



THE CHARTER COUNTY OF WAYNE, MICHIGAN
**INVITATION FOR BIDS
FOR
HAMTRAMCK ALLEY RECONSTRUCTION**

CONTROL NO. 37-22-007

IFB TIMETABLE

ACTION	DATE	TIME
IFB Issue Date	12/15/21	
Pre-Bid Conference	None – See below Note*	
Bidder's Questions Due	1/4/22	1:00 PM LOCAL TIME
Responses to Bidder's Questions**	1/10/22	
Bid Responses Due	1/24/22	1:00 PM LOCAL TIME
Virtual Bid Opening (See Pg. 2 for link)	1/24/22	1:10 PM LOCAL TIME
Notice to Award**	TBD	
Contract Start Date**	TBD	

** Estimated Dates

Procurement Contact: Sherita Calloway, Strategic Sourcing Analyst, CPPB
PHONE: 313-224-2740
EMAIL: Scalloway@waynecounty.com

***Note:** The alley area is open to the public. Interested vendors are strongly encouraged to visit the area and submit questions by the above Bidder's Questions Due date and time.

Description: The County of Wayne is requesting bids for the reconstruction of the alley located west of Joseph Campau from Poland Street to Holbrook Street in the City of Hamtramck.

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/81396684546?pwd=Tndjd0w3ejQ3Q1JvRG5UZ092TmNWQT09>

Meeting ID: 813 9668 4546

Passcode: 120714

One tap mobile

+13017158592,,81396684546# US (Washington DC)

+13126266799,,81396684546# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 646 558 8656 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 720 707 2699 US (Denver)

Meeting ID: 813 9668 4546

Find your local number: <https://waynecounty.zoom.us/u/kvf8ycJb9>

Join by SIP

81396684546@zoomcrc.com



Contents

PART 1 – INVITATION FOR BIDS (IFB)	5
SECTION 1.0 – INTRODUCTION & INSTRUCTIONS:	5
1.1 Introduction/Background	5
1.2 Objective	5
1.3 Overview of Solicitation (IFB) Document	5
1.4 Contact with Wayne County Personnel	6
1.5 Wayne County Rights & Responsibilities	6
1.6 Subcontractors	7
1.7 Disqualification of Bidders	7
1.8 Freedom of Information Act (FOIA)	8
1.9 Disclosure of Contents	8
1.10 County-Based Enterprise (and other) Advantage Programs	8
1.11 Final Agreement Award Determination	9
1.12 Conflict of Interest	10
1.13 Gratuities	10
1.14 Compliance with Laws	10
1.15 Cooperative Contract	10
1.16 Bid Guarantee	10
1.17 Performance and Payment Bonds	10
1.18 Pre-Bid Meeting and Site Visit	11
1.19 Definitions	11
SECTION 2.0 – MINIMUM QUALIFICATIONS	12
2.1 Adherence to Minimum Qualifications (Pass/Fail)	12
SECTION 3.0 – SPECIFICATIONS AND SCOPE OF WORK	13
3.1 Objectives and Purpose:	13
3.2 Specifications:	14
3.3 Contract Term:	14
3.4 Additional Specifications:	14
SECTION 4.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS	17
4.1 Wayne County Responsibility	17
4.2 Truth and Accuracy of Representations	17
4.3 Bidder Q&A	17
4.4 Preparation of the Bid	17
4.5 Bid Submission Requirements	19
4.6 Duplicate Bids	19
4.7 Withdrawal	20
4.8 Evaluation Process	20
4.9 Optional Tools to Enhance Evaluation Process	20
4.10 Wayne County Option to Reject Bids	20
PART 2 – SUPPLIER SUBMITTAL REQUIREMENTS	22
SECTION 5.0 – REQUIRED DOCUMENTATION AND FORMS	22
5.1 REFERENCES THAT DEMONSTRATE MINIMUM QUALIFICATIONS	23



5.2	BID FORM	24
5.3	PRICING SHEET AND OTHER PRICING REQUIREMENTS	26
5.4	BID GUARANTEE/BID BOND	26
5.5	RESPONSE TO SPECIFICATIONS/SCOPE OF WORK REQUIREMENTS FORM	27
5.6	TERMS AND CONDITIONS FORM.....	28
5.7	CONSTRUCTION BIDDER QUESTIONNAIRE.....	29
5.8	CONTRACTOR ESTIMATED WORK FORCE BREAKDOWN FORM	31
5.8.1	CONTRACTOR'S ADDITIONAL INFORMATION.....	32
5.9	DEBARMENT FORM.....	33

APPENDICES

Appendix A – Price Sheet

Appendix B – Construction Contract

Appendix C – Examples of Surety Forms (Performance and Payment Bonds)

Appendix D – Construction Documents (Requirements, Specifications, Plans, Drawings)

Appendix D1 – Standard Specifications

Appendix D2 – General Conditions

Appendix D3 – Special Provisions

Appendix D4 – Methods and Measurement of Payment

Appendix E – Davis Bacon Act Information

Appendix F – Davis Bacon Wage Rates Determination

Appendix G – Section 3 FAQs and Information

Appendix H – Federal Labor Standards (HUD Form 4010) Information



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 reconstruction of the alley located west of Joseph Campau from Poland Street to Holbrook Street in the City of Hamtramck.

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.

SPECIFIC BACKGROUND INFORMATION: The Charter County of Wayne (County) administers federal funds provided by the U.S. Department of Housing and Urban Development (HUD) under the Community Development Block Grant (CDBG) Program. As part of the CDBG program, the City of Hamtramck has been awarded funds for the reconstruction of the alley located west of Joseph Campau. These funds will be used to upgrade pavement and conditions.

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 reconstruction services for the alley located in the City of Hamtramck, west of Joseph Campau from Poland Street to Holbrook Street.
- 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.

If the Bidder's team is composed of a Prime Contractor with subcontractors, the subcontractors must remain exclusive to the Prime described in the bid until the end of the specific bid period and may not partner with more than one prime for the purposes of the responsive bid. The total exclusive time will be 120 days from the bid due date.

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 or 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. The Michigan Civil Rights Act;
- C. The Persons With Disabilities Act;
- D. The Age Discrimination Act;
- E. Section 504 of the Rehabilitation Act;
- F. The Slavery Era Disclosure Ordinance;
- G. The Fair Employment Practices of the Equal Contracting Opportunities Ordinances.

1.15 Cooperative Contract

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.)

1.19 Definitions

HUD: U.S. Department of Housing and Urban Development

CDBG: Community Development Block Grant



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 must be in business for a minimum of five (5) years; and
- b) The Bidder or its key personnel or Bidder's subcontractor must have a State of Michigan endorsed Construction/Contractor's License or Builder's License; and
- c) The Bidder or its subcontractor must have worked on at least three (3) 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 Bid (IFB), the Charter County of Wayne (County) hereby invites businesses who meet the qualifications and specifications set forth herein to submit bids for the reconstruction of the alley west of Joseph Campu from Poland Street to Holbrook Street in the City of Hamtramck.

It is the responsibility of each Bidder before submitting a bid to:

- A. Examine and carefully study the bidding documents, and any data and reference items identified in the bidding documents;
- B. Visit the site, conduct a thorough, alert visual examination of the site and adjacent areas, and become familiar with and satisfy itself as to the general, local, and site conditions that may affect cost, progress, and performance of the work;
- C. Become familiar with and satisfy itself as to all laws and regulations that may affect cost, progress, and performance of the work;
- D. Carefully study all: (1) reports of explorations and tests of subsurface conditions at or adjacent to the site and all drawings of physical conditions relating to existing surface or subsurface structures at the site that have been identified in the supplementary conditions, especially with respect to technical data in such reports and drawings, and (2) reports and drawings relating to hazardous environmental conditions, if any, at or adjacent to the site that have been identified in the supplementary conditions, especially with respect to technical data in such reports and drawings;
- E. Consider the information known to bidder itself; information commonly known to contractors doing business in the locality of the site; information and observations obtained from visits to the site; the bidding documents; and the site-related reports and drawings identified in the bidding documents, with respect to the effect of such information, observations, and documents on (1) the cost, progress, and performance of the work; (2) the means, methods, techniques, sequences, and procedures of construction to be employed by bidder; and (3) bidder's safety precautions and programs;
- F. Agree, based on the information and observations referred to in the preceding paragraph, that at the time of submitting its bid no further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of its bid for performance of the work at the price bid and within the times required, and in accordance with the other terms and conditions of the bidding documents;
- G. Become aware of the general nature of the work to be performed by Owner and others at the site that relates to the work as indicated in the bidding documents;



- H. Promptly give Wayne County written notice of all conflicts, errors, ambiguities, or discrepancies hat bidder discovers in the bidding documents and confirm that the written resolution thereof by engineer is acceptable to bidder;
- I. Determine that the bidding documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance and furnishing of the work; and
- J. Agree that the submission of a bid will constitute an incontrovertible representation by bidder that bidder has complied with every requirement of this IFB, that without exception the bid and all prices in the bid are premised upon performing and furnishing the work required by the bidding documents.

3.2 Specifications:

The Contractor must expediently perform the required services to achieve the objectives of the Contract resulting from this IFB, including delivery of all required goods and services. The work includes but not limited to the following: concrete pavement, traffic maintenance and control, audio/video route survey, drainage structure, and waterborne paint handicap.

See Appendices D thru D4 for specifications, requirements, plans, drawings, etc.

3.3 Contract Term:

The term of the resultant contract shall be for a period of one (1) year from the date of award. The term of this Agreement shall commence upon execution by the Wayne County Chief Executive Office and ends one year after commencement.

3.4 Additional Specifications:

3.4.1 Service Work Schedules:

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

3.4.2 Service Security of Building and Property Requirements:

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

3.4.3. Codes and Ordinances:

- A. All materials shall be in conformance with the City Standards, Uniform Building Codes, Uniform Plumbing Codes, Uniform National Plumbing Codes, and all other applicable codes



and ordinances that govern the type of work. Nothing in the Plans and Specifications shall be construed to permit work not conforming to the applicable codes and ordinances.

- B. Should any change in the Plans and Specifications be required to comply with the applicable codes and ordinances, the Contractor shall notify the Architect at the time of submitting his bid. After entering into the contract, the contractor shall be held responsible for completing all work necessary to meet these codes and ordinances without additional cost to the Owner.
- C. Should the Contractor perform any work that does not comply with all applicable codes and ordinances, he shall bear all costs arising in correcting the deficiencies.
- D. Permits and Fees: The contractor shall obtain and pay for all permits and fees required.

3.4.4 Service Equipment Requirements:

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

3.4.5 Service Consumable Supplies Requirements:

N/A

3.4.6 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.

3.4.7 Service Capabilities:

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

3.4.8 Ordering of Services:

Not Applicable

3.4.9 Customer Service:

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

3.4.10 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).



3.4.11 Delivery Acceptance Criteria:

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

3.4.12 Service Level Agreements:

N/A

3.4.13 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.

3.4.14 Training:

The Contractor shall provide training, as outlined in the Scope of Work/Specifications section of this IFB.

3.4.15 Success Criteria:

The Contractor shall provide products/perform services as required of 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 120 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)
- Licenses/Certificates [State of Michigan endorsed Construction/Contractor's License or Builder's License]
- 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.
- 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.
- Construction Bidder Questionnaire – This form is to provide information related to past construction experience and projects completed.
- Contractor Estimated Work Force Breakdown Form – This form is required to determine the anticipated number of new hires associated with contracts and subcontracts in excess of \$100,000 awarded in connection with the Section 3 covered activity.
- 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.
- 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.

HUD Related Forms - The completion of additional HUD related forms will be required of the awarded contractor and its subcontractors.

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 advantageous to the County, taking into consideration the evaluation factors, 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, 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 key personnel or Bidder’s subcontractor 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 • Licenses/Certificates [State of Michigan endorsed Construction/Contractor’s License or Builder’s License]
	5.2 Signed Bid Form
	5.3 Pricing Sheet [Appendix A]
	5.4. Bid Guarantee/Bid Bond
	<i>Scan and upload a copy of the Bid Guarantee/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.</i>
	OTHER FORMS (Download*, complete and include with your bid)
	5.5 Response to Specification/Scope of Work Requirements Form
	5.6 Terms and Conditions Form
	5.7 Construction Bidder Questionnaire
	5.8 Contractor Estimated Work Force Breakdown Form
	5.8.1 Contractor’s Additional Information
	5.9 Debarment Form
	First Tier Subcontractor Designation Form
	Ethics in Contracting Vendor Form with Business Information Questionnaire
	W-9 Form
	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. Apply on-line at: https://www.waynecounty.com/departments/corpcounsel/certification-program.aspx
	Certificate of Insurance listing current coverages

* 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 services of similar scope dating within the past 10 years. The Bidder must be in business for a minimum of five (5) years. The Bidder or its key personnel or Bidder's subcontractor must have a State of Michigan endorsed Construction/Contractor's License or Builder's License.

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:

The undersigned further agrees that if awarded the Agreement, it will submit to the County any required performance guarantee.

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 services at the proposed rates.

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 Guarantee/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 Codes and Ordinances
 - Section 3.4.4 Service Equipment Requirements
 - Section 3.4.5 Service Consumable Supplies Requirements – Not Applicable
 - Section 3.4.6 Service Inspection and Correction of Deficiencies Requirements
 - Section 3.4.7 Service Capabilities
 - Section 3.4.8 Ordering of Services – Not Applicable
 - Section 3.4.9 Customer Service
 - Section 3.4.10 Roles & Responsibilities
 - Section 3.4.11 Delivery Acceptance Criteria
 - Section 3.4.12 Service Level Agreements – Not Applicable
 - Section 3.4.13 Milestones
 - Section 3.4.14 Training
 - Section 3.4.15 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.

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

.....



5.7 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:	



# 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				



5.8.1 CONTRACTOR'S ADDITIONAL INFORMATION

This information must be provided for the prime contractor AND their participating subcontractors listed on First Tier Subcontractor Form.

Solicitation #: _____ - - (Number on Bid Announcement)

Indicate whether Prime Contractor and subcontractor(s) fall into any of these categories by completing the below. If DBE, place an "X" in box. If WBE or MBE, indicate % company owned. If not applicable indicate "N/A".

- 1) Disadvantaged Business Enterprise (DBE)
- 2) Women Owned Business Enterprise (WBE)
- 3) Minority Owned Business Enterprise (MBE)

CONTRACTOR NAME:	DBE	% WBE	% MBE

LIST SUBCONTRACTOR(S) NAME(S): Add lines if needed	DBE	% WBE	% MBE

I declare that the information contained in this form is complete and accurate to the best of my knowledge.

PRINT NAME: _____ TITLE: _____

SIGNATURE: _____ DATE: _____



5.9 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.