

**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: **968.74**. 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 COUNTY
JOINT REQUEST FOR BID
CALHOUN COUNTY ADMINISTRATION OFFICE,
PURCHASING DIVISION
(269) 781-0981

ISSUE DATE:*MONDAY, MARCH 11, 2019*

DUE DATE:*MONDAY, MARCH 25, 2019*

PROJECT:*STATE TRUNKLINE STREET SWEEPING –RFB#106JX-2019*

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.

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:*STATE TRUNKLINE STREET SWEEPING –RFB#106JX-2019*

DUE DATE:*MONDAY, MARCH 25, 2019 3:00 PM (Local Time)*

BID ON STATE TRUNKLINE STREET SWEEPING 2019-2020

This proposal shall be legibly prepared in ink or typed on the bidding blank furnished. Bid prices must have specific dollar values unless otherwise requested on the bid document. Any bid not stated in dollar value will be disqualified as non-responsive. If any price already entered by the bidder is to be altered, it shall be crossed out with ink, the new price entered above it with ink and initialed by the bidder, also in ink. Proposals prepared with pencil will be rejected.

Invoices must be submitted in duplicate.

Nothing herein is a guarantee of purchase; any and all purchases shall be made at the sole discretion of the JCDOT. The JCDOT reserves the right to reject any/and all bids, or any part of same, received as a result of this Invitation for Bids, to waive irregularities and/or informalities, and to make the award in part or entirety, as is deemed to be in the best interest of the Jackson County Board of Commissioners.

The successful bidder, as part of the project award, shall be required to execute, and abide by, the terms and conditions of this contract.

Special Provision

This shall be a *two (2) year* contract.

Late Bids

Bids not received by the Bid Submittal Deadline will be considered late. Late bids will remain unopened and returned .

Cancellation of Contract

Cancellation for cause shall be at the discretion of JCDOT and shall be, but is not limited to, failure to supply the materials, equipment, or service specified within the time allowed or within the terms, conditions or provisions of this contract. The successful Bidder may not cancel the contract without prior written consent of the Jackson County Department of Transportation.

Insurance and Safety

Subcontractors, if any, shall be bound by these specifications and it is the responsibility and duty of the contractor to see that all conditions are met by the subcontractor. The contractor shall furnish proof of insurance of any subcontractors along with the contractor's proof of insurance. The same types and amounts of insurance are necessary for subcontractors as the primary contractor.

The successful bidder (hereinafter called the contractor) must indemnify and hold harmless Calhoun County and the Jackson County Department of Transportation and its employees for any and all liability arising out of the execution of this contract.

Pursuant to, and in harmony with, this indemnification provision, the Contractor shall name the JCDOT as an additional insured on its general liability insurance policy for all work performed by same, pursuant to this work or provide the JCDOT with an owner's protective liability policy in which the JCDOT will be the named insured.

Said insurance coverage's shall be maintained by the Contractor, including said additional insured endorsement, in an amount, which is not less than \$1,000,000 per occurrence. This insurance shall include endorsements for independent contractor coverage; completed operations coverage; personal injury coverage; blanket written contractual liability coverage; explosion, collapse and underground coverage. There shall not be road design exclusion in this policy.

Certificate of insurance evidencing said coverage and giving the JCDOT thirty (30) days' notice of cancellation, material change or non-renewal shall be provided to the Jackson County Department of Transportation.

Additional insured with regard to liability coverage: Must be exact and read as follows "The County of Jackson, the County of Calhoun, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteer thereof."

The above exact wording must be used on the certificate that is provided to the JCDOT. Certificates of insurance must be presented to Bob Holbert, State Maintenance Superintendent, or Jim Couling, Contracts and Purchasing Manager, prior to beginning the project. The bidder will be responsible for compliance of any subcontractors and must include their insurance also prior to starting the project.

GENERAL CONDITIONS AND SPECIFICATIONS
STATE TRUNKLINE STREET SWEEPING
JACKSON COUNTY DEPARTMENT OF TRANSPORTATION
2019-2020

RFB#106JX-2019

Scope of this work covers the sweeping on the state trunk line currently under maintenance agreement to the Jackson County Department of Transportation. Any request for a change in the contract or extension of time must be made in writing to the Jackson County Department of Transportation.

SPECIAL DETAIL

Street Sweeping will be at the discretion of the State Maintenance Superintendent Bob Holbert on designated routes. Please contact Bob Holbert at 517-788-4230 for route inquiries.

EQUIPMENT

Bidder shall be required to use one of the following Vacuum-type equipment as approved through demonstration to the Jackson County Department of Transportation:

- A. Vac-All
- B. Elgin Whirlwind
- C. Equivalent

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

DEBRIS DISPOSAL

Bidder will be responsible for the disposal of all material gathered from cleaning operations and associated cost to stockpile, landfill fees, and all agreements made with public or; private individuals and land owners. Bidder must provide evidence to the JCDOT that gathered materials have been properly disposed in accordance with current statutes and/or MDOT guidelines.

Non-Sweeping Debris

Any debris that cannot be removed by mechanical sweeping, but can be picked up by the one (1) person, shall be collected by hand, or other means, before sweeping and disposed of in a class two (2) landfill. Debris that cannot be picked up by one (1) person shall be reported to the State Maintenance Superintendent. Examples of debris that cannot be removed by mechanical sweepers include, but are not limited to: rocks, bricks, bottles, tree limbs, and sticks. Examples of debris that can be removed by mechanical sweepers include, but are not limited to: dirt, paper, and leaf piles less than eight (8) inches in depth.

ACCIDENT LIABILITY

The contractor shall be liable for 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 the Jackson County Board of Commissioners for damages arising out of and during the progress of the work performed under this contract and further will name the Jackson County Board of Commissioners as an additional insured.

Certificate Holder

Jackson County Department of Transportation
2400 N. Elm St
Jackson, Mich. 49201

The contractor must provide adequate protection for traffic. The protection is to be accomplished by using the Michigan Manual for Uniform Control Services Standard Signing for Construction Projects, Part VI. If roads are to be blocked for a short period of time State Maintenance Superintendent Ted Kinch must be notified. These standards must be followed at every job site or contract will be terminated.

As a contractor for JCDOT you should not allow yourself to become involved in disputes or argument with property owners or the public. Refer problems to JCDOT and urge the property owners to refer the problem to JCDOT at (517) 788-4230.

SCHEDULING

Scheduling of the priorities and orders of streets to be swept will be accomplished upon award of contract. Right is reserved to make adjustments and changes throughout the contract season.

Sweeping Schedule Completion Dates - State Trunk lines:

<u>Round</u>	<u>Starting Date</u>	<u>Completion Date</u>
1.)	April 15	May 20
2.)	At JCDOT's Request	

There shall be no holidays or Michigan International Speedway event weekends from Fridays at noon until the following Tuesday unless pre-approved.

There shall be no sweeping to be done during Faster Horses weekend on routes south of I-94 (Thursday at noon until the following Tuesday morning).

Wall Sweeping-I-94 "Sargent Road to Airport Road Eastbound and Westbound" to be done between 10 P.M. and 5 A.M.

PERMITS AND LICENSES

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

CANCELLATION OF CONTRACT PROVISIONS

The Jackson County Board of Commissioners shall have the exclusive right to cancel the contract for non-performance.

Should a daily inspection by the Jackson County Department of Transportation designated representative reveal that the contractor's work results in any non-acceptable conditions:

- A.) The Jackson County Department of Transportation designated representative at the time of the first circumstance shall call for a meeting with the contractor and issue a written warning of possible contract termination should the condition continue.
- B.) If the condition should repeat for a second time, written notice of termination shall be sent.

Noncompliance includes but is not limited to:

- 1.) Failure of the contractor to meet the requirements specified in the progress schedule without prior approval of the Contract Administrator.
- 2.) Failure of the contractor to perform in accordance with any of the specifications defined above.

DUST CONTROL

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

SWEEPING PROCEDURES

All sweeping 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 responsibility. Sweeping will be completed Monday through Friday. Sweeping is to be performed between the hours of 6:30 AM and 5:00 PM unless otherwise directed. Attenuator truck to be used in narrows "Sargent Road to Airport Road"

**METHOD OF PAYMENT
DAILY LOG AND INSPECTION**

Bidder will make a daily log sheet out, supplied by the Jackson County Department of Transportation streets swept, additional services rendered and locations.

Bidder will invoice the Jackson County Department of Transportation by State Highway road sections accompanied by daily work sheets.

Bidder will notify Jackson County Department of Transportation upon completion of an area so inspection can be made.

Upon notification and approval, as indicated upon inspection, payment shall be made in accordance with the predetermined bid rate.

The Jackson County Department of Transportation must be contacted between 7:00 A.M. and 9:00 A.M. reporting what work was logged the previous day so that an inspection can be made.

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

The cut-off day for submitting bills for payment will be Thursday. Payment will be approved by the board no earlier than thirteen (13) days later. The final bill for the season must be submitted no later than September 15, 2019 and 2020.

ESTIMATED QUANTITY

The right is reserved by the Jackson County Department of Transportation to increase or decrease this quantity with cost additions or deductions calculated on a pro-rated basis using bid unit costs.

Upon award of contract, Jackson County Department of Transportation will hold a post-award meeting to review scope and execution of contract, prior to commencement of contract work.

The Jackson County Department of Transportation reserves the right to bill the contractor for any damages due to the default of the contractor. Liquidated damages of \$200.00 per calendar day for every day past the completion date.

Subcontracting:

No subcontracting will be allowed on this project.

Maintenance of Traffic (MOT)

All Maintenance of Traffic shall be done in accordance with MDOT's Maintenance Work Zone Traffic Control Guidelines dated April 2007, or most current edition.

Available at https://www.michigan.gov/documents/zonecontrol_112912_7.pdf

MAINTENANCE ADVISORY

From: Jon W. Reincke, Engineer of Maintenance - Michigan Department of Transportation

STREET SWEEPING

The Michigan Department of Environmental Quality (MDEQ) has issued a new Guidance Document pertaining to Catch Basin Cleaning Activities. This guidance has generated changes to the following Maintenance Performance Guides:

Activity 132, Curb Sweeping

Now, all standing water in the catch basin must be removed with a pump not connected to the vacuum truck prior to removal of the solids. The other options of disposing the liquids by sanitary system or as liquid industrial waste remain unaffected. The solids may then be removed and disposed of properly.

Street Sweepings are also required to follow the proper solid waste disposal requirements. If water is used during sweeping for dust control, and excess liquid portion must be separated properly (see Activity 132) before disposal.

These changes are reflected in the above Maintenance Performance Guides.

TITLE VI

The Jackson County Department of Transportation (JCDOT), in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat.252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally-assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award.

APPENDIX A

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

Compliance with Regulations: The contractor shall comply with the Regulations relative to non-discrimination in Federally-assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

Non-discrimination: The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21,5 of the Regulation, including employment practices when the contractor covers a program set forth in Appendix B of the Regulations,

Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.

Information and Reports: The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the JCDOT to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Non-compliance: In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the JCDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate,

Incorporation of Provisions: The contractor shall include the provisions of paragraph (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the JCDOT may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the JCDOT to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States

**ITEMIZED BID SHEET
STATE TRUNKLINE STREET SWEEPING**

**RFB#106JX-19
2019-2020**

STATE TRUNKLINES

State Trunk line per curb mile	\$ _____
I-94 Barrier Wall and curbing per mile	\$ _____
Total Contract Amount	\$ _____

ADDITIONAL SERVICES

The Jackson County Department of Transportation may have a need for extra services outside contract parameters.

- 1.) Emergency call out sweeping - per hour, contractor must respond within two hours
\$ _____/hr.
- 2.) Additional I-94 concrete barrier sweeping \$ _____/per mile

Company Name _____

Company Address _____

City _____ State _____ Zip _____

Telephone number _____

Fax number _____

Signature _____

Date _____

Emergency Number _____

Mobile Number _____

LOG OF STATE TRUNKLINES TO BE SWEPT

AREA	DESCRIPTION	MILEAGE (Approximate)
I-94	Concrete median barrier	26.5 miles
BL-94E	Curb miles	2.7 miles
BL-94W	Curb miles	2.3 miles
127 @ US 12	Curb miles	.5
127 @ US 223	Curb miles	.5
US 12 @ M50	Curb miles	.5
127 S. ramps (N&S BD)	Curb miles	2.1
127N @ I-94	Curb miles	1.3
M-106 over I-94	Curb miles	1.4
M-106 various locations	Curb miles	.4
US 12	Curb miles	9.5
VILLAGES		
Brooklyn	Curb miles	1.8
Napoleon	Curb miles	.5
Springport	Curb miles	.3
Stockbridge	Curb miles	1.0

****See following MDOT General Maintenance:***

Activity Name: Curb Sweeping

Activity #: 13600

Description/Purpose: Routine mechanical sweeping of curbs and gutters. Some curb sweeping may be performed by contractors. Contract curb sweeping is also reported to 13600. Please indicate contract work by using the appropriate object code when reporting.

<u>Recommended Crew Size</u>	<u>Equipment</u>		
1-Rural	<u>Qty</u>	<u>Code</u>	<u>Description</u>
2- Urban	1	62	Street sweeper
Material		<u>Optional</u>	
	1	02/03	Pickup
<u>Average Daily Production</u>	1	12	Flashing arrow
I - 3 miles of curb			

Recommended Work Method

1. [Review environmental, training, and safety precautions.](#)
2. Water may be used to control dust hazard.
3. Pick up material with sweeper.
4. **See disposal of material below. Consult with the region resource specialist for the proper procedures to follow for disposal of solid and liquid waste.**

MDOT Staff (or Contractor) is responsible for disposal of all material as follows:

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 TSC Maintenance Coordinator/Supervisor (or Contract Administrator) shall be provided disposal documentation from the Type II landfill.

If water is used for dust control, the following disposal of the liquid phase shall be used:

Liquid Waste Phase:

This waste may be evaporated by use of drying beds, decanting stations or similar systems that contain the solids during evaporation. The remaining solids shall then be disposed of according to Solid Waste Phase above.

If at any time the material is suspected of being hazardous, the TSC Maintenance Coordinator/Supervisor (or Contract Administrator) shall be notified.