

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

#6347

FENCING & INSTALLATION

FOR

Natural Areas Preservation Properties

*Washtenaw County
Parks and Recreation Commission*

Prepared by:

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

Crystal A. Wake, C.P.M., CPPB
Buyer
(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 #6347

June 25, 2007

Washtenaw County Purchasing Division on behalf of the Washtenaw County Parks and Recreation Commission is issuing a Sealed Request for Proposal (RFP) # 6347 for Fencing of Natural Areas Preservation Properties.

Sealed Proposals: Contractor will deliver **one (1) original and four (4) copies** to the following address:

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

by 4:00 p.m., MONDAY, July 16, 2007

A Mandatory Pre-Bid Walkthrough will be at Brauer Preserve on Monday, July 9, 2007 starting at 3:00pm to view the site. Located at Parker and Waters Road in Ann Arbor. Attendance will be recorded.

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

- The envelope should be clearly marked "**SEALED RFP # 6347**".
- Please direct purchasing and procedural questions regarding this RFP to Crystal A. Wake at **734-222-6760** or wakec@ewashtenaw.org
- Please direct technical questions regarding this RFP to Richard Kent, Park Planner at **734-971-6337, ext 319** or kentr@ewashtenaw.org

Thank you for your interest.

I. PROPOSAL INFORMATION

Definitions	“Bidder”	An individual or business submitting a bid to Washtenaw County
	“Contractor”	One who contracts to perform services in accordance with a contract
	“County”	Washtenaw County in Michigan
	“WCPARC”	Washtenaw County Parks and Recreation Commission

Purpose of Proposal: Washtenaw County Parks and Recreation Commission has a need for fencing and installation at various County properties purchased through the Natural Areas Preservation Program. Typically these properties are located in rural areas and will be enclosed by standard woven wire farm fencing.

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 Contractors qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract 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 contract would be awarded, and negotiations would be undertaken with that contractor 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. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. To be considered, **Five copies (5)**, the **original and four (4) copies** (one copy unbound and suitable for photocopying) must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straightforward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

II. PROPOSAL SPECIFICATIONS

The proposal should include all the following information:

- A. Contractor's Qualifications, years in business, experience in providing the level and type of service specified in the proposal.
- B. Bank references with name and phone number of contact person.
- C. At least three (3) current references covering similar services listed in the proposal. Include company name, contact name and phone number.

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 Contractors' qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a contract 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 contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County's specifications and needs.

Low Bid: Low Bid will be determined by response given on the Signature Page to the lowest total bidder. Washtenaw County reserves the right to reject low bids, to waive irregularities and/or informalities in any bid, and to make the award in a manner deemed in the best interest of Washtenaw County.

Term of Contract: The term of the contract will be for a two (2) year term from the date of award. The contract may be extended for an additional year with the same terms and conditions if the County and Contractor agree.

IV. GENERAL SPECIFICATIONS

SCOPE OF WORK

The Contractor will provide all the materials, labor and equipment necessary to fence Natural Areas Program Preserves (NAPP). Fencing will be required for the perimeter of the properties and may include dry and wetland areas. Wetland areas will require longer posts. Trim brush as necessary to install fence but not on neighboring properties. Remove all trimmings from the site.

For each site requiring fencing the County will provide the Contractor a scale drawing indicating the site location and fence location on the site. A site visit will be conducted by the Contractor and a County representative. The Contractor will be asked to submit a cost estimate for approval by the County. If approved, the Contractor will have 60 days to erect the fence.

This RFP contains a survey drawing (Exhibit A) and location map (Exhibit B) of the Brauer Preserve a representative NAPP site requiring fencing. The site requires approximately 6,850 feet of fencing; 4,500 feet of standard fence and 2,350 feet of fencing crossing wetlands. The qualified Contractor who provides the most responsible bid for this project will be offered a contract to fence it and other NAPP properties requiring fencing based on the unit costs provided for the Brauer Preserve.

FENCING SPECIFICATIONS

Fence Type:

Standard woven wire farm fence 10-47-6-121/2

Post Types:

Standard, 6.5' steel T posts @ 16' spacing

Wetland areas: 8.5' x 1 5/8" round schedule 20, high tensile pipe, 12' spacing, 4.5' in the ground, 5 ties per post

Height Requirements:

4' above ground; steel posts 30" in the ground
 wood posts 42" in the ground

Bracing:

Required at ends and end of each fencing roll (330')
6" round cedar bracing posts set in concrete (160 lbs per hole)
One perpendicular (horizontal) wooden post with 2 diagonal wires (9 gauge)

Hardware:

All hardware (wire, couplings, connectors, staples, screws, etc.) must be galvanized

RFP #6347 Natural Areas Property Fencing

PERFORMANCE SCHEDULE

RFP issued	Monday, June 25, 2007
Pre-bid at Brauer Preserve	Monday, July 9, 2007 at 3:00 pm
Proposal submittal deadline	Monday, July 16, 2007 at 4:00 pm
Selection recommendation	Tuesday, July 17, 2007
Contract award	Wednesday, July 18, 2007

For Pre-Bid Walkthrough: Brauer Preserve is located on Parker and Waters Roads in Freedom Township. Take Parker Road south to Waters Road turn right onto Waters Road and park on the side of the road.

Execute contract in July 2007 for a two (2) year term. The contract may provide for an extension of an additional year by mutual agreement. The Contractor will complete the work required for each individual project within sixty (60) days from the date of a notice to proceed.

After completion of the first project other work will be awarded based on acceptance of a cost quotation submitted for approval for each additional fence project.

RFP #6347 Natural Areas Property Fencing

V. SIGNATURE PAGE

The undersigned agrees to enter into an agreement with the County to provide the fencing services for the Brauer Preserve (4500' of standard fence + 2350' of wetland fence) as described in this RFP for the Lump Sum of:

\$ _____

AMOUNT IN WORDS _____ dollars

UNIT PRICES

Linear Foot of Farm Fence \$ _____

Linear Foot of Fence in Wetland Areas \$ _____

COMPANY INFORMATION

Signature Date

Company Name

Print Name

Company Address

Title

City St. Zip

Telephone #

Fax #

Purchase Order Email Address

Federal Tax ID #

The above individual is authorized to sign on behalf of the company submitting proposal. This bid is valid for 90 days from the date of the above signature.
Include this signed sheet in your proposal.

Appendix A

**SERVICE CONTRACT
(NAME OF CONTRACTOR)**

AGREEMENT is made this _____ day of _____, 2007, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 ("County") and **(NAME OF CONTRACTOR)** located at **(CONTRACTOR'S ADDRESS)** ("Contractor").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Contractor will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Contractor an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONTRACTOR

Section 1 - The Contractor is to report to **(DEPARTMENT HEAD TITLE)** 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 IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

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 non-owned 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 - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$10.19 per hour with benefits or \$11.95 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2008 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

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 - 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 XVI - 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 XVII - 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 XVIII - PRACTICE AND ETHICS

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

ARTICLE XIX- 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 XX - 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.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Robert L. Tetens (DATE)
Director, Parks and Recreation Commission

CONTRACTOR

APPROVED AS TO FORM:

By: _____
(CONTRACTOR'S NAME) (DATE)

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel

Location Map Brauer Preserve

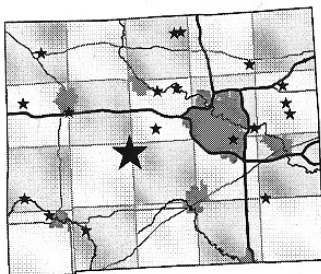
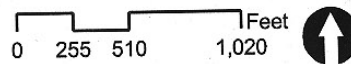
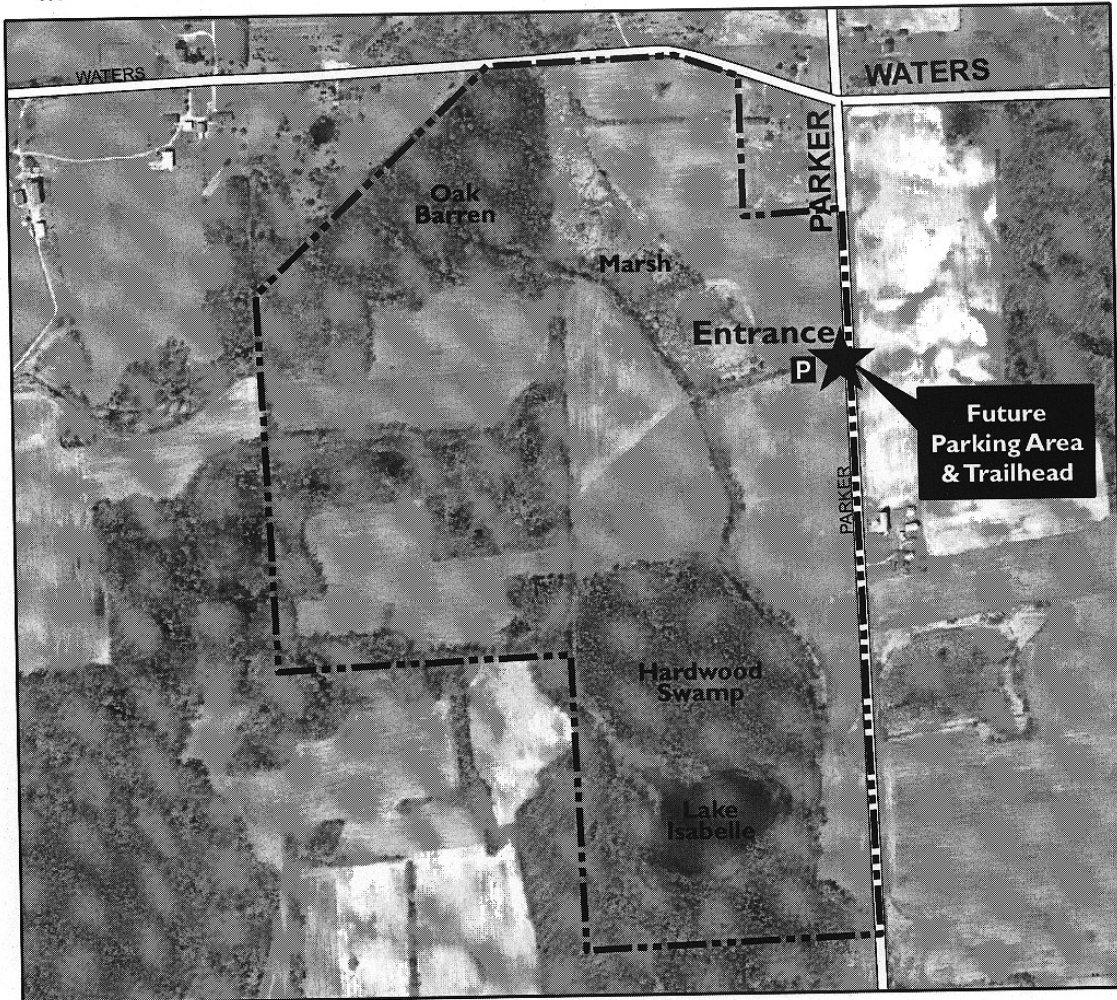
EXHIBIT B



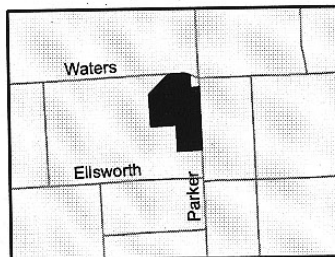
FACILITY MAPS

Brauer Preserve

Parker Road
Freedom Township



WCPARC Facilities



Local Area Map