

DICKINSON COUNTY
REQUEST FOR PROPOSALS & INSTRUCTIONS TO BIDDERS

Dickinson County is accepting sealed proposals for the following:

- Crack sealing, patching and sealing of upper and lower courthouse parking lots;
- Removal and replacement of upper and lower courthouse parking lots.

PRE-PROPOSAL INFORMATION AND QUESTIONS

Bid/proposal specifications may be obtained from the County Controller's office by contacting Brian Bousley at bbousley@dickinsoncountymi.gov, (906) 774-2573 or at 705 S. Stephenson Ave., P.O. Box 609, Iron Mountain, MI 49801; they are also available on the County's website: www.dickinsoncountymi.gov

BID CONDITIONS

1. Sealed bids must be mailed or hand-delivered to the address listed below by 4:00 p.m. on Thursday, Oct. 20, 2016.
2. Bids will be publicly opened and read aloud at 6:00 p.m., Thursday, Oct. 20, 2016 in the Courthouse Board room at the address below. Proposals not physically received by the Dickinson County Board of Commissioners ("the Board") by said date and time will be returned, unopened to the firm. All proposals should be addressed to:

County Controller
RE: Parking lot proposal
P.O. Box 609
705 S. Stephenson Ave.
Iron Mountain, MI 49801

3. All bids and their accompanying attachments will become property of Dickinson County after submission and materials will not be returned.
4. The Board reserves the right to accept or reject any or all bids submitted.
5. This RFP does not commit Dickinson County to pay for any cost incurred prior to the execution of any contract.
6. Dickinson County specifically reserves the right to vary the provisions set herein any time prior to the execution of the contract where such variance is deemed to be in the best interest of Dickinson County.
7. The bid must contain a list of three references where like services have been performed.
8. Dickinson County is exempt by law from payment of Michigan Sales Tax and Federal Excise Tax.
9. Only new, unused, first quality material shall be supplied under this Request for Proposals. Design, strength, and quality of materials and workmanship must conform to the highest standards.
10. The successful bidder shall hold the County of Dickinson harmless from liability loss: To the fullest extent permitted by law, the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the County, its elected and appointed officials, employees and volunteers, and others working on behalf of the County against 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 the 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 any way connected or associated with this contract.

11. All items of work contained in this bid will be measured and paid at the units and prices shown on the form of proposal. The miscellaneous items not specifically addressed on the form of proposal but necessary to provide a complete operational installation and project completion shall be included in the bid prices and done at no extra cost to the County.
12. Bidders shall include in their bid prices, the cost of all necessary equipment, materials and labor required to provide complete operational and functional installation.

METHOD OF AWARD

The bid evaluation will be performed by the Board and Dickinson County staff. The recommendation to award will be based on the lowest bid meeting all specifications or in any manner deemed to be in the best interest of the County. Previous experience and performance may be a factor in making the award. The Board reserves the right to accept or reject any or all bids submitted.

SCOPE OF WORK

The scope of services will include all labor, services, materials and products to:

- Rehabilitate (crack sealing, patching, sealing, etc.) of upper and lower courthouse parking lots; or,
- Remove and replace upper and lower courthouse parking lots.

CONTRACT SPECIFICATIONS

1. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded vendor to obtain all licenses, permits and inspections required to complete this contractual service, at no cost to Dickinson County. These licenses and permits shall be readily available for review by the County.
2. Contractor is required to procure, and maintain in effect during the life of this contract:
 - a. 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.
 - i. Certificates of insurance shall include an endorsement stating the following shall be "Additional Insureds": "The County of Dickinson, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof."
 - b. Workers' Compensation coverage for all employees for statutory limits in compliance with applicable state and federal laws.
 - c. The above requirements should not be interpreted to limit the liability of the contractor under this contract. The contractor shall be solely liable for all damages occasioned in any way by its act or neglect or that of its agents, employees, workers, or any person or persons in or about the work embraced by this contract.
3. The contractor's personnel shall wear identification tags while working in any County building and shall follow security procedures as established by the Sheriff.
4. The contractor shall provide personnel to accomplish all required services on schedule as specified. The contractor shall be responsible for proper conduct of all its personnel. If problems arise with any contractor's personnel, the County may request a change for future work. Personnel supplied by the contractor will be deemed employees of the contractor and will not for any purpose be considered employees or agents of the County. The contractor shall be solely responsible for payment of salary (including withholding of income taxes and social security), vacation pay (in accordance with the contractor's policy), liability insurance, workers' compensation disability benefits, unemployment compensation, and their related benefits

whether statutory or not. The work schedule shall be determined by the demands of the job and shall comply with fair labor standards act.

5. The contractor shall coordinate and cooperate in this work so as not to delay or interfere with County departments working in the building. The contractor shall make every effort to coordinate its work with County departments working in the immediate area. No extra charges will be allowed because of delays due to coordinating with any County departments within the building.
6. Overtime will be the responsibility of the contractor if it is deemed necessary and shall be made at no increased cost to the County. Overtime shall be incidental to this contract.
7. Any and all costs incurred by the County to correct deficiencies due to the failure of the contractor to perform the work in accordance with the contract documents will be deducted from payments to the contractor.
8. Installation of materials installed under this contract shall be in compliance with any manufacturer's warranty terms.
9. The contractor shall provide all required hauling, cartage, rigging, crane(s), receiving, unloading and setting (hoisting) for installation to final location and removal of existing material.
10. Miscellaneous debris and/or unused materials generated by the work shall be hauled away expeditiously by the contractor from the project area.
11. The contractor shall supply all manufacturers' warranties for materials installed under this contract to the County Controller at the completion of the work before final payment.

DELIVERY SCHEDULE

1. All bids must include a proposed delivery schedule.

NON-DISCRIMINATION CLAUSE

In the performance of any Contract or Purchase Order resulting here from, the Contractor agrees to obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work.

Furthermore, the Contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of the contract or Purchase Order, with respect to his or her hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability except when said disability prevents such individual from performing the essential job functions, and the disability cannot be reasonably accommodated.