

**Ingham County Request for Proposals**  
**2019 and 2020 As-Needed Concrete, Guardrail and/or Traffic Signal**  
**Construction**  
**Packet #108-19**

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**ADDENDUM NO. 2**

The following clarifications, modifications and/or revisions to the above project shall be considered a part of the original specifications:

1. Section 6.6 Living Wage Requirement of RFP #108-19, 2019 and 2020 As-Needed Concrete, Guardrail and/or Traffic Signal Construction, is hereby stricken from the RFP and replaced with Prevailing Wage Requirements and wage determinations. See revised RFP (changes highlighted in red).

Please acknowledge your receipt and understanding of the aforementioned Addendum by signing below and returning it with the submittal of your proposal.

_____ Signature	_____ Date
_____ Print Name	_____ Title
_____ Company Name	_____ Phone #/Fax #

# **County of Ingham**

## **Request for Proposals (RFP) Packet #108-19**



### **2019 and 2020 As-Needed Concrete, Guardrail and/or Traffic Signal Construction**

**Sealed Proposals Due:  
August 6, 2019 at 11:00 A.M.**

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

**Phone: (517) 676-7222**

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**1.0 PURPOSE**

Ingham County (herein referred to as “County”) solicits proposals from MDOT prequalified and experienced concrete, guardrail and/or traffic signal contractors (herein referred to as “Contractor”) for the purpose of entering into a two-year contract to provide as-needed concrete, guardrail and/or traffic signal construction services. The intent is to solicit unit prices for various work items related to typical intersection, guardrail and traffic signal construction, retain Contractor(s) to perform the work, and use the provided unit prices to approach said Contractor(s) to schedule and complete the work for discreet projects to be determined during the contract period. Contractors are not required to bid on all Items (VII, VIII, IX), as contracts will be awarded for each work type.

**2.0 OWNER**

County of Ingham  
121 Maple St.  
Mason, Michigan 48854

**3.0 LOCATION**

Ingham County Road Department  
301 Bush Street  
Mason, MI 48854

**4.0 SUBMISSION REQUIREMENTS**

**4.1 Registering as a Vendor with Ingham County**

Proposers who have not registered their company with Ingham County are requested to do so by visiting <https://apps.ingham.org/vendorreg/> or by emailing Julie Buckmaster at [jbuckmaster@ingham.org](mailto:jbuckmaster@ingham.org) 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.

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**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 Bobbie Mayes at [bmayes@ingham.org](mailto:bmayes@ingham.org) . The deadline for submitting final questions is no later than **3:00 P.M. on July 24, 2019**. In the subject line of the email reference the packet number and title of this RFP.

**4.3 Due Date, Time & Location**

Proposals will be received no later than **11:00 A.M., local time prevailing, on August 6, 2019**, 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  
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 two (2) copies* by the date, time, and place designated above. Proposals must be submitted in a sealed, opaque envelope or package and be clearly marked on the outside “**Packet#108-19: 2019 and 2020 As-Needed Concrete, Guardrail and/or Traffic Signal Construction Services**”. Be sure to include the name of your firm on the outside of the envelope or package.

Proposers are also required to submit an electronic version of their proposal to [packetresponse@ingham.org](mailto:packetresponse@ingham.org) by the due date and time set. The electronic submittal must contain your firm’s name and “**Packet#108-19: 2019 and 2020 As-Needed Concrete, Guardrail and/or Traffic Signal Construction Services**” in the subject line. If you have trouble submitting the electronic version please email Julie Buckmaster, [jbuckmaster@ingham.org](mailto:jbuckmaster@ingham.org) to upload your proposal.

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

- ✓ Local Purchasing Preference Form
- ✓ Addenda Form
- ✓ Legal Status of Bidder Form
- ✓ Non-Collusion Form
- ✓ Certificate Of Compliance With Public Act 517 Of 2012 Form
- ✓ Standards of Conduct for Ingham County Vendors Form (2 pages)
- ✓ Signature Form
- ✓ The Statistical Questionnaire is strictly optional.

#### **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 the Ingham County Purchasing Department/Hilliard Building is located near the intersection of Maple Street and Jefferson Street within the City of Mason.

#### **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.

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**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](mailto:jhudgins@ingham.org). Please also state the reason for not submitting a proposal. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity. **In the subject line of the email reference the packet number and title of this RFP.**

**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 Conflict of Interest**

By submitting a proposal, the Proposer certifies that he/she has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under any subsequent agreement with respect to this RFP. If at any time during the bidding process or subsequent contractual period, an actual or potential conflict of interest arises, the Proposer/Contractor shall immediately disclose in writing the conflict of interest to the County. The County reserves the right to immediately terminate in writing to the Contractor any subsequent agreement where, in the reasonable judgment of the County, such conflict poses a material conflict to the performance of the Contractor's obligations under the agreement; such termination of the agreement shall be effective upon the receipt of such notice by the Contractor.

**5.2 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.

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In Ingham County, a local vendor is defined as a vendor that operates a business within the legally defined boundaries of Ingham County and pays Ingham County taxes. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) on the enclosed Local Purchasing Preference Form 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/Home/Policies.aspx>

**5.3 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](mailto:jhudgins@ingham.org) of such omission or misstatement. **In the subject line of the email reference the packet number and title of this RFP.**

**5.4 Notification of Withdrawal of Proposal**

Proposals may be withdrawn 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.

**5.5 Rights to Pertinent Materials**

All responses, inquires, 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.

**5.6 Firm Pricing for County Acceptance**

The proposal price must be firm for County acceptance for ninety (90) days from the proposal opening date, unless the proposer specifically notes otherwise.

**5.7 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.

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**5.8 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.

**5.9 Addendum**

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.

**5.10 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.



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**5.11 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.

**5.12 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.

**5.13 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 CONDITONS**

**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.)

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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:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

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](http://www.ambest.com)).

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- 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) Professional Liability/Errors and Omissions Insurance: The Contractor shall procure and maintain during the life of this contract, Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is Claims Made Form, then the Contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of three (3) years after the termination of this contract.
  
- e) 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." The appropriate boxes must be check under the "Addl Insr" heading on the Certificate of Insurance.
  
- f) 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."

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- g) 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 Living Wage Requirement**

~~Ingham County policy requires vendors contracting with the County primarily to perform services to pay their employees a living wage if the following two (2) conditions apply:~~

- ~~a) The total expenditure of the contract or the total value of all contracts the vendor has with the County exceeds \$50,000 in a twelve month calendar; and,~~
- ~~b) The vendor employs five (5) or more employees.~~

~~In Ingham County, living wage is defined as an hourly wage rate which is equivalent to 125% of the federal poverty level for a family of four. For 2019, the living wage is \$16.10 per hour and is subject to change annually. Twenty percent (20%) of the living wage costs paid by the employer can be for an employee's health care benefits. This wage rate applies to part and full-time employees who work on County contracts.~~

~~See <http://pu.ingham.org/Home/TermsConditions/LivingWage.aspx> for more information.~~

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**Prevailing Wage Requirement**

It is the policy of Ingham County to require the payment of prevailing wages on any construction contract exceeding \$10,000 as determined by using the wage guidelines promulgated by the U.S. Secretary of Labor pursuant to the Davis-Bacon Act. See page 31 for wage determinations.

The Contractor is required to submit certified payrolls for all periods worked (and not worked) on said project to the Purchasing Department, 121 E. Maple St., Mason, MI 48854, to the attention of James C. Hudgins, Jr., Director of Purchasing. Payment shall not be made until such time that the Director has reviewed the certified payrolls.

- a) Contractor shall submit to the Purchasing Department before commencing work a list of all his/her Subcontractors.
- b) It is the responsibility of the Contractor to notify its Subcontractors that said project requires the payment of prevailing wages. It is also the responsibility of the Contractor to supply its Subcontractors with the prevailing wage rate schedule that is included in this solicitation.
- c) Prevailing wage rates shall be conspicuously posted at the jobsite.
- d) Contractor shall not use independent contractors. All persons performing construction trade work under this contract shall be employees of the Contractor or employees of the Subcontractor(s).
- e) Prevailing wage compliance will be monitored by the Ingham County Purchasing Department and Michigan Fair Contracting Center (MFCC).
- f) Compliance monitors will conduct brief interviews with workers throughout the duration of said project.
- g) Workers will be informed of the prevailing wage rates during the interview. Workers will be asked if they are receiving the correct pay, fringe benefits, and overtime as required by the County.
- h) Workers may be asked to show the compliance monitor a paycheck stub on a periodic basis to verify fringe benefit breakdowns and the actual rate of pay received by the worker, including overtime, if applicable.
- i) Where applicable, the Contractor shall provide the appropriate ratio of journeymen to apprentice workers as determined by the U.S. Department of Labor, Bureau of

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Apprenticeship and Training. The ratio will be monitored through worker interviews. Workers may be asked to provide their apprentice or journeymen cards to verify their status.

- j) Where apprentices are employed, the Contractor and Subcontractors shall provide the appropriate apprentice level on the certified payroll form, WH-347.

When requested by the County, the Contractor and Subcontractors shall submit a detail breakdown of all fringe benefits paid to their employees for all work on County construction projects.

### **6.7 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. Proposers should exercise particular care in reviewing the Response Format. 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(s)**

Award shall be made to the most responsible and responsive proposers whose proposal is

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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. A separate contract may be awarded for each work type (Item VII, VIII, IX).

**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**

The County reserves the right to reject any or all proposals, to waive any informalities or irregularities in proposals, and/or to negotiate separately the terms and conditions of all or any part of the proposals as determined to be in the County's best interests at its sole discretion even though not the lowest cost.

**7.5 Contract Term**

The term of this contract shall be for two (2) years with an option to renew for two additional years upon Board authorization and mutual written agreement between the County and Contractor.

**7.6 Contract Approval**

The Ingham County Board of Commissioners and other boards and committees must approve the contract resulting from this solicitation.

**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.

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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.
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 proposers 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/Home/BidArchives.aspx>.

#### **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. The Certificate of Insurance, as required shall be delivered to the Ingham County Purchasing Department, 121 E. Maple St., Mason MI 48854 and the Road Department.

#### **7.10 Escalation Clause (for multi-year service contracts)**

- 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.



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- 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 States 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.

**8.0 PRICES**

Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall be inclusive of all costs involved with the services contained in this RFP.

**9.0 SCOPE OF SERVICES**

This RFP provides MDOT prequalified concrete, guardrail and traffic signal contractors with general, but sufficient information to enable each bidder to prepare and submit an itemized unit price proposal in accordance with the Michigan Department of Transportation (MDOT) Standard Specifications for Construction, the current edition of applicable referenced MDOT Standard Plans, and the other general or special provisions, supplemental specifications, special details, and instructions in this proposal and in the attached supplemental documents.

Generally, the construction services are to include as-needed traffic signal foundation installation, controller cabinet foundation installation, strain pole erection, conduit and handhole installation, span wire installation, miscellaneous signal equipment installation, sidewalk and sidewalk ramp installation, guardrail, restoration, maintenance of traffic arrangements, and other related work required for Ingham County Road Department intersection and signal construction projects. All work is located within the public road rights-of-way in Ingham County, Michigan.

The successful Contractor(s) shall 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 unit price bid. The Contractor is to complete the work herein

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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 applicable MDOT Standard Plans, the Michigan Manual on Uniform Traffic Control Devices (MMUTCD), and the other general or special provisions, supplemental specifications and instructions in this proposal and in the attached supplemental documents.

The Engineer, or his/her representative, will provide sufficient plans, specifications, permits, construction staking, on-site direction and inspection, and material testing. The Engineer, or his/her representative, will also maintain field records using FieldBook and FieldManager. All pay estimates, contract modifications, etc. will be processed through FieldManager on a bi-weekly basis, as contract work item(s) are completed or as arranged with the Contractor. The Contractor will submit all MDOT required documentation including, but not limited to, material certifications, material source lists, certified payrolls, testing reports, material delivery tickets, concrete mix designs, Contractor construction safety program and emergency contracts, project schedule, and subcontract agreements.

Ingham County reserves the right to increase or decrease any or all of the proposed quantities. The quantities listed in the RFP may be approximate and are stated solely to provide a uniform base of calculation for comparison of proposals and award of contract. No guarantee is made by the County that the actual quantities will correspond with the proposed quantities. The Contractor will be paid based upon their accepted lump sum costs, percentage of sum costs, and/or unit prices. In the case where amendments or alternatives are accepted by the County, the project may be modified by Change Order for work added or deleted from the original project.

As contract project work is identified by the County during the contract period, the as-needed concrete, guardrail and traffic signal construction service contractor(s) awarded, and project work is identified, the County will develop construction documents, a work item list, and cost tabulation for the individual projects. Documents for standard MDOT work items may be provided, but most likely will just be referenced. The Contractor with the lowest costs, based on their provided lump sum costs, percentage of sum costs, and/or unit prices, will then be asked to submit a Project Schedule (MDOT form 1130) for said project, pursuant to Division 1 of the MDOT Standard Specifications for Construction.

## **10.0 QUALIFICATIONS**

The services required generally align with the following MDOT Service Prequalification Classifications (classifications must be listed on resumes provided with a proposal):

- J. Concrete C, C&G Driveways, Sidewalks and N96L Guardrail
- L. Electrical Construction (traffic signals)

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**11.0 INVOICING**

1. The Contractor shall use Field Manager to process all pay estimates, contract modifications, etc., on a bi-weekly basis, as contract work item(s) are completed or as arranged with the contractor.
2. The County shall notify the Contractor of any adjustments required to the construction pay estimates.
3. Construction pay estimates shall only be issued by the Contractor who is awarded a contract.
4. Payments will be issued to and construction pay estimates must be received from the same Contractor whose name is specified on the agreement.

**12.0 RESPONSE FORMAT**

The items listed below shall be submitted with each proposal and shall be submitted in the order shown. Each section should be clearly labeled with pages numbered and separated by tabs. Include a title page and table of contents. Failure by a proposer to include all listed items may result in the rejection of its proposal.

**Tab I – Transmittal Letter**

Provide a transmittal letter indicating your firm's understanding of the requirements of this specific job proposal. The letter must be a brief formal letter (1-2 pages) that provides information regarding the firm's interest in and ability to perform the requirements of this RFP. A person who is authorized to commit the firm's organization to perform the work included in the proposal must sign the letter in ink.

**Tab II – Company Profile**

Provide a company profile describing firm and include all of the following:

1. The official name of firm;
2. Firm's organizational structure (e.g. corporation, partnership, Limited Liability Company, etc.);
3. The jurisdiction in which firm is organized and the date of such organization;

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4. The address of firm's headquarters, any local office involved with the contract; and the address/location where the actual production of goods and/or services will be performed;
5. Firm's Federal Tax Identification Number;
6. The name, address, telephone, fax numbers and e-mail address of the person(s) who will serve as the contact(s) to the County, with regards to the RFP response, and with authorization to make representations on behalf of and to bind firm; and,
7. A representation that the firm is in good standing in the state in which its located and will have all necessary licenses, permits, certifications, approvals and authorizations necessary in order to perform all of its obligations in connection with this RFP.

**Tab III – Executive Summary**

Provide a synopsis of the highlights of the proposal and overall benefits of the proposal to the County. This synopsis should not exceed two pages in length and should be easily understood.

**Tab IV – Project Approach**

Use this section to describe in detail including a timeline of how you would approach this project.

**Tab V – Project Team Qualifications and Experiences**

Responses shall include a complete list of and resumes for all key personnel associated with the RFP. This list must include all key personnel who will provide services and all key personnel who will provide support services.

For each person on the list, the following information shall be included:

1. The person's relationship with firm, including job title and years of employment with firm;
2. The role that the person will play in connection with the RFP;
3. Address, telephone, fax numbers, and e-mail address;
4. The person's educational background;
5. The person's relevant experience; and,
6. Relevant awards, certificates or other achievements.

This section of the response should include no more than two pages of information for each listed person.

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**Tab VI – References**

Each proposer must provide at least three (3) references of similar size and scope serviced during the past five years. References must be satisfactory as deemed solely by the County. References should have similar scope, volume and requirements to those outlined in these specifications, terms and conditions.

Reference information shall include:

1. Company/Agency name
2. Contact person (name and title), contact person is to be someone directly involved with the services
3. Email of contact person
4. Complete street address
5. Telephone number
6. Type of business
7. Dates of service

The County reserves the right to contact any of the references provided in order to determine proposer's performance record on work similar to that described in this request. The County reserves the right to contact references other than those provided in the response and to use the information gained from them in the evaluation process.

**Tab VII – Proposed Costs**

The Proposer shall submit itemized unit price fee proposals for various standard MDOT traffic signal, guardrail and sidewalk pay items. Lump sum mobilization costs are also requested. At a minimum, the fee proposal shall include an hourly and weekly billing rate for requested traffic signal or sidewalk projects. The aforementioned billing rates shall include transportation, equipment expenses, computer expenses, Project Supervisor expenses, overhead and profit.

The County shall not be responsible for the reimbursement of any costs not specifically set forth in the firm's proposal. In addition, the County shall reserve the right to accept any part or the proposer's entire fee schedule and to negotiate any charges contained therein, unless otherwise qualified by the proposer.

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**Tab VIII – Identification of Anticipated and/or, Potential Project Problems**

Use this section to identify and describe any anticipated and/or potential project problems, the firm's approach to resolving these problems, and any special assistance that will be requested from the County.

**Tab IX – Acceptance of Conditions**

Provide a definitive statement of intent to comply with the Contractual Terms and Conditions as delineated in this RFP. If proposed terms and conditions are not acceptable as described, note and explain any exceptions; however, failure to agree to the terms required by law or County purchasing and contractual requirements may be grounds for disqualification of the proposal.

**Tab X – Forms**

Use this section to include the following required forms:

- ✓ Local Purchasing Preference Form
- ✓ Addenda Form
- ✓ Legal Status of Bidder Form
- ✓ Non-Collusion Form
- ✓ Certificate Of Compliance With Public Act 517 Of 2012 Form
- ✓ The Statistical Questionnaire is strictly optional.
- ✓ Standards of Conduct for Ingham County Vendors Form
- ✓ Signature Form

Proposers shall also submit a current copy of their insurance certificate, and if applicable, State of Michigan business license.

**TAB XI – Litigation**

Proposers must identify and describe any current, pending or threatened litigation against them related to their business.

**Tab XII – Appendices**

The content of this tab is left to the proposer's discretion. However, the proposer should limit materials included here to those that will be helpful to the Evaluation Committee in understanding the services to be provided for this specific contract.

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**LOCAL PURCHASING PREFERENCE FORM**

(Please type or print clearly in ink only)

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

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

2. Complete Legal Firm Name: \_\_\_\_\_

3. Company Address: \_\_\_\_\_

4. Company Phone: (    ) \_\_\_\_\_

5. Email: \_\_\_\_\_

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

\_\_\_\_\_

7. Signature: \_\_\_\_\_

8. Date: \_\_\_\_\_

Note: Local vendors who utilize non-local vendors as subcontractors for more than 50% of the work in a specific proposal are not entitled to the preference for that specific proposal.

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**ADDENDA FORM**

(Please Type or Print Clearly in Ink)

The following addenda have been received and acknowledged:

#1 date \_\_\_\_\_ #2 date \_\_\_\_\_ #3 date \_\_\_\_\_

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

Respectfully Submitted,

BY: \_\_\_\_\_  
Authorized Signature of Proposer

TITLE: \_\_\_\_\_



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**LEGAL STATUS OF PROPOSER FORM**

(Please Type or Print Clearly in Ink)

(The Proposer shall check and fill out the appropriate form.)

- Corporation
- Partnership
- Individual
- Limited Liability Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Federal Tax I.D. Number

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**NON-COLLUSION AFFIDAVIT OF PRIME PROPOSER FORM**

(Please Type or Print Clearly in Ink)

I, \_\_\_\_\_, of \_\_\_\_\_  
(Name and Title) (Company Name)

Attest to the following:

- (1) That I am fully informed respecting preparation and content of the attached Proposal and of all pertinent circumstances respecting such Proposal;
- (2) That my Proposal is genuine and not a collusive or sham proposal;
- (3) Neither myself nor any of our officers, partners, owners, agents, representatives, employees, or parties in interest, has in any way colluded, conspired, connived, or agreed directly or indirectly, with any other Proposer, firm, or person to submit a collusive or sham Proposal in connection with the Contract for which the attached Proposal has been submitted or to refrain from bidding in connection with such Contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or of any other Proposer, or to fix any overhead, profit, or cost element of the proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the County or any person interested in the proposed Contract;
- (4) The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any other collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Date)

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**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: \_\_\_\_\_

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**STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS**

(Please type or print clearly in ink only)

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

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Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.

Please acknowledge your receipt and acceptance of the aforementioned Standards of Conduct for Ingham County Vendors by signing below and returning with your submittal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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**SIGNATURE FORM**

(Please type or print clearly in ink only)

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: \_\_\_\_\_

Send Notification of Post Bid Addendum (if applicable) to: \_\_\_\_\_

Email of Person Receiving Post Bid Addendum: \_\_\_\_\_

Send Notification of Award to: \_\_\_\_\_  
(First and Last Name)

E-mail of Person Receiving Award Notification: \_\_\_\_\_

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**STATISTICAL QUESTIONNAIRE FORM - OPTIONAL**

(Please type or print clearly in ink only)

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 \_\_\_\_\_%

Asian-Indian American \_\_\_\_\_%

Asian-Pacific American \_\_\_\_\_%

Caucasian \_\_\_\_\_%

Hispanic-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: ( ) \_\_\_\_\_ Email: \_\_\_\_\_

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

7. Signature/date: \_\_\_\_\_

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**PREVAILING WAGE RATES**

"General Decision Number: MI20190084 07/05/2019

Superseded General Decision Number: MI20180084

State: Michigan

Construction Type: Building

County: Ingham County in Michigan.

**BUILDING CONSTRUCTION PROJECTS** (does not include single family homes or apartments up to and including 4 stories).

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.60 for calendar year 2019 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.60 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2019. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).



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Modification Number	Publication Date
0	01/04/2019
1	07/05/2019

ASBE0047-002 07/01/2018

	Rates	Fringes
ASBESTOS WORKER/HEAT & FROST INSULATOR.....	\$ 30.82	17.88

BOIL0169-001 03/01/2018

	Rates	Fringes
BOILERMAKER.....	\$ 38.65	26.22

BRMI0009-009 08/04/2018

	Rates	Fringes
BRICKLAYER		
Bricklayer.....	\$ 31.32	19.45
Terrazzo and Tile Finisher..	\$ 22.00	14.96
Terrazzo and Tile Setter....	\$ 25.51	17.25

FOOTNOTE:

Paid Holiday: Fourth of July, if the worker was employed by the contractor in any period of seven working days before said holiday within the current calendar year.

CARP1004-004 06/01/2018

	Rates	Fringes
CARPENTER (Soft Floor Layer, Including Carpet & Resilient Flooring).....	\$ 25.31	20.26

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CARP1004-018 06/01/2018

Rates      Fringes

CARPENTER, Includes  
Acoustical Ceiling  
Installation, Drywall  
Hanging, Form Work, and Metal  
Stud Installation.....\$ 25.31      20.26

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CARP1102-002 06/01/2018

Rates      Fringes

MILLWRIGHT.....\$ 33.65      32.25

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ELEC0252-001 05/28/2018

Townships of Bunker Hill, Leslie, Onodaga & Stockbridge

Rates      Fringes

ELECTRICIAN  
Alarm Installation & Low  
Voltage Wiring.....\$ 30.24      15.31  
Excludes Alarm  
Installation and Low  
Voltage Wiring.....\$ 44.12      23.54

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ELEC0665-004 05/27/2018

Townships of Alaiedon, Aurelius, Delhi, Ingham, Lansing, Leroy,  
Locke, Meridian, Vevay, Wheatfield, White Oak and Williamson

Rates      Fringes

ELECTRICIAN  
Alarm Installation & Low  
Voltage Wiring.....\$ 27.08      17.79  
Excludes Alarm

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Installation & Low Voltage  
Wiring.....\$ 35.20            23.34

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\* ENGI0324-012 06/01/2019

	Rates	Fringes
<b>OPERATOR: Power Equipment</b>		
GROUP 1.....	\$ 39.58	24.35
GROUP 2.....	\$ 36.28	24.35
GROUP 3.....	\$ 33.63	24.35
GROUP 4.....	\$ 31.92	24.35
GROUP 5.....	\$ 31.92	24.35
GROUP 6.....	\$ 26.06	24.35
GROUP 7.....	\$ 23.58	24.35

**FOOTNOTES:**

Crane operator with main boom and jib 300' or longer: \$1.50 per hour above the group 1 rate. Crane operator with main boom and jib 400' or longer: \$3.00 per hour above the group 1 rate.

**PAID HOLIDAYS:** New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

**POWER EQUIPMENT OPERATOR CLASSIFICATIONS**

GROUP 1: Crane operator with main boom and jib 400', 300', or 220' or longer.

GROUP 2: Crane operator with main boom and jib 140' or longer, tower crane, gantry crane, whirley derrick

GROUP 3: Concrete Pump; Crane; Highlift; Hoist; Loader; Roller; Scraper; Stiff Leg Derrick; Trencher

GROUP 4: Bobcat/Skid Loader; Broom/Sweeper; Fork Truck (over 20' lift)

GROUP 5: Boom Truck (non-swinging)

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GROUP 6: Fork Truck (20' lift and under for masonry work)

GROUP 7: Oiler

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IRON0025-001 06/01/2018

	Rates	Fringes
<b>IRONWORKER</b>		
REINFORCING.....	\$ 29.48	27.74
STRUCTURAL (Excluding Metal Building Erection)....	\$ 35.52	28.28

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LABO0499-012 06/01/2018

	Rates	Fringes
<b>LABORER</b>		
Common or General; Grade Checker; Mason Tender - Brick; Mason Tender - Cement/Concrete; Pipelayer; Sandblaster.....	\$ 26.52	12.85

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PAIN0845-001 06/01/2018

	Rates	Fringes
<b>PAINTER: Brush, Roller, Spray and Paperhanging.....</b>	<b>\$ 23.35</b>	<b>13.74</b>
<b>PAINTER: Drywall Finishing/Taping.....</b>	<b>\$ 26.17</b>	<b>14.47</b>

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PLAS0016-011 04/01/2014

	Rates	Fringes
<b>CEMENT MASON/CONCRETE FINISHER...</b>	<b>\$ 24.64</b>	<b>12.88</b>

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PLUM0333-006 06/18/2018

	Rates	Fringes
PIPEFITTER, Includes HVAC Pipe and Unit Installation.....	\$ 36.89	21.53
PLUMBER, Excludes HVAC Pipe and Unit Installation.....	\$ 36.89	21.53

FOOTNOTE:

Paid Holidays: Memorial Day, Independence Day and Labor Day, if the employee works the work day preceding and following the holiday unless proven illness or injury prevents the employee from working.

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ROOF0070-003 06/01/2018

	Rates	Fringes
ROOFER.....	\$ 28.93	15.18

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SFMI0669-001 04/01/2017

	Rates	Fringes
SPRINKLER FITTER (Fire Sprinklers).....	\$ 34.87	15.84

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SHEE0007-004 05/01/2018

	Rates	Fringes
SHEET METAL WORKER (Including HVAC Duct Installation; Excluding HVAC System Installation).....	\$ 32.61	19.66

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SUMI2011-009 02/01/2011

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	Rates	Fringes
IRONWORKER, ORNAMENTAL.....	\$ 18.48	7.93
LABORER: Landscape & Irrigation.....	\$ 8.00	0.00
METAL BUILDING ERECTOR.....	\$ 16.92	6.32
OPERATOR: Backhoe/Excavator/Trackhoe.....	\$ 21.34	7.57
OPERATOR: Bulldozer.....	\$ 20.63	8.21
OPERATOR: Grader/Blade.....	\$ 22.00	6.29
OPERATOR: Tractor.....	\$ 19.10	8.48
TRUCK DRIVER: Dump Truck.....	\$ 16.00	7.26
TRUCK DRIVER: Lowboy Truck.....	\$ 14.50	0.44
TRUCK DRIVER: Tractor Haul Truck.....	\$ 13.57	1.18

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WELDERS - Receive rate prescribed for craft performing operation to which welding is incidental.

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Note: Executive Order (EO) 13706, Establishing Paid Sick Leave for Federal Contractors applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2017. If this contract is covered by the EO, the contractor must provide employees with 1 hour of paid sick leave for every 30 hours they work, up to 56 hours of paid sick leave each year. Employees must be permitted to use paid sick leave for their own illness, injury or other health-related needs, including preventive care; to assist a family member (or person who is

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like family to the employee) who is ill, injured, or has other health-related needs, including preventive care; or for reasons resulting from, or to assist a family member (or person who is like family to the employee) who is a victim of, domestic violence, sexual assault, or stalking. Additional information on contractor requirements and worker protections under the EO is available at [www.dol.gov/whd/govcontracts](http://www.dol.gov/whd/govcontracts).

Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clauses (29CFR 5.5 (a) (1) (ii)).

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The body of each wage determination lists the classification and wage rates that have been found to be prevailing for the cited type(s) of construction in the area covered by the wage determination. The classifications are listed in alphabetical order of ""identifiers"" that indicate whether the particular rate is a union rate (current union negotiated rate for local), a survey rate (weighted average rate) or a union average rate (weighted union average rate).

#### Union Rate Identifiers

A four letter classification abbreviation identifier enclosed in dotted lines beginning with characters other than ""SU"" or ""UAVG"" denotes that the union classification and rate were prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

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Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

#### Survey Rate Identifiers

Classifications listed under the "SU" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

#### Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current negotiated/CBA rate of the union locals from which the rate is based.



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**WAGE DETERMINATION APPEALS PROCESS**

1.) Has there been an initial decision in the matter? This can be:

- \* an existing published wage determination
- \* a survey underlying a wage determination
- \* a Wage and Hour Division letter setting forth a position on a wage determination matter
- \* a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations  
Wage and Hour Division  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator  
U.S. Department of Labor

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200 Constitution Avenue, N.W.  
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material, etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board  
U.S. Department of Labor  
200 Constitution Avenue, N.W.  
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

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END OF GENERAL DECISION"