

ROAD DEPARTMENT FOR IONIA COUNTY

170 E. Riverside Drive • Ionia, Michigan 48846 • Phone (616) 527-1700 • Fax (616) 527-8848

Linda Pigue
Managing Director

INVITATION TO BID

Sealed bids will be received until **10:30 A.M. on Friday, December 20, 2024** at which time they will be publicly opened and read in the offices of the *Ionia County Road Department of the County of Ionia, State of Michigan*, located at 170 E. Riverside Drive, Ionia, MI 48846.

Contract # 25-32 Trailer-Mounted Attenuator & Message Board Rental

The contractor shall certify that all materials and equipment meet current Michigan Department of Transportation specifications. All bids will meet or exceed the specifications established by The County of Ionia, its Road Department and/or the Michigan Department of Transportation.

Additional information that will serve as the basis for bids can be found at www.ioniacountyroads.org on the "Doing Business" section, or at www.ioniacounty.org on the "Request for Proposals" section. Bids shall be mailed or delivered. **All bids must be submitted individually in sealed envelopes. Each document should distinctly specify the contract details for which their bid proposal is being submitted, along with the bidder's name and address.** Bids sent via fax or email will NOT be accepted.

The public Bid Opening is scheduled to occur at the Ionia County Road Department offices, situated at 170 E. Riverside Drive, Ionia, MI 48846, within the County of Ionia, State of Michigan. This event will commence at **10:30 A.M. on Friday, December 20, 2024**. Please be advised that late submissions will not be considered. All sealed bids should be directed to:

Ionia County Road Department
Attn: Cody Waite, Internal Coordinator
170 E. Riverside Drive
Ionia, Michigan 48846

The Michigan Department of Transportation, The County of Ionia, its board members, and its Road Department reserve the right to reject any and all proposals or to waive irregularities therein, and to accept any proposals that they deem most beneficial and advantageous. In instances of error in the extension of prices in the bid or arithmetical error, the unit prices will govern. Upon the opening of bids, they will become the property of the County of Ionia and may be disclosed in accordance with the Freedom of Information Act. The expenses incurred in responding to this Bid Request will be the exclusive responsibility of the bidding firm.



INSTRUCTIONS TO BIDDERS

Sealed bids will be publicly opened at the offices of the Ionia County Road Department of the County of Ionia, State of Michigan, located at 170 E. Riverside Drive, Ionia, MI 48846.

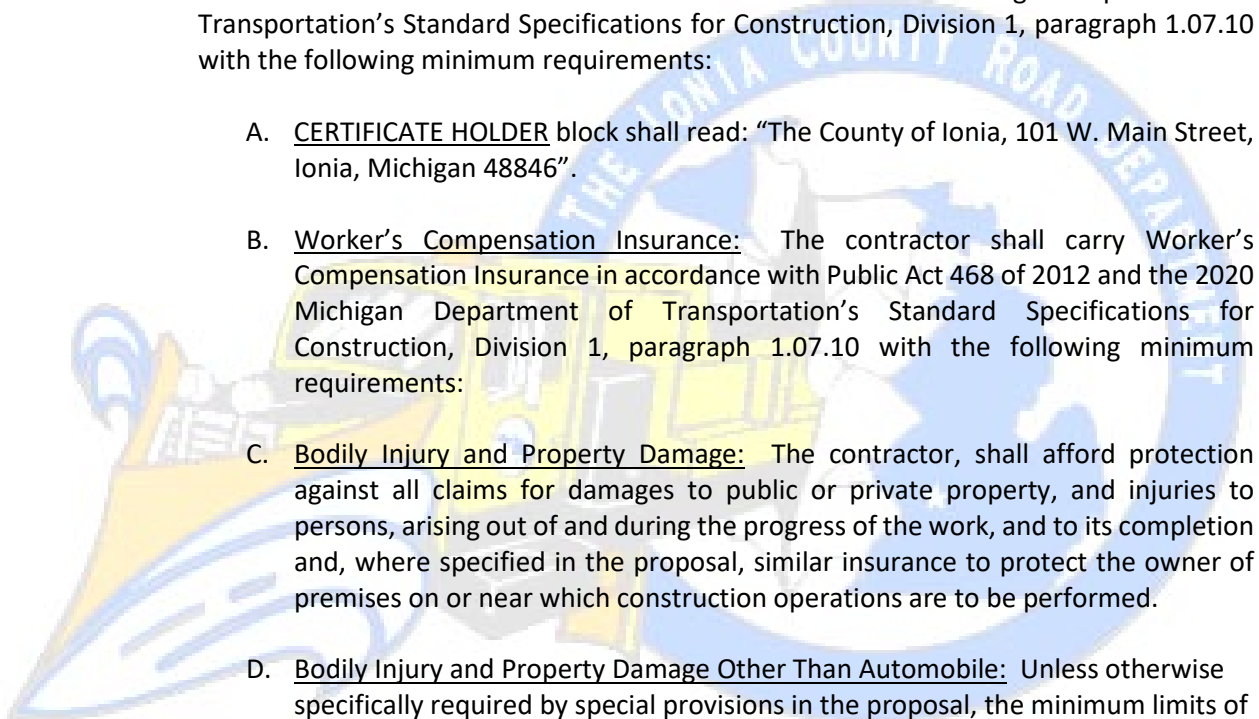
Refer to the INVITATION TO BID for the exact timing and for the identification of the bids as related to furnishing materials, services, equipment, work and/or supplies with the terms, conditions, specifications, drawings, plans and special provisions as stated herein and hereto attached.

1. Bids must be submitted on the bid form when provided. The bid shall be legibly prepared in ink or typed. The bidder must initial any erasures or alterations.
2. Specifications and plans should not be returned unless otherwise stated herein.
3. Bids shall be mailed or delivered. **All bids must be submitted individually in sealed envelopes. Each document should distinctly specify the contract details for which their bid proposal is being submitted, along with the bidder's name and address.** Bids sent via fax or email will NOT be accepted.
4. Bids will be accepted at the Ionia County Road Department office, on behalf of The County of Ionia, at any time during normal business hours. **Bids will not be accepted after the time designated for the opening of the bids.** The bidder shall assume full responsibility for delivery of bids prior to the appointed hour and shall assume the risk of late delivery or non-delivery regardless of the manner used for the transmission thereof.
5. It is Understood that The Michigan Department of Transportation, The County of Ionia and it's are governmental units and as such, are exempt from the payment of all State and Federal taxes, except as allowed by the regulatory agencies to be included in the cost of materials and services.
6. The bidder, as evidenced by the execution of the bid form, thereby declares that the bid is made without collusion with any other person, firm, or corporation and agrees to furnish all bid items in strict adherence with all Federal regulatory measures.
7. The Michigan Department of Transportation, The County of Ionia, its board members, and its Road Department reserve the right to reject any and all proposals or to waive irregularities therein, and to accept any proposals that they deem most beneficial and advantageous. In instances of error in the extension of prices in the bid or arithmetical error, the unit prices will govern.
8. Insurance Requirements: Upon request or notification of award, and prior to execution of the contract, the contractor shall have fourteen (14) days to submit a completed copy of their Certificate of Liability Insurance declaring the County of Ionia and the Michigan Department of Transportation as additional insured, not certificate holder, Contractor shall maintain current up-to-date insurance coverage during the term of the contract, failure to do so shall result in termination of said contract.

9. Indemnification: To the fullest extent permitted by law, the contractor shall save harmless and indemnify The Michigan Department of Transportation, the County of Ionia, its board members, its Road Department, all officers, agents, and employees, against all claims, damages, losses and expenses including, but not limited to, attorneys' fees arising out of or resulting from the performance of this Contract including claims, damages, losses and expenses attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property, but only to the extent caused by the fault, negligent acts, or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage loss or expense is caused in part by the parties indemnified hereunder. This obligation does not include an obligation to indemnify the parties, indemnified hereunder for their sole negligence and shall not be construed to negate or modify other rights or obligations of indemnity that otherwise exist as to the parties or persons described herein, arising out of and during the progress and to the completion of work all in accordance with Public Act 468 of 2012 and the 2020 Michigan Department of Transportation's Standard Specifications for Construction, Division 1, paragraph 1.07.10 with the following minimum requirements:

- A. CERTIFICATE HOLDER block shall read: "The County of Ionia, 101 W. Main Street, Ionia, Michigan 48846".
- B. Worker's Compensation Insurance: The contractor shall carry Worker's Compensation Insurance in accordance with Public Act 468 of 2012 and the 2020 Michigan Department of Transportation's Standard Specifications for Construction, Division 1, paragraph 1.07.10 with the following minimum requirements:
- C. Bodily Injury and Property Damage: The contractor, shall afford protection against all claims for damages to public or private property, and injuries to persons, arising out of and during the progress of the work, and to its completion and, where specified in the proposal, similar insurance to protect the owner of premises on or near which construction operations are to be performed.
- D. Bodily Injury and Property Damage Other Than Automobile: Unless otherwise specifically required by special provisions in the proposal, the minimum limits of property damage and bodily injury liability covering each contract will be:
- E. Bodily Injury and Property Damage Liability:

| | |
|------------------------|-------------|
| Each Occurrence: | \$1,000,000 |
| Aggregate | \$2,000,000 |



F. The insurance will include, but not be limited to coverage for:

- i. Underground damage to facilities due to drilling and excavating with mechanical equipment, and collapse or structural injury to structures due to blasting or explosion, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition.
- ii. Bodily Injury Liability and Property Damage Liability Automobile. Unless otherwise specifically required by special provision, the minimum limits of bodily injury liability and property damage liability shall be:

G. Bodily Injury Liability:

Each Person: \$500,000
Each Occurrence: \$1,000,000

Property Damage Liability:

Each Occurrence: \$1,000,000

Combined Single Limit for Bodily Injury and property Damage Liability:

Each Occurrence; \$2,000,000

H. Comprehensive General Liability Insurance: Naming The Michigan Department of Transportation, the County of Ionia, its board members, its road department, all officers, agents, and employees, is required. This policy shall also include coverage for product liability and completed operations, and bodily or property damage due to perils of explosion, collapse and underground hazards (X, C, U). The completed certificate shall provide the name of the insurance company and its address, phone number, and fax number, in addition to the policy numbers, policy periods, policy descriptions, and signature of the insurance agent.

I. Owner's Protective Public Liability Insurance: In the alternative to the previous section, the contractor shall provide for and on behalf of The Michigan Department of Transportation, the County of Ionia, its board members, its road department, all officers, agents, and employees and any agencies specifically named, and their employees, a policy for Owner's Protective Public Liability Insurance. Such insurance shall provide coverage and limits the same as the Contractor's Public Liability Insurance.

10. Cancellation of Contract Provisions: The Michigan Department of Transportation, the County of Ionia, its board members, and its Road Department shall have the right to cancel the contract for non-performance, should an inspection by the designated representative reveal that the contractor's work results in any non-acceptable maintenance condition of one or all specified areas. The designated representative at the time of the first circumstance shall call for a meeting with the contractor and issue a written warning of possible contract termination should the condition continue. If the condition should repeat for a second time, written notice of termination shall be sent.

11. Presumption upon Receipt of Bid: Submission of bid will be construed as a conclusive presumption that the contractor is thoroughly familiar with the bid requirements and specifications and that he/she understands and agrees to abide by each, and all stipulations and requirements contained therein.

12. The County of Ionia in accordance with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 USC 2000d to 2000d-4 and Title 49, Code of Federal Regulations, Department of Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of gender, disability, race, color, or national origin in consideration for an award." During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:
 - 1) **Compliance with Regulations:** The contractor shall comply with the regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation, Title 49, code of Federal Regulations, Part 21 as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
 - 2) **Non-discrimination:** The contractor, regarding the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulation, including employment. practices when the contractor covers a program set forth in Appendix B of the Regulations.
 - 3) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, or national origin.
 - 4) **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information and its facilities as may be determined by the County of Ionia to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the Michigan Department of Transportation, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5) **Sanctions for Non-compliance:** In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, the County of Ionia shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

- A. Withholding of payments to the contractor under the contract until the contractor complies and/or
- B. Cancellation, termination, or suspension of the contract, in whole or in part

6) **Incorporation of Provisions:** The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the Ionia County Road Department may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Ionia County Road Department to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the Michigan Department of Transportation to enter into such litigation to protect the interests of the State and/or the United States to enter into such litigation to protect the interests of the United States.

13. **Contractor and Contractor's Subcontractor:** Neither the Contractor nor his/her subcontractors shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his/her hire, tenure, terms, conditions or privileges of employment because of his/her race, color, religion, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this contract.



Contract #25-32
Trailer-Mounted Attenuator & Message Board Rental

General Specifications

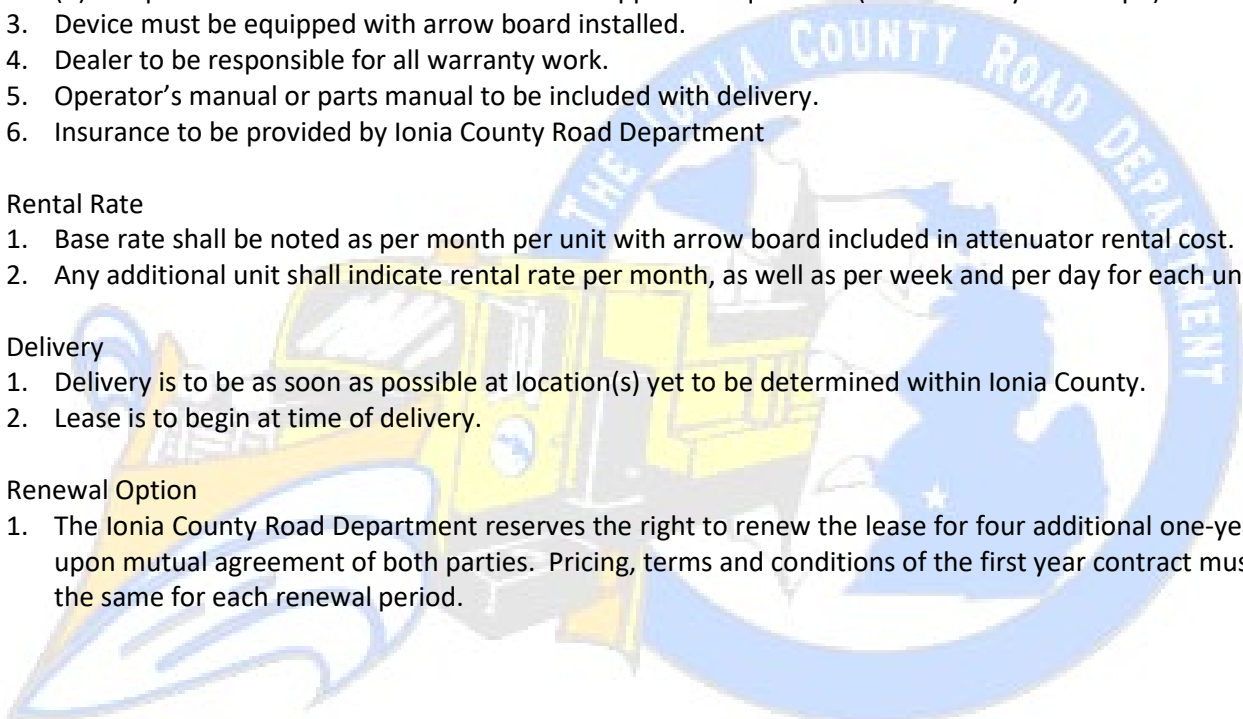
Scope: It is the intent of the Ionia County Road Department to rent **Two** traffic control devices (trailer-mounted attenuators) Additionally: **Two** trailer mounted Message Boards per month as needed for a period of twelve months. Discretionary rental of additional unit by day, week or month may occur, if needed.

- A. Device(s) to be rented
 1. (2) Trailer Mounted Message Boards
 2. (2) Scorpion II TL-3 Towable Traffic Devices or approved equivalent (crash-worthy to 70 mph).
 3. Device must be equipped with arrow board installed.
 4. Dealer to be responsible for all warranty work.
 5. Operator's manual or parts manual to be included with delivery.
 6. Insurance to be provided by Ionia County Road Department

- B. Rental Rate
 1. Base rate shall be noted as per month per unit with arrow board included in attenuator rental cost.
 2. Any additional unit shall indicate rental rate per month, as well as per week and per day for each unit.

- C. Delivery
 1. Delivery is to be as soon as possible at location(s) yet to be determined within Ionia County.
 2. Lease is to begin at time of delivery.

- D. Renewal Option
 1. The Ionia County Road Department reserves the right to renew the lease for four additional one-year terms, upon mutual agreement of both parties. Pricing, terms and conditions of the first year contract must remain the same for each renewal period.





Bid Form

Contract #25-32

Trailer-Mounted Attenuator & Message Board Rental

Message Board Rate: _____
Per month-each unit \$ _____ Two-unit Total \$ _____

Additional Rental Rate: _____
Per month-each unit \$ _____ Per week-each unit \$ _____ Per day-each unit \$ _____

Attenuator Rate: _____
Per month-each unit \$ _____ Two-unit Total \$ _____

Additional Rental Rate: _____
Per month-each unit \$ _____ Per week-each unit \$ _____ Per day-each unit \$ _____

Authorized Signature

Date

Print Name/Title

Phone Number

Company Name

Fax Number

Address

Email Address

City, State, ZIP

Cell Phone Number

