

October 15, 2019

**Notice of Release of Request for Proposal
Duct Work for the Clare County Jail/Sheriff's Department
Clare County Government Building**

Clare County is seeking bids on the replacement of HVAC Duct Work in the Clare County Jail/Sheriff's Department located at 255 W. Main St. in the City of Harrison, County of Clare.

The bid must include a cost estimate and a timeline necessary to complete the project.

The chosen contractor must be able to start in November 2019

Please contact Tammy Goodman at 989-539-2761 to schedule an appointment to review the project area with the building official prior to completing this bid.

Sealed Bids must be in to the Clare County Administrators Office c/o Tracy Byard no later than Monday, November 4, 2019 at 4:00 p.m. Bid opening will be at 4:15 p.m.

**Duct Work Clare County Jail/Sheriff's Department
Clare County Government Building
Invitation to Bid**

General

This Request for Proposals is being issued by Clare County.

Clare County will receive sealed bids marked clearly on the outside of the package with "**Duct Work**" at the office of the Administrator located at 225 W. Main St. Harrison, Michigan 48625 for the installation of duct work and insulation. Proposals will be accepted until 4:00 p.m. on Monday, November 4, 2019. Bids will not be accepted after the date and time stated in this document. A bid opening will be held at the above address on Monday, November 4, 2019 at 4:15 pm.

Clare County intends to select one contractor. **If other expertise is required, it is the responsibility of the winning contractor to act as the general contractor and sub contract those items. It is also the responsibility of the winning contractor to have all numbers relative to sub contract work depicted on this bid.**

Bid documents are available to all licensed and Insured Contractors. All sub contractors must have applicable license as required by the Michigan Building Code. Bid documents may be obtained at the Administrator's office of Clare County located at 225 W. Main St. Harrison, Michigan 48625 as of October 10, 2019. Bid packets are also available on line at www.clareco.net.

Bids may be withdrawn prior to the date and time specified for bid submission with a formal written notice by an authorized representative of the respondent. All responses, inquires, and correspondence relating to the Invitation to Bid and all reports, charts, displays, schedules, exhibits, or other documentation, including the Bid Packets after submission become the property of Clare County. No bid may be withdrawn for a period of thirty (30) days after submission. Bids offering less than thirty (30) days will be considered non-responsive and will be rejected.

Clare County reserves the right to reject any or all Bids and to waive any irregularities or informalities, and/or to negotiate separately the terms and conditions of all or any part of the bids as may be deemed in the best interest of the County.

In the event it is evident to a respondent that Clare County has omitted or misstated a material requirement(s) to this bid, the respondent shall advise Tracy Byard at byardt@clareco.net or 989-539-2510 (ext. 5001). Clare County will notify other bidders of the omission or misstatement.

Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period up to 6 months with the possibility of an extension.

Federal and State Requirements

It is the policy of Clare County that all vendors who provide goods and services to the County by contract, shall, as a condition of providing goods and services, adhere to all Federal, State and local laws, ordinances, rules and regulations, and policies, if applicable, prohibiting discrimination in regard to persons to be served and employees and applicants for employment including, but not limited to, the following:

1. The Elliott Larson Civil Rights Act, 1976 PA 453, as amended.
2. The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
3. Section 504 of the Federal Rehabilitation Act of 1973, PL 93-112, 87 Stat. 255 as amended, and rules adopted thereunder.
4. The Americans With Disabilities Act of 1990, PL 101-336, 104 Stat. 327 (42 through 12101 et seq.), as amended, and regulations promulgated thereunder.
5. Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 1124 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR Chapter 60). (Applicable to all construction contracts awarded in excess of \$10,000 by respondent or its subcontractors.)

Furthermore, the vendor who is selected under this contract, as a condition of providing goods and services, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sexual orientation, gender identity, national origin, disability, height, weight, marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification).

Any violation of Federal, State or local equal opportunity statutes, ordinances, rules/regulations, or policies during the course of time which the vendor is providing goods and services to Clare County shall be regarded as a material breach of any contract between Clare County and Vendor, and Clare County may terminate such contract effective as of the date of delivery of written notification to the Vendor.

In addition, other Federal, State and local laws, ordinances, rules and regulations, and policies, may apply to these projects. These include, but are not limited to, the following:

1. The Housing and Economic Recovery Act of 2008 (HERA), also known as Public Law 110-289.
2. The Copeland "Anti-Kickback" act (18 U.S. C. 874) as supplemented by Department of Labor regulations (29 CFR part 3). (Applicable to all contracts and subcontracts.)
3. The Davis-Bacon Act (40 U.S. C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Applicable to construction contracts in excess of \$2,000 for CDBG rehab projects of 8 units or more and HOME projects of 12 units or more.)
4. Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C 327A 330) as supplemented by Department of Labor regulations (20 CFR part 5). (Applicable to construction contracts awarded by Respondent and/or its subcontractors in excess of \$2,000, and for other contracts in excess of \$2,500 which involve the employment of mechanics or laborers.)
5. Respondent agrees to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S. C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368 Executive Order 11738, and Environmental Protection Agency Regulations (40 CFR part 15). (Applicable to contracts, subcontracts, and sub-grants in amounts in excess of \$100,000).
6. Compliance with Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 135. Section 3 requires that to the greatest extent feasible, opportunities for training and employment will be given to low- and very low-income residents of the project area, and that contracts for work in connection with the project be awarded to concerns that provide economic opportunities for low- and very low-income persons residing in the metropolitan area in which the project is located.
7. The Contractor and its subcontractors shall comply with the Michigan Occupational Safety and Health Act, 1974 PA 154, as amended, (hereinafter referred to as "OSHA") and regulations promulgated pursuant thereto. If during the process of the Project, it is discovered that the Contractor has failed to comply with OSHA, its regulations, or other applicable Federal, State or local laws, ordinances and regulations, the Contractor and its subcontractors shall take such steps as necessary to comply, at no additional cost to the County.

Bidder agrees to comply with Clare County code requirements and regulations pertaining to reporting, including but not limited to providing demographic data and evidence of compliance with county and federal procurement rules, as applicable to this contract.

Bidder agrees that if this contract results in any patentable inventions, Clare County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Bidder agrees that if this contract results in any copyrightable material, Clare County reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for governmental purposes, as applicable to this contract.

Bidder agrees to comply with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94A 163, 89 Stat. 871), as applicable to this contract.

Access and Retention of Records

Respondent agrees to provide access by Clare County, any related contracts pertinent to this project for any audit purposes.

Respondent also agrees to retain all required records for three (3) years after completion of the work, receipt of final payments and all other pending matters are closed.

Local Vendor Policy

Preference will be given to a vendor who operates a business within the legally defined boundaries of Clare County as outlined in the Procurement Policies and Procedures Policy available at the Clare County Administrators Office. To be considered for preference as operating a business within the legally defined boundaries of Clare County, the vendor must supply a verifiable physical business address (not a P.O. Box) within Clare County at which the business is conducted.

Choice of Law/Venue

This contract shall be construed according to the laws of the State of Michigan. Clare County and respondent agree that the venue for the bringing of any legal or equitable action under this bid shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. Any action brought under this contract shall originate in the 80th District Court of the State of Michigan. In the event that any action is brought under this contract seeking damages in excess of \$25,000, the venue for such action shall be the 55th Judicial Circuit Court of the State of Michigan.

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

Collusion

The Respondent certifies that this bid has not been made or prepared in collusion with any other bidder and the prices, terms or conditions thereof have not been communicated by or on behalf of the respondent to any other bidder and will not be so communicated to any other bidder prior to the official opening of this bid. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to making false statements.

Hold Harmless

The respondent who is selected shall, at its own expense protect, defend, indemnify, save and hold harmless the County of Clare, its elected and appointed officers, employees, servants and agents, from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that the County of Clare, its elected and

appointed officers, employees, servants and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

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

The respondent shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and with insurance carriers acceptable to Clare County that have a minimum A.M. Best Company's Insurance Report of A or A- (Excellent).

1. Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with applicable statutes of the State of Michigan and with limits of liability not less than \$1,000,000.00 per occurrence and/or aggregate combined single limit.
2. Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following:
 - a. Contractual Liability
 - b. Products and Completed Operations
 - c. Independent Contractors Coverage
 - d. Broad Form General Liability endorsement or equivalent
1. Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits to liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
2. Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
3. Additional Insured - Commercial General Liability Insurance, as described above shall include an endorsement stating the following shall be "Additional Insured": Clare County, all its elected and appointed officials, all its employees, including the Clare County Community Development Department agents and its volunteers, all its Board, Commissions and/or authorities and Board members including employees, agents and volunteers thereof.
4. Cancellation Notice - All insurance described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Clare County 225 W. Main St. Harrison, MI 48625.
5. Proof of Insurance - The respondent shall provide to Clare County at the time the contracts are returned by it for execution, two (2) Copies of the certificate of insurance for each of the policies mentioned above. If so requested, certified copies of all policies will be furnished.
6. Maintenance of Policies – Any and all required insurance policies described above shall be maintained until all work required under the contract has been completed to the County's satisfaction. It is the Vendor's responsibility to provide evidence of the renewal of any insurance policy.
7. Withholding Payments – Clare County may withhold payments to the Vendor if the Vendor has not delivered policies of insurance and endorsement, or evidence of their renewal, as required.

The successful bidder will be required to submit an IRS Form W-9 prior to any work being started.

Bid Form
SUBMITTED TO: Clare County Administrator
225 W. Main St.
Harrison, Michigan 48625

FOR Invitation to Bid on Duct Work

DATE: _____
NAME OF BIDDER: _____
ADDRESS: _____
TELEPHONE: _____
E-MAIL ADDRESS: _____

TO: Clare County

The Bidder, in compliance with your invitation for bids, having examined the scope of work with the Clare County Building Official, and being familiar with all conditions surrounding the duct work and insulation, including availability of materials and labor, hereby propose to furnish all labor, materials, tools, equipment, machinery, equipment rental, transportation, supervision, perform all work and provide all services in accordance with the contract documents at the prices stated below.

TOTAL BID: _____

Time Frame for Completion _____

Upon notice of acceptance of this bid, bidder will execute Contract Agreement and deliver properly executed insurance certificates, copies of licenses and applicable registrations to Clare County within ten (10) days.

Option #1 _____

Option #2 _____