

**CALHOUN COUNTY
REQUEST FOR BID
CALHOUN COUNTY ADMINISTRATOR'S OFFICE,
PURCHASING DIVISION
(269) 781-0981**

ISSUE DATE: *THURSDAY, MARCH 7, 2013*

DUE DATE: *MONDAY, MARCH, 25, 2013*

PROJECT: *ROADSIDE MOWING - RFB#104-13*

This Request for Bid 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 County of Calhoun and the successful and most responsible bidder, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 **BID SUBMISSION:**

Bids must be submitted in complete original form by mail or by messenger in a sealed envelope to the following address:

***CALHOUN COUNTY BUILDING
ADMINISTRATOR'S OFFICE, PURCHASING DIVISION
315 WEST GREEN STREET
MARSHALL, MI 49068**

All bids received shall be noted as such on the outside of the envelope:

BID: *ROADSIDE MOWING - RFB#104-13*

DUE DATE: *MONDAY, MARCH 25, 2013 @ 3:00p.m. (Local time)*

****BIDDERS ARE CAUTIONED THAT BIDS SUBMITTED TO AN ADDRESS OTHER THAN THAT NOTED IN SEC. 1.1 MAY NOT BE CONSIDERED.***

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 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 of 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 individual. If signed by any one 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 in 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 Calhoun County, its elected and appointed officials, employees, and volunteers, and others working on behalf of Calhoun County 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 Calhoun County, its elected and appointed officials, employees and volunteers, and others working on behalf of Calhoun 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, its elected and appointed officials, employees, and volunteers, and others working on its 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 he/her has obtained the insurance required under this paragraph and provided copies to the Calhoun County Purchasing Department. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to Calhoun County.

- 1.8.1 **Workers' Compensation Insurance:** 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:** 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 \$ 300,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. 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; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.
- 1.8.3 **Motor Vehicle Liability:** 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 \$ 300,000 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:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be ***Additional Insureds:*** Calhoun County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. Additional

insureds shall also include the State of Michigan, the State Transportation Commission, and the Michigan Department of Transportation, and their agents and employees, pursuant to Sec. 1.8.7.

- 1.8.5 **Cancellation Notice:** 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: (Purchasing Department, Calhoun County, 315 West Green Street, Marshall, MI 49068)."
- 1.8.6 If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Calhoun County at least ten (10) days prior to the expiration date. Include current certificates of insurances with your bid. The successful contractor may be required to have Calhoun County, State of Michigan, and the State Transportation Commission added as an additional insured to their insurance policy, pursuant to Sec. 1.8.7.
- 1.8.7 **Required indemnification and insurance for State of Michigan maintenance subcontracts:** The contractor shall indemnify and save harmless, and defend in litigation the State of Michigan, the State Transportation Commission, and the Michigan Department of Transportation and its agents and employees.

Contractor shall -provide the Transportation Service Center (TSC) a copy of the contractor's "Certificate of Liability Insurance" with the Michigan Department of Transportation as a certificate holder and an insurance binder and/or a copy of the "Owners Protective Liability Policy" showing the State of Michigan, the State Transportation Commission, the Michigan Department of Transportation and its agents and employees as insured/additional insured. Said certificates shall be in the possession of the TSC before signing/authorizing a "Quotation Request for Services or Equipment" (Form 426) or subcontract.

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 so 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 he/she is 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 Purchasing Department 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 of

each of the finalists, or after careful consideration, the offeror that gives the most advantageous bid may be recommended for 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 Purchasing Department 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 bidding 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 its 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 Calhoun County. 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 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 NON-ASSIGNMENT

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Calhoun County Purchasing Department.

1.19 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 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.

1.20 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.

1.21 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.

1.22 LENGTH OF CONTRACT

The term of the contract shall be for a ***two (2) year period, with two additional one-year terms possible upon mutual agreement of both parties.*** The County reserves the right to delay the commencement of this contract for the purposes 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.

1.23 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 quotation or 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.

Either 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.

1.24 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror 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 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.

1.25 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.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF BIDS

- 2.1.1 One original and ***Three (3)*** copies of each bid should be submitted on the forms and in the format specified in the RFB. The original copy of the bid should be clearly labeled “Original” and shall be unbound and single-sided. The County reserves the right to assess a copy charge to any vendor who does not submit the requested number of bid copies, as well as additions to the bid such as pamphlets, brochures, catalogs, etc. 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. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. 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 in ink 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 bid shall be legibly prepared in either ink or typed.
- 2.2.2 Should the bidder find it necessary to alter the Bid/Contract, 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 County 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 must be submitted in writing to the issuing office via e-mail by **Thursday, March 14 2013**. All questions and answers will be posted to the County's website so as to be available to all potential bidders by **Monday, March 18**

, 2013,
and
registered
vendors
will
be
notified
via
email
to view
this
information
on the
website
. Any
correspondence
related
to a
solicitation
should
refer to
the
appropriate

Request for Bid number, page and paragraph number. Questions must be addressed to:

Attention: Leslie R. Obrig, Purchasing Coordinator
315 West Green Street
Marshall, Michigan 49068
Email: lobrig@calhouncountymi.gov

2.5 RESPONSIVE BID

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 bidding 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.**

2.6 LATE BIDS

Any bid received at the office herein designated after the exact time specified for receipt will not be considered. The prevailing clock shall be www.time.gov

2.7 ALTERNATE BIDS

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 bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted County will assume vendor is in agreement.

2.8 WITHDRAWAL OF BID

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

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SCOPE OF WORK

Calhoun County is seeking bids for roadside mowing services, as directed by the Calhoun County Road Department. For purposes of estimating the intended volume of this contract, the Road Department expensed approximately \$43,000 for mowing services in 2012. The length of the proposed contract will be for a two (2) year period, with two one-year extensions possible. Bid prices shall remain firm for the course of this contract. The most responsive bid shall include the following specifications and requirements:

3.2 SCOPE OF WORK & SPECIFICATIONS

Services required are routine mowing and contour mowing at interchanges of limited access or divided highways and routine mowing of free access highways located in Calhoun County, as well as litter removal/disposal. The roadway limits of each type of mowing and approximate acres are listed in Sec. 3.2.3.7. The areas defined in Sec. 3.2.1 shall be mowed up to three (3) times during the mowing season according to the mowing schedule as outlined in the specifications (Sec. 3.2.2). The second mowing may be deleted by the Contract Administrator. These specifications supplement the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction, which standard specifications are incorporated herein by reference. In case of a conflict between any provision of the MDOT standard specifications and the County's supplemental specifications, the more detailed provisions of the Supplemental Specifications will control.

The proposed work covers litter pickup and disposal from the mowed areas prior to each mowing, mowing as specified on the designated routes, mowing clear vision areas and triangle islands at locations designated at the Pre-Bid meeting as described in these specifications. The work shall be done in accordance with all the terms of this Request for Bids and the heading therein entitled "Methods of Treatment." Vegetation as used in this contract refers to grass, weeds, and small woody plants.

3.2.1 LOCATION:

Mowing services are required at the following locations:

3.2.1.1 Michigan Avenue, Calhoun County, East limits Marshall City, West to C Drive North

3.2.1.2 M-99, Calhoun County, South limits Village of Homer, South-to-South County Line Road.

3.2.1.3 M-60, Calhoun, Branch, and St. Joseph Counties, East limits Van Wert Road, West limits M-66 South just east of Mendon.

3.2.1.4 M-66, Calhoun County, North limits M-78 Barry County Line, South limits M-60. Excludes Battle Creek City.

3.2.1.5 I-94 (Business Loop) Exit 92 Calhoun County, From Dickman Road South to I-94 and all ramps.

3.2.1.6 I-69, Calhoun County, North limits South Eaton County Line. South limits North Branch County Line. Truck Parking Area of Old Tekonsha Rest Area Northbound North of M-60.

All routes include interchanges and ramps.

3.2.1.7 Car Pool lots on I-69 at M-60, Michigan Avenue, N Drive North and BL-94 at Exit 92

3.2.2 Mowing Schedule:

3.2.2.1 The Contractor shall be notified by the Contract Administrator or designated representative when and where to begin each mowing cycle. The Contractor shall have twenty (20) calendar days from the date of notification to complete each cycle. Mowing will begin when grass has reached an average height of twelve (12) inches. Based upon historical experience, the approximate starting dates of each cycle are as follows:

3.2.2.1.1 1st cycle: May 20th through June 5th

3.2.2.1.2 2nd cycle: August 1st through August 30th (MDOT option)

3.2.2.1.3 3rd cycle: October 1st through October 20th

3.2.3 Mowing Treatment:

- 3.2.3.1 Mowing shall begin when the grass has reached the average height of twelve (12) inches, unless otherwise directed by the Contract Administrator or designated representative. Two (2) days prior to the start of each mowing, the Contractor shall notify the Contract Administrator or designated representative. The Contractor and Contract Administrator or designated representative shall make a joint visual inspection of all specified mowing areas both prior to and upon completion of mowing operation. The inspection is for the purpose of documenting existing damage to turf, guardrails, delineator posts, signage, light fixtures, etc., and those caused by the contractor's mowing operations. This inspection may be video taped.
- 3.2.3.2 Each mowing shall be completed in successive segments not to exceed four miles in length (including median and both sides of the roadway) to insure uniform turf appearance upon completion of the work. Mowing operations, once initiated, shall continue until all designated mowing is completed including multiple contracts awarded to the same contractor. Only adverse weather conditions shall be cause to delay completion of each mowing.
- 3.2.3.3 Trimming shall be performed by mechanical or hand method around all sides of obstructions, such as delineators, guard posts, utility poles, piers, abutments, structures and landscaping (trees, shrubs, etc.) that may be within the designated mowing areas.
- 3.2.3.4 Certain areas to be mowed may contain survey stakes, which must not be disturbed. Mowing shall be required around them. Mowing may require the use of small mowing units to permit maneuvering in confined or congested work areas. Grassed areas which are saturated with water during certain periods of the year, to the point where equipment may not be used without extensive damage to the turf, shall not be mowed at that specific time but shall be mowed later when the areas are dry. Payment shall be for the applicable work item.
- 3.2.3.5 All vegetation in mowing areas shall be cut to a height of five inches. It is not necessary for the contractor to remove grass clippings. The contractor shall, at all times, provide satisfactory equipment and a force of qualified sufficient workers, in the opinion of the Contract Administrator or designated representative, to perform the litter pickup, mowing and related activities on a timely basis.

- 3.2.3.6 Mowing operations shall be performed in swaths parallel to the roadway in the direction of traffic. The Contract Administrator or designated representative may make adjustments to the mowing dates when unusual conditions are experienced.
- 3.2.3.7 Year 2013 through 2014; Spring cycle: 417 Acres, Fall cycle: 437 Acres
- 3.2.3.8 Mowing of the wild flowers at the M-66/I-94 Interchange will only take place in the Fall cycle in October.
- 3.2.3.9 The only median that will be mowed during this contract will be on M-66 from just south of Beckley Road North to Dickman Road, all cycles.
- 3.2.3.10 Mowing includes twelve (12) feet outside shoulder and twelve (12) feet inside shoulder where the median width is greater than fifty (50) feet.
- 3.2.3.11 Mow the entire median for widths less than fifty (50) feet.
- 3.2.3.12 Mow all two lane roads twelve (12) foot widths (both sides) and mow all clear vision area per Contract Administrator.
- 3.2.3.13 Areas to be treated by weed spraying shall not be mowed for 72 hours before treatment or 48 hours after treatment.

3.2.4 Litter Removal/Disposal

- 3.2.4.1 All litter/trash shall be picked up ahead of mowing operation. Litter includes, but is not limited to: paper, cardboard, styrofoam, plastic, cloth, wire, steel bands, cable, garbage bags, tire tread, car parts, pallets, sheet metal, furniture, etc., as may be found on the roadside. All costs associated with litter removal, disposal or refuse, and associated costs are the responsibility of the contractor. All refuse shall be disposed of in a "Class II" licensed landfill.

3.2.5 Maintaining Traffic

- 3.2.5.1 Traffic shall be maintained in accordance with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications for Construction and the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) 2009 edition. All mowing operations shall be conducted in a manner that will not create a hazard, nor hinder, restrict, or impede trunk line traffic. The contractor shall not operate moving equipment on the roadway or in a manner that requires unnecessary crossing of the roadway. All equipment not in use may be temporarily parked on limited access freeway right-of-way but not within the median or closer than 30 feet from the traveled roadway. Equipment may not be temporarily parked on free access roadways except at those locations designated by the Contract Administrator or designated representative.
- 3.2.5.2 No signage is required unless a contractor's vehicle(s) remains stationary on the shoulder for more than 15 minutes. If a vehicle (service vehicle, transport vehicle, etc.) remains stationary for more than 15 minutes, a standard 48 inch x 48 inch "road work ahead" sign (W21-4) is required to be placed within 500 feet of the vehicle. Any vehicle on the shoulder shall have flashing or rotating lights or lighted arrow panel (Types A or B) operated in the bar mode as specified in the 2003 MDOT Standard Specifications for Construction.
- 3.2.5.3 A copy of the MDOT 2012 Standard Specifications for Construction and MMUTCD can be obtained from the following:

Financial Services Division
Bureau of Finance
Michigan Department of Transportation
P.O. Box 30050
Lansing, MI 48909

3.2.6 Public Convenience and Safety

3.2.6.1 The contractor shall comply with all federal, state and local laws and regulations, including those governing environmental protection and the furnishing and use of all safeguards, safety devices and protective equipment. The contractor shall take any other actions, on either his/her own responsibility or as directed by the Contract Administrator or designated representative, reasonably necessary to protect the safety and health of employees on the job and the public and to protect property during the performance of the project.

3.2.7 Days/Hours of Operation

3.2.7.2 All work included in this contract shall be performed during daylight hours only. No work shall be allowed on weekends unless prior approval is obtained from the Contract Administrator or designated representative. Work shall not be permitted during holiday periods in accordance with the 2012 MDOT Standard Specifications for Construction.

3.2.8 Damages

3.2.8.1 The contractor shall, at his/her own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway, and he/she shall be responsible for and repair, at his/her own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the contractor or his/her employees in the performance of the work covered by the contract prior to completion and acceptance thereof.

3.2.8.2 The contractor shall immediately repair all damage to signs, light fixtures, and delineators to the satisfaction of the Contract Administrator or designated representative. Damage to traffic control devices (signs) shall be reported to the Contract Administrator or designated representative immediately. Damage to turf areas, desirable natural growth, shrubs and trees identified at the pre-bid meeting to include among other things; and ruts, deep wheel depressions and wheel slipping damage on slope areas caused by the contractor through negligence shall be repaired to the satisfaction of the Contract Administrator or designated representative as further described below.

3.2.8.3 Turf damage repairs shall be made by the contractor in accordance with the 2012 MDOT Standard Specifications for

Construction and as herein specified. Only friable topsoil from a commercial source shall be used to fill any depressions, ruts, etc. prior to seeding. Seeding will only be allowed during the seasonal limitation periods.

3.2.8.4 All landscape plant material damaged by the contractor shall be replaced in kind according to the 2012 MDOT Standard Specifications for Construction and as herein specified. Planting may only be done in the spring and prior to May 10. All replacement plants must be maintained during the specified establishment period.

3.2.8.5 Payment for work performed may be withheld until satisfactory repairs are made. If repairs are made by the County, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the contractor.

3.2.9 Deletion of Contract Work:

3.2.9.1 The County may delete all or any portions of the contract that cannot be completed in conformity with the progress schedule or a reasonable extension. The County may also delete portions of the contract that show no need for mowing due to growing conditions.

3.2.9.2 If the contract is terminated, or portions thereof deleted, payment will be made for all satisfactorily completed work at the contract unit price.

3.2.10 Equipment:

3.2.10.1 The contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform the mowing operation in an approved safe, workmanlike manner without hindrance, delay or damage to the roadside. The equipment shall be capable of doing a neat job of mowing without misses or skips.

3.2.10.2 The equipment must be commercially available, in good repair, and shall be maintained so as to produce a clean, sharp cut to the grass at all times. Equipment, which in any way pulls or rips grass, or damages the turf, shall not be allowed. Tractors used for production mowing shall have a minimum of 85 to 100 horsepower per tractor at the power take-off (P.T.O.) and be capable of cutting a width of no less than twelve (12) feet in a single pass. A minimum of three (3) production mowers as described above shall be available to be used

concurrently within the contract area. All equipment shall be of such type to permit the heights of cut to be adjusted to approximately five (5) inches.

3.2.10.3 All equipment shall meet all federal, state and local safety requirements. If the mower box does not touch the ground, the mower shall be equipped with one half-inch safety chains, which touch the ground but do not drag. The chains will be threaded with wire rope through the bottom link and made so as to prevent debris from being thrown from under the cutter.

3.2.10.4 Riding equipment shall be equipped with commercial type flashing amber lights plainly visible from all directions. Flashers shall have a minimum of 32 candlepower output and flash 50 to 60 times per minute.

3.2.10.5 Under no circumstances shall the County be responsible for any damage to the contractor's equipment due to obstacles encountered.

3.2.10.6 Other Power Equipment: The contractor is advised that any reference to mowing does not necessarily refer exclusively to grass cutting equipment which is tractor drawn but shall include other power equipment as may be necessary to satisfactorily complete the work.

3.3 GENERAL CONDITIONS

3.3.1 Work Approval

During the period of mowing operations, the contractor shall consult the Contract Administrator or designated representative for inspection and tentative approval of work being accomplished, so that, in the event of unsatisfactory work, sufficient time will be available to the contractor to make corrections in a satisfactory manner within the time specified.

3.3.2 Progress Schedule:

Work to be performed for a period of 2 years beginning on January 1, 2013 and continuing on until December 31, 2014 with the option to extend for an additional two one-year terms. All work will be performed between May 1st and October 31st of each contract year as solely determined by the County. Work must be performed in accordance with the progress schedule submitted at the Pre-Award Meeting. The first failure to complete work as defined in the progress schedule will result in a complaint to contractor and a meeting with the contractor to insure corrective action. The second such failure will result in termination of the contract. The progress schedule must address all work to be completed when multiple contracts are awarded to the same vendor, including work performed as a subcontractor for a local unit of government.

3.3.3 Payment:

3.3.3.1 Measurement of Payment and Basis

Roadside mowing services shall be measured by horizontal area in acres and paid by unit price per acre, which price shall be considered payment in full for providing the equipment and labor required to complete each separate mowing of all grassed or vegetation areas and removal and disposal of litter to a Class II disposal site. Any area that cannot be mowed during a given mowing cycle because of flooding, or areas where extensive damage to the turf might result, shall be deducted from the contract. In no case will deletion or termination result in a higher cost per acre paid to the contractor.

3.3.3.2 Method of Payment:

3.3.3.2.1 The contractor shall furnish to the County an invoice in duplicate, for services rendered for each bi-weekly period. The County purchase order number should be noted on the invoice and sent in duplicate to the Calhoun County Road Department

Accounting Department:

Calhoun County Road Department
Accounting Department
13300 Fifteen Mile Road
Marshall, M 49068

The second invoice (copy) shall be sent to the Contact Administrator:

Paul Adams
Calhoun County Road Department
13300 Fifteen Mile Road
Marshall, MI 49068

Invoices also can be e-mailed to: jforshey@calhouncrc.net. Contact Jill Forshey to set up your account (269.781.9841).

3.3.3.2 The invoice shall contain, if applicable, adjustments for additions, deletions of change in service. The Calhoun County Road Department will pay the invoice amount in accordance with any bid contract price and their payment schedule. Payment may be delayed up to 30 days after submission of invoice.

3.3.4 Default:

In addition to the cancellation provisions contained in this document, this contract may be terminated due to default, if inspection by the Contract Administrator or his representative reveals that the contractor's work results in non-compliance with this contract.

3.3.4.1 The Contract Administrator, at the time of the first occurrence of noncompliance, shall notify the contractor and review the condition. If the condition poses a health or safety hazard or represents a significant deviation from the progress schedule or mowing specifications, the Contract Administrator will prepare a written Complaint to Contractor form. The contractor will be informed in writing of the corrective action required.

3.3.4.2 Should a second unacceptable condition occur, subsequent to filing a previous Complaint to Contractor form, which would warrant a formal Complaint to Contractor, a written notice of termination will be sent to the contractor. Noncompliance includes but is not limited to:

3.3.4.2.1 Failure of the contractor to mow the number of acres or miles per day specified in the Progress schedule submitted at the Pre-Award Meeting and approved by the Department.

3.3.4.2.2 Failure of the contractor to mow in accordance with any of the specification defined above.

3.3.4.2.3 The County reserves the right to invoice contractor for any damages due to the default of the contractor.

3.3.6 Subcontracting:

No subcontracting will be allowed during the term of this agreement.

3.3.7 Coordinating Clause:

Contract for landscaping, weed spraying or other work, may be in progress during the time of this contract. The Contractor shall coordinate his/her work activities with existing or future work performed by the County through close coordination with the Contract Administrator or his representative. Mowing dates may be adjusted through mutual agreement between the contractor and Contract Administrator or designated representative when unusual conditions are experienced.

3.3.8 Multiple Contracts Awarded to the Same Vendor:

If a vendor is the low bidder on more than one contract, including subcontracts with local units of government, the vendor shall demonstrate that sufficient tractors are available *for each contract* as described above. The vendor must therefore provide a detailed equipment list that includes, for each piece of equipment to be used on contracts with the County, the year of manufacture, manufacture's name, model name and serial number and any lease contracts when applicable. This documentation must be furnished to the Contract Administrator prior to any contract award. The County reserves the right to inspect the vendor's equipment prior to the contract award and at any time throughout the duration of this contract. The County reserves the right to restrict the number of County contracts awarded to a single vendor based on the ability of the contractor to satisfactorily perform contract work within contract time limits.

3.4 BID EVALUATION CRITERIA

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

- 3.4.1 Pricing
- 3.4.2 Adherence to Technical Specifications & Workmanship
- 3.4.3 Equipment & staffing
- 3.4.4 References

3.5 AWARD AND REJECTION OF BIDS

3.5.1 Pre Award Meeting

After the low bid has been determined, a meeting with that vendor and the County will be held at a location designated by the County. The purpose of the meeting will be for the vendor to present the following required detailed information to the County for review prior to the award of the contract.

3.5.1.1 Equipment list indicating description, age, manufacturer, model and serial number each piece of equipment to be used on this contract. Equipment must meet or exceed all requirements defined under “Equipment Requirements” of this document. All equipment must be in the vendor’s possession, available for use and fully operational, prior to the Pre-Award meeting. The vendor must provide an equipment list and any lease contracts at the Pre-Award Meeting.

3.5.1.2 Schedule of operations, including personnel and hours.

3.5.1.3 Name(s) of supervisors and 24-hour contact telephone numbers.

3.5.1.4 Progress schedule listing locations where mowing will occur including a schedule of inches, feet, or miles each day. **Equipment failure will not constitute for an acceptable reason for deviating from the progress schedule.** This schedule must be approved by the Department at the Pre-Award Meeting. Adjustments to this schedule including any weather-related deviations must be approved by the Contract Administrator or designated representative.

3.5.1.5 Safety Program, including traffic control plans.

3.5.1.6 Name/location of Class II disposal for litter/trash.

3.5.1.7 Proof of Insurance as defined in the Standard Terms and Conditions attached to this document must be provided to the Contract Administrator prior to Pre-Award Meeting.

3.5.1.8 A list of current contracts and future prospective bids.

3.5.1.9 Provide a list of three references (at a minimum) for current or prior projects of the same scope as the County solicitation.

Any misrepresentation by the contractor of its ability to perform the work described in this contract will be grounds for immediate termination. In such case, the contract will be awarded to the next lowest responsible bidder who can demonstrate the ability to perform the work.

3.5.2 Bid Rejection

The County reserves the right to accept or reject any or all bids and to waive informalities and irregularities in bids or bidding 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.

3.5.2.1 Vendors who cannot demonstrate the ability to perform the work according to these supplemental specifications shall have their bid rejected and the contract will be awarded to the next lowest responsible bidder.

3.5.2.2 Rejection for Lack of Proper Equipment

Vendors who bid on this project, and in the opinion of the Department, do not have proper and/or sufficient equipment and personnel to do the work within the time limits required will be rejected and the next low bidder will be allowed to demonstrate the ability to perform the work.

3.5.3 Bond Requirement

The determined successful bidder shall furnish a satisfactory performance bond and lien bond in the amount of 100 percent of the total contract price whenever the total contract price is \$20,000 or greater. Such bonds shall be on the forms provided by and shall meet the requirement of the County; including, but not limited to those pertaining to Powers of Attorney and the requirements specified in the laws of

Michigan. The performance and lien bonds must be furnished to the County prior to any contract award and no later than 30 days after the deadline for submission of the bids. Failure to provide a timely performance bond will result in awarding the contract to the next lowest responsible bidder.

3.6 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:

- 3.6.1 Complete Legal Status of Bidder; pg. 2, Sec. 1.3.
- 3.6.2 Attachment A (*Non-Collusion Affidavit*)
- 3.6.3 Attachment B (*Certificate of Authorization for Contract Execution*)
- 3.6.4 Attachments C & D (*2013 & 2014 price sheets*)

3.7 RESPONSE TO RFB

Bidder's bid packet must arrive at the Purchasing Division and be time stamped on or before the date and time specified on the first page of this RFB. Bidders are responsible for the timely receipt by the Purchasing Division of their bids notwithstanding delays resulting from postal handling or any other reasons.

LATE BID PACKETS WILL NOT BE CONSIDERED

ATTACHMENT A

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 Calhoun, 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 B

_____ **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 for 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 records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

**ATTACHMENT C
PRICE SHEET - 2013
RFB#104-13**

SPRING MOWING (1st cycle):

	<u># Acres</u>	<u>Price/acre:</u>	<u>Price per Cycle (1st)</u>
Michigan Ave	11.20	_____	_____
I-69 & truck parking area	191.90	_____	_____
M-99	14.00	_____	_____
M-60	93.22	_____	_____
M-66	89.91	_____	_____
I-94 (business loop)	21.27	_____	_____
TOTAL ACRES:	421.50	TOTAL PRICE: \$	_____

Optional: MID-SUMMER MOWING (2nd cycle)

If mowing is needed, it shall follow the guidelines for the Spring mowing acres as listed above. This mowing is dependant upon the growth of the roadside vegetation, grasses, and weeds.

FALL MOWING (3rd cycle):

	<u># Acres</u>	<u>Price/acre:</u>	<u>Price per Cycle (1st)</u>
Michigan Ave	11.20	_____	_____
I-69 & truck parking area	191.90	_____	_____
M-99	14.00	_____	_____
M-60	93.22	_____	_____
M-66	109.91	_____	_____
I-94 (business loop)	21.27	_____	_____
TOTAL ACRES:	441.50	TOTAL PRICE: \$	_____

The equipment to be used is as follows: _____

(Use attached separate sheet, if necessary)

(Vendor)

(Phone)

(Name/title)

(Fax #)

(Signature)

(Email)

**ATTACHMENT D
PRICE SHEET - 2014
RFB#104-13**

SPRING MOWING (1st cycle):

	<u># Acres</u>	<u>Price/acre:</u>	<u>Price per Cycle (1st)</u>
Michigan Ave	11.20	_____	_____
I-69 & truck parking area	191.90	_____	_____
M-99	14.00	_____	_____
M-60	93.22	_____	_____
M-66	89.91	_____	_____
I-94 (business loop)	21.27	_____	_____
 TOTAL ACRES:	 421.50	 TOTAL PRICE: \$	_____

Optional: MID-SUMMER MOWING (2nd cycle)

If mowing is needed, it shall follow the guidelines for the Spring mowing acres as listed above. This mowing is dependant upon the growth of the roadside vegetation, grasses, and weeds.

FALL MOWING (3rd cycle):

	<u># Acres</u>	<u>Price/acre:</u>	<u>Price per Cycle (1st)</u>
Michigan Ave	11.20	_____	_____
I-69 & truck parking area	191.90	_____	_____
M-99	14.00	_____	_____
M-60	93.22	_____	_____
M-66	109.91	_____	_____
I-94 (business loop)	21.27	_____	_____
 TOTAL ACRES:	 441.50	 TOTAL PRICE: \$	_____

The equipment to be used is as follows: _____

(Use attached separate sheet, if necessary)

(Vendor)

(Phone)

(Name/title)

(Fax #)

(Signature)

(Email)

(blank sheet)