

The County of Barry is accepting sealed bids for Carpet Replacement at the Barry County Friend of the Court. The closing date for the bid is February 22nd at 2:00 p.m. Bids shall be submitted to Barry County Buildings and Grounds, 220 W. State Street, Hastings, MI 49058. To obtain a copy of the invitation to bid, please visit our web site at barrycounty.org or call (269) 945-1293. Specific questions regarding the Invitation to Bid may be directed to Tim Neeb, Building and Grounds Supervisor at (269) 838-7084.

Invitation for Bid – Issued January 31st, 2019
Barry County FOC Carpet Replacement
Barry County Buildings and Grounds Department
220 W. State Street
Hastings, MI 49058
(269) 945-1293

1. Barry County is requesting bids for Carpet Replacement at its Friend of the Court building.
2. Bids shall be mailed or delivered to the Barry County Buildings and Grounds, 220 W. State Street, Hastings, MI 49058, in an envelope marked “Barry County FOC Carpet Replacement” February 22nd, at. 2pm. No faxed, emailed, or phone in bids will be accepted.
3. Bids opened by mistake due to improper identification will be rejected and returned.
4. Discount payment within a specified period of time will not be considered in evaluation of bids for award. Such discounts will be taken if payment can be made in that period, even though they are not considered in evaluation of the bid.
5. The bids shall be legibly prepared with ink or typed. If a unit price or extension already entered by a bidder on the bid form is to be altered, it should be crossed out with ink, the new unit price or extension entered above or below and initialed by the bidder, also with ink. The bid shall be legally signed and the complete address of the bidder given thereon.
6. Bids may be withdrawn in person by a bidder or his authorized representative provided his identity is made known, and he signs a receipt for the bid; but only if the withdrawal is made prior to the exact time set for receipt for bids.
7. The County is not subject to sales tax and as such it shall not be included in the final bid.
8. **NO BID MAY BE WITHDRAWN FOR AT LEAST 90 DAYS AFTER BID OPENING.**
9. Bidders are cautioned that any changes, insertions, omissions to the terms and conditions, specifications or any other requirement of this invitation may be considered non-responsive and at the option of the County may result in rejection of the bid.
10. The County of Barry reserves the right to accept or reject any and all bids and to waive any informalities and minor irregularities in bids received.

11. The bid will be awarded to that responsible bidder(s) whose bid, conforming to this solicitation will be the most advantageous to the County, price and other factors considered.
12. Award of this bid and authorization to proceed is dependent on sufficient funds being available.
13. **A pre-bid meeting will be held on February 12th at 9:00am** at the Friend of the Court building – 102 S. Broadway, Hastings, MI 49058. Room measurements may be taken at that time.
14. The contact person regarding this bid is Tim Neeb, Buildings and Grounds Supervisor, (269) 945-1293 or (269) 838-7084 (cell phone).
15. A vendor selected as a contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Barry County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.
The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the contractor.
16. This agreement shall be construed according to the laws of the State of Michigan. Barry County and the Contractor agree that the venue for any legal or equitable action under this agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, South Division.
17. Vendors shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.
18. The Proposer who is selected as the Contractor shall be an Independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

19. The Proposer who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A. M. Best Company's Insurance Reports rating of A or A-(Excellent).
- a)** Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.
 - b)** Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractor's Coverage; (D) Broad Form General Liability Endorsement or Equivalent.
 - c)** Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.
 - d)** Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.
 - e)** Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insureds": Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.
 - f)** Cancellation Notice - All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Barry County Administrator, 220 W. State St., Hastings, MI 49058."
 - g)** Proof of Insurance - The vendor shall provide to Barry County at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the and policies mentioned above. If so requested, certified copies of all policies will be furnished.
20. Barry County reserves the right to negotiate changes in the scope of this project, and waive any informalities and irregularities in any response.

Bid Specifications

1. Demo existing carpet. Vendor will be responsible to lift or move all cubicles, furniture, file cabinets, equipment, etc... Barry County will remove chair mats and chairs. Barry County will also remove personal items and empty file cabinets/desk drawers in order to aid in lifting or moving.
2. Remove all existing carpet and dispose of properly. Minor floor repairs will be the responsibility of the vendor and are to be included in this bid.
3. Install carpet using proper adhesives and methods per the manufacturers printed recommendations.
4. Install carpet base where applicable.
5. Install all transitions and nosings.
6. Replace all objects that were moved or lifted.
7. All work is to be done between the hours of 5pm and 11pm unless other times are approved by Barry County.
8. Carpet is to be Tandus, Runaway II 03164, Backing ER3, 24" x 24" Dry Tile, Antron Legacy Nylon Yarn content. Color to be determined later.
9. Provide any other documentation deemed appropriate for consideration of your bid.
10. Bid securities are not required.

BID FORM

COMPANY NAME _____

ADDRESS _____

TELEPHONE _____ DATE _____

E-MAIL ADDRESS _____

The undersigned, having read all the terms, conditions, and specifications of the Invitation to Bid, hereby offers this service for a price not to exceed;

\$ _____

Signature

Name (typed or printed)