



# REQUEST FOR PROPOSAL

RFP [042012](#)

Pinconning Park Improvements  
Helical Piers for Elevated Boardwalk

Bay County Recreation and Administrative Services  
Buildings & Grounds Division

THOMAS HICKNER  
BAY COUNTY EXECUTIVE

**REQUEST FOR PROPOSAL- THIS IS NOT AN ORDER OR OFFER**

**IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO ENSURE THAT YOUR  
NAME MAY BE RETAINED ON OUT BIDDERS LIST**

---

DATE OF REQUEST	<b>MARCH 16, 2012</b>
REFERENCE PROPOSAL NUMBER	<b>RFP 042012</b>
PROPOSED DATE/TIME REQUIRED	<b>MARCH 30, 2012 10:00 A.M.</b>
SUBMIT PROPOSAL TO	<b>BAY COUNTY RECREATION &amp; ADMINISTRATIVE SERVICES DEPT. ATTN: FRANCES HORGAN BAY COUNTY BUILDING 8<sup>TH</sup> FLOOR 515 CENTER AVENUE BAY CITY, MI 48708-5128</b>
MARK PROPOSAL	<b>“PINCONNING PARK IMPROVEMENTS HELICAL PIERS DELIVER TO THE PURCHASING OFFICE IMMEDIATELY”</b>

---

The Buildings & Grounds Division of the Bay County Recreation and Administrative Services Department has received a grant from the Michigan Natural Resources Trust Fund; this grant will allow Bay County to seek sealed proposals for the following improvement to Pinconning Park located at 3041 East Pinconning Rd, Pinconning, MI 48650:

**HELICAL PIERS TO BE USE IN AN ELEVATED BOARDWALK**

This bid is for materials only. All labor will be performed by the Bay County Buildings & Grounds Division. This bid is for Helical Piers; there is a bid released for the lumber portion of this project. For firms wishing to bid the entire project (lumber and piers) please see RFP 052012 Pinconning Park Lumber for the quantities and specifications.

## Specifications

### Boardwalk:

The following is to be bid as one section:

- Helical Piers 7' sections w/12" helices, 1-1/2" steel shaft round or square (QTY 270)
- Pier U-shaped Brackets w/sleeve (Qty 270)
- Bolts – ½" dia. Hex Head x 4-1/2" (2 per u-shaped bracket) w/nut & lockwasher (Qty 540)

### Alternative:

- Extension sections per piece

### Requirements of Bidder:

1. All Bids must be good for one-hundred and twenty (120) days after the previous stated bid opening date. Pricing shall include delivery to the Bay County Fairgrounds, 800 Livingston Ave., Bay City, MI 48708.
2. The bidder shall submit their pricing requirement only on the provided pricing sheet. **(See Attachment A)**
3. Each bidder is required to accompany their formal bid with a written sworn statement affirming they have not been a party to a collusive agreement. **(See Attachment B)**

### GENERAL INFORMATION:

1. **ADDENDA:** All additions, corrections or changes to the solicitation documents will be made by addenda only. Bidders shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by addenda. All addenda issued shall become part of the Agreement documents. Addenda will be sent to all known potential bidders by e-mail.
2. **CONTACT INFORMATION:** To receive these communications, possible bidders are asked to immediately send contact information by email to Frances Horgan, Bay County Purchasing Agent, at [horganf@baycounty.net](mailto:horganf@baycounty.net); failure to do so may limit your ability to submit a complete, competitive proposal.
3. **TAX-EXEMPT STATUS:** Bay County is a tax exempt entity. A tax exempt form will be provided to the successful bidder.
4. **RESPONSIBILITY:** Bidders are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

The Bay County Purchasing Agent shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of bid shall be made to the Bay County Purchasing Agent, Bay County Building, 8<sup>TH</sup> Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this Request.

5. INSURANCE: The Supplier shall purchase and maintain such insurance as will protect him from claims set forth below which may arise out of or result from the Supplier's service, whether such service be by himself or by any subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
- a. Worker's compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee.
  - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each accident.
  - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits 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.
  - d. General liability insurance for claims for damages because of bodily injury or death of any person, other than the Supplier's employees, or damage to tangible property of others, including loss of use resulting by other specific liability insurance and are ordinarily insurable under general liability insurance, subject to bodily injury limits of not less than \$1,000,000 each occurrence and mandatory \$1,000,000 annual aggregate and property damage limits of not less than \$1,000,000 each occurrence; or combined bodily injury/property damage limits of not less than \$1,000,000 each occurrence, and \$1,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the delivered goods, and shall be written for not less than any limits of liability specified above. The Supplier has the responsibility of having any subcontractor comply with these insurance requirements. Certificates of insurance, acceptable to the County, shall be filed with the County prior to commencement of the project. These certificates shall contain a provision that coverages afforded under the policies will not be modified or canceled without 30 days prior written notice to the County.

The following wording shall appear on the certificates of insurance:

***"It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction, and/or material change in coverage will be mailed to Bay County."***

Commercial general liability as described above shall include an endorsement stating the following shall be ADDITIONAL INSUREDS:

***"It is understood and agreed that the following shall be additional insureds: The County of Bay including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees, and volunteers"***

This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether said other available coverage be primary, contributing, or excess.

SUB-CONTRACTORS: If the Supplier should subcontract any part of the project to a third party, Supplier shall ensure that such third party shall carry similar insurance before commencing work. Upon County or owner's request, Supplier shall promptly furnish evidence of insurance for any such third party doing work for or under Supplier.

All coverages shall be with insurance carriers licensed and admitted to do business in Michigan.

6. Proposals must be returned no later than **March 30, 2012 @ 10:00 A.M.** in a sealed envelope clearly marked "**Pinconning Park Improvements Helical Piers**"--- **Deliver to the Purchasing Office immediately.** The same should be mailed or hand delivered to the Bay County Purchasing Office, Bay County Building, 8<sup>th</sup> Floor, Bay City, Michigan 48708. The County will not accept proposals sent by FAX machine or E-mail.
7. In the performance of the bid, bidder agrees not to discriminate against any employee or applicant for employment, with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, ancestry, age, sex, height, weight, marital status, physical or mental disability. Bidder further agrees that every contract or subcontract entered into for the performance of this bid will contain a provision requiring non-discrimination in employment, as here specific, binding upon each Supplier or sub-Supplier. This covenant is required pursuant to the Elliot-Larsen Civil Rights Act (MCL 37.1201 et seq.) or the Michigan Persons with Disabilities Civil Rights Act (MCL 37.1101 et seq.) And any breach of this provision may be regarded as a material breach of the contract or subcontract.

There will be a public bid opening immediately following the deadline to receive proposals in the Bay County Personnel Department conference room located in the Bay County Building, Ground floor, 515 Center Avenue, Bay City, Michigan. All bidders are invited to attend and hear the proposals read.

In the event the bid is awarded directly by the Assistant County Executive, a Notice of Intent to Award will be used to notify all bidders of his intent to award the bid to the vendor providing the best value to the County. If a bidder disagrees with this intent, the bidder may obtain from the Purchasing Office, a bid protest form, which must be completed and returned to Frances Horgan, Bay County Purchasing Agent, Bay County Recreation and Administrative Service, 8<sup>th</sup> Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, (989) 895-4037 within ten (10) working days from the date of the notice of intent to award.

The County reserves the right to accept or reject any or all bids, to waive any irregularities and to make the final determination as to the best low qualified bid.

The County's award of any bid will be finalized when the selected bidder receives a Purchase Order from the County. The bidder may not begin any part of this project until the Purchase Order is received. If work begins prior to receipt of the Purchase Order the County will not be responsible for any costs incurred.

**ADA Assistance:** The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Michael Gray, Assistant County Executive for Administrative Services  
Office of the Bay County Executive  
Bay County Building,  
515 Center Ave  
4<sup>th</sup> Floor, Suite 401  
Bay City, MI 48708-5128  
(989) 895-4130  
(989) 895-4049 TDD

Frances Horgan, Purchasing Agent  
Bay County Recreation and Administrative Services Department  
Bay County Building  
515 Center Ave  
8<sup>th</sup> Floor  
Bay City, MI 48708-5128  
(989) 895-4037  
[Email: horganf@baycounty.net](mailto:horganf@baycounty.net)

**This proposal process will be conducted in conformity with the Bay County Purchasing Policy.**

## PRICING AND EQUIPMENT

## BOARDWALK SECTION 1 HELICAL PIERS:

ITEM	QUANTITY	PRICE PER EACH	TOTAL ITEM COST
Helical Piers 7' sections w/12" helices (extensions will vary depending on soils)	270	\$	\$
Pier U-shaped brackets w/sleeve (extensions will vary depending on soils)	270	\$	\$
Bolts ½" dia. Hex head x 4-1/2" (2 per u-shaped bracket) w/nut and lockwasher	540	\$	\$
Extension section	Per foot		\$
<b>SECTION 1 TOTAL COST</b>			<b>\$</b>

## ALTERNATIVE:

ITEM	QUANTITY	PRICE PER EACH	TOTAL ITEM COST
Extension section	Per foot		\$

**\*\*PRICING IS TO INCLUDE DELIVERY TO THE BAY COUNTY FAIRGROUNDS\*\***

**CERTIFICATION**

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the bidder, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was solely developed and prepared without any collusion with any competing bidder or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

Company Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_