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REQUEST FOR PROPOSALS

FOR

PERMIT AND ENGINEERING SERVICES AT
CASCADES SPARKS FOUNDATION COUNTY PARK

IN

JACKSON COUNTY, MICHIGAN

BIDS DUE:

Friday, November 14 at 10:00 AM EST

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Bid Summary

RFP Number: 184

Commodity/Service Being Requested

The Jackson County Department of Transportation (JC DOT) is accepting proposals from qualified firms for one or more contracts to support activities associated with the design and permitting of selective dredging at the Cascades Lagoons and Cascades Golf Course stream. The scope may include preserving existing wetlands, developing a suitable containment site for dredged spoils, and providing assistance with construction or field work, as needed.

Type of Solicitation

Request for Proposals (RFP) - It is the intention of Jackson County to competitively award to a qualified company that has demonstrated their ability for comparable work.

Bid Contact

The Jackson County Department of Transportation representative for this RFP is:

Name: Charlie Briner
Title: Director of Engineering/Deputy Managing Director
Email: cbriner@mijackson.org
Phone: 517-768-6223

Calendar of Events

Calendar of Events – Timetable	
Bid Release:	Friday, October 24th
Due Date for Receipt of Questions:	Friday, November 5th
Questions and Answers Posted:	Monday, November 10th
Bids Due by (10:00 a.m./ EST) *:	Friday, November 14th

***Any response received later than the specified deadline will be disqualified.**

This Request for Proposals is being made by the Jackson County Department of Transportation. All references contained herein to “county” shall be construed to mean Jackson County. This Request, together with all pages, documents, and attachments contained herein or subsequently added or made a part here of, submitted as a fully and properly executed bid, shall constitute a contract with Jackson County, subject to the limitations set forth herein and any specific quantities that Jackson County may commit to herein and the successful and most responsible bidder, as determined by Jackson County.

RFP Access

Jackson County officially posts bid documents online at <https://www.mijackson.org/Bids.aspx> and BidNet via the Michigan Inter-governmental Trade Network (MITN) <https://www.bidnetdirect.com/mitn> sites. It will be the bidder’s responsibility to monitor for any addendums or amendments to this solicitation.

Communications and Contacts with Jackson County Personnel:

All contact with Jackson County regarding this RFP or any matter relating thereto must be sent in writing via e-mail to the above referenced representative for this RFP. This is to ensure fair consideration for all interested vendors. The County prohibits communications to or with any other employee during the submission and evaluation period.

Section 1.0 – Specifications and Scope of Work**Project Location**

The Jackson County Department of Transportation (JC DOT) is accepting proposals from qualified firms for one or more contracts to support activities associated with the design and permitting of selective dredging and promoting the areas natural features, at the Cascades Lagoons and Cascades Golf Course stream. The scope may include preserving existing wetlands, developing a suitable containment site for dredged spoils, and providing assistance with construction or field work, as needed.

- The Cascades Lagoons at Sparks Foundation County Park, located at the southeast of S Brown Street and Randolph Street in Jackson County. This area is approximately 16.9 acres.

Refer to the attached Site Map for details.

Purpose

This Request for Proposals provides the prospective professional service contractor (Professional) with information to enable preparation of a professional services proposal for Cascades Lagoons in Jackson, Michigan. Jackson County's priority is to maximize the grant funding available during both design and construction. The Consultant shall develop recommendations to advance the proposed improvements and ensure the most effective use of limited available funding. The service to be completed should encompass as a minimum the following phase(s) from the Department of Technology, Management and Budget's (DTMB's) Sample Standard Contract for Professional Services:

Phase

- 100 Study
- 200 Program Analysis
- 300 Schematic Design
- 400 Preliminary Design
- 500 Final Design
- 600 Construction Administration – Office Services
- 700 Construction Administration – Field Inspection Services

The minimum professional qualifications to complete the scope of work for this project are demonstrated experience in the successful planning and execution of similar projects in full accordance with all applicable Local, State, and Federal regulations.

Overview

This Request for Proposal (“RFP”) is being issued by Jackson County to solicit proposals from Engineering Firms to prepare a joint Michigan Department of Environment, Great Lakes and Energy/U.S. Army Corp of Engineers Permit for the dredging of the Cascades Lagoons in Jackson County. Additionally, Jackson County is seeking engineering services to provide estimates, design plans, testing, and to supervise the dredging of the Cascades Lagoons and Cascades Golf Course Stream pursuant to the design and specification of the permit indicated above.

Engineering Firms with demonstrated experience in developing dredging permits and managing dredging projects are invited to respond to this RFP. “Respondents” means the companies or individuals that submit proposals in response to this RFP. It is understood that the selected Respondent acting as an individual, partnership, corporation or other legal entity, is State licensed and capable of providing the specified services. The Respondent shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-consultants of any tier shall be competent to perform the services required under this RFP document.

Nothing in this RFP shall be construed to create any legal obligation on the part of Jackson County or any respondents. Jackson County reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall Jackson County be liable to respondents for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No respondent shall be entitled to repayment from Jackson County for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of Jackson County. Respondents may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

Term of Contract

Any contract awarded pursuant to this RFP solicitation shall be for a contract period up to 12 months, with the possibility of an extension.

Background

The Cascades Lagoons and Cascades Golf Course Stream permitting efforts for dredging the lagoons occurred in 2006, 2008, 2009 and 2010. However, anticipating dredging the lagoons has been documented since 1979. In 1979 Dunigan Brothers Inc. provided a cost estimate for the lagoons and stream channel between \$300,000 and \$400,000. In 1998, the Jackson County Parks Department reached out the United States Army Corps of Engineers for planning, designing and conducting the dredging project under Section 206 Authority, which would require a focus on revitalizing aquatic ecosystems for fish and wildlife. The goal of aesthetic improvements do not fall under the description of Section 206. General Excavating provide a quoting estimating the cost of dredging at \$993,250.00.

In 2002, the Parks Department contacted Restoration Dredging about completing the work. In 2004, Restoration Dredging estimated the total cost of dredging the water system between \$1.3 million and \$2.2 million. They stated that the estimates are dependent on the volume of sediment to be removed and the options available for disposal. In 2006, Ripstra and Scheppelman estimated that \$2,271,410.00 would be required for “drain improvements”. In 2008, \$2.6 million was requested under the Transportation, Housing and Urban Development, and Related Agencies Act,

and \$2.4 million 2010 as part of the 3-phase, \$40 million Cascades PRIDE campaign. Requests were also made in 2007 and 2008 for \$2.1 million from Senator Stabenow, and then from Congressman Mark Schauer in 2009.

In 2009, the Department of Environmental Quality specified that the lagoons would have to be hydraulically dredged, as opposed to mechanically, which was still acceptable throughout the adjacent stream channel. The project would have to include a no-dredge buffer zone along the shorelines and establish no-mow areas surrounding the water bodies, which would have to be monitored for invasive species. Per DEQ, sediment testing would have to be conducted due to the total area of dredging occurring. In 2009, Consumers Laboratory Services quoted such testing to cost \$10,188.

Calculations were compiled in 2006, 2009, and 2010 for the total volume of dredging required by Ripstra and Scheppelman. The calculations reflect the discovery of new information impacting the project. The calculations in 2010 the total hydraulic dredging for the lagoons and mechanical dredging for the channel were 81,073 cyd and 24,378 cyd, respectively, impacting 16.9 acres of wetland.

In 2020 Jackson County received a grant of 1 million dollars which revived interest back into dredging out the Lagoons. Given the background of what EGLE requires for permitting. These are the steps that JCDOT performed. The long-term vision for Sparks Park and the Cascades Lagoons has been to improve stream water quality through dredging analysis and coordinated recommendations for residents and agencies. The effort formally began in September 2020 with Phase 1, which focused on building a baseline understanding of site conditions. In July 2021, groundwater monitoring wells were installed at a cost of \$70,000 to track groundwater flow and seasonal fluctuations, showing higher levels in spring and winter as well as during periods of heavy rainfall. That same year, a wetland delineation study costing \$11,300 confirmed that all permits for the park's existing water features were valid.

By December 2021, the project's long-term vision was outlined: remove the plate, dredge the entire watercourse, and restore the stream system to be more sustainable. Regulators, however, stressed that dredging must go beyond aesthetics and deliver measurable environmental benefits, highlighting the need for more detailed analysis.

Phase 2 began in August 2022 to provide the technical information needed before recommendations could be given to residents. Sediment testing, performed by SME at a cost of \$30,840, determined the appropriate methods for dredge material disposal. SME also completed a hydraulic analysis for \$9,000, which concluded that while lagoon water levels correspond with nearby water table elevations, they have little to no effect on the perched groundwater beneath surrounding homes. Additional findings noted that altering lagoon levels could influence groundwater flow around the gas station contamination plume, but perched groundwater near basements was more strongly tied to other sources. To further investigate, SME conducted a \$30,000 groundwater evaluation, examining the hydraulic relationship between lagoon water levels, the outfall plate, and the contamination plume.

The results of these combined studies revealed that dredging would increase lagoon water storage capacity but would not, on its own, lower surface levels. Removing the plate, however, would lower lagoon levels and shift the system toward wetland formation. Groundwater tests confirmed

that levels fluctuate seasonally by one to four feet depending on precipitation, soil conditions, and topography. Importantly, elevated groundwater beneath homes is largely driven by rainfall and perched groundwater sources rather than lagoon water levels, and contamination plumes are unlikely to migrate significantly if lagoon levels are lowered.

Overall, the multi-year effort has provided a clear picture: dredging and plate removal can alter lagoon function, but high groundwater challenges for residents are primarily unrelated to lagoon water levels. The findings now offer a foundation for long-term decision-making at Sparks Park and the Cascades Lagoons.

Knowing that a complete dredging of the Lagoons is not feasible, the Parks Department would like to explore whether selective dredging might be practical. At the same time, it is important to consider other potential approaches for improving water quality if dredging proves unsuitable. Identifying new options and strategies will help ensure the long-term health and sustainability of the Lagoons.

Old Plans

Jackson County had plans to implement the 2010 Design Plans from Ripstra & Scheppelman, however, after coordination with EGLE, this plan would not be permissible under current policy. EGLE will not entertain full dredging of the Cascades Lagoons other than selective dredging that will improve the overall water quality.

Documents included are *Cascades Lagoons Dredging Plans 2010*, *090252.00+Sediment Results Table*, *090252.00-SED-1 Sediment Sample Location*, *090706.00+031023+GEL Hydrogeological Analysis*, *090706.01_OCT212024_GER Groundwater Level Evaluation*, *Cascades Hydrology Study Map*, *Wetland Delineation Report - 1528 Kibby Jackson* and are attached.

Time of Completion

The successful Respondent should anticipate completing all necessary surveying and sediment sampling and have a draft permit application ready to submit to EGLE and the USACE within 12 weeks after the Consultant is selected and awarded.

Because funding for this project comes from the Michigan Economic Development Corporation (MEDC), the Parks Department has requested an extension on the grant, and the project's timeline will be guided by the updated schedule.

Budget

The County has received \$1 million grant from Michigan Economic Development Corporation (MEDC) to do the design and any construction improvements for the Cascades Lagoons. Jackson County's priority is to maximize the grant funding available during both design and construction. Once the design phase is complete, any remaining grant money must be dedicated exclusively to construction, with the project planned around a \$1 million budget.

Submittal Requirements**Proposal Overview**

The professionals will be evaluated based on their Technical Proposal - Part I, and Cost Proposal - Part II. Proposals will be evaluated by Jackson County team based on the Technical Portion - Part I eighty percent (80%) and the Cost Proposal - Part II twenty percent (20%).

Part I – Technical Proposal Format

The proposal must be submitted in the format outlined below. The items shown below are considered during the Jackson County team proposal review of technical qualifications.

I-1 General Information and Project Team:

- Provide firm name, address, and federal ID number.
- Identify branch offices, consultants, or subcontractors assisting with the project.
- State business type (individual, partnership, corporation) and, if incorporated, the state of incorporation.
- Confirm license to practice in Michigan.

I-2 Understanding of Project and Tasks:

- Demonstrate understanding of the project scope and required services.
- Summarize your proposed approach to completing the project.
- Provide examples of relevant experience with similar projects.
- Highlight why your team is uniquely qualified and the value you bring.

I-3 Personnel:

- List all staff by name, role, and classification.
- Identify *Key Personnel* with resumes.
- Provide an organizational chart showing reporting and communication lines, including sub-consultants.

I-4 Management Summary, Work Plan, and Schedule:

- Describe services, deliverables, and quality controls in detail.
- Present a step-by-step work plan, including tasks, milestones, and reviews.
- Include a time-sequenced (undated) schedule.
- Outline constructability and quality review processes.

I-5 Budget Analysis:

- Review the proposed project budget for adequacy.
- If adjustments are needed, provide rationale and suggested solutions.

I-6 References:

- Provide contact information for clients on similar projects.

Part II – Cost Proposal Format**II-1 Instructions:**

- Align costs with all tasks and phases (100-700) in the technical work plan.
- Use billable hourly rates and expected hours by staff classification.
- Include sub-consultant fees and indicate mark-up percentage.
- Reimbursables (printing, shipping, soil borings, lab testing, travel >100 miles) must be listed separately with mark-up indicated.
- All overhead (benefits, insurance, clerical, indirect costs, profit, etc.) must be built into billing rates.

II-2 Cost Breakdown:

Provide costs using the required forms:

- **Form II-2-A:** Personnel by role, billable rates, and anticipated increases.
- **Form II-2-B:** Estimated hours per employee by phase.
- **Form II-2-C:** Reimbursable expenses and sub-consultant services, not-to-exceed amounts.
- **Form II-2-D:** Total cost summary by phase (fees + reimbursables).

The sum of all phases will represent the **maximum not-to-exceed contract value**.

Pay Items

Use the following pay items as directed by the Engineer:

Phase	Description	Total Cost
100	Study	
200	Program Analysis	
300	Schematic Design	
400	Preliminary Design	
500	Final Design	
600	Construction Administration – Office Services	
700	Construction Administration – Field Inspection Services	

Section 2.0 – Title IV**Title IV**

The Jackson County Department of Transportation (JC DOT), in accordance with Title IV 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 into 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.

Section 3.0 – Compliance & Non-Discrimination

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:

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.

Non-discrimination

The contractor, with regard to 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.

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.

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 JCDOT 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 State highway department, or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

Sanctions for Non-compliance

In the event of the contractor's non-compliance with the non-discrimination provisions of this contract, JCDOT shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate.

Incorporation of Provisions

The contractor shall include the provisions of paragraph (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 JCDOT 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 JCDOT to enter into such litigation to protect the interests of the County, and, in addition, the contractor may request the State highway department 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.

Section 4.0 – Bidder Information and Acceptance

1. The undersigned declares that the Bid Documents, including, without limitation, any RFP Addenda and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of RFP #184 – Permit and Engineering Services at Sparks and Foundation, Cascades County Park
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid including, but not limited to, the requirements under the County Provisions, and that each Bidder who is awarded a contract shall be, in fact, a prime Contractor, not a subcontractor, to County, and agrees that its Bid, if accepted by County, will be the basis for the Bidder to enter into a contract with County in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. If selected for award, the following certifications will be required before work commences:
 - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion
 - Certification Regarding Nondiscrimination Under Federally and State Assisted Programs
 - Assurance Regarding Access to Records and Financial Statements
 - Iran Economic Sanctions Act
6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this RFP and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against the County based upon ignorance of conditions or misunderstanding of the specifications.
8. Patent indemnity: Vendors who do business with the County shall hold the County of Jackson, its officers, agents and employees, harmless from liability of a nature or kind, including cost and expenses, for infringement or use of any patent, copyright or other proprietary right, secret process, patented or unpatented invention, article or appliance furnished or used in connection with the contract or purchase order.
9. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation must be provided to the County, prior to award, and shall include an insurance certificate and additional insured certificate, naming the County of Jackson, which meets the minimum insurance requirements, as stated in the terms and conditions.

Section 5.0 – Bidder Information

5.01 Price

Provide pricing on the total project cost on the Bid Sheet in Attachment C

5.02 Legal Status of Bidder

The bidder shall indicate the legal status of the business firm by filling in the appropriate section below and by striking out the two non-applicable sections.

5.02.01 Individual

An INDIVIDUAL whose signature is affixed to this contract doing business under the name of:

Name: _____

Registration Number: _____

5.02.02 Partnership

A PARTNERSHIP doing business under the firm name of:

Firm Name: _____

All of the members of which are as follows:

Name 1: _____

Name 2: _____

Name 3: _____

Name 4: _____

Name 5: _____

Address: _____

Registration Number: _____

5.02.03 Corporation

A CORPORATION duly organized and doing business under the laws of the

State of _____

Registration Number: _____

5.03 Contents of Bid

Bids shall have all requests for information numbered and answered completely. The narrative portion and the materials presented in response to request for information shall be submitted in the same order as presented in this request for bid. **Vendor bids should include the following:**

5.03.01 Pricing

Attachment C (pricing sheets, fully completed & signed)

5.03.02 References

Provide at least three (3) references for companies or relatively local road departments for which you have provided of the types requested in the RFP/RFB. Include the type of product or services supplied, as well as a contact name and corresponding phone number or email address.

5.03.03 Qualifications of Firm

Briefly describe the qualifications of the firm with respect to this project.

5.03.04 Legal Status of Bidder completed (ref. Sec. 5.02)**5.03.05 Attachment A (Non-Collusion Affidavit)****5.03.06 Attachment B (Certificate of Authorization for Contract Execution)**

Section 6.0 – Submission of Bids/Proposals

6.01 Bid Submission

Submit an electronic version of your bid/proposal to Jackson County **in one (1) hard copy and two (2) electronic copies, not later than 10:00 a.m. on the bid due date.** Refer to the Bid Summary section of this document for the contact information of the County representative and due date for this bid. Jackson County has no obligation to consider any proposal that is not timely received. Note: Timely delivery is regarded as to the time and date that the e-mail arrives within Jackson County not when the e-mail was sent.

The material should be in sequence and related to the RFP/RFB. Jackson County will not provide any reimbursement for the cost of developing or presenting bids/proposals in response to this RFP/RFB. Failure to include the requested information may have a negative impact on the evaluation of the offeror's bid/proposal. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

Please include the following information in the subject line of the email:

- RFP Number
- Your Company Name
- Email sequence number as appropriate if the proposal consists of multiple emails.

Note: All e-mails from a Proposer must be received by Jackson County by the stated time and date in order for the proposals to be deemed submitted on time.

6.02 Bid Completeness

To be considered, bidders must submit a complete response to this RFP/RFB. No other distribution of RFP/RFB is to be made by this bidder. The bid/proposal must be signed by an official authorized to bind the contractor to its provisions. Bids/proposals must remain valid for at least ninety (90) days from the opening date.

6.03 Preparation of Bids/Proposals

1. The bid/proposal shall be legibly prepared and printed or typed
2. Should the bidder find it necessary to alter the Bid/Contract, such alterations shall be crossed out, and the correction entered. All alterations and/or corrections must also be initialed and dated by the bidder.
3. The bid/proposal shall be legally signed and the complete address of the bidder provided thereon.

6.04 Acceptance of RFP/RFB Content

It is the responsibility of all offerors to examine the entire Request for Bid/Proposal package and seek clarification of any requirement that may not be clear and to check all responses for accuracy before submitting a bid/proposal. Negligence in preparing a bid/proposal confers no right of withdrawal after due time and date. The contents of this RFP/RFB and the bidder's bid/proposal will become contractual obligations, if a contract ensues. Failure of the successful bidder to accept these obligations may result in cancellation of the award.

6.05 Inquiries

1. Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposal/Bid (RFP/RFB) and attachments, must be requested in writing and with sufficient time allowed for a reply to reach all prospective respondents before the submission of their bid/proposal. Any information given to a prospective bidder concerning the RFP/RFB will be furnished to all prospective bidders as an amendment or an addendum to the RFP/RFB if such information would be of significance to uninformed bidders. Jackson County Department of Transportation shall make the sole determination as to the significance of the information. Oral explanation or instructions given before the award of the contract shall not be binding.
2. Questions that arise regarding of this RFP/RFB must be submitted in writing to the county representative via e-mail by the date specified in the Bid Summary. Any correspondence related to a solicitation should refer to the appropriate Request for Bid number, page and paragraph number.

All questions submitted by the deadline will be compiled with the provided answers and issued as an addendum to the RFP. The identities of the companies that have submitted questions will not be revealed.

6.06 Responsive Bid/Proposal

All pages and documents and the information requested herein, must be furnished completely in compliance with the instructions. The manner of submission is essential to permit prompt evaluation of all bids/proposals on a fair and uniform basis. Jackson County reserves the right to accept or reject any or all bids/proposals and to waive informalities and irregularities in bids, proposals, or bidding procedures, and to accept any bid/proposal determined by Jackson County to be in the best interests of Jackson County.

6.07 Bid Evaluation Criteria

It is the intent of Jackson County to conduct a comprehensive, fair and impartial evaluation of the bids received in response to this Request for Bid/Proposal. The bid/proposal selected will be that response deemed most advantageous to Jackson County, based on the following criteria:

1. Pricing
2. References
3. Delivery
4. Qualifications of Firm
5. Compliance with Legal Requirements

6.08 Response to RFP/RFB

Bidder's response must arrive to the Jackson County Department of Transportation on or before the date and time specified on the first page of this RFP/RFB. Bidders/proposers are responsible for the timely receipt by the Jackson County Department of Transportation of their bid/proposals notwithstanding delays.

6.09 Award of Contract

Upon award of contract, the successful contractor is required to attend (a) start-up meeting(s) with JCDOT/MDOT personnel to discuss the projected work schedule, equipment to be used, and intended hours of work.

6.10 Special Conditions**6.10.01 Quantity Commitment**

Nothing herein is a guarantee of purchase; any and all purchases shall be made at the sole discretion of Jackson County, unless otherwise stated.

6.10.02 Informed Bidders

1. Before submitting bids/proposals, Bidders must fully inform themselves of the conditions, requirements, and specifications of the work or materials to be furnished. Failure to do so will be at the Bidder's own risk and they cannot secure relief on the plea of error.
2. Contractors shall investigate and become familiar with conditions relating to the work to be performed according to the contract and specifications. Failure upon the part of the contractor to investigate or inspect will not be grounds for additional compensation under the contract and shall be the Contractor's responsibility to address to each county's satisfaction.
3. Submission of a bid/proposal will be construed as conclusive presumption that the contractor is thoroughly familiar with the bid/proposal requirements and specifications and that he/she understands and agrees to abide by each and all of the stipulations and requirements contained therein.

6.10.03 Right to Inspect

Jackson County shall have the right to inspect any material and equipment to be used in carrying out the terms of this contract. Jackson County shall not be held responsible for any damage to the contractor's equipment

6.10.04 Availability of Material

Jackson County assumes no responsibility for the availability of any materials, equipment, nor components required under the contract. The Contractor shall be responsible for the quality and standards of all materials, equipment, components, or completed work furnished under this contract.

6.10.05 MDOT Standards

Materials, equipment, components, or completed work not complying with the 2020 Michigan Department of Transportation (MDOT) Standard Specifications and/or as specified within this bid/proposal may be rejected by either county and shall be replaced by the Contractor at no cost to Jackson County.

6.10.06 Material Safety Data Sheets

Material Safety Data Sheets (MSDS) must be submitted by Contractor with any bid/proposal or quote for a product or service that requires the use of a product that is required to have a Material Safety Data Sheet.

6.10.07 Late Bids

Any bid received after the exact time specified for receipt may not be considered. All bids must be submitted in compliance with the instructions designated in Sec. 2.4. No other manner of submission will be accepted.

6.10.08 Alternate Bids/Proposals

Bidders are cautioned that any alternate bid/proposal, unless specifically requested; or, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements for the RFP/RFB, may be considered non-responsive and at the option of Jackson County, result in the rejection of the bid/proposal. The respondent shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid/Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP/RFB. The exception shall include, at a minimum, the bidder's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no changes are noted Jackson County, will assume vendor is in agreement.

6.10.09 Withdrawal of Bid/Proposal

Bids/proposals may be withdrawn prior to the exact time set for receipt of bids/proposals in person by a proposer or the proposer's authorized representative, provided the representative's identity is made known and the representative signs a receipt for the bid/proposal documents.

6.10.10 Freedom of Information Act

This contract and all information submitted to Jackson County by the contractor and proposers is subject to the Michigan Freedom of Information Act (FOIA), 1976 PA 442, MCL 15.231, et seq.

Jackson County shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under the Michigan Freedom of Information Act or otherwise by law. The Bidder(s) must specifically label only those provisions of the proposal, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the proposal as "Trade Secret", "Confidential", or "Proprietary" shall not be permitted. Any such designation will be disregarded.

By submitting a response to this RFP, the Bidder shall be deemed to have agreed to indemnify and hold harmless Jackson County for any liability arising from or in connection with Jackson County's failure to disclose, in response to a request under the Michigan Freedom of Information Act, any portion or portions of the Bidder's response to this RFP which have been marked "Trade Secret," "Confidential," or "Proprietary."

Section 7.0 – TERMS AND CONDITIONS

7.01 Civil Rights Compliance

The Contractor agrees to abide by the provisions of the Elliott-Larsen Civil Rights Act, P.A. 1976, No. 453, as amended, being sections 37.2101 *et seq.* of the Michigan Compiled Laws, and the Michigan Persons with Disabilities Civil Rights Act, P.A. 1976, No. 220, as amended, being sections 37.1101 *et seq.* of the Michigan Compiled Laws, and specifically agrees and covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status, or a handicap that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

7.02 Instructions for Executing Contract

7.02.01 Individual

If the bidder is an INDIVIDUAL, the trade name, if applicable, shall be indicated in the contract signed by such individual. If signed by anyone other than the bidder, there shall be attached to the contract a duly authenticated Power-of-Authority, evidencing the signer's authority to execute such a contract for and in behalf of the individual

7.02.02 Partnership

If the bidder is operating as a PARTNERSHIP, each partner shall sign the contract. If the contract is not signed by each partner, there shall be attached to the contract a duly authenticated Power-of-Authority evidencing the signer's or signers' authority to sign such contract for and in behalf of the partnership.

7.02.03 Corporation

If the bidder is a CORPORATION the Certificate of Authorization for Contract Execution shall be completed in full.

7.03 Indemnification and Hold Harmless

To the fullest extent permitted by law, the contractor agrees to defend, pay on behalf of, indemnify, and hold harmless Jackson County, MDOT, and the State of Michigan, together with their elected and appointed officials, employees, and volunteers, and others working on behalf of Jackson County and MDOT against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from Jackson County, MDOT, or the State of Michigan, their elected and appointed officials, employees and volunteers, and others working on behalf of Jackson County, MDOT, and the State of Michigan by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract. The Contractor will not be liable for any damages arising out of an act of negligence by Jackson County, MDOT, or the State of Michigan or their elected and appointed officials, employees, and volunteers, and others working on their behalf.

7.04 Rights and Remedies

No provision in this document or in the Contractor's bid/proposal shall be construed, expressly or by implication as a waiver by any party of any existing or future right and/or remedy available by law in the event of any claim or default or breach of contract. The failure of any party to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the acceptance of materials or services, obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of any party to insist upon the strict performance of the contract.

7.05 Warranties

Contractor warrants that all material or service delivered under this contract shall conform to the specifications of this contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by Jackson County shall not alter or affect the obligations of the Contractor or the rights of Jackson County under the foregoing warranties. Additional warranty requirements may be set forth in this document. All warranties by Contractor shall extend to Jackson County.

7.06 Insurance Requirements

Contractors working for the County of Jackson shall maintain and pay for such insurance as will provide protection from any or all claims which may arise or result from the activities of such contractors, whether such activities be by themselves, or by subcontractors, or by anyone directly or indirectly employed by them including the following:

1. Claims under Workers' Compensation acts and other employee benefit acts.
2. Claims for damages because of Bodily Injury, including death, or Property Damage to any third party, arising from the work performed by the contractor or any subcontractor.
3. Claims for damages under the provision of the Michigan No-Fault law.
4. Other insurance as may be required at the request of Jackson County.

The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

Prior to commencement of any activity, and during the entire duration of the contract, the contractor(s) shall provide a certificate of Insurance, as well as required endorsements, with the following minimum coverage and provisions.

7.06.01 Workers' Compensation Insurance

The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

7.06.02 Commercial General Liability Insurance

The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence and **\$2,000,000** Aggregate combined single limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B)

Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Explosion, Collapse, and Underground (XCU); (F) Shall not exclude road design.

7.06.03 Motor Vehicle Liability

The Contractor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability not less than **\$1,000,000.00** per occurrence combined single limit, Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

7.06.04 Additional Insured

Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include and endorsement stating that the following shall be **Additional Insureds**: Jackson County, MDOT, and the State of Michigan together with their elected and appointed officials, employees and volunteers, boards, commissions, and/or authorities and board members, including employees and volunteers.

7.06.05 Cancellation Notice

Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Jackson County Department of Transportation, 400 North Elm, Jackson MI 49201

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to Jackson County Purchasing at least ten (10) days prior to the expiration date. Include current certificates of insurances with your bid. The successful contractor may be required to have the counties and those individuals identified in paragraph 1.8.4 added as additional insureds to their insurance policy.

7.06.06 Accident Liability

The contractor shall at all times exercise extreme care and shall assume all legal liability for damages both to property and to persons resulting from any accident which may occur as a result of the work performed under this contract. The contractor shall save harmless and indemnify the county, MDOT, and the State of Michigan for damages arising out of and during the progress of the work performed under this contract and further will name the County as additional insured, pursuant to Sec. 6.3.

7.07 Taxes

Except as may be otherwise provided in the RFP/RFB, Jackson County is exempt from Federal Excise and State Sales Tax, and such taxes shall not be included in the bid process. Federal Exemption Certificates will be furnished if so requested.

7.08 Gratuities

The County may, by written notice to the Contractor, cancel this contract if it is found that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the contractor

or any agent or representative of the Contractor, to any officer or employee of Jackson County amending, or making any determinations with respect to the performing of such contract.

7.09 Independent Service Cost Determination by Contractor

By submission of a bid/proposal, the prospective contractor certifies that in connection with the bid:

1. The proposed service cost was determined independently, without consultation, communication, or agreement for the purpose of restricting competition.
2. The service cost quoted in the bid/proposal has not nor will be knowingly disclosed by the prospective contractor to anyone prior to the contract award.
3. No attempt has been made or will be made to induce other individuals or firms to submit or not submit a bid/proposal.
4. Each person signing the bid certifies that he/she is authorized to bind the contractor to its provisions.

7.10 Disclosures

1. All information in bids/proposals received is subject to disclosure under the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments thereto.
2. If a person believes that any portion of a bid, bid offer, specification, protest or correspondence contains information that should be withheld, then the Jackson County Department of Transportation should be so advised in writing (price is not confidential and will not be withheld). The Jackson County Department of Transportation will review all requests for confidentiality and provide a written determination as required by the Michigan FOIA. If the confidential request is denied, such information may be disclosed as public information.

7.11 Contract Negotiations

At the completion of the evaluation process, Jackson County as purchasing agent may enter into discussions with the offeror finalist(s) determined to be reasonably susceptible to being selected for award, to identify any needed revisions to the original bid/proposal. Best and final offers may be requested of each of the finalists, or after careful consideration, the offeror that gives the most advantageous bid may be recommended for award. In the event only one bid is received, Jackson County may require that the offeror submit a cost bid in sufficient detail for the Jackson County Department of Transportation to perform a cost/price analysis to determine if the contract price is fair and reasonable. Award will be made by Jackson County to the offeror whose bid/proposal is most advantageous to the county.

7.12 Contract

The contract shall be based upon this Request for Bid/Proposal and the offer submitted by the Contractor in response to the Request for Bid/Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request

for Bid/Proposal. Jackson County reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by Jackson County, shall be deemed non-responsive and the offer rejected. The contract shall contain the entire agreement between Jackson County and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, bids, negotiations, purchase orders, or master agreements in any form.

7.13 Award of Contracts

UPON NOTICE OF INTENT TO AWARD: The apparent successful offeror shall sign and file with the Jackson County Department of Transportation, within ten (10) days after receiving a fully executed Offer and Acceptance form (if included in the RFP/RFB), all documents necessary to the successful execution of the contract.

- The contract will be awarded to the lowest qualified bidder whose bid/proposal conforming to this solicitation will be most advantageous to the county, price and other factors considered.
- Jackson County reserves the right to accept or reject any or all bids/proposals and to waive informalities and irregularities in bids, proposals, or bidding procedures, and to accept any bid/proposal determined by it to be in the best interests of the county.
- Jackson County reserves the right to postpone the bid/proposal opening for its own convenience.
- Jackson County reserves the right to reissue the request for bid/proposal.
- **NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the county. The county reserves the right to obtain like goods or services from another source when necessary.

7.14 Prime Contractor Responsibilities - Subcontracting

The selected contractor will be required to assume responsibility for all services offered in the bid/proposal whether or not parts of the contract are subcontracted. Further, Jackson County will consider the selected contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. If any part of the work is to be subcontracted, the prime contractor must provide complete description of work subcontracted and descriptive information about subcontractors' organization and capabilities. The contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

7.15 Independent Contractor

1. It is clearly understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose whatsoever.
2. Contractor shall not be entitled to compensation in the form of salaries, or to paid vacation or sick days.

3. Jackson County will not provide any insurance coverage to Contractor, including Workmen's Compensation coverage. The Contractor is advised that taxes or social security payments shall not be withheld from any county payment issued hereunder and that Contractor should make arrangements to directly pay such expenses, if any.

7.16 Non-Assignment

The contractor may not assign, subcontract, or otherwise transfer this agreement without the express prior written approval of the Jackson County Department of Transportation.

7.17 Subcontracts

No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of Jackson County. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used. Jackson County shall not unreasonably withhold approval and shall notify the Contractor of its position within 15 days of receipt of written notice by the Contractor.

7.18 Assignment – Delegation

No right or interest in this contract shall be assigned by the contractor without prior written permission of Jackson County and no delegation of any duty of Contractor shall be made without prior written permission of Jackson County. Jackson County shall not unreasonably withhold approval and shall notify the contractor of its position within 15 days of receipt of written notice by the Contractor.

7.19 Cancellation of Contract

CANCELLATION OF CONTRACT by Jackson County may be for; a) default by the contractor or b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of their quotation or contract. In case of default by the contractor, either county may cancel the contract immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. Either the contractor or Jackson County may terminate this agreement with a 120-day written notification to the other party. In the event the county no longer needs the service or commodity specified in the contract due to relocation of offices, or lack of funding, each may cancel the contract by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation without penalty or fine.

7.20 Exceptions to Contract Terms and Specifications

The offeror shall clearly identify any proposed deviations from the contract terms or specifications in the Request for Bid/Proposal. Each exception must be clearly defined and referenced to the proper paragraph in this RFP/RFB. The exception shall include, at a minimum, the offeror's proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the offeror's bid/proposal Jackson County will assume complete conformance with this specification and the successful offeror will be required to perform accordingly.

7.21 Fair Employment Practices

Any vendor engaged in this contract shall conform to Public Act 453, 1976, as amended, "Michigan Civil Rights Act", the Civil Rights Act of 1964, the Equal Opportunity Employment Act of 1973 inclusive of subsequent amendments and the Federal Rehabilitation Act of 1973, Section 504.

7.22 Solicitation of Cancellation

An RFB, RFP, or other solicitation may be cancelled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is in the best interest of the County in accordance with regulations.

ATTACHMENT A – NON-COLLUSION AFFIDAVIT

The bidder/proposer, by its officers and authorized agents or representatives present at the time of filing this bid/proposal, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder/proposer or with any public officer of such County of Jackson, Michigan, whereby such affidavit or affiant or either of them has paid or is to pay to such other bidder/proposer or public officer any sum of money, or has given or is to give to such other bidder/proposer or public office anything of value whatsoever, or such affidavit or affiant or either of them has not directly or indirectly entered into any arrangement or agreement with any other bidder/proposer or bidder/proposers, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bid/proposal, that no inducement of any form or character other than that which appears on the face of the bid/proposal will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the bid/proposal or awarding of the contract, nor has this bid/proposal any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid/proposal.

COMPANY:_____

BY:_____
(Signature)

NAME:_____
(Type or print)

TITLE:_____

DATE:_____

**ATTACHMENT B – CERTIFICATE OF AUTHORIZATION FOR
CONTRACT EXECUTION**

This certificate shall be executed by some officer of the Corporation other than the one who signed the foregoing bid. Before executing, please note the last paragraph of this certificate.

I, _____, certify that I am the _____ of (Official Corporate Title) the corporation named contractor herein: that _____ who signed the foregoing bid on behalf of said corporation was then _____ of said corporation; that said bid was duly signed for on behalf of said corporation by authority of its governing body and is within the scope of its corporate powers.

SIGNED: _____

TITLE: _____

FIRM: _____

DATE: _____

INCLUDE CORPORATE SEAL OR NOTARIZE BELOW

In lieu of the foregoing certificate, there may be attached to the bid a copy of that portion of the records of the corporation as will show the official corporate character and authority of the officer signing. Such copy shall be duly certified by the secretary or assistant secretary under the corporate seal to be true copies.

ATTACHMENT C – PRICE SHEET

Phase	Description	Total Cost
100	Study	
200	Program Analysis	
300	Schematic Design	
400	Preliminary Design	
500	Final Design	
600	Construction Administration – Office Services	
700	Construction Administration – Field Inspection Services	

Total Project Cost: \$ _____

The bid/proposal must be signed by an official authorized to bind the contractor to its provisions. Bids/proposals must remain valid for at least ninety (90) days from the opening date.

Company or Bidder's Name	
Address	
City	
State	
Zip Code	
Telephone Number	
Fax Number	
Contact Person	
Title	
Email Address	
Authorized Signature	
Date	
Exceptions/Notes:	