

**CALHOUN COUNTY
SUBMITTING BIDS/PROPOSALS
INSTRUCTIONS**

Vendors submitting a bid/proposal to Calhoun County must follow these steps:

1. **Register as a vendor** with the County by means of this link:

<http://www.calhouncountymi.gov/vendors/registration>

After completing a brief company profile, you will be asked to categorize the product(s) and/or services you provide. For this project, register (at a minimum) under this code: **988.00**. Completing this registration will add you to the County's vendor database. Once registration is complete, you can be assured of receiving emailed notice of all addenda or questions/answers pertaining to this project, and of future solicitations within your category(s) of commodity/services.

If already registered, review your on-line profile and revise to current information.

2. **Download the bid document** by accessing the following link:

http://www.calhouncountymi.gov/government/administrative_services/bid_opportunities

3. **Register your intent to bid** on this project also at the site of the above link. (*Registration of intent does not need to occur at the time of the document download.*) Should you elect not to submit a bid after registering your intent to bid, notify the Purchasing Office of your change in status at: lobrig@calhouncountymi.gov

**VENDORS ARE ENCOURAGED TO REGISTER WITH THE COUNTY UPON
RECEIPT OF THIS SOLICITATION.**

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

ISSUE DATE: *TUESDAY, JULY 25, 2017*

DUE DATE: *TUESDAY, AUGUST 8, 2017*

PROJECT: *M-60 ROADSIDE PARK MAINTENANCE; RFP#125-17*

This Request for Proposal with all pages, documents, and attachments contained herein or subsequently added or made a part hereof, submitted as a fully and properly executed proposal, shall constitute a contract between the County of Calhoun and the successful and most responsible proposal, as determined by the County when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 PROPOSAL SUBMISSION:

Proposals 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 proposals received shall be noted as such on the outside of the envelope, as below:

PROPOSAL: *M-60 ROADSIDE PARK MAINTENANCE - RFP#125-17*

DUE DATE: *TUESDAY, AUGUST 8, 2017 @ 3:00p.m. (Local time)*

****PROPOSERS ARE CAUTIONED THAT PROPOSALS 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 proposal 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 proposal. 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.

1.9 TAXES

Except as may be otherwise provided in the RFP, the County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the proposal 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 proposal, the prospective contractor certifies that in connection with the proposal:

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 proposal 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 proposal.

1.11.4 Each person signing the proposal certifies that he/she is authorized to bind the contractor to its provisions.

1.12 DISCLOSURE

1.12.1 All information in proposals 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 proposal, proposal, 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 proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous proposal may be recommended for award. In the event only one proposal is received, the County may require that the offeror submit a cost proposal 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 proposal is most advantageous to the County.

1.14 CONTRACT

The contract shall be based upon the Request for Proposal issued by the County and the offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set

forth within the text of the Request for Proposal. 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, proposals, 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 RFP), all documents necessary to the successful execution of the contract.

1.15.1 The contract will be awarded to the most responsible proposer whose proposal 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 proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.

1.15.3 The County reserves the right to postpone the proposal opening for its own convenience.

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

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 proposal 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 ECONOMIC SANCTIONS

The undersigned, acting either individually or as a duly authorized representative of the entity submitting the enclosed proposal/proposal hereby verifies that he/she/it is not an Iran linked business which is defined as follows in the Iran economic Sanctions Act, Public Act 517 of 2012, MCL 129.311, et. seq.: (i) A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquified natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquified natural gas for the energy sector of Iran and/or (ii) A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

1.19 NON-ASSIGNMENT

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

1.20 SUBCONTRACTS

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

1.21 ASSIGNMENT - DELEGATION

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

1.22 CONTRACT PAYMENT

Payment for the proper performance of services under a contract entered into as a result of this RFP shall be commensurate with the scheduled progress of the work and shall be made upon receipt of a detailed invoice for payment. A separate invoice shall be issued for each shipment of material or service performed, and no payment shall be issued prior to receipt of material or service and correct invoice.

1.23 LENGTH OF CONTRACT

Maintenance services will be required **for the 2018 and 2019 seasons, and with the possibility of the 2020 season, if mutually agreed upon by both parties. (Seasons are outlined in Part III- Pricing Sheet/MDOT Specifications).**

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.

1.24 CANCELLATION

CANCELLATION OF CONTRACT by the County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their 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.

1.25 EXCEPTIONS TO CONTRACT TERMS AND SPECIFICATIONS

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. 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 proposal, the County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

1.26 FAIR EMPLOYMENT PRACTICES

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

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF PROPOSALS

- 2.1.1 One original and *Three (3)* copies of each proposal should be submitted on the forms and in the format specified in the RFP. The original copy of the proposal 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 proposal copies, as well as additions to the proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP. The County will not provide any reimbursement for the cost of developing or presenting proposals in response to this RFP. Failure to include the requested information may have a negative impact on the evaluation of the offeror’s proposal. 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, proposers must submit a complete response to this RFP. No other distribution of RFP is to be made by this proposer. The proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Proposals must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF PROPOSALS

- 2.2.1 The proposal shall be legibly prepared in either ink or typed.
- 2.2.2 Should the proposer find it necessary to alter the Proposal/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 proposer.
- 2.2.3 The proposal shall be legally signed and the complete address of the proposer provided thereon.

2.3 ACCEPTANCE OF RFP CONTENT

It is the responsibility of all offerors to examine the entire Request for Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a proposal. Negligence in preparing a proposal confers no

right of withdrawal after due time and date. The contents of this RFP and the proposer's proposal will become contractual obligations, if a contract ensues. Failure of the successful proposer 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 Proposal (RFP) 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 proposal. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or an addendum to the RFP if such information would be of significance to uninformed proposers. 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 RFP must be submitted in writing to the issuing office via e-mail by **TUESDAY, AUGUST 1, 2017**. All questions and answers will be posted to the County's website so as to be available to all potential proposers by **THURSDAY, AUGUST 3, 2017**, 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 Proposal 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 PROPOSAL

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 proposals on a fair and uniform basis. The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal. **Proposals shall remain vital for ninety (90) days from opening.**

2.6 LATE PROPOSALS

Any proposal 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 PROPOSALS

Proposers are cautioned that any alternate proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP, may be considered non-responsive and at the option of the County, result in the rejection of the proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposer'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 PROPOSAL

Proposals may be withdrawn prior to the exact time set for receipt of proposals 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 proposal documents.

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SCOPE OF WORK:

Calhoun County is seeking bids for maintenance of the MDOT-owned M-60 roadside park, located on M-60 -- 1 mile west of I-69 near Burlington. The awarded contractor will provide maintenance of vault toilets, grounds, and waste pick-up and removal, under the supervision of the Calhoun County Road Department (CCRD). The length of the proposed contract will be for the 2018 and 2019 seasons, with the possibility of the 2020 season, if mutually agreed upon by both parties. The term of this agreement will commence upon award. Bid prices shall remain firm during the term of this agreement. The most responsive bid shall include the following specifications and requirements:

3.2 SCOPE OF WORK & SPECIFICATIONS:

3.2.1 Location:

MDOT-owned roadside park located on M-60 -- 1 mile west of I-69, near Burlington, MI, in Calhoun County. A map indicating location can be accessed via the following link:

<https://www.google.com/maps/@42.106202,-85.024402,215m/data=!3m1!1e3>

3.2.2 Scope:

3.2.2.1 Contractor will provide janitorial maintenance of vault toilets, mowing and trimming of grounds; removal of waste from site for proper disposal.

3.2.2.2 Contractor will provide supplies and equipment used in the provision of these services, per “MDOT Approved Materials and Supplies” as provided in “Part III – Pricing Sheet/MDOT Specifications”.

3.2.2.3 The responsibilities of the Calhoun County Road Department (CCRD/Contract Administrator) will be discussed at Post-Award Meeting.

3.2.3 Specifications for intended work can be located in section indicated as “Part III- Pricing Sheet/MDOT Specifications”.

3.3 INSPECTION OF WORK SITE:

All proposers shall visibly inspect the work area in order to become familiar with the scope of the work contemplated. Submission of a proposal will be deemed conclusive evidence that such an inspection has been made or that such inspection is waived and submission of a proposal shall constitute a waiver by each proposer or all claims or error

in the proposal, withdrawal of proposal, or payment of extras or a combination thereof or any revision thereof.

Inquiries regarding the location of the intended rest area can be directed to:

Kori Albrecht, Contracts and Purchasing Manager
269.781.0039
Monday thru Thursday; between 6:00 a.m. and 4 p.m.

All other inquiries regarding this document, the proposal specifications, and requirements are to adhere to Sec. 2.4 “Inquiries” and shall be directed to the contact noted within that section.

3.4 POST AWARD MEETING:

Once the award of the contract has been made, the contractor will be requested to meet with the Contract Administrator and to provide the following:

3.4.1 The Contractor shall provide the Contract Administrator with an up to date master list of all employees working at the rest area. This list shall include employee names and their drivers license number (if applicable). The list shall include the supervisor’s name and telephone numbers where they can be reached 24 hours per day.

3.4.2 Materials and Supplies:

The contractor shall be required to submit a complete list, at the post-award meeting, of the name and product number, of all supplies to be used in fulfilling this contract. CCRD reserves the right to accept or reject these items. No flammable liquids shall be stored inside the rest area building. An acceptable substitute must be immediately furnished for any rejected item. A current MATERIAL SAFETY DATA SHEET (MSDS) for each product must be kept in a MSDS LABELED NOTEBOOK at all times as required by OSHA’s Hazard Communication Standard, 29 CFR 1910,1200.

3.4.3 Insurances:

Proof of insurance coverage per Sec. 1.8, if not already submitted with proposal.

3.5 PROPOSAL RESPONSE:

3.5.1 Work Plan

Describe in narrative form your technical plan for accomplishing the work, in accordance with the outlined tasks, as outlined in specifications contained in “Part III – Pricing Sheet/MDOT Specifications”.

3.5.2 Price

Completed “Part III – Pricing Sheet” shall accompany the bid response. No alternate form of pricing will be considered.

3.5.3 References

Provide at least three (3) references for which you have provided roadside park maintenance services in the state of Michigan, which are similar in scope to that requested in this RFP and pursuant to MDOT specifications. Include a description of the work performed, as well as a contact name and corresponding phone number or email address for each reference.

3.5.4 Proof of Insurance

Provide proof of insurance coverages, as outlined in Sec. 1.8.

3.6 CONTENTS OF PROPOSAL:

Proposals 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 Proposal. Responsive proposals shall contain the following information :

3.6.1 “Legal Status of Bidder”; (*Sec. 1.3*).

3.6.2 Proof of Insurance; (*Sec. 1.8*).

3.6.3 Work plan

3.6.4 References

3.6.5 Non-collusion Affidavit (*Attachment A*)

3.6.6 Certificate of Authorization for Contract Execution (*Attachment B*)

3.6.7 Price sheet (“*Part III – Pricing Sheet*”)

3.7 PROPOSAL EVALUATION CRITERIA:

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

- 3.7.1 Pricing
- 3.7.2 Adherence to Technical Specifications
- 3.7.3 Equipment & staffing plan
- 3.7.4 References

3.8 AWARD AND REJECTION OF PROPOSALS:

- 3.8.1 This proposal will be awarded to one contractor.
- 3.8.2 The County reserves the right to accept or reject any or all proposals and to waive informalities and irregularities in proposals or proposal procedures, and to accept any proposal determined by the County to be in the best interests of the County, even though not the lowest proposal.
- 3.8.3 Proposers who do not demonstrate their ability to perform the work according to these specifications will be rejected.
- 3.8.4 Proposers who do not have acceptable and/or sufficient equipment and personnel to complete the intended work and within the time limits required will be rejected.

3.9 AWARD:

Upon notification of contract award by the CCRD, the contractor shall submit to the CCRD designated representative other documentation as may be requested or required hereunder. Upon receipt and subsequent approval by CCRD, a written "Notice To Proceed" and an executed copy of the contract will be forwarded to the contractor. Work shall not start until such "Notice To Proceed" is received by the contractor and a Post-Award Meeting is held.

3.10 CHANGE AND/OR CONTRACT MODIFICATIONS:

- 3.10.1 The CCRD reserves the right to increase or decrease service, or make any changes necessary, at any time during the duration of this contract, or any negotiated extension thereof.

3.10.2 Price adjustments due to any of the foregoing changes shall be based on a prorate basis on this bid/contract. Prices for extra work requested during this contract that are not part of this contract will be negotiated at the time of occurrence.

3.10.3 Changes of any nature after contract award, which reflects an increase or decrease in requirements of costs, shall require a written change of service. SUCH CHANGES, IF PERFORMED IN ADVANCE OF CONTRACT ADMINISTRATOR'S APPROVAL, MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

3.11 RESPONSE TO RFP:

Proposer's proposal 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 RFP. Proposers are responsible for the timely receipt by the Purchasing Division of their proposals notwithstanding delays resulting from postal handling or any other reasons.

LATE PROPOSAL PACKETS WILL NOT BE CONSIDERED

PART III – PRICING SHEET/MDOT SPECIFICATIONS

CHECK ALL THAT APPLY	DESCRIPTION OF SERVICES	UNIT OF MEASURE	ESTIMATED SERVICES PER YEAR	PRICE PER OCCASION	2018	2019	2020*
<input checked="" type="checkbox"/>	Burlington Roadside Park Janitorial M-60, 1 mile west of I-69	Week	36 Weeks				
<input checked="" type="checkbox"/>	Burlington Lawn Maintenance 3.5 Acres	Cycle	30 Cycles				
<input checked="" type="checkbox"/>	Burlington Spring / Fall Cleanup	Each	2 (1 Spring & 1 Fall)				
<input checked="" type="checkbox"/>	Burlington Lawn Aeration	Each	Once				
TOTAL:							

Quantities are estimates only; actual work performed based by Supervisor.
 *2020 season requires mutual agreement between both parties.

HOURS OF WORK

The work as required under the terms of this agreement will be completed within the hours listed below for the roadside park:

BURLINGTON ROADSIDE PARK

	SPRING/SUMMER/FALL April 1 st to October 31 st	WINTER November 1 st to March 31 st
Monday, Wednesday, and Friday	7:00 a.m. – 11:00 a.m.	Closed

CALL BACKS

The Contractor is expected to respond to “call back” from the Contract Administrator, or designated representative, to site specific complaints (graffiti, messy conditions, etc) at the roadside parks, outside of the normal hours detailed in this contract. The “call back” is expected to be infrequent in nature and shall be considered incidental to the contract unit price for JANITORIAL/GROUNDS MAINTENANCE.

MDOT APPROVED MATERIALS LIST FOR ROADSIDE PARKS

The following materials list has been compiled by MDOT for Contractor use. Contractor must supply products that meet the following use and specifications. Products used that do not meet specifications and use outlined in this table will be considered a default of Contract due to non-compliance. Estimated quantity is annually.

MATERIAL	TYPICAL USE	MATERIAL SPECIFICATIONS	ESTIMATED QUANTITY
Toilet Paper	Jumbo Toilet Paper Containers	Toilet tissue dispenser roll, single-ply white, non-perforated, 4" wide, 3" core, 2100/roll, 12/rolls per case	13 Cases
	Regular Toilet Paper Containers	Toilet Tissue Rolls, bleached, 2 ply wrapped 4 ½" x 4 ½" 1000 sheet/roll	None
Plastic Bag, Barrel Liners (55gal)	All large trash	55 gal. Capacity, minimum size 36" x 60", mil thickness 0.4 mm	1040 Bags
Deodorant / Disinfectant	Toilet seats, risers, floors	E.P.A registered detergents-disinfectants shall be quaternary ammonium compounds	50 Gallons
Portable Pump-up Sprayer	Apply vault toilet odor control product	2.5 gallon capacity compressed air sprayer composed of high density, chemical resistant tank, corrosion resistant pump cylinder, and plunger cup, 15 to 16 inch brass wand with adjustable brass nozzle and flat fan nozzle.	1
Graffiti remover	Remove pen and marker ink, pencil and crayon graffiti	Water based acetone marker remover, must be safe for use on fiberglass	60 Cans
Vault disinfectant	EV-71 vault chemical disinfectant	Please order direct from Great Lakes Specialties 1-231-499-9944	

Contractor General Responsibilities and Requirements

- A. The use of pesticides by the Contractor is prohibited for any of the work tasks included in the Contract, unless specifically authorized by the Supervisor.
- B. No equipment, materials, or supplies may be stored on MDOT property.
- C. No advertising depicting the Contractor's business may be displayed at the roadside park.
- D. The Contractor is responsible for covering and/or removing all graffiti on a daily basis.
 1. Graffiti on stained or painted surfaces must be stained or painted. The Contractor will supply the stain or paint required. The stain or paint shall be applied in a professional manner. The Contractor shall post signs warning

visitors of wet stain or paint.

2. graffiti removal.

E. The Contractor is responsible for providing trash container liners adequate for the containers at the park (55 gallon barrels furnished by CCRD), emptying each container on a daily basis, and hauling and disposing of the refuse at a registered Class II landfill. Full trash bags may not be kept in the park overnight. The Contractor shall provide proof of disposal at a licensed Class II landfill to the Supervisor upon request.

F. The Contractor is responsible for "recharging" the toilet vaults after each pumping. This shall be considered incidental to the Contract unit price for Roadside Park Janitorial and Maintenance. The following procedure is to be followed for "recharging" the vaults:

1. Add approximately two inches of fresh water to cover the bottom of the vault (approximately 100 gallons) after each pumping.
2. Add to the fresh water, mix a half gallon of vault product with two and a half gallons of water and spray inside the vault after each pumping during the season.
3. Add a quarter gallon of vault product directly into the 100 gallons of water in the tank.

Contractor Minimum Maintenance Requirements

The minimum maintenance coverage to be provided by the Contractor per day, three days per week is two hours per location:

A. Regular janitorial requirements

1. Toilet building (Clean toilet building including floors, stools, seats, walls, and refill toilet tissue prior to 10:00 a.m.).
 - a. Close building to public.
 - b. Clean cobwebs from inside and outside of building.
 - c. Sweep floor.
 - d. Either remove or cover toilet tissue to keep dry during cleanup.
 - e. Wash inside walls with a non-abrasive detergent - disinfectant.
 - f. Using a pump-up sprayer, spray toilet seat, lid, and toilet riser with detergent - disinfectant. Apply solution liberally; allow to dwell for five minutes.
 - g. After five minutes dwell time, scrub inside and outside of toilet riser with a long handled, stiff bristle brush; if the interior is fiberglass use a cloth or sponge to remove disinfectant.
 - h. Using the pump-up sprayer, rinse walls, toilet seat, lid and riser with **clean** water.
 - i. Mop floor with detergent - disinfectant.
 - j. Remove all excess water from floor surfaces.
 - k. Remove writing from walls by staining/painting on wood surfaces or using an acetone based graffiti remover on fiberglass walls.
 - l. Resupply toilet tissue.
 - m. Report any damages or problems to the SUPERVISOR.

2. Grounds

- a. Pickup litter, including animal droppings, from the grounds and parking area.
- b. Empty trash barrels and remove contents to a licensed Class II landfill.
- c. Replace and furnish plastic bag barrel liners.
- d. Remove/dispose of ashes and cleanup picnic grills, sweep concrete slabs, clean picnic tables with detergent - disinfectant and rinse.

3. Map Case

- a. Clean plexiglass with a mild soap and water - DO NOT scratch plexiglass.
- b. Remove any notices that have been placed by individuals or businesses that are not official MDOT materials.
- c. Remove cobwebs in and around structures.
- d. Sweep concrete around display structure.
- e. Remove graffiti on stained/painted surfaces, re-stain/paint where required.

4. Well Shelter

- a. Clean the hand pump (or faucet/basin if present).
- b. Clean concrete slab and pump base.
- c. Remove cobwebs from structure.
- d. Remove graffiti from stained/painted surfaces, re-stain/paint where required.

5. Sidewalks

- a. Sweep all paved sidewalk surfaces clean of debris.
- b. Pull weeds or grass growing in sidewalk cracks.

B. Weekly janitorial requirements (Building)

- 1. Scrub floor with a stiff swivel scrub brush and detergent - disinfectant. Rinse floor thoroughly with **clean** water.
- 2. Clean all louvers.

C. Bi-Weekly janitorial requirements (Vaults)

Per vault, mix a quarter (¼) gallon of vault toilet product with two and a quarter (2¼) gallons of water in the pump-up sprayer. Spray the solution into the vault and onto the interior vault sides. Empty the entire contents of the sprayer into the vault. Use separate sprayers for applying vault deodorants and cleaner/disinfectants. Frequency and amount of product may be adjusted by the Supervisor.

MDOT General Responsibilities

The Contractor shall notify the Supervisor immediately of needed repairs and/or replacements to the following:

- Building structures and fixtures
- Water pump
- Fences - including rustic type within the grounds
- Picnic tables such a refinishing, repair, removal
- Trash barrels
- Pumping Toilet Vault

Chemicals

Vault toilet chemical will be supplied by the Contractor with a Material Data Safety Sheet (MSDS). The Contractor is responsible for following all label directions and instructions detailed in the Contract. The Supervisor reserves the right to increase or decrease the product amount to be used if odorous conditions persist.

Stains/Paints

Stains/paints for graffiti covering shall be supplied by the Contractor for building and shelters.

SPRING/FALL CLEANUP

- A. The Contractor shall be responsible for the removal and proper disposal of leaves in the spring and fall, accumulated litter and tree branches. All materials must be disposed off MDOT properties.
- B. Sweep building roofs in the spring and fall to remove dirt, leaves, needles, etc.
- C. Prepare each vault in the spring and fall as follows:
 - 1. Spring - Add to the vault, before opening in the spring, approximately two inches (approximately 100 gallons) of fresh water to cover the bottom of the tank.
 - 2. Spring - Per vault, mix a half ($\frac{1}{2}$) gallon of product with two and a half ($2\frac{1}{2}$) gallons of water and spray inside the vault during the first day of opening.
 - 3. Spring – Add a quarter ($\frac{1}{4}$) gallon of vault product directly into the 100 gallons of water in the tank.
 - 4. Fall - Pump the vault dry.
 - 5. Fall - Per vault, mix a half ($\frac{1}{2}$) gallon of product with two and a half ($2\frac{1}{2}$) gallons of water and spray inside the vault.

DEDUCTIONS

If the Contractor fails to have the Roadside Park adequately maintained, as stated in the above Minimum Maintenance Requirements, it will result in a deduction of \$100 for each occurrence.

Procedures for implementing the above:

The first time a Roadside Park is not satisfactorily maintained per the specifications of the Contract, the Supervisor may call for a meeting with the Contractor and review the condition and \$100 will be deducted from the invoice, if appropriate.

Should a second non-satisfactorily maintained occur, a second meeting may be held, followed by a letter of warning and \$100 will be deducted from the next invoice, if appropriate.

Should a third non-satisfactorily maintained occur, a written notice of termination may be sent to the Contractor.

Specifications – Roadside Park Lawn Maintenance

This specification is for Roadside Park lawn maintenance, which includes, but is not limited to, lawn mowing and trimming, edging, and removal of clippings and other debris.

Mowing Season

For the purpose of this specification, the regular mowing season is defined as starting the 1st of June and ending in mid-October - approximately 20 lawn maintenance cycles. Any mowing cycles before June 1st or after October 15 will require **prior written approval** from the Supervisor.

Pre-Mowing Meeting

Prior to the beginning of each mowing season the Contractor and the Supervisor will review the grounds to identify any existing damages to landscape items.

Damages

The Contractor will be held liable for all damages done, as a result of their operation, to fixed objects such as signs, posts, buildings, sprinkling systems and all vegetation, including turf, trees, shrubs, flower beds and desirable natural growth. Damage shall include, among other things, skinning, scraping, breaking of tree limbs or gouging of trees or shrubs, and rutting, scalping or tearing turf.

All property damage will be assessed for actual replacement costs including labor, materials, and equipment. The Contractor will be billed for all costs related to the damages caused by their operation or be required to repair the damages as directed by the Supervisor.

Coordination with Other Activities

The Contractor shall use discretion when mowing near the public. The lawn maintenance cycle shall begin on vacated ground first, and then continue so as not to inconvenience the visitors. The safety of visitors shall not be jeopardized in order to complete the cycle.

Equipment

The Contractor shall furnish all equipment and necessary supplies to do the work, including but not limited to:

- Gas powered mowers
- Gas powered edging machines
- Gas powered string trimmers
- Gas powered portable blowers
- Brooms, leaf rakes, and other hand tools as needed

The Contractor shall furnish, operate, and maintain suitable and adequate equipment necessary to perform all tasks in an acceptable manner. The equipment furnished by the Contractor must be 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 to operate under this specification. All equipment will be of such a type so that the height of cut can be adjusted to three inches.

Under no circumstances shall MDOT be responsible for any theft, vandalism, or damage to the Contractor's equipment.

The Contractor's equipment **will not** be stored on MDOT property for any reason. If due to the weather the Contractor does not finish a lawn maintenance cycle in one working day, the equipment shall be removed from MDOT property until such a time as the weather permits completing the cycle.

Lawn Maintenance Cycle

The lawn maintenance cycle includes: grass mowing, trimming and edging, proper removal/disposal of lawn litter, including trash and landscape debris such as leaves, sticks, grass clippings and organic debris by the Contractor according to the following specification.

A lawn maintenance cycle shall be completed approximately once a week. There will be approximately 20 Lawn Maintenance Cycles per year - dependent on seasonal weather conditions. Increased or decreased cycles may be required; however, any additional mowing beyond once a week mowing shall be approved by the Supervisor or their representative, prior to mowing. Any additional mowing will not be paid for unless approved, and if approved, will be paid for at the Contract unit price.

A lawn maintenance cycle shall not take place on Saturdays, Sundays or holidays unless approved in advance by the Supervisor or their representative.

All elements of the lawn maintenance cycle shall be **completed the same day they are started**. No partial mowing will be allowed unless weather forces delays. If rain or wet turf conditions exist, the Contractor shall finish the cycle as soon as favorable conditions exist.

All clippings, edging debris, leaves, and other debris shall be removed from the site and disposed of properly at the Contractor's expense, and shall not be disposed of in MDOT furnished dumpsters or on MDOT property.

Mowing

APPROXIMATE areas to be mowed will be provided at the pre-bid meeting that will be held at 10am Thursday, June 19, 2014, at the M-60 roadside park in Burlington.

Grass shall be mowed to an average height of three inches. At no time shall more than

50% of the grass blade length be cut in one cycle. The initial mowing at the beginning of the mowing season may require an additional cycle.

Grass shall not be mowed when wet or excessively dry/dormant conditions exist.

Clippings shall be removed, if visible, after mowing. All clippings shall be removed from all sidewalks, concrete picnic table pads, parking areas and flower and shrub beds.

Grass Trimming

Trim grass around all fixed objects and trees at every mowing. Also trim along fence adjacent to any mowed areas. Extreme care shall be used to prevent injury to MDOT fixed objects and trees. Contractor will be liable for damages as determined by the Supervisor.

Edging

Edge along walks and curb areas with a motorized edger every second mowing. Edging shall be no wider than half (1/2) inch from sidewalk/curb to lawn surface. All edging debris shall be removed from the site.

Spring/Fall Cleanup

Prior to the first mowing of the season, and after the last mowing, the Contractor shall rake all leaves, sticks, trash, and other debris from the lawn and dispose of at his/her own expense. This work shall be incidental to the Contract unit price.

Herbicides

THE USE OF HERBICIDES BY THE CONTRACTOR FOR ANY WORK TASK INCLUDED IN THE CONTRACT IS STRICTLY PROHIBITED.

Payment

Payment for the completed work shall be included in the Contract unit price for all labor, equipment and materials required to satisfactorily complete the work described herein.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder, by its officers and authorized agents or representatives present at the time of filing this proposal, 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 proposal, that no inducement of any form or character other than that which appears on the face of the proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the proposal 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 proposal.

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 proposal. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____
(Official Corporate Title)

Of the corporation named contractor herein: that _____ who

signed the foregoing proposal on behalf of said corporation was then signed the signed the
of said

corporation; that said proposal 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 proposal 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.
