

THE CHARTER COUNTY OF WAYNE, MICHIGAN
INVITATION FOR BIDS
FOR
VENOY DORSEY PARK BOAT LAUNCHES WITH
TRAILHEADS

CONTROL NO. 37-23-006-A (Re-bid)

IFB TIMETABLE

| ACTION | DATE | TIME |
|--|-----------|---------------------|
| IFB Issue Date | 7/12/2023 | |
| Pre-Bid Meeting / Site Visit | 7/24/2023 | 11:30 AM LOCAL TIME |
| Bidder's Questions Due | 7/26/2023 | 1:00 PM LOCAL TIME |
| Responses to Bidder's Questions** | 7/28/2023 | |
| Bid Responses Due | 8/11/2023 | 1:00 PM LOCAL TIME |
| Virtual Bid Opening (See Pg. 2 for link) | 8/11/2023 | 1:10 PM LOCAL TIME |
| Contract Start Date** | TBD | |

* If Necessary

** Estimated Dates

Procurement Contact:

Sherita Calloway, Strategic Sourcing Analyst, CPPB

PHONE: 313-224-2740

EMAIL: Scalloway@waynecounty.com

Pre-bid Meeting Location:
(Strong Encouraged)

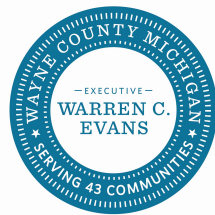
Jefferson Barnes Community Vitality Center
32150 Dorsey St.

Westland, MI 48186

July 24, 2023 at 11:30 AM

Description: The County of Wayne is requesting bids for the construction of two parking lots, trail heads, and boat launches on both sides of Venoy Dorsey Park at Merriman Road and Venoy Road. State or federal funds are being used to assist in construction and relevant State or federal requirements will apply.

A copy of this bid may be obtained from the BidNet Direct website (formerly MITN.info) at <https://www.bidnetdirect.com>, until the deadline date and time noted above.



VIRTUAL BID OPENING LINK:

JOIN ZOOM MEETING

[HTTPS://WAYNECOUNTY.ZOOM.US/J/82372934426?PWD=NS8ZSEVQRJFKRGZFUW8RQ0ZYAKDBQT09](https://waynecounty.zoom.us/j/82372934426?pwd=NS8ZSEVQRJFKRGZFUW8RQ0ZYAKDBQT09)

MEETING ID: 823 7293 4426

PASSCODE: 782051

ONE TAP MOBILE

+16465588656,,82372934426# US (NEW YORK)

+16469313860,,82372934426# US

DIAL BY YOUR LOCATION

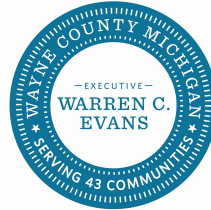
- +1 646 558 8656 US (NEW YORK)
- +1 646 931 3860 US
- +1 301 715 8592 US (WASHINGTON DC)
- +1 305 224 1968 US
- +1 309 205 3325 US
- +1 312 626 6799 US (CHICAGO)
- +1 719 359 4580 US
- +1 720 707 2699 US (DENVER)
- +1 253 205 0468 US
- +1 253 215 8782 US (TACOMA)
- +1 346 248 7799 US (HOUSTON)
- +1 360 209 5623 US
- +1 386 347 5053 US
- +1 507 473 4847 US
- +1 564 217 2000 US
- +1 669 444 9171 US
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MEETING ID: 823 7293 4426

FIND YOUR LOCAL NUMBER: [HTTPS://WAYNECOUNTY.ZOOM.US/U/KMHNPJOA0](https://waynecounty.zoom.us/j/kmhnpjoa0)

JOIN BY SIP

• 82372934426@ZOOMCRC.COM



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- Appendix B** – Construction Contract
- Appendix C** – Examples of Surety Forms (Performance and Payment Bonds)
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- Appendix F** – EGLE Permit
- Appendix G** – Geotechnical Investigation



PART 1 – INVITATION FOR BIDS (IFB)

SECTION 1.0 – INTRODUCTION & INSTRUCTIONS:

1.1 Introduction/Background

INTRODUCTION: Through this Invitation for Bids (IFB), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit bids for the construction of two parking lots, trail heads, and boat launches on both sides of Venoy Dorsey Park at Merriman Road and Venoy Road in Wayne, MI. This project includes creating a cove and new embankments along the water’s edge, providing a new boat dock, kayak shelter, pathways from the launch to the parking lot, stormwater facilities, and install a new landscape.

GENERAL WAYNE COUNTY INFORMATION: Situated in the heart of the Great Lakes region along the beautiful Detroit River, Wayne County is the 19th most populous county in the United States. With 43 distinct communities including the automotive capital of the world - Detroit, Wayne County is rich in history, culture, arts, and world-class amenities. We take pride in being one of the most diverse counties in the United States; a place where different cultures come together to offer a truly cosmopolitan experience.

Wayne County offers a first-class business environment, a top-rated international airport, diverse residential areas, expansive parks, and a multitude of recreational and cultural activities. We are home to several major universities including Wayne State, the University of Michigan-Dearborn, and the University of Detroit-Mercy. We have several award-winning secondary and primary schools, as well as numerous community colleges and vocational schools. We are also home to the Detroit Symphony Orchestra, Michigan Opera Theater, Detroit Institute of Arts, the Henry Ford, and dozens of theaters, art galleries and concert halls. With hundreds of musical and cultural events every year, Wayne County is Michigan's cultural epicenter.

1.2 Objective

The general objectives of this solicitation are the following:

- competitively award a contract
- ensure there is a fair process at every step of the procurement process
- to fulfill the purchase request in a timely manner
- ensure that taxpayers dollars are spent wisely

1.3 Overview of Solicitation (IFB) Document

The solicitation is composed of the following 2 parts:

PART 1: INVITATION FOR BID

Section 1.0: INTRODUCTION/OVERVIEW: Specifies the information regarding the requirements of the solicitation process.



- Section 2.0: MINIMUM QUALIFICATIONS: Specifies the requirements a Bidder must meet in order to be considered for evaluation.
- Section 3.0: SPECIFICATIONS AND SCOPE OF WORK: Sets forth a description of the required construction services.
- Section 4.0: BIDDING, EVALUATION, SELECTION & AWARD PROCESS: Includes information on how bids will be evaluated, selected and awarded.

PART 2: SUPPLIER SUBMITTAL REQUIREMENTS (CHECKLIST)

- Section 5.0: REQUIRED DOCUMENTATION AND FORMS: Bidder will submit the required documentation and complete the requisite forms that will be utilized in determining whether the Bidder is a responsive and responsible Bidder that has the capacity and capability to deliver and provide products under this agreement.

1.4 Contact with Wayne County Personnel

In order to create a more competitive and unbiased procurement process, the County has designated a single point of contact for the duration of this solicitation. From the issue date of this IFB, until a successful Bidder is selected, all requests for clarification or additional information regarding this IFB, or contact with County personnel concerning this IFB or the evaluation process must be solely to the contact person listed on the cover page of this IFB.

If it is discovered that a Bidder contacted and received information regarding this Solicitation from any Wayne County personnel other than the person specified above, the Wayne County Procurement Director, at his / her sole discretion may disqualify its bid from further consideration. Only those communications made by the Procurement Department contact in writing will be binding with respect to this IFB.

If it is later discovered that a violation in regards to this section has occurred, the County may reject any bid or terminate any contract awarded pursuant to this IFB.

1.5 Wayne County Rights & Responsibilities

Wayne County has the right to amend this IFB by one or more written addenda. Wayne County is responsible only for that which is expressly stated in the solicitation document and any authorized written addenda.

Should any such addenda require additional information not previously requested, Bidder's failure to address the requirements of such addenda may result in the Bid not being considered, as determined in the sole discretion of Wayne County. Wayne County is not responsible for and shall not be bound by any representations otherwise made by any individual acting or purporting to act on its behalf, other than the Procurement Director, Procurement Director's designee, and/or stated contact for the solicitation.



It is the Bidder's responsibility to periodically check the source of the IFB until the posted bid deadline to obtain any issued addenda. However, Wayne County will make reasonable efforts to inform all Bidders of any clarifications, modifications, or amendments.

When, either before or after receipt of bids, Wayne County changes its requirements or terms and conditions, the Procurement Director, or their designee, shall amend the solicitation.

The Procurement Director will have the discretion to extend the IFB deadline date if he/she determines that it is in the best interest of the County. Furthermore, the Procurement Director may also cancel the original solicitation and issue a new solicitation if it is in the best interest of the County or if the amendment is so substantial in nature as to exceed what prospective offerors reasonably could have anticipated, so that additional sources likely would have submitted offers had the substance of the amendment been known to them.

1.6 Subcontractors

In an effort to promote supplier diversity, Wayne County encourages Bidders to identify and include qualified disadvantaged businesses as subcontractors when proposing to provide products and services to the County.

Subcontractors (or their assignments), as it pertains to the specifications/scope of work may not be changed without prior written approval by the County. The Contract will not be assignable to any other business entity without the County's approval. Bidders are encouraged to consider a joint venture.

1.7 Disqualification of Bidders

Any one or more of the following causes may be considered sufficient for the disqualification of a Bidder and the rejection of the bid:

- a. Evidence of collusion among Bidders
- b. Lack of competency as revealed by either financial, experience, or equipment statements
- c. Lack of responsibility as shown by past work
- d. Uncompleted work under other contracts which, in the judgment of the County, might hinder or prevent the prompt completion of additional work if awarded
- e. Being in arrears on existing contracts, in litigation with the County, or having defaulted on previous contracts.

1.8 Freedom of Information Act (FOIA)

Bid responses, resultant contract(s) and all information submitted to Wayne County by Bidders and Contractors is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.



1.9 Disclosure of Contents

All information provided in the bid shall be held in confidence and shall not be revealed or discussed with competitors, until after award of the contract except as provided by law or court decision. All material submitted with the bid becomes the property of the County and may be returned only at the County's option.

Bidders must make no other distribution of their bids other than authorized by this IFB. A Bidder who shares cost information contained in its bid with other County personnel or competing Bidder personnel shall be subject to disqualification.

1.10 County-Based Enterprise (and other) Advantage Programs

Wayne County administers a procurement program that gives pricing advantages (equalization credits) to businesses located within Wayne County and to businesses located within the 10 Targeted Growth Communities within Wayne County (Detroit, Ecorse, Hamtramck, Highland Park, Inkster, Melvindale, River Rouge, Romulus, Sumpter Township, and Taylor). The County shall apply equalization credits up to 7% to the price for bids submitted by certified County Based Enterprises (CBE) and 2% for Targeted Growth Community Enterprise (TGCE).

County Based Enterprise / Targeted Growth Community Enterprise Equalization Allowance Table

| Contract Amount | Equalization Percentage |
|---|--------------------------------|
| Up to \$50,000 (CBE) | 7% |
| \$50,000 to \$200,000 (CBE) | 5% |
| \$200,000.01 and over (CBE) | 2% |
| Targeted Growth Community Enterprise (TGCE) | 2% |

This program also includes five additional certifications that provide businesses with equalization credits. The five additional certifications are: Small Business Enterprise (SBE), Expanding Business Enterprise (EBE), Joint Venture (JV), Mentor Venture (MV) and Veteran Enterprise (VE). These equalization credits for qualifying certified suppliers have maximum allowable credits that cannot exceed 10% of the price. All suppliers, who wish to receive credits for their bids, **must be certified by the Human Relations Division at the time of Bid and must submit a copy of their current certification in the bid.**



| Certification Eligible for Equalization Credits | Equalization Percentage |
|--|--------------------------------|
| Small Business Enterprise (SBE) | 2% |
| Expanding Business Enterprise (EBE) | 2% |
| Joint Venture (JV) | 2% |
| Mentor Venture (MV) | 2% |
| Veteran Enterprise (VE) | 2% |

Equalization Allowance table for SBE, EBE, JV, MV, VE

If you have questions regarding certification or to apply for certification please visit Human Relations website at <https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx> or call the office (313) 224-5021.

Most federal and state funded projects will not include the application of geographic advantages such as the CBE and TGCE in accordance with funding requirements as well as other advantage categories; in these cases, equalization credits will not apply.

1.11 Final Agreement Award Determination

The County reserves the right to withdraw the IFB, to award to one Bidder, to any combination of Bidders, by item, group of items, or total bid. The County may waive informalities. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid. If, for any reason, a contract is not executed with the selected Bidder within a reasonable amount of time, as determined by Wayne County, after notice of recommended award, then the County may recommend the next most responsive and responsible Bidder. Award of this bid is contingent upon the availability of funds for this project, within the sole discretion of the County. Acceptance of the Bidder's bid does not constitute a binding contract.

There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.

The County is not liable for performance costs until the successful Bidder has been given a fully executed contract. Failure to accept the terms and conditions of the County's Standard Contract may deem the Bidder non-responsive.



1.12 Conflict of Interest

No Wayne County employee or agent whose position in Wayne County enables him/her to influence the selection of a supplier for this IFB, or any competing IFB, nor any spouse of economic dependent of such employees, shall be employed in any capacity by a Bidder or have any other direct or indirect financial interest in the selection of a supplier.

1.13 Gratuities

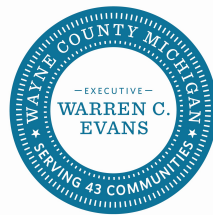
It is prohibited for any Wayne County officer, employee or agent to accept a gratuity for themselves or for a relative, except as permitted by the County's Procurement Ordinance.

A Bidder shall not offer or give either directly or through an intermediary, consideration, in any form, to a Wayne County officer, employee or agent for the purpose of securing favorable treatment with respect to the award of the Contract.

1.14 Compliance with Laws

The Bidder must comply with all federal, state, and local laws and policies including, but not limited to:

- A. The provisions of the Wayne County Procurement Ordinance governing "Ethics in Public Contracting", as applicable to contractors, being Article 12 of Chapter 120, and Contractor agrees to provide all required disclosures;
- B. If the contract price is in excess of twenty thousand dollars (\$20,000), or the terms thereof require the approval of the Wayne County Commission, and the Contractor knowingly collaborate in or induces a violation of any of the ethical standards that are set forth in sections 120-225, 120-228, 120-229, 120-230 or 120-233 of the Wayne County Code, the County has the right to impose any one or more of the following sanctions:
 1. Immediately terminate the Contract and require the Contractor to pay the County liquidated damages, and not a penalty of fifteen percent (15%) of the total Contract compensation,
 2. Debar or suspend the Contractor from consideration from competing for further County contracts; or
 3. Recover the value transferred or received in breach of the ethical standards by a County employee or other person.
- C. The provisions of the Wayne County Procurement Ordinance Section 120.50 "Authorization of premature performance and payment and standard performance contract language", and requires every person doing business with the County to comply with Section 120.50.
- D. The Contractor and any subcontractors are not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant will be regarded as a material breach of the contract and of your Project Agreement.



- E. The Michigan Civil Rights Act;
- F. The Persons With Disabilities Act;
- G. The Age Discrimination Act;
- H. Section 504 of the Rehabilitation Act;
- I. The Slavery Era Disclosure Ordinance;
- J. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.
- K. Elliott-Larsen Civil Rights Act.

1.15 Cooperative Contract (Optional)

NOT APPLICABLE

1.16 Bid Guarantee

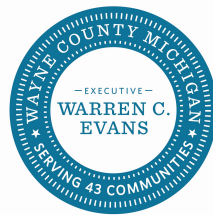
A bid guarantee, in the form of a bid bond in the amount of 5% of the total price of the bid, must be submitted with the bid. A bid guarantee is as a guarantee that the Bidder will enter into a contract for the work of the bid is accepted.

1.17 Performance and Payment Bonds

Performance and Payment Bonds in the amount of 100% of the contract value, will be required of the awarded supplier.

1.18 Pre-Bid Meeting and Site Visit

Bidders are strongly encouraged to attend and sign in at all pre-bid meetings and site visits. (See cover page for location.)



SECTION 2.0 – MINIMUM QUALIFICATIONS

2.1 Adherence to Minimum Qualifications (Pass/Fail)

Interested and qualified Bidders that can demonstrate their ability to successfully provide the services/products outlined in the Scope of Work/Specifications section of this IFB are invited to submit bid(s), provided they meet the following minimum qualifications:

- a) The Bidder or its subcontractor OR Bidder or its key personnel must have at least five (5) years' experience providing site construction and waterway embankments; and
- b) The Bidder or its subcontractor OR Bidder or its key personnel must have worked on at least three comparable projects within the past 10 years.

Failure of the Bidder to meet all of the minimum qualifications will eliminate its bid from any further consideration.



SECTION 3.0 – SPECIFICATIONS AND SCOPE OF WORK

3.1 Objectives and Purpose

Through this Invitation for Bids (IFB), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit bids for the construction of two parking lots, trail heads, and boat launches on both sides of Venoy Dorsey Park at Merriman Road and Venoy Road in Wayne, Michigan.

The successful Bidder (Contractor) shall construct a parking lot and kayak facility at both the Venoy Road and Merriman Road. This project includes creating a cove and new embankments along the water's edge, providing a new boat dock, kayak shelter, pathways from the launch to the parking lot, stormwater facilities, and install a new landscape.

3.2 Specifications / Scope of Work

The Contractor shall be responsible for furnishing all material, supplies, labor, equipment, etc. and services necessary to fully complete the construction of the project in accordance with the requirements, drawings and specifications in Appendix D thru D3 – Construction Documents (Requirements, Specifications, Plans and Drawings).

3.3 Contract Term

The term of the resultant contract shall be for a period of one (1) year from the date of award, with Substantial completion within 330 calendar days of receipt of the Notice to Proceed and Final Completion within 30 days of Substantial completion, and a one-year extension option, which may be exercised at the discretion of Wayne County.

3.4 Additional Specifications

3.4.1 Service Work Schedules

When the successful Bidder (Contractor) is onsite at County facilities the Contractor will observe the general operating hours of the facility, each facility may have different operating hours. If the Contractor and the County contact at a facility agree to access outside of general operating hours those agreements are between the Contractor and the County contact and not with the County.



3.4.2 Service Security of Building and Property Requirements

County facilities are secured and Contractor will provide notification of its need to access County facilities timely so as to allow the County to notify security and to provide timely access to the Contractor.

3.4.3 Service Equipment Requirements

The Contractor is responsible for providing its own computer equipment and information technology systems, unless specified otherwise under this IFB.

3.4.4 Service Consumable Supplies Requirements

NOT APPLICABLE

3.4.5 Service Inspection and Correction of Deficiencies Requirements

The County may inspect the part of the plant, place of business, or work site of a Contractor or Sub-Contractor at any tier, which is pertinent to the performance of any contract awarded or to be awarded by the County.

3.4.6 Service Capabilities

The Contractor will provide professionals who are current with professional development and will provide such documentation as necessary to show compliance.

3.4.7 Ordering of Services

NOT APPLICABLE

3.4.8 Customer Service

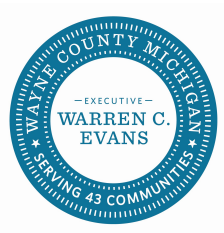
Contractor provided professionals assigned to the engagement will reply to email or phone calls timely.

3.4.9 Roles and Responsibilities

The Contractor will not subcontract the responsibilities outlined in this IFB without prior written approval (excluding subcontractor(s) disclosed in the response to this IFB).

3.4.10 Delivery Acceptance Criteria

The designated Wayne County representative shall provide the final review and approval of the required services/productions outlined in this IFB.



3.4.11 Service Level Agreements

NOT APPLICABLE

3.4.12 Milestones

The Contractor, as part of the response to this IFB, shall provide a timeline with milestones identified for timely implementation of services/delivery of products. The proposed timeline and milestones should preferably be presented in a Gantt chart format.

3.4.13 Training

NOT APPLICABLE

3.4.14 Success Criteria

The Contractor is responsible for the successful performance of all requirements outlined in this IFB.



SECTION 4.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key information and activities as well as instructions to Bidders on how to prepare and submit their response:

4.1 Wayne County Responsibility

Wayne County is not responsible for representations made by any of its officers or employees prior to the execution of the contract unless such understanding or representation is included in the contract.

4.2 Truth and Accuracy of Representations

The Wayne County Procurement Director or designee may reject any bid that is evaluated and determined to include false, misleading, incomplete, or deceptively unresponsive statements.

4.3 Bidder Q&A

Bidders may submit written questions regarding this IFB, by the questions deadline date, to the individual identified on the cover page. All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the IFB.

When submitting questions please specify the IFB section and paragraph number, and quote the language that prompted the question. This will ensure that the issue can be quickly found in the IFB. Wayne County reserves the right to group similar questions when providing answers.

Wayne County may modify the IFB at any time during the bid process. All changes to the IFB will be posted as an addendum under the bid number and each posting officially revises the IFB.

4.4 Preparation of the Bid

Each Bidder must submit a complete response to this IFB. The bid must remain valid for at least 180 days from the due date for responses to this IFB.

There is no contract until the agreement is approved by the Wayne County Commission (if such approval is required by the Procurement Ordinance) and executed by the County Executive.

The Bidder will be responsible for completing documents and forms listed under Part 2, Section 5, of this IFB, which is titled Supplier Submittal Requirements. If not provided, Bidder will be required to download the forms. Complete the forms, including signature, and then upload the forms. These documents and forms are as follows:

- Documents demonstrating minimum qualifications – It is expected that a Bidder will include completed forms to demonstrate minimum qualification requirements are met, which include:



- References
- Business Information Questionnaire (included in the Ethics in Contracting Form)
- Resumes for key personnel
- Signed Bid Form – The Bidder **must** sign the Bid Form. Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the County if the Bidder is determined to be the most responsive and responsible Bidder.
- Pricing Sheet – The Bidder must use the Pricing Sheet that accompanies this IFB. Any other pricing format submittal may result in disqualification. The Bidder **must** submit the Price Sheet with the bid.
- Bid Guarantee – A bid bond in the amount of 5% of the total price of the bid **must** be submitted with the bid.
- Response to Bid Requirements Form - The Bidder shall include a detailed response to the outlined requirements.
- Terms & Conditions Form – Bidder will review terms and conditions. Any exceptions to the terms and conditions need to be identified in the bid otherwise it will be determined that the terms and conditions are acceptable to the Bidder.
- First Tier Subcontractor Designation Form – This form is required to be completed by all prime contractors for contracts greater than \$50,000.
- Ethics in Contracting Vendor Form – This form is required to disclose any relationships between the principal/managing members of the bidding company and Wayne County employees for all contracts greater than \$10,000.
- W-9 Form – This form is required to verify the Bidder's federal tax identification (EIN) number and legal business name.
- Fair Employment Practices (FEP) Certificate – A current FEP certificate is required of all companies that do business with Wayne County. If the Bidder does not have this certification, an on-line application shall be submitted to the Human Relations Department at the time of bid submission for all contracts greater than \$50,000. Print a hard copy of your company's on-line application and submit with the bid.
- Certificate of Insurance (COI) – A current COI is required, which lists, at minimum, commercial general liability limits and as applicable other insurance that may be required. The requirements for the resultant contract are listed in the Contract/Terms and Conditions attachment.
- Debarment Form - This form is required to be completed for federally funded contracts and certifies the Bidder's status as it pertains to federal debarment, suspension and responsibility matters.



There are no other unique formatting requirements. Information provided shall be organized and in a readable format.

4.5 Bid Submission Requirements

To be considered, the bid must be prepared in the manner and detail specified in this IFB.

- 1) Bids, all attachments, and any modifications or withdrawals, must be submitted electronically through the BidNet Direct (MITN) Bid System (<https://www.bidnetdirect.com/>). Bidders should provide the documents in a modifiable form (e.g., Microsoft Word or Excel), but have the option to also provide copies of any documents in a non-modifiable form (e.g. PDF) with the sole exception of any pricing which must be provided in Excel format, when an Excel Pricing Sheet is provided. Bidder's failure to submit a bid as required may result in disqualification of such bid. The bid and attachments must be fully uploaded and submitted prior to the due date and time identified above.

Bids received after the deadline will not be accepted.

Do not wait until the last minute to submit the bid, as the BidNet system requires the creation of an account and entry of certain information, in addition to uploading and submitting the materials. The BidNet system will not allow a bid to be submitted after the due date and time identified on the cover page.

- 2) The opening/downloading of a bid does not constitute the County's acceptance of the Bidder as a responsive and responsible Bid.
- 3) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the IFB, specifications and terms of the Form of Contract, and the County's Procurement Ordinance, and that the Bidder understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- 4) Bids sent by facsimile, telegraph, or email will not be considered.
- 5) All costs incurred in the preparation and presentations of the bid, as well as any resulting contract, are the Bidder's sole responsibility; no such costs will be reimbursed to any Bidder. All documentation submitted with the bid will become the property of the County.

4.6 Duplicate Bids

No more than one (1) bid from any Bidder, including its subsidiaries, affiliated companies and franchisees will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.

4.7 Withdrawal

Bids may be withdrawn through the BidNet Direct System prior to the bid deadline indicated on the cover page of this IFB. No bid may be withdrawn after the deadline for submission.



4.8 Evaluation Process

All bids will be reviewed for compliance with the mandatory minimum requirements stated within this IFB. Bids not in compliance with the mandatory minimum requirements will be eliminated from further consideration.

- A. Wayne County may contact the Bidder for clarification of the bid
- B. Wayne County may require the Bidder to submit additional and/or supporting materials
- C. Responsive bids will be evaluated on the factors identified in this IFB. The Bidder(s) whose bid is lowest responsive and responsible will be recommended for award approval.

Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bid responses, Bidders are advised to rely only upon the contents of this IFB and accompanying documents and any written clarifications or addenda issued by the County. If a Bidder finds a discrepancy, error, or omission in the bid package, or requires any written addendum thereto, the Bidder is requested to notify the Procurement Contact noted on the cover of this IFB, so that written clarification may be sent to all prospective Bidders. The County is not responsible for oral representations. All questions must be submitted in writing to the Procurement Contact only before the Question Deadline indicated on the cover page of this document. All answers will be issued in the form of a written addendum.

Provide a County Based Enterprise, Targeted Growth Community Enterprise, or other Wayne County Advantage program certificate (See Section 1.10) if applicable; otherwise, evaluation credits will not be considered.

4.9 Optional Tools to Enhance Evaluation Process

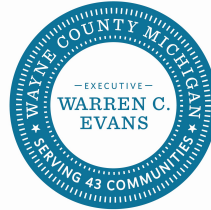
Wayne County, during the evaluation of bids may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the bid(s) in order to select the best offering to Wayne County.

4.9.1 Clarifications

Wayne County may issue a clarification request, in writing, to one or all Bidders. A clarification request does not allow a Bidder to change its bid. The clarification response may include additional information to address any ambiguities or deficiencies in the bid.

4.10 Wayne County Option to Reject Bids

The County reserves the right to reject any or all bids, or to accept or reject any bid in part, or to award any bid in whole or in part, or by line item, and to waive any minor informality or irregularity in Bids received, if it is determined by the Procurement Director or designee that the best interest of the County will be served by doing so. The County may reject any bid from any person, firm or corporation in arrears or in default to the County on any contract, debt, or other obligation, or if the Bidder is debarred by the County from consideration for a contract award, or if Bidder has committed a violation of the ethics or anti-kickback provisions of the County's Procurement Ordinance which resulted in a termination of a contract or other penalty within the two (2) years immediately preceding the date of issuance of this document.



PART 2 – SUPPLIER SUBMITTAL REQUIREMENTS

SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS

(Mandatory Minimum Requirements Checklist)

| | |
|-------------------------------------|---|
| <input checked="" type="checkbox"/> | DOCUMENTATION AND FORMS |
| | <p>5.1 Demonstrate that the Bidder or its subcontractor OR Bidder or its key personnel meet the minimum qualifications outlined in Section 2.0, which may be accomplished by submitting the following:</p> <ul style="list-style-type: none"> • Completed References Form • Completed Business Information Questionnaire portion of the Ethics in Contracting Form • Resumes for key personnel |
| | 5.2 Signed Bid Form – must be submitted with bid |
| | 5.3 Pricing Sheet [Appendix A] – must be submitted with bid |
| | <p>5.4. Bid Guarantee/Bid Bond – must be submitted with bid</p> <p>Scan and upload a copy of the Bid Bond with the Bid and mail original Bid Bond to Wayne County Procurement Division, 21st Floor, 500 Griswold, Detroit, MI 48226 within 24 hours of the Bid submission.</p> |
| | OTHER FORMS (Download*, complete and include with your bid) |
| | 5.5 Response to Specifications/Scope of Work Requirements Form |
| | 5.6 Terms and Conditions Form |
| | 5.7 Debarment Form |
| | First Tier Subcontractor Designation Form |
| | Ethics in Contracting Vendor Form with Business Information Questionnaire |
| | W-9 Form |
| | <p>Fair Employment Practices (FEP) Certificate. Complete the on-line application and print (PDF) a hard copy of your company's application and include with your bid.</p> <p>Apply on-line at: https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx</p> |
| | Certificate of Insurance listing current coverages |
| | CONSTRUCTION BIDS ONLY |
| | 5.8 Construction Bidder Questionnaire |

* Download Forms that are not included at:

<https://www.waynecounty.com/departments/mb/procurement/procurement-forms.aspx>



5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS

(Outlined in Section 2.0)

Complete the following information for a minimum of three (3) customer references for products/services of similar scope dating within the past 10 years.

Reference 1:

| | |
|-------------------------------------|--------------------------------|
| Entity Name: | Contact Name and Title: |
| City: | State: |
| Phone Number: | Email Address: |
| Years Serviced/Date of Project: | Annual Volume/Contract Amount: |
| Description of Project or Services: | |

Reference 2:

| | |
|-------------------------------------|--------------------------------|
| Entity Name: | Contact Name and Title: |
| City: | State: |
| Phone Number: | Email Address: |
| Years Serviced/Date of Project: | Annual Volume/Contract Amount: |
| Description of Project or Services: | |

Reference 3:

| | |
|-------------------------------------|--------------------------------|
| Entity Name: | Contact Name and Title: |
| City: | State: |
| Phone Number: | Email Address: |
| Years Serviced/Date of Project: | Annual Volume/Contract Amount: |
| Description of Project or Services: | |



5.2 BID FORM

BID FORM

Failure to complete this form shall result in your Bid being deemed non-responsive and rejected without further evaluation

The Undersigned hereby offers and, if the contract is executed by the County Executive, agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Bids. The Undersigned further agrees to accept, via email or other electronic means, any and all notifications and contractual documents including, but not limited to, notifications, insurance verification requests, and purchase orders.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Bidders, including the Form of Contract, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Offer, agrees to be obligated, if recommended for award of the contract and if the contract is executed by the County Executive, to provide the stated goods and/or services to the County for the term as stated in this IFB, and to enter into a contract with the County, in accordance with the conditions, scope and terms, as well as the Form of Contract, together with any written addenda as specified above.

COMPLIANCE:

The undersigned hereby accepts all administrative requirements of the IFB and will be in compliance with such requirements. By submitting this Bid Form, the Bidder represents that: 1) the Bidder is in compliance with any applicable ethics or anti-kickback provisions of the County's Procurement Ordinance, and 2) if awarded a contract to operate the Concession or provide the Services required in the IFB, the Bidder will comply with the ethics and anti-kickback provisions of the Procurement Ordinance.

NONCOLLUSION:

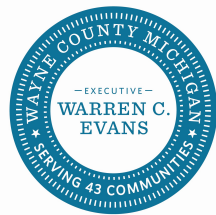
The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

PERFORMANCE BOND(S):

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance bond(s).

SUBMITTAL REQUIREMENTS:

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this IFB.



| | |
|---|--------|
| No bid shall be accepted which has not been signed in the appropriate space below. | |
| I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder: | |
| For clarification of this offer, contact: | |
| Company Name: | Name: |
| Address: | Title: |
| City: State: Zip: | Phone: |
| *Signature of Authorized Person | Fax: |
| Printed Name | Email: |

*Bid Form **must** be signed by an authorized representative.



5.3 PRICING SHEET AND OTHER PRICING REQUIREMENTS

Complete APPENDIX A (Pricing Sheet), with the following considerations:

5.3.1 *Tax Excluded from Price*

(a) Sales Tax: Wayne County and local units of government are exempt from sales tax for direct purchases. The Bidder's prices must not include sales tax.

(b) Federal Excise Tax: Wayne County may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Wayne County's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Bidder's prices must not include the Federal Excise Tax.

5.3.2 *Special Incentives*

Wayne County is interested in any other special programs and alternative recommendations that Bidders may have. Please discuss these programs, such as customer employee retail discounts, return policies, trade-in programs allowing the return of new product not needed, quantity discounts, green product offering, Michigan made products. For contracts designated to be extended to other schools, municipalities and counties it is expected that Wayne County will see an offer for administrative fees and rebates to assist in the operation of this consortium.

5.3.3 *Price Stability Guarantee*

For the first twelve months of the Agreement, the Bidder must guarantee to provide the goods and/or services at the proposed rates. Thereafter, to the extent the successful Bidder (Contractor) seeks an adjustment to compensation based on the increased market price of any commodity, any request must be supported by written evidence documenting the change in costs, including confirmation of pricing from multiple sources, and must be approved prior to any modification taking effect. The County may consider sources, such as the Consumer Price Index; Producer Price Index; other pricing indices as needed; economic and industry data; manufacturer or supplier letters noting the increase in pricing; and any other data the County deems relevant; the County retains the option to terminate the Contract if the proposed increase is deemed unacceptable in the County's sole discretion.

5.3.4 *Bid Pricing*

Bid pricing must reflect Net 45 payment terms.

5.4 BID GUARANTEE/BID BOND

A bid guarantee, in the form of a bid bond in the amount of 5% of the total price of the Bid, must be submitted with the Bid. A Bid guarantee is as a guarantee that the Bidder will enter into a contract for the work of the Bid is accepted.

Scan and upload a copy of the Bid Bond with the Bid. The original Bid Bond must be mailed to Wayne County Procurement Division, 21st Floor, 500 Griswold, Detroit, MI 48226 within 24 hours of the Bid submission.



5.5 RESPONSE TO SPECIFICATIONS/SCOPE OF WORK REQUIREMENTS FORM

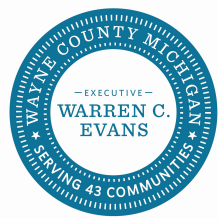
Review Section 3.0 (Specifications/Scope of Work Requirements), as outlined in the corresponding sections below, and confirm your understanding:

- Section 3.1 Objectives and Purpose
- Section 3.2 Specifications
- Section 3.3 Contract Term
- Section 3.4 Additional Specifications

-
- Section 3.4.1 Service Work Schedules
 - Section 3.4.2 Service Security of Building and Property Requirements
 - Section 3.4.3 Service Equipment Requirements
 - Section 3.4.4 Service Consumable Supplies Requirements – NOT APPLICABLE
 - Section 3.4.5 Service Inspection and Correction of Deficiencies Requirements
 - Section 3.4.6 Service Capabilities
 - Section 3.4.7 Ordering of Services – NOT APPLICABLE
 - Section 3.4.8 Customer Service
 - Section 3.4.9 Roles & Responsibilities
 - Section 3.4.10 Delivery Acceptance Criteria
 - Section 3.4.11 Service Level Agreements – NOT APPLICABLE
 - Section 3.4.12 Milestones
 - Section 3.4.13 Training – NOT APPLICABLE
 - Section 3.4.14 Success Criteria

Bidder Response to Specifications/SOW Requirements: Please confirm understanding of the requirements or state any exceptions. (Any exceptions to the requirements will be evaluated and determined whether they are in the best interest of the County.)

Initial Here:



5.6 TERMS AND CONDITIONS FORM

Please reference the attached Agreement/Contract or Terms & Conditions Document.

Confirmation of review of Terms & Conditions

| | | |
|---|-----|----|
| I have reviewed the terms and conditions. | YES | NO |
| I have thoroughly reviewed the “insurance requirements” section and can meet the requirements, if awarded the contract. | YES | NO |
| I accept <u>all</u> the terms and conditions outlined. | YES | NO |

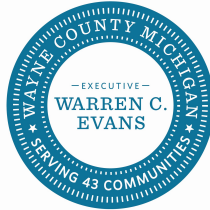
Company Representative’s Name _____

Company Name _____

Any exceptions to the Terms & Conditions and/or insurance requirements contained herein shall be noted in writing below, or attached as a redlined (MS Word) version of the document and included with the bid submittal. **If none or not applicable, indicate “None” or “Not Applicable” in each box below and provide signature.**

| | |
|--|--|
| Page Number | |
| Outline Number or Paragraph | |
| Term, Condition or Specification | |
| Exception | |
| Signature (same signature as on Bid Affidavit Signature and Acceptance form) | |

.....



5.7 DEBARMENT FORM

DEBARMENT FORM
Certification Regarding
Debarment, Suspension, and Other Responsibility Matters

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under federal nonprocurement programs by any federal department or agency;
- (2) Have not, within the three year period preceding the proposal, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- (3) Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - (a) For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local) or a procurement contract under such a public transaction;
 - (b) For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - (c) For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, under 18 U.S.C. §1001, a false statement may result in a fine of up to \$10,000 or imprisonment for up to five years, or both.

Name and Title of Authorized Representative

Name of Participant Agency or Firm

Signature of Authorized Representative

Date

I am unable to certify to the above statement. Attached is my explanation.



5.8 CONSTRUCTION BIDDER QUESTIONNAIRE

Failure to complete the following form(s) may result in your Bid being deemed non-responsive and rejected without any further evaluation.

PAST EXPERIENCE OF BIDDER:

Largest Gross Amount of Work Done in One Year \$ _____ Year _____

Largest Single Contract Completed:

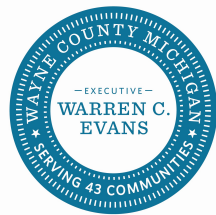
| | | | |
|---|------------------------------|-----------------|-----------------|
| Type and Location of Work: | Engineer/Architect or Owner: | Contract Price: | Date Completed: |
| Work performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Joint Venture | | With: | |

List at least three projects of similar type to this contract that have been completed:

| | | | |
|---|------------------------------|-----------------|-----------------|
| Type and Location of Work: | Engineer/Architect or Owner: | Contract Price: | Date Completed: |
| Work performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Joint Venture | | With: | |
| # of Change Orders Initiated by <input type="checkbox"/> Contractor <input type="checkbox"/> Engineer | | | |

| | | | |
|---|------------------------------|-----------------|-----------------|
| Type and Location of Work: | Engineer/Architect or Owner: | Contract Price: | Date Completed: |
| Work performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Joint Venture | | With: | |
| # of Change Orders Initiated by <input type="checkbox"/> Contractor <input type="checkbox"/> Engineer | | | |

| | | | |
|---|------------------------------|-----------------|-----------------|
| Type and Location of Work: | Engineer/Architect or Owner: | Contract Price: | Date Completed: |
| Work performed as: <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Joint Venture | | With: | |



| | | | | |
|---|--|--|--|--|
| Venture | | | | |
| # of Change Orders Initiated by | | | | |
| <input type="checkbox"/> Contractor <input type="checkbox"/> Engineer | | | | |

| | | | | |
|---|------------------------------|-----------------|-----------------|--|
| Type and Location of Work: | Engineer/Architect or Owner: | Contract Price: | Date Completed: | |
| Work performed as: | With: | | | |
| <input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Joint Venture | | | | |
| # of Change Orders Initiated by | | | | |
| <input type="checkbox"/> Contractor <input type="checkbox"/> Engineer | | | | |