County of Ingham

Request for Proposals
Packet #12-15

2015 Countywide Waterborne Pavement Marking & Cold Plastic Common Text & Symbol Pavement Marking Program

Sealed Proposals Due:
February 17, 2015 at 11:00 A.M.

Sealed Proposals shall be delivered to the:
Ingham County Purchasing Department
P.O. Box 319
121 E. Maple St.
Mason, Michigan 48854

Phone: (517) 676-7222
1.0 PURPOSE

Ingham County (County) solicits proposals from experienced contractors for the purpose of entering into a contract to provide pavement markings for the 2015 Countywide Waterborne Pavement Marking & Cold Plastic Common Text & Symbol Pavement Marking Program.

2.0 OWNER

County of Ingham
121 E. Maple St.
Mason, Michigan 48854

3.0 SCOPE OF SERVICES

3.1 Overview

The successful contractor will be responsible for providing all necessary machinery, tools, labor, apparatus and other means of construction, do all work and furnish all the materials for the unit prices named in the itemized bids. The contractor is to complete the work herein described in strict accordance with the proposal and in strict conformity with the requirements of the 2012 edition of the Michigan Department of Transportation (MDOT), Standard Specifications for Construction, the current edition of the MDOT Standard Plans, MDOT Pavement Marking Typical Plans and other general provisions, supplemental specifications and instructions in this proposal.

3.2 Supplemental Specifications

This project consists of placing waterborne longitudinal pavement marking and cold plastic common text & symbol pavement markings on public roads within the confines of Ingham County, Michigan including the cities of Leslie, Mason, Williamston and the village of Webberville. The pavement markings will be to the width, color, dimensions, type and locations as specified herein, or as directed by the Engineer.

Project Work Schedule:
The contractor shall be responsible for submitting a project schedule, at least seven (7) calendar days, prior to beginning work. The schedule shall follow the application provisions listed under the Coordination and Completion section and follow a systematic approach towards completion. Once the work is started, work is to proceed until all available roads identified for pavement marking, during that application, have been completed.

Daily Notification:
Prior to the start of each day’s work, the contractor must notify the Engineer, or his representative, of the general location where the painting crew will be working.
**Coordination and Completion:**
The contractor may be required to make two trips to Ingham County. The first trip will be the main pavement marking program and the second trip, if any, will be later in the year to provide pavement markings on pavements that have undergone construction, repaving, or locations where replacement of selected markings is warranted.

The first, or main application shall be performed after award (expect an early May 2015 award) and be completed by July 30, 2015. The second application is expected in mid-September and is to be completed by October 30, 2015, weather permitting.

Quantities listed on bid sheet are markings that are part of the main (first trip) of the countywide pavement marking program. Quantities for the second set of markings, if any, will be determined, no later than September 15th and forwarded to the contractor’s representative. Payment for the second set of markings will be determined using actual quantities and the bid sheet unit prices. It is expected that the second set of markings will be about 10% or less of the main cold plastic pavement marking program work total.

**3.3 Waterborne Pavement Marking – Longitudinal Lines**

**Description:**
This work covers the furnishing and application of retro-reflective waterborne pavement markings in accordance with Section 811 of the Michigan Department of Transportation’s 2012 Standard Specifications for Construction and the current edition of the Michigan Manual of Uniform Traffic Control Devices and as herein specified.

The work shall consist of installing retro-reflective white and yellow waterborne pavement markings. Preparation of pavement surfaces and application of longitudinal lines shall be in accordance with the Specification, MDOT Pavement Marking Typical Plans, the MDOT Standard Specifications for Construction and as directed by the Engineer.

**Material:**
The material manufacturer shall furnish a notarized certification that the material complies with the provisions of this specification. All waterborne pavement marking materials must be selected from the MDOT Qualified Products List.

**Construction:**
If markings are applied when the roadway is open to traffic, the striping equipment shall be operated in a manner that will make it unnecessary for traffic to cross the uncured markings.

The protection of the wet line shall be the responsibility of the Contractor. Suitable devices such as traffic cones shall be placed at 100-foot intervals along waterborne or polyester resin markings or as directed by the Engineer. Unless specifically waived by the Engineer, the Contractor shall furnish provisions or pavement marking convoys, as indicated on the MDOT Pavement Marking Convoy illustration sheets, in order to provide adequate traffic control and protection for the newly applied markings. Uncured pavement markings obliterated by traffic shall be retraced at the Contractor’s expense.
Skip Line:  
Skip lines of the color specified shall be applied as a four-inch wide line on a cycle of ten (10) foot painted segment and thirty (30) foot gap.

Layout for Marking:  
All layout work necessary for the location and placing of pavement markings shall be the responsibility of the Engineer, or his representative. Contractor must be alert for changes in “passing zone” markings.

Weather and Seasonal Limitations:  
Markings shall not be applied when the surface to be painted is damp. No marking shall be applied on Saturday, Sunday or county holidays unless otherwise approved in writing by the Engineer, or his representative.

Material Handling:  
It shall be the responsibility of the Contractor for the storage, loading and unloading of all materials.

Method of Measurement:  
The method of measuring quantities for payment shall be as shown in this proposal, of appropriate width, installed and accepted. Any road that has a new chip seal surface will be painted twice and will be measured and computed as a double application.

The contractor shall provide a daily work sheet at the end of each working day, or as agreed, indicating roadways marked, point of beginning and point of ending, segment length (miles), actual lengths of lines painted per segment (feet), along with the total gallons of paint and glass beads used on a daily basis. Actual pavement marking quality and application rates shall be determined by the Engineer. Any determination of pay deduction resulting from shortages in marking quantities or lapses in quality shall be based on the inspections and measurements obtained by the Engineer. The quantity of pavement marking material and glass beads applied per unit of measurement will be computed by the Engineer, or his representative, for each day’s work.

A day’s applied mileage of less than ten miles of edge lines, center lines, lane lines, or channelizing lines may be included in the next day’s applied markings for the purpose of computing marking materials and beads application amounts. The Contractor’s scheduled payments will be based on the daily work sheets. A timely submittal of the work sheets is necessary.

Pay Items:  
A. *Center line:* The center line will include the complete cycle of either; the double yellow, one solid yellow and one skip yellow line, or a single skip yellow line. These items will be measured and paid for on a per-mile of painted line basis.

B. *Edge Line:* The edge line will include a single white or yellow line and shall be measured and paid for on a per-mile of painted line basis.
C. **Lane Line:** Lane lines will include the complete cycle of a skip white line and shall be measured and paid for on a per-mile of painted line basis.

D. **Pad Painting:** The centerlines, edge lines and lane lines shall be measured and paid for on a per-foot of painted line basis.

**Basis of Payment:**
Pay items will be paid for at the contract unit price for Waterborne Pavement Markings of the color, width and type specified. Payment on the per-mile basis includes the whole cycle 10-foot painted segment as well as the 30-foot gap covered as part of a single vehicle pass. Cleaning of the road surface shall be incidental to the project.

**Final Acceptance:**
Final Acceptance of approved completed markings shall be 90 days after completion of all original work. Unacceptable markings shall be reapplied with markings conforming to these specifications and requirements to the extent determined by the Engineer, at the contractor’s expense.

### 3.4 Cold Plastic Pavement Marking – Common Text & Symbols

**Description:**
This work covers the furnishing and application of retro-reflective cold plastic pavement markings in accordance with Section 811 of the Michigan Department of Transportation’s 2012 Standard Specifications for Construction, the current edition of the Michigan Manual of Uniform Traffic Control Devices, and as herein specified.

The work shall consist of installing retro-reflective white and yellow cold plastic pavement markings. Preparation of pavement surfaces and application of lines, legends, symbols, crosswalks and stop lines shall be in accordance with this Specification, MDOT Pavement Marking Typical Plans, the MDOT Standard Specifications for Construction, and as directed by the Engineer.

**Material:**
The material manufacturer shall furnish a notarized certification that the material complies with the provisions of this specification. All cold plastic pavement marking material must be selected from the MDOT Qualified Products List. If the overlay cold plastic material is a “primerless patterned tape” product, pavement marking applications shall use primer in accordance with **MDOT Special Provision 03TB811 (A015), 01-28-09.**

**Construction:**
*Placement:* All cold plastic materials shall be placed according to the manufacturer’s requirements, in accordance with MDOT Special Provision 03TB811 (A015), as herein specified, or as directed by the Engineer. The contractor shall provide all technical data regarding material type and primer application rates to the Engineer prior to starting work.

*Surface Preparation:* Surface preparation requirements differ based on surface conditions.
• New Hot Mix Asphalt (HMA): There will be no oil drip areas, debris, temporary or permanent markings on this surface. Preparation required – broom and then blown-off with compressed air.

• New Portland Cement Concrete (PCC): There will be no oil areas, debris, temporary or permanent markings on this surface. Preparation required – removal of curing compound. This preparation will be paid for as “Rem Curing Compound, for Spec Mrkg”.

• Existing Surface – HMA and PCC: There may be oil drip areas and/or debris, but no existing markings. Preparation required - as directed by the Engineer, the proposed marking area shall be scarified using non-milling grinding teeth or shot blasting. This preparation will be paid for as “Rem Spec Mrkg”.

• Existing Surface with Existing Pavement Markings – HMA or PCC: There may be oil drip areas and/or debris with an existing cold plastic, polyurea or thermoplastic pavement marking. The Engineer will determine when, or if, the existing pavement marking is to be removed prior to application of the new pavement marking material. When directed, the existing pavement marking shall be removed per the Engineer’s direction. This preparation will be paid for as “Rem Spec Mrkg”.

The quantity for “Rem Spec Mrkg” shown on the bid sheet represents approximately 10% of the total proposed square foot area of common text and symbols to be replaced. The intent is to remove only what needs to be removed to ensure an effective and long lasting pavement marking. The contractor and Engineer shall work together and coordinate removal limits and payable quantities.

If grinding, scarifying, sandblasting, shot blasting or other operations are performed, the debris generated must be contained through vacuum-type equipment or equivalent and the work shall be conducted in such a manner that the finished pavement surface is not overly damaged not exhibits a pattern that will mislead or misdirect the motorist.

When these operations are completed, the pavement surface shall first be broomed and then blown off with compressed air to remove residue and debris resulting from the cleaning work. Removal and cleaning work shall be conducted in such a manner as to control and minimize airborne dust and similar debris, so as to prevent a hazard to motor vehicle operation or nuisance to adjacent property.

Care shall be taken on HMA and PCC surfaces when performing removal and cleaning work to prevent damage to transverse and longitudinal joint sealers.

**Measurement and Payment:**
The completed work as measured will be paid for at contract unit prices. The contract pay items include all labor, material, equipment and traffic control.
Railroad legend markings include the “RXR” legend as a single unit and will be paid for as such. The 24-inch transverse stop bars, either side of the “RXR” legend are paid for separately. Standard size legends shall be used.

3.5 Maintaining Traffic

**General:**
Traffic shall be maintained throughout the project in accordance with Section 812 of the 2012 Michigan Department of Transportation Standard Specifications for Construction. This includes any supplemental specifications and as herein specified.

The contractor shall coordinate this work with other contractors performing work within common or adjoining areas. The contractor shall avoid conflicts in maintaining traffic operations, signing and orderly progress of other contract work.

**Construction Influence Area (CIA):**
The CIA shall include the right of way of all roads scheduled for application of pavement markings under the terms of this proposal.

**Traffic Restrictions:**
The work shall be suspended during peak traffic hours and/or when traffic is being unduly hampered or delayed by pavement marking activity, at the discretion of the Engineer. Work activity on the off-peak direction may be allowed upon the approval of the Engineer.

These maintaining traffic provisions are subject to change in the event of special community activities.

The contractor shall furnish and place all necessary warning and directional devices to maintain traffic. The contractor shall also provide protection to the uncured marking as may be needed until traffic can cross the uncured line without damage. Traffic shall be allowed to keep moving at all times.

**Traffic Control Devices:**
All traffic control devices and its placement shall be in accordance with requirements in the current edition of the Michigan Manual of Uniform Traffic Control Devices (MMUTCD) and as specified in the plans and/or the proposal.

All traffic control items needed to maintain traffic during the pavement marking operation shall be considered incidental to the items of pavement marking.

4.0 SUBMISSION REQUIREMENTS

4.1 Registering as a Vendor with Ingham County

Proposers who have not registered their company with the County should do so by visiting [http://pu.ingham.org](http://pu.ingham.org) or by calling the Purchasing Department at (517) 676-7222 for assistance.
Vendors registering to provide goods and services to Ingham County under contract shall certify to their knowledge of the County's Equal Opportunity Employment/Nondiscrimination Policy, and of their agreement to comply, and shall disclose any conclusive findings of violations of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies within the past three (3) years.

4.2 Pre-opening Inquires and Response

Any explanation desired by a proposer regarding the meaning or interpretation of this RFP and attachments must be requested to the Ingham County Purchasing Department, attention James C. Hudgins, Jr. at jhudgins@ingham.org no later than 3:00 P.M. on February 10, 2015.

4.3 Due Date, Time & Location

Proposals will be received no later than 11:00 A.M., local time prevailing, on February 17, 2015 at which time they will be opened in public and read aloud in the:

Ingham County Purchasing Department
Attention: James C. Hudgins, Jr.
Director of Purchasing
PO Box 319
121 E. Maple St., Room 203
Mason, Michigan 48854

Proposals received at other locations or delivered after the due date and time will not be accepted and will be returned to the proposer.

4.4 Submission of Proposals

Proposers are required to submit an original (clearly marked) along with four (4) bound copies by the date, time, and place designated above. Proposals must be submitted in a sealed, opaque envelope or package and clearly marked on the outside “Proposal #12-15 - 2015 Countywide Waterborne Pavement Marking & Cold Plastic Common Text & Symbol Pavement Marking Program”. Be sure to include the name of your firm on the outside of the envelope or package.

Proposers are also requested to submit an electronic version of their proposal to packetresponse@ingham.org by the due date and time set above. The electronic submittal must contain “Proposal #12-15 - 2015 Countywide Waterborne Pavement Marking & Cold Plastic Common Text & Symbol Pavement Marking Program” in the subject line. Please Note: We do NOT accept zipped files, if needed provide your response in sections, i.e. 1 of 2, 2 of 2. Should you have trouble submitting your electronic version please contact the Purchasing Department at (517)-676-7222.

Proposers shall complete and include with their submittals the following enclosed items:

- Local Purchasing Preference Form
4.5 Timely Submittals

Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the proposers for ensuring that their proposals are time stamped by the Purchasing Department. Proposals and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned to the proposer. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

4.6 Deliveries

Should you decide to utilize an express delivery service, please note that we are located at the intersection of Maple Street and Jefferson Street.

4.7 Preparation of Proposal

All proposals must be made on the required forms prepared and executed fully and properly. Proposed prices shall be based on the selected proposer furnishing all labor, supervision, administration, design, incidentals, bonds, insurance, and any other services required to complete the work in strict accordance with this RFP. All fees and costs must be disclosed in the proposal.

4.8 Proposal Process

Proposals, which do not completely address all the solicitation requirements, will be considered non-responsive and may be excluded from consideration. Any exceptions shall be duly noted in the submittal.

4.9 Authority to Bind Firm in Contract

Proposer shall provide the full legal firm name and address. Any proposal that has not been manually signed will be deemed non-responsive and excluded from consideration. Firm name and authorized signature must appear in the space provided on the enclosed Signature Sheet.

4.10 No Submittal

If you desire not to respond to this RFP, please forward your acknowledgment of “NO PROPOSAL SUBMITTED” via an email to jhudgins@ingham.org. Please also state the reason for not submitting a proposal. Failure to comply will be cause for removal of your company's name from the vendor list for subject commodity.
4.11 Special Accommodations

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (517) 676-7222, three (3) working days prior to need.

5.0 GENERAL INFORMATION

5.1 Local Purchasing Preference Policy

The Ingham County Board of Commissioners (BOC) believes that its purchasing policies should encourage local vendors to provide goods and/or services to Ingham County government, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice business relocations to the County. As such, in 2010, the BOC amended its purchasing policies to include a ten percent (10%) purchasing preference to qualified and registered local vendors who respond to solicitations for the purchase of goods and/or services.

In Ingham County, a local vendor is defined as a vendor that operates a business within the legally defined boundaries of Ingham County. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) on the enclosed Local Purchasing Preference Sheet at which business is being conducted. The vendor must also agree to comply with all other policies and requirements of the County. More information about the Local Purchasing Preference Policy can be found at http://pu.ingham.org.

5.2 Advice of Omission or Misstatement

In the event it is evident to a proposer responding to this RFP that the County has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding vendor shall advise Mr. James C. Hudgins, Jr., Director of Purchasing, at jhudgins@ingham.org of such omission or misstatement.

5.3 Notification of Withdrawal of Proposal

Proposals may be withdrawn from consideration prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer. No proposer may withdraw a proposal after the opening for a minimum period of 90 days.

5.4 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the proposers that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

5.5 Firm Pricing for County Acceptance

The proposal price must be firm for County acceptance for 90 days from the proposal opening date, unless the proposer specifically notes otherwise.
5.6 Cost of Preparation

The County will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the proposers.

5.7 Standard Forms

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from this solicitation must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.

5.8 Addendum(s)

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued to all vendors known to have received a proposal. It is the responsibility of the proposer to ensure that he/she has received and signed all addendums prior to submitting a proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a proposer shall be binding.

5.9 Workplace Diversity

Ingham County encourages, but in no way requires, its vendors to develop and maintain a diverse workforce that is reflective of the population of Ingham County. According to the U.S. Census Bureau, the statistics of Ingham County's population in 2010 was comprised of the following:

a) White persons – 76.2%
b) Black or African American persons – 11.8%
c) American Indian and Alaska Native persons - 0.6%
d) Asian persons – 5.2%
e) Native Hawaiian and other Pacific Islander - 0.1%
f) Persons of Hispanic or Latino origin – 7.3%

Ingham County tracks vendor diversity information for statistical purposes with companies with which it does business. Reporting of this information to the County is optional and not all companies participate. Statistical information regarding workplace diversity is submitted to the County in a separate sealed envelope containing the notation “STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT.” Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.
5.10 **Prime Contractor Responsibilities**

The Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Furthermore, Ingham 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.

5.11 **Independent Price Determination (Non-Collusion)**

By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices of the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;

- Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror to any competitor;

- No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition; and,

- The price quoted is not higher than that given to the general public for the same service.

5.12 **Exceptions**

Proposers must submit a listing of any and all exceptions to this RFP. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions.

6.0 **CONTRACTUAL TERMS AND CONDITIONS**

6.1 **Nondiscrimination Clause**

The Proposer who is selected as the Contractor, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of Ingham County, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.)

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:


Breach of this section shall be regarded as a material breach of the agreement.

Proposers shall disclose with their proposals any conclusive findings of violations of federal, state, or local equal opportunity statutes, ordinances, rules, regulations, or policies within the past three (3) years.

6.2 Indemnification and Hold Harmless

The Proposer who is selected as the Contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless the County of Ingham and its elected and appointed officers, employees, servants and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Ingham and its elected and appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the Contractor or its employees, servants, agents or Subcontractors that may arise out of the agreement.

The Contractor’s indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County, its officers, employees, servants and agents by the insurance coverage obtained and/or maintained by the Contractor.

6.3 Contractor Insurance Requirements

The Contractor, and any and all of his/her subcontractors, shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and any subsequent contract. All coverage’s shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage’s shall be with insurance carriers acceptable to the County of Ingham and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company (www.ambest.com).

a) Worker’s 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.

b) 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 for 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, if not already included; (E) Deletion of all
Explosion, Collapse, and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

c) Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverage’s, with limits of liability of not less than $1,000,000 per occurrence combined single limit for Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

d) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be “Additional Insured’s: The County of Ingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof.

The coverage shall be primary to the Additional Insured’s, and not contributing with any other insurance or similar protection available to the Additional Insured’s, whether other available coverage is primary, contributing or excess.”

e) Cancellation Notice: All insurances described above shall include an endorsement stating the following: “It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854.”

f) Proof of Insurance: The Contractor shall provide the County of Ingham at the time the contracts are returned by him/her for execution, two (2) copies of the aforementioned Certificates of Insurance and/ Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the contractor’s policy.

If any of the above coverage’s expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Ingham at least ten (10) days prior to the expiration date.

6.4 Applicable Law and Venue

Any agreement resulting from this RFP shall be construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal action under this agreement shall be the County of Ingham, State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

6.5 Compliance with the Law

Contractor shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.
6.6 Independent Contractor

The Proposer who is selected as the Contractor shall be an independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

7.0 EVALUATION, AWARD & TIMELINE

7.1 Proposal Evaluation Overview

Proposals will be examined by an Evaluation Committee to eliminate those, which are clearly non-responsive to stated requirements. The detailed evaluation may result in one or more finalists. At this point, presentations may be requested of the proposers and negotiation will be carried out to finalize the award of the project. Finalists shall be afforded fair and equal treatment with respect to any opportunity for discussion and revision of proposals and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers.

Any response that takes exception to any mandatory items in this proposal process may be rejected and not considered.

7.2 Award of Contract

Award shall be made to the most responsible and responsive proposer whose proposal is determined to be the most advantageous to the County provided that the proposal has been submitted in accordance with the terms and conditions of the RFP and does not exceed the budgeted funds available.

7.3 Basis for Award

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to the evaluation methodology stated in the RFP and any other information or factors deemed relevant by the County shall be utilized in the final award.

7.4 Right of Rejection

Ingham County reserves the right to reject any or all responses to this Request for Proposal, to waive any informalities or minor irregularities in responses, and/or to negotiate the terms and conditions of all or any part of the responses as determined to be in the County’s best interests in its sole discretion. The County will not be obligated to accept the lowest proposal. The owner
further reserves the right to approve all subcontractors, if any.

The County shall have the right to accept Alternates, if provided, in any order or combination, and to determine the low bidder on the basis of the sum of the Base Bid and the Alternates accepted.

7.5 Period of Contract

One (1) year contract term with a one (1) year contract term renewal option, provided both parties agree to the extension of services for the additional year.

7.6 Contract Approval

The Ingham County Board of Commissioners and other boards and committees must approve the contract resulting from this solicitation. This process typically takes 2-4 weeks from the date the successful proposer is identified.

7.7 Contract Development & Preparations

1. Ingham County reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer’s proposal will become an integral part of the contract, but may be modified by the provisions of the contract.

2. By submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process. A proposal in response to an RFP is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in this RFP. The County retains the right not to make any subsequent award.

3. Furthermore, all proposers, by submitting proposals, agree that they have read, are familiar with all the terms and conditions of the different documents and will abide by the terms and conditions thereof. The County has the right to use, as it determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP and the proposal.

4. The County will prepare a formal contract, if one is awarded, specific to this solicitation for execution by the successful proposer. This process typically takes 2-3 weeks from the date the Board has approved the contract.

5. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.

6. The successful proposal shall be incorporated into a resulting contract and shall be a matter of public record subject to the provisions of Michigan law.
7.8 Notification of Award

Upon acceptance by the County, and approval by the Board of Commissioners, the successful proposer will be notified of award in writing by e-mail. Recommendations for awards will be posted on the County’s website at http://pu.ingham.org. All proposers will be notified by e-mail of the County’s decision.

7.9 Contract Execution

_The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County._ A valid and enforceable contract exists when an agreement is fully executed between the parties.

The successful proposer will perform all the services indicated in the RFP and in the negotiated contract. The successful proposer shall within ten (10) days of commencement of work under contract furnish the required insurance. Bonds, if required, shall also be submitted at this time.

7.10 Escalation Clause (If Applicable)

- The Ingham County Board of Commissioners (Board) recognizes the current difficult economic conditions and the subsequent minimal cost of living increases for County employees. As such, Contractors should fully understand that proposed contracts with cost increases greater than 1% will receive extra scrutiny from the Board and may be rejected and rebid.

- Price adjustments may be requested pursuant to the terms of the contract; however, the Contractor must notify the County within ninety (90) days prior to the current term’s expiration date.

- Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index (CPI) at the time of the request or up to a maximum 1% increase on the current pricing, whichever is lower. For purposes of this section, “Consumer Price Index” shall mean the Consumer Price Index-All Urban Consumers-United Stated Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.

- The County reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase or whatever term was previously authorized by the Board.
The proposer is responsible for making sure all costs are included that meets the needs of Ingham County. USE THIS FORM ONLY TO QUOTE YOUR PRICES.

**Item No. 1 – Waterborne Pavement Marking – Longitudinal Lines**

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Work Item #1:</strong> 800.00 Miles, more or less, of yellow double line or yellow skip centerline, applied using an estimate of 20.00 gallons of yellow paint per mile.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #2:</strong> 900.00 Miles, more or less, of white or yellow 4-inch edge line applied, per mile.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #3:</strong> 125.00 Miles, more or less, of skip white lane line applied, per mile.</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #4:</strong> 50,000 Linear Feet, more or less, of placing yellow centerline and/or white edge line on bituminous repair pads of varying lengths at varied locations throughout the county.</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Item No. 1: Total Bid Price:** $____________________
The proposer is responsible for making sure all costs are included that meet the needs of Ingham County. USE THIS FORM ONLY TO QUOTE YOUR PRICES. The quantities provided represent estimates of known locations. Marking locations may be added during performance of this contract. Therefore, provide unit prices for all work items, regardless of the listed quantities.

### Item No. 2 – Cold Plastic Pavement Marking – Common Text & Symbols

<table>
<thead>
<tr>
<th>Description</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Total Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Work Item #1</strong>: 1,184 LFT, 12-inch Crosswalk</td>
<td>LFT</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #2</strong>: 00 LFT, 12-inch, Cross Hatching, both white &amp; yellow</td>
<td>LFT</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #3</strong>: 703 LFT, 18-inch, Stop Bar</td>
<td>LFT</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #4</strong>: 336 LFT, 24-inch, Stop Bar</td>
<td>LFT</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #5</strong>: 00 Each, Directional Arrow Symbol</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #6</strong>: 7 Each, Lt. Turn Arrow Symbol</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #7</strong>: 6 Each, ONLY Symbol</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #8</strong>: 14 Each, Railroad Symbol</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #9</strong>: 1 Each, Rt. Turn Arrow Symbol</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #10</strong>: 4 Each, SCHOOL Symbol</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #11</strong>: 00 Each, Thru and Lt. Turn Arrow Symbol</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #12</strong>: 1 Each, Thru and Rt. Turn Arrow Symbol</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #13</strong>: 1 Each, Thru Arrow Symbol</td>
<td>EA</td>
<td>$</td>
<td>$</td>
</tr>
<tr>
<td><strong>Work Item #14</strong>: 300 SFT, Rem Spec Mrkg</td>
<td>SFT</td>
<td>$</td>
<td>$</td>
</tr>
</tbody>
</table>

**Item No. 2: Total Bid Price: $_____________**
Additional Comments:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________
SIGNATURE FORM
(Please type or print clearly in ink only)
Common Text & Symbol Pavement Marking Program

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in this solicitation, except as noted herein. My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name of Firm:
____________________________________________________________________________

Order from Address:
____________________________________________________________________________
____________________________________________________________________________

Remit to Address:
____________________________________________________________________________
____________________________________________________________________________

Fed ID No.:
____________________________________________________________________________

Signature:
____________________________________________________________________________

Name (type/print):
____________________________________________________________________________

Title:
____________________________________________________________________________

Telephone: (_____) __________________ Fax No.: (_____) _____________________________

Date: _____________________________

Notification of Award sent to: _____________________________________________________

E-mail of Person Receiving Award Notification: _______________________________________
REFERENCE FORM  
(Please type or print clearly in ink only)  

The Contractor shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

__________ Years __________ Months

Provide a minimum of three (3) references that may substantiate your past work performance and experience in the type of work required for this contract.

Name, address, phone number, scope of services performed, and contact person

1. __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

2. __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________

3. __________________________________________________________________________
   __________________________________________________________________________
   __________________________________________________________________________
CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012
(Please type or print clearly in ink only)

I certify that neither ________________________________ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is an “Iran Linked Business” engaged in investment activities of $20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded a Contract as a result of this solicitation, Company will not become an “Iran linked business” during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN $250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

_____________________________
(Name of Company)

By: __________________________

Date: __________________________ Title: __________________________

Subscribed and sworn to before
me this _____ day of ____________, 20____.

______________________________
__________________________ Notary Public,
__________________________, County, State of Michigan
My Commission Expires:____________________
LOCAL PURCHASING PREFERENCE FORM
(Please type or print clearly in ink only)
Common Text & Symbol Pavement Marking Program

1. Do you desire to have your company considered a “local vendor” and therefore have your proposal evaluated with the 10% local purchasing preference? ___ Yes ___ No

2. If yes, please provide below the verifiable business address (not a PO Box) at which your business is being conducted?

3. Complete Legal Firm Name: ________________________________________________

4. Company Address: _________________________________________________________

5. Company Phone: (   )______________________  Fax: (   ) ______________________

6. Name and title of person authorized to sign on behalf of your company:
________________________________________________________________________

7. Signature/date: ___________________________________________________________

Note: Local vendors who utilize non-local vendors as subcontractors for more than 50% of the work in a specific proposal or proposal are not entitled to the preference for that specific proposal or proposal.
STATISTICAL QUESTIONNAIRE FORM - OPTIONAL
(Please type or print clearly in ink only)
Common Text & Symbol Pavement Marking Program

The Ingham County Board of Commissioners monitors workplace demographics of proposers and vendors for statistical purposes and to indicate the need for inclusive outreach efforts to ensure that members of underutilized groups have equal opportunity to contract with the affected departments.

To that end, the County requests vendors to submit as part of their response to any formal solicitations, the following workplace diversity information. Vendors are encouraged to complete as much information as possible. This information will be used for statistical purposes only. Statistical information shall be submitted to the County in a separate sealed envelope containing the notation “STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT”. Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

1. What percentage of your firm’s workforce is?
   - Female __%  
   - Physically-disabled __%  
   - Veteran __%  
   - African-American __%  
   - Caucasian __%  
   - Asian-Indian American __%  
   - Hispanic-American __%  
   - Asian-Pacific American __%  
   - Native-American __%  

2. If your business is at least 51% owned by one of the following individuals, please check all that apply:
   - □ Female  
   - □ African-American  
   - □ Caucasian  
   - □ Disabled  
   - □ Asian-Indian American  
   - □ Hispanic-American  
   - □ Veteran  
   - □ Asian-Pacific American  
   - □ Native-American

3. Complete Legal Firm Name: ____________________________________________________________

4. Company Address: ________________________________________________________________

5. Company Phone: ( ) ____________________ Fax: ( ) ____________________________

6. Name and title of person authorized to sign on behalf of your company:
   ____________________________________________________________

7. Signature/date: ____________________________________________________________