mixed Slurry Backfill Delivered, CY
 - a. This work shall be in accordance with section 501 of the State Specifications and the following special provisions.
 - b. Furnish material per the requirements of section "Special Provisions" STSP 209-010 of the State Specifications. Proportion the concrete mixed under this item that refers to Composition and Proportioning of slurry backfills.
 - c. This item will be measured by the unit CY. This item will be paid for at the bid CY price, which will be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the work.
4. Ready-Mixed Short-Load Surcharge, CY.
 - a. Surcharge for delivering quantities of Ready-Mixed Concrete measuring less than 5 CY. Use the following formula to compute the surcharge:
$$(5 \text{ CY} - \text{Volume of Concrete Delivered}) = \text{Surcharge CY}$$
 - b. This item will be measured by the unit CY. This item will be paid for at the bid CY price, which will be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the work.
5. Ready-Mixed Portland Cement **Concrete Set Retarding** and **Non-Chloride Set Accelerating** Admixture, CY.
 - a. This work shall be in accordance with section 501 of the State Specifications.

- b. This item will be measured by the unit CY of concrete treated with the admixture. This item will be paid for at the bid CY price, which will be full compensation for all labor, materials, equipment, tools, and incidentals necessary to complete the work.
6. Ready-Mixed Heated Materials Surcharge, CY.
- a. This work shall be in accordance with section 502 of the State Specifications and the following special provisions.
 - b. Surcharge for heating Ready-Mixed materials per the conditions described in section 502.3.9.2 of the State Specifications.
 - c. This item will be measured by the unit CY of heated Ready-Mixed materials. This item will be paid for at the bid CY price, which will be full compensation for all labor, materials, equipment, tools, and incidental necessary to complete the work.

**READY MIXED CONCRETE
BID FORM
Bid # PW2024-04**

BASE BID

Quote your lowest applicable prices on Wisconsin State Specification Ready Mixed Concrete delivered to various locations in Racine County as directed by Racine County representatives. Award will be based on but not limited to total quoted prices.

* Price on Ready-Mixed Portland Cement Concrete **Grade-A** Delivered, CY.
\$_____ per/CY.

* Price on Ready-Mixed Portland Cement Concrete **Grade-C** Delivered, CY.
\$_____ per/CY.

* Price on Ready-Mixed Portland Cement Concrete **Grade-E** Delivered, CY.
\$_____ per/CY.

* Price on Ready-Mixed Portland Cement Concrete **Grade-SHES** Delivered, CY.
\$_____ per/CY.

* Price on Ready-Mixed **Slurry Backfill** Delivered, CY. \$_____ per/CY.

* Price on Ready-Mixed Short-Load Surcharge, CY.

\$_____ per/ CY. OR \$_____ Flat Per/Load Charge

* Price on Ready-Mixed Portland Cement Set Retarding Admixture, CY.
\$_____ per/CY.

* Price on Ready-Mixed Portland Cement Set Non-Chloride Accelerating Admixture, CY.
\$_____ per/CY.

* Price on Ready-Mixed Heated Materials Surcharge, CY.
\$_____ per/ CY.

RESPOND TO OTHER BID REQUIREMENTS AS LISTED:

Does your company have the resource(s) to deliver concrete to job site(s) throughout Racine County upon short notice? YES _____ NO _____

What would be the minimum lead-time for concrete delivery? _____

CERTIFICATION OF BIDDER

I fully understand the requirements and standards of Racine County and certify on behalf of my corporation that we can meet the requirements stated in our bid.

Company: _____

Typed/Printed Co. Representative's Name: _____

Title: _____

Address: _____

City/State/Zip: _____

Office Telephone: _____

(If Different from Office)

Plant Telephone, for ordering purposes: _____

Fax: _____

E-Mail: _____

Signature: _____ **Date:** _____