CALHOUNCOUNTY/JACKSON 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: ***912-45***. 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/JACKSON COUNTYJOINT REQUEST FOR BID
CALHOUN COUNTY ADMINISTRATOR'S OFFICE,
PURCHASING DIVISION
(269) 781-0981

ISSUE DATE: ***NOVEMBER 16, 2015***

DUE DATE: ***DECEMBER 2, 2015***

PROJECT: ***CATCH BASIN CLEANING –STATE TRUNKLINES JACKSON COUNTY; RFB#131J-15***

This Request for Bid/Proposal is being made jointly by Calhoun County and Jackson County. Calhoun County is acting as lead purchasing agency for both counties for the purposes of this Bid and all submissions will be made to Calhoun County purchasing division. All references contained herein to "county" shall be construed to mean Calhoun County and/or Jackson County unless a specific county is designated by name. This Request, together 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 Calhoun County and Jackson County, subject to the limitations set forth herein and any specific quantities that each County may commit to herein and the successful and most responsible bidder, as determined by Calhoun County acting as the agent for both Counties and when approved and accepted by the County of Calhoun.

PART I - INSTRUCTIONS, TERMS, & CONDITIONS

1.1 BID/PROPOSAL SUBMISSION:

Bids/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

No other manner of submission will be accepted. All bids/proposals received shall be noted as such on the outside of the envelope:

BID: ***CATCH BASIN CLEANING - STATE TRUNKLINES***

INQUIRIES DUE: ***MONDAY, NOVEMBER 23, 2015*** *(ref Sec. 2.4 for instructions)*

DUE DATE: ***WEDNESDAY, DECEMBER 2, 2015; 3:00 PM (Local Time)***

1.2 JOINT PURCHASING

Jackson County and Calhoun County have entered into a letter of understanding ("LOU") governing the procedure for joint purchasing by the two Counties. Calhoun County is acting as the lead purchasing agency for both Counties under this LOU. This solicitation for proposal is being issued pursuant to that LOU, the terms of which are incorporated by reference herein. A copy of the LOU can be obtained upon written request to Calhoun County. If applicable, any obligation of Calhoun County or Jackson County to purchase a specific quantity shall be subject to the limitations set forth herein. Neither County shall be obliged to purchase any specific quantity of any good or service other than what it commits to specifically in writing for that County. Any warranties for any goods or services shall extend to both Counties. Calhoun County/Jackson County may award projects or portions of projects to alternate contractors upon written notification to the successful bidder.

1.3 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.

1.4 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.

1.4.1 An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:_____

REGISTRATION NUMBER:_____

1.4.2 A PARTNERSHIP doing business under the firm name of:

_____

All of the members of which are as follows:

NAME _____
_____
_____
_____

ADDRESS _____
_____
_____

REGISTRATION NUMBER:_____

1.4.3 A CORPORATION duly organized and doing business under the laws of the State of _____
REGISTRATION NUMBER: _____

1.5 INSTRUCTIONS FOR EXECUTING CONTRACT

1.5.1 If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by anyone other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Attorney, evidencing the signer's authority to execute such a contract for and in behalf of the individual

1.5.2 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.

1.5.3 If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution shall be completed in full.

1.6 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 and Jackson County, together with their elected and appointed officials, employees, and volunteers, and others working on behalf of either 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 either county, their elected and appointed officials, employees and volunteers, and others working on behalf of either 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 either County or their elected and appointed officials, employees, and volunteers, and others working on their behalf.

When a contract agency works on behalf of the Department the vendor/subcontractor 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.

1.7 RIGHTS AND REMEDIES

No provision in this document or in the Contractor's bid/proposal shall be construed, expressly or by implication as a waiver by any 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 any 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 any party to insist upon the strict performance of the contract.

1.8 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 either county shall not alter or affect the obligations of the Contractor or the rights of either county under the foregoing warranties. Additional warranty requirements may be set forth in this document. All warranties by Contractor shall extend to both counties.

1.9 INSURANCE REQUIREMENTS

The successful contractor shall not commence work under this contract until he/she 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.

1.9.1 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.

1.9.2 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 **$1,000,000** 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) Explosion, Collapse, and Underground (XCU); (F) Shall not exclude road design.

1.9.3 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 ***$500,000*** per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

1.9.4 Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement starting that the following shall be ***Additional Insureds:*** Calhoun County and Jackson County together with their elected and appointed officials, employees and volunteers, boards, commissions, and/or authorities and board members, including employees and volunteers.

1.9.5 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).

1.9.6 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 Purchasing 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 the counties and those individuals identified in paragraph 1.9.4 added as additional insureds to their insurance policy.

1.9.7 Accident Liability- The contractor shall at all times exercise extreme care and shall assume all legal liability for damages both to property and to persons resulting from any accident which may occur as a result of the work performed under this contract. The contractor shall save harmless and indemnify each county for damages arising out of and during the progress of the work performed under this contract and further will name each County as additional insured, pursuant to *Sec. 1.9.4.*

1.9.8 MDOT Requirement- The vendor/subcontractor shall provide the Transportation Service Center (TSC) a copy of the vendor/subcontractor's "Certificate of Liability Insurance" with the Michigan Department of Transportation as a Certificate Holder and a 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.

1.10 TAXES

Except as may be otherwise provided in the RFP/RFB, the counties are both 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.

1.11 GRATUITIES

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

1.12 INDEPENDENT SERVICE COST DETERMINATION BY CONTRACTOR

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

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

1.12.2 The service cost quoted in the bid/proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.

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

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

1.13 DISCLOSURE

1.13.1 All information in bids/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.

1.13.2 If a person believes that any portion of a bid, bid offer, specification, protest or correspondence contains information that should be withheld, then the Calhoun County Purchasing Department should be so advised in writing (price is not confidential and will not be withheld). Calhoun County Purchasing Department shall review all requests for confidentiality and provide a written determination as required by the Michigan FOIA. If the confidential request is denied, such information shall be disclosed as public information.

1.14 CONTRACT NEGOTIATIONS

At the completion of the evaluation process, Calhoun County as purchasing agent 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/proposal. 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, Calhoun County may require that the offeror submit a cost bid in sufficient detail for the Calhoun County Purchasing Department to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award shall be made by the Calhoun County Board of Commissioners to the offeror whose bid/proposal is most advantageous to the counties. Jackson County will authorize any purchases under the contract using the same terms approved by Calhoun County through the issuance of purchase orders using its purchasing process.

1.15 CONTRACT

The contract shall be based upon this Joint Request for Bid/Proposal and the offer submitted by the Contractor in response to the Joint Request for Bid/Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Bid/Proposal. Calhoun County for itself and as agent for Jackson 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 Calhoun County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between the Counties 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.

1.16 AWARD OF CONTRACTS

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the Calhoun County Purchasing Department, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP/RFB), all documents necessary to the successful execution of the contract.

1.16.1 The contract will be awarded to the most responsible bidder whose bid/proposal conforming to this solicitation will be most advantageous to the counties, price and other factors considered.

1.16.2 Calhoun County, for itself and as agent for Jackson County reserves the right to accept or reject any or all bids/proposals and to waive informalities and irregularities in bids, proposals, or bidding procedures, and to accept any bid/proposal determined by it to be in the best interests of the counties, even though not the lowest bid/proposal.

1.16.3 Calhoun County, for itself and as agent for Jackson County reserves the right to postpone the bid/proposal opening for its own convenience.

1.16.4 Calhoun County, for itself and as agent for Jackson County reserves the right to reissue the request for bid/proposal.

1.16.5 NON-EXCLUSIVE CONTRACT: Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the counties. The counties each reserve the right to obtain like goods or services from another source when necessary.

1.17 PRIME CONTRACTOR RESPONSIBILITIES - SUBCONTRACTING

The selected contractor will be required to assume responsibility for all services offered in the bid/proposal whether or not parts of the contract are subcontracted. Further, each 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.

1.18 INDEPENDENT CONTRACTOR

1.18.1 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.

1.18.2 Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days by either county.

1.18.3 Counties 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 any county payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

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 Calhoun County, for itself and as agent for Jackson 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. Calhoun County, for itself and as agent for Jackson County shall not unreasonably withhold approval and shall notify the Contractor of its 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 Calhoun County, for itself and as agent for Jackson County, and no delegation of any duty of Contractor shall be made without prior written permission of Calhoun County, for itself and as agent for Jackson County. Calhoun County, for itself and as agent for Jackson County shall not unreasonably withhold approval and shall notify the contractor of its 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/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. Payment shall be made by each County for specific services and or quantities purchased by it through the issuance of one or more purchase orders. All Invoices must be submitted no later than September 15th.

1.23 LENGTH OF CONTRACT

The term of the contract shall be for a ***two year period***, commencing on date of award. Calhoun County, for itself and as the agent for Jackson County reserves the right to delay the commencement of this contract for the purposes of allowing either 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 Calhoun County for itself and as the agent for Jackson 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, either 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 Calhoun County for itself and as the agent for Jackson County may terminate this agreement with a 120 day written notification to the other party. In the event either county no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, each 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 Bid/Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP/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/proposal Calhoun County for itself and as the agent for Jackson County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

1.26 FAIR EMPLOYMENT PRACTICES

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

1.27 CONTRACTOR STORM WATER REQUIREMENTS

The Calhoun County Road Department (CCRD) has a storm sewer system that is separate from sanitary system located within the County. Storm water from the CCRD's system drains directly to local waterways without being cleaned. CCRD is subject to the requirements of the Phase II Storm Water Regulations (the "Phase II Regulations"), 33 USC 1251, et seq., published by the United States Environmental Protection Agency ("EPA") in the Federal Register on December 8, 1999. One of the requirements is to ensure that contractors performing work for CCRD be trained in illicit discharges and pollution prevention and good housekeeping. For a list of items each employee performing work for CCRD must be trained on by his/her employer prior to work commencing, **click here**.

PART II - GENERAL PROVISIONS

2.1 SUBMISSION OF BIDS/PROPOSALS

2.1.1 One original and **three (3)** copies of each bid/proposal should be submitted on the forms and in the format specified in the RFP/RFB. The original copy of the bid/proposal should be clearly labeled "Original" and shall be unbound and single-sided. Calhoun County, for itself and as agent for Jackson County reserves the right to assess a copy charge to any vendor who does not submit the requested number of bid/proposal copies, as well as additions to the bid/proposal such as pamphlets, brochures, catalogs, etc. The material should be in sequence and related to the RFP/RFB. Neither county will provide any reimbursement for the cost of developing or presenting bids/proposals in response to this RFP/RFB. Failure to include the requested information may have a negative impact on the evaluation of the offeror's bid/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, bidders must submit a complete response to this RFP/RFB. No other distribution of RFP/RFB is to be made by this bidder. The bid/proposal must be signed in ink by an official authorized to bind the contractor to its provisions. Bids/proposals must remain valid for at least ninety (90) days from the opening date.

2.2 PREPARATION OF BIDS/PROPOSALS

2.2.1 The bid/proposal 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/proposal shall be legally signed and the complete address of the bidder provided thereon.

2.3 ACCEPTANCE OF RFP/RFB CONTENT

It is the responsibility of all offerors to examine the entire Request for Bid/Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date. The contents of this RFP/RFB and the bidder's bid/proposal 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 Proposal/Bid (RFP/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/proposal. Any information given to a prospective bidder concerning the RFP/RFB will be furnished to all prospective bidders as an amendment or an addendum to the RFP/RFB if such information would be of significance to uninformed bidders. Calhoun County Purchasing Department, for Calhoun County and as the agent for Jackson 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/RFB must be submitted ***in writing*** to the issuing office via e-mail by ***Monday, November 23, 2015***. All questions and answers will be posted to Calhoun County's website so as to be available to all potential bidders by ***Wednesday, November 25, 2015*** 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,
Marshall, Michigan 49068
Email: lobrig@calhouncountymi.gov

2.5 RESPONSIVE BID/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 bids/proposals on a fair and uniform basis. Calhoun County Purchasing Department, for Calhoun County and as the agent for Jackson County reserves the right to accept or reject any or all bids/proposals and to waive informalities and irregularities in bids, proposals, or bidding procedures, and to accept any bid/proposal determined by Calhoun County Purchasing Department to be in the best interests of both counties, even though not the lowest bid.

Bids/proposals shall remain vital for ninety (90) days from opening.

2.6 SPECIAL CONDITIONS

2.6.1 Quantity Commitment

Nothing herein is a guarantee of purchase; any and all purchases shall be made at the sole discretion of Calhoun County/Jackson County, unless otherwise stated. Each County shall be obligated only to purchase the specific quantity that it commits to purchase in writing as set forth herein, subject to any limitations set forth herein.

2.6.2 Informed Bidders

2.6.2.1 Before submitting bids/proposals, Bidders must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error.

2.6.2.2 Contractors shall investigate and become familiar with conditions relating the work to be performed according to the contract and specifications. Failure upon the part of the contractor to investigate or inspect will not be grounds for additional compensation under the contract and shall be the Contractor's responsibility to address to each county's satisfaction.

2.6.2.3 Submission of a bid/proposal will be construed as conclusive presumption that the contractor is thoroughly familiar with the bid/proposal requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

2.6.3 Right to Inspect

Each county shall have the right to inspect any material and equipment to be used in carrying out the terms of this contract. Neither county shall be held responsible for any damage to the contractor's equipment

2.6.4 Availability of Material

Neither county assumes any responsibility for the availability of any materials, equipment, or components required under the contract. The Contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work furnished under this contract.

2.6.5 MDOT Standards

Materials, equipment, components, or completed work not complying with the 2012 Michigan Department of Transportation (MDOT) Standard Specifications and/or as

specified within this bid/proposal may be rejected by either county and shall be replaced by the Contractor at no cost to either county.

2.6.6 Material Safety Data Sheets

Material Safety Data Sheets (MSDS) must be submitted by Contractor with any bid/proposal or quote for a product or service that requires the use of a product that is required to have a Material Safety Data Sheet.

2.7 LATE BIDS

Any bid received at the office herein designated after the exact time specified for receipt will not be considered. All bids must be submitted in compliance with the instructions designated in *Sec. 1.1, page 1.* No other manner of submission will be accepted. The prevailing clock shall be www.time.gov .

2.8 ALTERNATE BIDS/PROPOSALS

Bidders are cautioned that any alternate bid/proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP/RFB, may be considered non-responsive and at the option of Calhoun County, for itself and as the agent for Jackson County, , result in the rejection of the bid/proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid/Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP/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 Calhoun County, for itself and as the agent for Jackson County, will assume vendor is in agreement.

2.9 WITHDRAWAL OF BID/PROPOSAL

Bids/proposals may be withdrawn prior to the exact time set for receipt of bids/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 bid/proposal documents.

PART III - TECHNICAL SPECIFICATIONS

3.1 INTRODUCTION TO SPECIFICATIONS

Calhoun/Jackson County are seeking bids for cleaning catch basins on state trunklines in Jackson County. The length of the proposed contract will be for a two year period, commencing on the date of award. Bid prices shall remain firm for the course of this contract. The most responsive bid shall include the following specifications and requirements:

3.2 SPECIFICATIONS :

Calhoun County/Jackson County are seeking bids for cleaning catch basins on state trunklines and jetting out tile lines. A tile line camera may be required periodically. No subcontracting will be allowed on this project.

3.2.1 REQUIREMENTS

3.2.1.1 The contractor shall personally oversee the work or shall have a competent person, at least 18 years of age, on site at all times to act for him.

3.2.1.2 Contractors are notified to investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. Failure on the part of the contractor to investigate or inspect will not be grounds for additional compensation under the contract.

3.2.1.3 The road agency shall have the right to inspect any-material and equipment to be used in carrying out the terms of this contract. The road agency shall not be held responsible for any damage to the contractor's equipment.

3.2.1.4 The road agency does not assume any responsibility for the availability of any materials, equipment or components required under the contract. The contractor shall be responsible for the quality and standards of all materials, equipment, components or completed work furnished under this contract.

3.2.1.5 Materials, equipment, components or completed work not complying may be rejected by the road agency and shall be replaced by the contractor at no cost to the road agency.

3.2.1.6 Bidder will make out a **daily log sheet** supplied by the JCDOT of catch basins cleaned, additional services rendered, and locations.

3.2.1.7 Bidder will invoice the JCDOT by State Highway road section. The daily completion sheet will accompany this invoice.

3.2.1.8 Appendix A outlines the description of the 2 year contracted work. *(For information purposes, only.)*

3.2.2 WORK METHODS AND PROCEDURES

3.2.2.1 A field review by the contractor with the road agency prior to catch basin cleaning will be made to verify work areas and the method to be used.

3.2.3 EQUIPMENT

3.2.3.1 Bidder shall be required to use the following vacuum-type equipment as approved through demonstration for the road agency: vactor with jettier – optional camera.

3.2.3.2 Equipment must be further equipped with flashing traffic control arrow and rotating (360) degree amber lights visible from the front and rear for safety purposes, and other devices bidder feels necessary for a safe operation.

3.2.3.3 Bidder will provide a list of equipment to be used on the project. Vehicles will have warning lights in accordance with the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) most recent edition.

3.2.4 DEBRIS DISPOSAL

3.2.4.1 **Catch Basin**

The Contractor is responsible for disposal of all material using either Disposal Alternate A or B listed below. At no time will waste material or storage containers be staged stored on JCDOT or MDOT properties or right of way.

Disposal Alternate A
Solid Waste Phase
The solid waste generated shall be disposed of at a Type II landfill. Solid is defined as having no releasable liquids. The landfill may require testing before accepting the waste. The Contract Compliance Inspector (CCI) shall be provided disposal documentation from the Type II landfill.
Liquid Waste Phase:
Option 1 - This waste may be evaporated; or

Option 2 -This waste may be placed in a sanitary sewer system with approval of the owner of the system. A copy of the owner's approval shall be provided to the CCI; or

Option 3 - Disposal of this waste shall be by placement into a portable tank or container and allowing enough time to allow the sediment and suspended solids to settle out. After the settling has occurred, only the clear liquid phase may be discharged into a storm sewer, well above a receiving stream, creek, drain, etc. This option must be carefully monitored to ensure that contaminants or sediment are not placed back into the sewer system. The remaining solid/liquid phase is to be managed as a waste and disposed of using Disposal Alternate B or using Disposal Alternate A with Options one (1) or two (2).

Disposal Alternate B
The waste generated shall be transported and disposed of by a Licensed Liquid Waste Hauler in accordance with Part 121, Liquid Industrial Waste, of the Natural Resources and Environmental Protection Act, Act 451, PA 1994. The CCI shall be provided a copy of the manifest with every invoice submitted.

If, at any time, the material is suspected of being hazardous, the CCI shall be notified.
Drainage structures to be cleaned shall be measured as Drainage Structure Lead, cleaning each. The completed work will be paid for at this Contract unit price each, which price includes all equipment and labor to clean basin or manhole and hauling, testing if required for disposal, and disposing of all waste.
If material tests hazardous as defined by Part 111 of the Natural Resources and Environmental Act, Act 451, P.A. 1994, the CCI shall be notified immediately. Payment for disposal of hazardous material shall be as per Subsection 109.07 Extra and Force Account Work.

3.2.5 DUST CONTROL

3.2.5.1 All cleaning must be accomplished with the use of water. It will be the bidder's responsibility to secure sources for this operation.

3.2.6 CLEANING PROCEDURES

3.2.6.1 All cleaning shall be completed with the flow of traffic. Each section of road being serviced shall be completed unless otherwise directed. **All**

traffic control and traffic control devices shall be the contractor's responsibility unless otherwise noted in appendix. JCDOT will provide Single lane closures on the I-94 from Sargent Road to Airport Road is required both east and west bounds with proper signing. Work to be done between the hours of 6:30am – 4pm Monday through Thursday unless otherwise directed.

3.2.6.2 **Maintaining Traffic**

Traffic shall be maintained in accordance with Sections 103 and 812 of the 2012 MDOT Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD). All operations shall be conducted in a manner that will not create a hazard. The Contractor shall not operate equipment in a manner that requires unnecessary crossing of the roadway. The Contractor shall not park equipment within the right of way of any state trunk line in a manner not permitted by posted traffic control devices. The Contractor shall not store equipment in the right of way of any state trunk line or on state property when not engaged in sweeping operations.

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

3.2.6.3 If any basins are not completely cleaned as specified or any additional service, the contractor shall be recalled to complete the job at the contractor's expense.

3.2.6.4 If contractor finds a basin that he/she feels is in need of repair either prior to or after cleaning, this condition must be reported the road agency as soon as possible.

3.2.7 ESTIMATED QUANTITY

3.2.7.1 Approximately 700 basins per year in Jackson County – this is only an estimate, there could be more or less.

3.2.7.2 The right is reserved by the road agency to increase or decrease this quantity with cost additions or deductions calculated on a pro-rate basis using unit cost of the bid.

3.2.7.3 Upon award of the contract, the road agency will hold a meeting to review locations of basins and to discuss relevant contract issues.

3.2.8 BID PRICE STRUCTURE

3.2.8.1 Bidding unit and pay item for catch basin cleaning for regularly scheduled and additional services shall be cost per basin regardless of the type of structure and dimensions.

3.2.8.2 Scheduling of the order and priorities of basin cleaning will be accomplished upon award of the contract. The road agency reserves the right to make adjustments and changes throughout the contract season.

3.2.9 SCHEDULING

3.2.9.1 Regularly scheduled cleaning must be completed by August 31st of each year.

3.2.9.2 There shall be no Saturday, Sunday or night work, unless pre-approved. Work hours to be between 6:30am – 4pm, Monday through Thursday. Catch basin completion dates: April 1st through August 31st. Prior notification must be sent to the road agency representative before work is performed.

3.2.10 PERMITS AND LICENSES

3.2.10.1 Any permits, licenses, certificates or fees required in the execution of the contract shall be obtained and paid for by the contractor.

3.2.10.2 **Public Convenience and Safety**

The Contractor shall take any other actions, on either their own responsibility or as directed by the CCI 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. The Contractor shall take any other actions, on either their own responsibility or as directed by the CCI 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.

Damages

The Contractor shall, at their own expense, preserve and protect from injury all property, either public or private, along and adjacent to the roadway. The Contractor shall be responsible for, and repair to, at their own expense, any and all damage and injury thereto, arising out of or in consequence of any act or omission of the

Contractor or their employees, in the performance of the work covered by this Contract prior to completion and acceptance thereof.
The Contractor shall immediately repair all damage to signs, light fixtures, and delineators to the satisfaction of the CCI. Damage to traffic control devices (signs) and/or manholes shall be reported to the CCI, or designated representative, immediately. If localized failure to the roadway is imminent, contact the CCI immediately. All other remarks should be included in the weekly report.

All landscape plant material damaged by the Contractor shall be replaced, in kind, according to Sections 815 and 917 of the 2003 Standard Specifications for Construction and as herein specified. Planting may only be done prior to May 10 of the following year, if the damage occurred after May 10. All replacement plants must be maintained during the specified establishment period.

Payment for work performed may be withheld until satisfactory repairs are made. If JCDOT or MDOT makes repairs, the actual replacement costs including all labor, equipment, materials, and fringe benefits shall be charged to the Contractor.

3.2.11MAINTENANCE

3.2.11.1 Sides and bottom of the catch basin shall be thoroughly flushed to remove leafs, sediment, gravel and all other debris.

3.2.11.2 Contractor shall completely vacuum water and debris from cleaned catch basin.

3.2.11.3 Large debris shall be removed by hand, if necessary, to attain a thoroughly cleaned catch basin.

3.2.11.4 Carefully clean ring seat before replacing cover.

3.3 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:**

3.3.1 *Pricing-* Attachments C *(pricing sheet, fully completed & signed)*

3.3.2 *Equipment List*

3.3.3 *References*

Provide at least three (3) references for companies or relatively local road departments for which you have provided cutting blades of the types requested in the RFP/RFB. Include the type of product or services supplied, as well as a contact name and corresponding phone number or email address.

_____

_____

_____

3.3.4 *Qualifications of Firm- Briefly describe firm:*

_____

_____

_____

3.3.5 Legal Status of Bidder completed *(ref. Sec. 1.4)*

3.3.6 Attachment A *(Non-Collusion Affidavit)*

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

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/Jackson County, based on the following criteria:

3.4.1 *Pricing*

3.4.2 *Equipment List*

3.4.2 *References*

3.4.3 *Qualifications of Firm*

3.5 RESPONSE TO RFP/RFB

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

3.6 AWARD OF BID

Upon award of bid, the successful contractor is required to attend (a) start-up meeting(s) with CCRD/JDOT personnel to discuss the projected work schedule, equipment to be used, and intended hours of work.

LATE BID/PROPOSAL PACKETS WILL NOT BE CONSIDERED.

ATTACHMENT A

NON-COLLUSION AFFIDAVIT

The bidder/proposer, by its officers and authorized agents or representatives present at the time of filing this bid/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/proposer 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/proposer or public officer any sum of money, or has given or is to give to such other bidder/proposer 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/proposer or bidder/proposers, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bid/proposal, that no inducement of any form or character other than that which appears on the face of the bid/proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid/proposal or awarding of the contract, nor has this bid/proposal 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/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 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
BID SHEET RFB#131J-15

CATCH BASIN CLEANING-STATE TRUNKLINES JACKSON COUNTY

Cost per basin	$_____
Per foot for Jettier	$_____
Tile line camera per foot	$_____
Price firm to (date)	_____/_____/_____

(Attachment C – continued)

COMPLETE FOR BID SHEET C

Company or Bidder's Name: _____

Address: _____

City: _____ **State:** _____ **Zip:** _____

Telephone Number: _____ **Fax Number:** _____

Contact Person: _____

Title: _____

Email Address: _____

The Undersigned hereby offers and agrees to furnish the material or service to Jackson County Department of Transportation (JCDOT) in compliance with the terms and conditions of the Request for Proposal. Upon final approval and notice of award by the County, the Contractor is bound to sell the materials or services listed by the attached contract and based upon the Request for Proposal, including all terms, conditions, specification, scope of work, amendments, the Contractor's Offer and any best and final offers, as accepted by the County.

During the duration of this agreement, the Calhoun County Road Department (CCRD) may offer the Contractor the opportunity to furnish the materials or services listed by the attached contract based upon the Request for Proposal, including all terms, conditions, specification, scope of work, amendments, the Contractor's Offer and any best and final offers, contingent upon the mutual agreement of both parties as to quantities, delivery location, and the sell price.

Authorized Signature: _____

Date: _____

EXCEPTIONS/NOTES: _____

_____

_____

_____

Quantities shown within this contract shall not be construed to represent any amount which the County shall be obligated to purchase under this contract, or relieve the contractor of his obligation to fill all orders placed by the County.

APPENDIX A

JCDOT Catch Basin Cleaning 2016 & 2017

Year 2016

I 94, CS 38101
Located on I 94 from the Airport Road-I 94 interchange to the I 94-Sargent Road interchange.
Work consists of cleaning and flushing all catch basins in both eastbound and westbound lanes along the center wall and center guardrail sections.
Time restrictions will have to be utilized along this corridor with work only being allowed on Sunday mornings between the hours of 6 AM to 10 AM.
Traffic control (left lane closure/s) will be provided by the Jackson County Department of Transportation, or others.

Total Number of Structures to be cleaned & flushed: 124

Year 2016

I 94 BL, CS 38082, 38083
Located on I 94 BL (Michigan Avenue-Ann Arbor Road) from the M 60-I 94BL (Michigan Avenue) interchange to intersection with I 94 BL (Michigan Avenue) Brown Street intersection and from the I 94 BL (Michigan Avenue) Horton Street intersection to the I 94 BL (Ann Arbor Road) Sargent Road interchange.
Work consists of cleaning and flushing all catch basins in both eastbound and westbound curblines including a curbline edge drain located on the north side of I 94 BL (Michigan Avenue) between Laurence Avenue and 21st Street.

Total Number of Structures to be cleaned & flushed: 189 (including curbline edge drain)

Year 2016

M 50 CS 38171
Located on M 50 from the intersection of US 127 to the intersection of US 12.
Work consists of cleaning and flushing all catch basins along this route.

Total Number of Structures to be cleaned & flushed: 157

Year 2016

M 106 CS 38051
Located on M 106 from the intersection of M 106 (Cooper St) and Brookley Avenue to the intersection of M 52-M 106 (Main Street) in the Village of Stockbridge.
Work consists of cleaning and flushing all catch basins along this route.

Total Number of Structures to be cleaned & flushed: 87

Year 2016

US 12 CS 30062 & 46101
Located on US 12 from the intersection of Round Lake Road (Hillsdale County) to the intersection of M 52.
Work consists of cleaning and flushing catch basins along this route.

Total Number of Structures to be cleaned & flushed: 102

Year 2016

M 50-US 127 BR, CS 38083
Located on M 50 (Brooklyn Road) from M 50 (Brooklyn Road) and E South Street intersection to the M 50-M50 (McDevitt Road) intersection.
Work consists of cleaning and flushing all catch basins in both curblines.

Total Number of Structures to be cleaned & flushed: 50

Year 2016

M 124 CS 38021
Located on M 124 from the intersection of M 50 to the intersection of US 12.
Work consists of cleaning and flushing all catch basins along this route.

Total Number of Structures to be cleaned & flushed: 7

Year 2017

I 94, CS 38101
Located on I 94 from the Airport Road-I 94 interchange to the I 94-Sargent Road interchange.
Work consists of cleaning and flushing all catch basins in both eastbound and westbound lanes along the center wall and center guardrail sections.
Time restrictions will have to be utilized along this corridor with work only being allowed on Sunday mornings between the hours of 6 AM to 10 AM.
Traffic control (left lane closure/s) will be provided by the Jackson County Department of Transportation or others.

Total Number of Structures to be cleaned & flushed: 124

Year 2017

M 60 CS 38061
Located on M 60 from the Calhoun County Line to I 94.
Work consists of cleaning and flushing all catch basins along this route.

Total Number of Structures to be cleaned & flushed: 62

Year 2017

US 127 CS 38111, 46011 & 30071
Located on US 127 from I 94 to the intersection of M 34 in the village of Hudson.
Work consists of cleaning and flushing all catch basins along this route.

Total Number of Structures to be cleaned & flushed: 199

Year 2017

M 99 CS 38011
Located on M 99 from south of I 94 to M 50.
Work consists of cleaning and flushing all catch basins along this route.

Total Number of Structures to be cleaned & flushed: 34

Year 2017

M 50 CS 38073
Located on M 50 from the intersection of US 127 to the intersection of M 99.
Work consists of cleaning and flushing all catch basins along this route.

Total Number of Structures to be cleaned & flushed: 9

Year 2017

US 127 CS 38131
Located on US 127 from the intersection of Boardman Road to the Ingham County Line.
Work consists of cleaning and flushing all catch basins along this route.

Total Number of Structures to be cleaned & flushed: 53

Year 2017

I 94 CS 38101, 38102 & 38103
Located on I 94 from the Calhoun County Line to Airport Road interchange and from the Sargent Road interchange to the Washtenaw County Line.
Work consists of cleaning and flushing all catch basins along this route.

Total Number of Structures to be cleaned & flushed: 230