

REQUEST FOR PROPOSAL (RFP)

#15-031-30

ROADWAY PULVERIZATION FOR THE 2015 CONSTRUCTION SEASON

ADDENDUM #1 – PROPOSAL CHANGE

(UPDATED WITH UNIT PRICES AT PER SQUARE YARD)

POSTING DATE:

MARCH 18, 2015



RESPONSE DEADLINE:

APRIL 13, 2015

2:00 P.M.CENTRAL STANDARD TIME (CST)

TO:

RAYMOND G PALONEN, HIGHWAY COMMISSIONER

MARINETTE COUNTY HIGHWAY DEPARTMENT

501 PINE STREET

PESHTIGO, WI 54157

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I. BACKGROUND

Marinette County is requesting sealed proposals for roadway pulverization for the 2015 construction season.

Notwithstanding any other provisions of the RFP, Marinette County reserves the right to reject any or all proposals, to waive any irregularity or informality in a proposal, and to accept or reject any item or a combination of items when doing so would be to the advantage of Marinette County or its taxpayers.

It is further within the right of Marinette County to reject proposals that do not contain all elements and information requested in this document.

Marinette County shall not be liable for any losses incurred by the vendor making the proposal throughout this process. The cost of preparing a response to this RFP is not reimbursable in part or in whole to the vendor. Any proposal received will become the property of Marinette County and a matter of public record. Any proprietary material or information should be marked and submitted as a supplement to the proposal to allow the County to protect the information as warranted.

II. TENTATIVE PROJECT TIMELINE

RFP posted by 4:30 p.m. CST	3/18/15
RFP questions due by 2:00 p.m. CST	4/1/15
RFP answers to questions posted by 4:30 p.m. CST	4/2/15
RFP responses due from potential vendors by 2:00 p.m.	4/13/15

III. RFP DUE DATE

Proposals shall be submitted to the Marinette County Highway Commissioner by no later than **2:00 p.m. central time on April 13, 2015**. Proposals shall be clearly labeled **RFP#15-031-30 - 2015 Roadway Pulverization** and submitted to the location/address listed below.

Delivery Address for Hand Delivery, USPS, UPS, DHL, Fed X:

Raymond G Palonen, Highway Commissioner
Marinette County Highway Department
RFP#15-31-30 - 2015 Roadway Pulverization
501 Pine Street
Peshtigo, WI 54157

Each proposal must be received by the due date and time set for this RFP. A proposal received after the established deadline will not be considered.

IV. RFP QUESTIONS

All questions related to this RFP must be submitted not later than 2:00 p.m. CST, April 1, 2015, via e-mail to rpalonen@marinettecounty.com. Clearly mark the e-mail **“Questions for RFP#15-031-30 - 2015 Roadway Pulverization.”** Phone call or faxed questions will not be accepted.

Answers to questions will be posted in the form of an addendum to the RFP and placed on the Marinette County website <http://www.marinettecounty.com> on April 2, 2015, not later than 4:30 p.m. CST. It is the responsibility of all interested vendors to access the website for this information. Calls for assistance with the website may be made to (715) 732-7419.

V. RFP SUBMISSION REQUIREMENTS

The proposal shall be sealed and labeled with the following information:

- Name of Vendor
- Address
- Contact Person
- Telephone and Facsimile Number
- E-mail Address

One original response is required to be submitted. The vendor shall specify the unit price for pulverizing. The proposal must include:

- Attachment A, Roadway Pulverization Tabulation Sheet
- Attachment B, Statement of Understanding
- Attachment C, Addendum Sheet, if applicable

Upon award of the contract, the selected vendor will be required to submit a federal W-9 Form and payment address to Marinette County. Vendors previously established with the county may have this requirement waived.

The proposal shall be prepared with a straightforward, concise delineation of the vendor's capabilities to satisfy the requirements of this RFP.

A vendor may withdraw or modify its proposal prior to the proposal due date. Any changes or withdrawals must be made in writing prior to the proposal due date.

VI. SCOPE OF SERVICES

This work shall consist of the pulverization of the existing asphalt surface and aggregate base course over the roadbed as indicated in this proposal and as provided in Section 325, State of Wisconsin Department of Transportation "Standard Specifications for Highway and Structure Construction", most recent edition.

Anticipated 2015 Projects

	Length (Miles)	Width (Feet)
CTH B from CTH W to Belgium Rd	3.9	24
CTH BB from Oxbow Creek Curve to Pond Rd	6.9	24

VII. SPECIFICATIONS

All proposal prices provided shall remain in effect without adjustment until October 31, 2015.

- A. The existing crushed asphalt surface and crushed aggregate base shall be pulverized to a minimum depth of 4 to 6 inches and to a minimum 97% passing a two-inch screen. The material shall then be mixed and compacted in accordance with Section 301 of the Standard Specifications by the Marinette County Highway Department including grading, watering and rolling.
- B. If the low bidder cannot perform the work within 10 working days of a request, the next lowest bidder will be considered on a project-by-project basis.
- C. Where additional aggregate is determined to be required based on pavement history and/or pavement cores as supplied by Marinette County, the ¾" dense graded aggregate material shall be added by Marinette County prior to pulverization by the bidder. The minimum depth of the pulverization shall then be increased by the amount of added aggregate in order to achieve the full pulverization of the underlying asphalt material. The increased depth of pulverization may be less than the added aggregate thickness if the bidder is able to demonstrate the complete incorporation of the underlying asphalt material.
- D. The bidder shall provide transportation of the pulverizing equipment to and from Marinette County. Job-site relocation within the county during a single requested mobilization will be provided by Marinette County. The bidder is expected to supply a maximum of five (5) requested mobilizations per year in order to shorten the time between the contractor pulverization and final paving by the County.
- E. The pulverization of the pavement will be measured by the square yard equal to the existing asphalt pavement width (typically 22'). It is anticipated that the contractor will pulverize 1' beyond the pavement edge in both directions to assure proper incorporation of the aggregate base without additional compensation. Pulverization at paved intersections is anticipated to be a minimum of 10' beyond the edge of the mainline pavement.
- F. Asphalt pavement pulverization, measured as provided, will be paid for at the contract unit price per **square yard**, which price shall be full compensation for the pulverization, labor, tools, equipment & incidentals needed to complete the work

VIII. CONTRACT TERM

The vendor may provide a contract to be approved by Marinette County Corporation Counsel. If the vendor does not provide a contract, the vendor shall be required to sign a contract similar to Attachment D.

IX. FINANCIAL VERIFICATION

Vendor's financial solvency may be verified through financial background checks via Dun & Bradstreet or other means prior to contract award. Marinette County reserves the right to reject Proposals based on information obtained through these background checks.

X. OTHER

All work shall conform to all applicable industry standards, federal, state and local laws, codes and ordinances.

No vendor will be provided with financial and/or competitive vendor information on this Proposal until after the award of contract has been made. At that time, all Proposals will be available for review in accordance with the Wisconsin Open Records Law. Marinette County shall not be held liable for any claims arising from disclosure required under the Wisconsin Open Records Law.

Marinette County and its departments are exempt from payment of all federal, state and local taxes on its purchases except Wisconsin excise taxes.

Any contract between vendor and Marinette County shall be subject to the laws of the State of Wisconsin. In connection with the performance of work under such contract, the vendor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability, sexual orientation, or national origin.

By responding to this Proposal, prospective vendors acknowledge and accept the attachments, including insurance requirements and service template contract sample attached.

WORKERS COMPENSATION INSURANCE

Vendor shall provide statutory workers compensation insurance coverage for its employees who will not be considered employees of Marinette County in any way.

AUTO LIABILITY INSURANCE

Vendor shall provide a minimum of \$300,000 per occurrence to cover bodily injury and property damage arising out of ownership, maintenance, or use of any motor vehicle, including non-owned and hired.

GENERAL LIABILITY INSURANCE

Vendor shall provide a minimum limit of \$1,000,000 per occurrence broad form coverage.

ADDITIONAL INSURED

The vendor agrees that all liability coverage policies shall name Marinette County as additional insured with respects to liability arising out of activities performed by or on behalf of the vendor/contractor; products and completed operations of vendor/contractor; premises owned, occupied or used by vendor; or automobiles owned, leased, hired or borrowed by vendor. The coverage shall contain no special limitations on the scope of protection to the County.

SUBCONTRACTOR

Subcontractors of the vendor are subject to the same requirements as is vendor.

WAVIER OF SUBROGATION

Insurers shall waive all subrogation rights against Marinette County on all policies required under this section.

CANCELLATION NOTICE

Marinette County will be given a 30 day notice in advance of cancellation, non-renewal, or material change in coverage.

PROOF OF INSURANCE

Valid Certificates of Insurance shall be issued to Marinette County prior to the execution of the contract.

XI. PROJECT CHANGES

Marinette County reserves the right to make changes to the project. Any changes in the scope of services shall be mutually agreed upon in writing by the Vendor and the County.

XII. ATTACHMENTS

Roadway Pulverization Tabulation Sheet, Attachment A
Statement of Understanding, Attachment B
Addendum Sheet, Attachment C
Sample Contract, Attachment D

**ATTACHMENT A
RFP#15-031-30
2015 ROADWAY PULVERIZATION
TABULATION SHEET**

This proposal is submitted by the undersigned in accordance with the specifications and provisions contained hereinbefore.

ITEM	YEAR	ESTIMATED QTY (S.Y.)	UNIT PRICE	EXTENDED PRICE
Pulverize	2015	148,500	\$ _____ /sq yd	\$ _____
Increased cost for pulverization w/ 0"-3" gravel			\$ _____ /sq yd	\$ _____
Increased cost for pulverization w/ 4"-6" gravel			\$ _____ /sq yd	\$ _____

The undersigned submitting this proposal hereby declares and agrees to furnish the equipment and labor listed herein in accordance with the terms, conditions and requirements of the within and foregoing proposal and specifications. Marinette County reserves the right to increase or decrease the total calendar year quantities by 50% without renegotiating the price to accommodate changes in the construction program.

PROPOSAL SUBMITTED BY:

Company Name

Address

Phone Fax Email

Bidders Name (Please Print)

Signature/Title

Date

ATTACHMENT B
RFP#15-031-30
2015 ROADWAY PULVERIZATION
STATEMENT OF UNDERSTANDING OF PROPOSAL

Vendor name

Vendor's address

City State Zip code

Contact person's name & position

Vendor's Phone number

Vendor's Fax Number

We have read the County's Request for Proposals (RFP) for #15-031-30 - 2015 Roadway Pulverization and fully understand its intent. We certify that we have adequate personnel, equipment, and license to perform said services. We understand our ability and fitness to perform shall be judged solely by Marinette County. In addition, we certify that:

- (a) Our proposal is not made in the interest or on behalf of any person not named therein;
- (b) We have not directly or indirectly induced or solicited any person to submit a false or misleading proposal or to refrain from proposing;
- (c) We have not in any manner sought by collusion to secure an advantage over any other vendor;
- (d) We have thoroughly examined the RFP requirements, and our proposed fees cover all costs for service/equipment we have proposed;
- (e) We acknowledge and accept all the terms and conditions included in the RFP; and

Signature of vendor or vendor's Representative

Date

**ATTACHMENT C
2015 ROADWAY PULVERIZATION
ADDENDUM SHEET**

(If Addendums exist for this project, please sign, date, and submit with Proposal.)

The undersigned acknowledges receipt of the following addenda:

Addendum #1 _____	Initials _____
Addendum #2 _____	Initials _____
Addendum #3 _____	Initials _____
Addendum #4 _____	Initials _____
Addendum #5 _____	Initials _____

The undersigned agrees with the following statement:

I have examined and carefully prepared the response to proposal from the plans and specifications and have checked the same in detail before submitting to Marinette County.

Name _____
Signature

Date _____

All vendors are responsible to check for addenda, posted on the county website at www.marinettecounty.com, for this project prior to the due date. No notification will be sent if addenda are posted unless there is an addendum within three (3) business days of RFP due date.

All vendors receiving initial notification of project will be notified by Marinette County of all addenda issued within three (3) business days prior to due date. If a RFP has already been submitted, vendor is required to acknowledge receipt of addendum via fax or e-mail prior to due date. A new RFP response must be submitted by vendor if addendum affects costs.

Vendors that do not have internet access are responsible to contact Marinette County at 715-732-7419 to ensure receipt of addenda issued. RFPs that do not acknowledge addendums may be rejected.

All RFPs submitted shall be sealed. Envelopes are to be clearly marked with required information. Sealed RFPs that are opened by mistake due to inadequate markings on the outside may be rejected and returned to the vendor.

ATTACHMENT D
MARINETTE COUNTY SAMPLE AGREEMENT

THIS AGREEMENT is made by and between Marinette County, a municipality, hereinafter referred to as COUNTY, and _____, hereinafter referred to as VENDOR, for the purpose of _____.

The parties agree as follows:

1. Contact Persons and Contract Administrators:

COUNTY's agent and contact person is:	Name
Whose principal business address is:	Department
	Address
	Marinette WI 54143

VENDOR agent and contact person is:

Name:
Title:
Company:
Address:
City, State:
Telephone:

2. VENDOR agrees the following services, as set forth in the response to the Request for Proposal (RFP) dated _____ will be provided to Marinette County.
3. VENDOR agrees to present manufacturer's literature regarding materials & warranty.
4. Start/Completion dates to be determined.
5. COUNTY agrees to the following:
 - Payment Terms – COUNTY will pay the VENDOR within 30 days of receipt of an invoice.
6. Both parties agree that the relationship between the parties shall be that of an independent VENDOR and shall not be construed to be an Employer-Employee relationship; specifically the parties agree that:
 - VENDOR will be responsible to pay all Federal, State and social security taxes on any income received under this Agreement.
 - COUNTY will pay no fringe benefits or other compensation to VENDOR.

7. VENDOR will provide and maintain certificates of insurance with minimum limits as follows:

General liability, each occurrence	\$1,000,000
Auto liability, each occurrence	\$ 300,000
Workers Compensation	Statutory Requirements

Certificates of insurance indicating COUNTY as additional insured must be presented to COUNTY's agent with a signed copy of this agreement prior to commencing work. Additionally, all policies shall contain endorsements by respective insurance companies waiving all rights of subrogation, if any, against COUNTY and shall further provide that policies are not cancelable except upon thirty days written notice to COUNTY.

8. VENDOR hereby agrees to release, indemnify, defend and hold harmless Marinette County, its officials, officers, employees and agents from and against all judgments, damages, penalties, losses, costs, claims, expenses, suits, demands, debts, actions and/or causes of action of any type or nature whatsoever, including actual and reasonable attorney fees, which may be sustained or to which they may be exposed, directly or indirectly, by reason of personal injury, death, property damage, or other liability, alleged or proven, resulting from or arising out of the performance under this agreement by vendor, its officers, officials, employees, agent or assigns. Marinette County does not waive, and specifically reserves, its right to assert any and all affirmative defenses and limitations of liability as specifically set forth in Wisconsin Statutes, Chapter 893 and related statutes.

9. This contract may be amended in writing by mutual agreement of both parties at any time.

10. This agreement shall be governed by the laws of the State of Wisconsin.

11. COUNTY may terminate this agreement in the event VENDOR breaches any of the terms of the agreement or for unsatisfactory performance by VENDOR. Termination shall be immediate upon written notification by the COUNTY.

VENDOR

Date

Kathy Brandt, County Clerk

Date