

BIDDERS COMPANY NAME

Request for Proposal

6422

Paving Maintenance Services

For

Various Washtenaw County Buildings

Prepared By:

Washtenaw County Purchasing
Administration Building
220 N. Main B-35
Ann Arbor, MI 48104

Robert G. Devault, C.P.M.
Purchasing Manager
(734) 222-6760





WASHTENAW COUNTY

Finance Department

Purchasing Division

220 N. Main, Ann Arbor, MI 48104
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6422

September 8,, 2008

Washtenaw County Purchasing Division on behalf of the Support Services Infrastructure & Planning Facilities Management Division and Project Management Office is issuing a Request for Proposal (RFP #6422) for interested vendors to submit proposals for Paving Maintenance Services at various County Buildings on an as needed basis.

Sealed Proposals: Vendor will deliver **one (1) original** and **two (2) copies** to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
Ann Arbor, MI 48104**

By 2:00 PM on Friday September 26, 2008

Proposals received after the above-cited time will be considered a late quote and are not acceptable unless waived by the Purchasing Manager.

- The envelope must be clearly marked "**SEALED RFP # 6422**".
- Please direct purchasing and procedural questions regarding this RFP to Robert Devault, C.P.M. at (734) 222-6768 or devaultb@ewashtenaw.org
- Technical questions may be directed to Richard Farrell 734-891-2054 or email at farrellr@ewashtenaw.org or Tammy Richards 734-222-6568 or email richardt@ewashtenaw.org

Thank you for your interest

I. PROPOSAL

- Definitions:**
- “County”** is Washtenaw County in Michigan.
 - “Bidder”** an individual or business submitting a bid to Washtenaw County.
 - “Contractor”** One who contracts to perform services in accordance with a contract.

II. PROPOSAL TERMS

- A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Vendor’s qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County’s specifications and needs.
- B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.
- C. The price quotations stated in the bidder’s proposal will not be subject to any price increase from the date on which the proposal is opened at the County Purchasing Office to the mutually agreed-to date of Bid.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of the RFP’s maybe adjusted to allow for revisions. To be considered, **an original proposal and two copies** must be at the County Purchasing Division on or before the date and time specified.
- F. Proposals should be prepared simply and economically providing a straight-forward, concise description of the vendor’s ability to meet the requirements of the RFP. Proposals shall be written in ink or typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person **signing** the proposal.
- G. A standard Washtenaw County Service Contract will be executed between Washtenaw County and the awarded vendor.

RFP # 6422 Paving Maintenance Services

III. TERMS AND CONDITIONS

Award:

Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price (See: "Low Bidder" following), quality of service, the Vendors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a Bid fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with that Vendor whose proposal is deemed to best meet the County's specifications and needs.

Low Bidder:

A low bidder will be determined by the overall lowest prices.

Term of Bid:

The Bid is for a one (1) year period with the option to renew for an additional two years providing the Contractor and the County agree on the terms.

NO PRICE INCREASES ARE ALLOWED DURING THE FIRST YEAR. For price increases to be considered, information justifying the price increase must be submitted to the Purchasing Division at least **60** days prior to the increase taking effect. This information will be submitted to the Support Services Infrastructure & Planning for approval. The Purchasing Division and/or Support Services Infrastructure & Planning Department will monitor the prices.

IV. PROPOSAL SPECIFICATIONS

The proposal shall include all of the following information. Failure to include all of the required information may result in disqualification of a Bidder.

A. Purpose

The intent of this document is to provide interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by Washtenaw County for Paving Maintenance Services for various County facilities on an as needed basis. The scope of services is required to assist Washtenaw County with renovations, remodels, and maintenance of existing facilities. The scope of services will need to include the following: demolition, removal and installation of new asphalt, seal coating, crack filling, striping, stone, hole filling and street sweeping. Term of the contract will be one year (expiring 12/31/09) with the option to renew for an additional two years (12/31/11).

B. Scope of Work

A typical project may include the following phases:

Phase 1: Field Investigation

1. Review the existing materials, drawings reports, etc prepared by county staff on the proposed project.
2. Review the proposed scope.
3. Review the existing infrastructure in the facility.
4. Locate, quote product and labor costs.

Phase 2: Review Material and Labor Options with County Staff

1. This phase will consist of review of quotes and materials options.
2. This phase may also include construction estimates, detailed specifications, and construction schedule.

C. Project Control

1. The vendor will meet with selected representatives on a regular basis or as determined necessary by Support Services Infrastructure & Planning staff/project manager to review progress and provide necessary guidance to the contractor in solving problems which may arise.
2. Although there will be continuous liaison with the project team, the Facilities Management Division or Project Management Division project managers will meet as often as required with the vendor's project manager for the purpose of reviewing progress and providing necessary guidance.
3. The vendor will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.
4. Within 10 working days of the award of a project, the vendor will submit to the county's project manager for approval a work plan which includes the following:
 - a. The vendor's names and titles of personnel assigned to the project.
 - b. Complete background check applications (see contract provision) if applicable.
 - c. The project breakdown showing subprojects, costs, activities and tasks
 - d. The time-phased plan for completing the project

D. Submittal Process and Details

Proposals are sought from firms with recognized expertise on design projects with experience in the public sector. Proposals should include the following:

1. Contractor's name, address, and names of primary contact person.
2. A description of the specific staff who will comprise the project team for this assignment.
3. Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this project.
4. Statement of qualifications and experience with public sector work.
5. Estimate time commitment for each staff person as a percentage of the total time to complete the work.
6. Expected workload during the project period (ie. Readiness to serve)
7. Evidence of ability to work within tight time constraints.
8. Provide information on how many days or hours notification must be given prior to scheduling a project. Provide the earliest date available to assume these duties.
9. Location and availability of intended subcontractors. (While the County does not require vendors to be local firms, availability to discuss design questions is a primary concern.)
10. List of client references.
11. A proposed fee structure for the work to be performed, including costs from all anticipated subcontractors. This information must be included in the proposal.
12. Review contract provisions and insurance requirements. Note any limitations on providing insurance requirements as outlined in the contract provisions.

It is not the intent of this RFP to solicit an overly long response, but it is important the firm's experience/expertise be adequately described. It will, for example, be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm. County staff will review the submitted proposals and will select vendors to meet with in an interview format, to discuss the proposal and vendor qualifications, in greater detail. The selected contractor will meet with the County to negotiate compensation for the proposal, and prepare a contractual agreement between the County and the contractor, as soon after the final selection as it is reasonable and/or applicable.

V. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to Director of Support Services Technology & Operations and/or designee and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Contractor's activities during the term of this contract.

Section 5 - When applicable, the Contractor will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Contractor, the County may review any of the Contractor's internal records, reports, or insurance policies.

ARTICLE V - PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Contractor will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The contractor will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy,

use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

ARTICLE VII - INSURANCE REQUIREMENTS

The Contractor will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.

Insurance companies, named insureds and policy forms may be subject to the approval of the Washtenaw County Administrator, if requested by the County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Contractor shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P. O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONTRACTOR AND COUNTY

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the

performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Contractor promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Contractor, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Contractor, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Contractor.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Contractor will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contractor, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - PREVAILING WAGE RATES AND CUB AGREEMENT

The Contractor agrees that all craftsmen, mechanics and laborers it employs to work on this project shall, at a minimum, receive the prevailing wages and fringe benefits of the Building Trade Department for corresponding classes of craftsmen, mechanics and laborers for the Washtenaw County area, as determined and published by the Davis-Bacon Division of the United States Department of Labor. Contractor agrees that all subcontracts entered into by the Contractor shall contain a similar provision covering any sub-contractor's employees who perform work on this project. Contractor further agrees to sign a project labor agreement as provided by the Construction Unity Board ("CUB Agreement"). A copy of the CUB Agreement is attached as an appendix to this Contract.

ARTICLE XIII - EQUAL ACCESS

The Contractor shall provide the services set forth in Article I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XIV - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Contractor. During the performance of the services, the Contractor will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XV – CRIMINAL BACKGROUND CHECK

The Contractor will be responsible for payment of security screening as determined by the County. Any employee of the vendor will be subject to an approved criminal background check before entering County facilities.

ARTICLE XVI - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Contractor, their successors and assigns. Neither the County nor the Contractor will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XVII - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XVIII - PAYROLL TAXES

The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability.

ARTICLE XIX - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XX- CHANGES IN SCOPE OR SCHEDULE OF SERVICES

Changes mutually agreed upon by the County and the Contractor, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XXI - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

**CONTRACT APPENDIX
CUB MEMORANDUM OF UNDERSTANDING**

I. WORK DISPUTES

In return for the promise made in paragraph III. below, the parties agree that there will be no strike, work stoppage or lock-out for the duration of this Memorandum. Any jurisdictional dispute shall be resolved through normal procedures.

There will be a job conference with all contractors and sub-contractors prior to starting work.

II. COFFEE BREAKS

There shall be no organized coffee breaks.

III. PAYMENT OF FRINGES

Any Union having a claim against a contractor or subcontractor for unpaid wages and/or fringe benefits for work performed on the project shall give written notice of such claim to such contractor or subcontractor (With a copy of the notice to the Construction Manager or General Contractor) within three (3) business days after such claim has become known. Upon receipt of such written notice, the Construction Manager or General Contractor involved shall withhold an amount equal to the claim from the next disbursement payable to the contractor, pending resolution of the dispute satisfactory to the Construction manager or general Contractor. In the event of any such dispute, the Union agrees to use its best efforts to pursue any legal remedies available, including litigation by Fund Trustees. It is understood that the intent to this section is to accomplish prompt and effective resolution of any disputes between the Union and any contractor or subcontractor over payment of wages and fringes.

IV. UNION WORK

The parties understand and agree that each contractor and subcontractor at all tiers of this project shall, prior to beginning work on the project, become signatory parties to the respective current collective bargaining agreements of the appropriate Local Unions of the Washtenaw County Skilled Building Trades Council.

(Contractor, Owner or Construction Manager)

(Representative of Washtenaw County
Skilled Building Trades Council)

(Project Description)

(DATE)

THIS MEMORANDUM APPLIES ONLY TO THE PROJECT AND/OR CONSTRUCTION ABOVE DESCRIBED.

DISTRIBUTION:

- WHITE – Union Copy
- GREEN – Contractor or Construction Manager Copy
- CANARY – Owner Copy
- PINK – CUB Copy
- GOLD – Project Copy

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VI. PRICING

Interested parties should submit pricing for the following:

Description	Pricing
A. Provide price per square foot to grind out 1 ½” off a parking lot and replace with tack coat and new 1 ½” lift of asphalt that meets MDOT 1100T. Costs associated with permits, materials, tools and labor necessary to successfully complete the work should be included in the rate.	\$_____ /SQFT

To be able to better evaluate your proposal capabilities, please furnish a cost for the following job example: Please provide detailed fee schedule to support your job example

JOB EXAMPLE A:	Pricing
Grind out an 1 ½” off a 30,000 SQFT square parking lot and replace with tack coat and 1 ½” lift of asphalt that meets MDOT 1100T and paint 40 new single line standard parki spaces. Please provide job sample as an attachment to proposal submission clearly la “Job Example A Detailed Pricing.”	\$_____

JOB EXAMPLE B:	Pricing
Saw cut a 4’x4’x3” pothole recompact base stone and replace with new asphalt. Please provide job sample as an attachment to proposal submission clearly labeled, “Job Example B Detailed Pricing.”	\$_____

