



## COUNTY OF JACKSON, MICHIGAN

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REQUEST FOR PROPOSALS

FOR

PUBLIC DOG PARK

VANDERCOOK LAKE COUNTY PARK

JACKSON, MICHIGAN

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**JC-912-022326**



## BID SUMMARY

**Commodity/Service Being Requested:** Public Dog Park

**Type of Solicitation:** Request for Proposals - It is the intention of Jackson County to bid and award a Master Agreement to a contractor capable of excavating and constructing a public dog park at Vandercook Lake County Park in Jackson, Michigan.

**Type of Resulting Contract:** Jackson County will use the results of this process to award a contract to a Vendor capable of meeting the terms and conditions outlined in this RFP.

**Resulting Contract Term:** Project will commence in Summer of 2026. Estimated project start and duration will be confirmed with possible contractors.

ANTICIPATED TIMETABLE	
Release of RFP:	April 7, 2026
Pre-bid Meeting (Optional) at 9:30 AM/EST:	April 14, 2026
Bidders Questions Due by (10:00 AM/EST):	April 16, 2026
Questions and Answers Responses Posted:	April 17, 2026
Bids Due by (10:00 AM/ EST) *:	April 24, 2026

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

**Final Agreement Award Determination:** Jackson County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more bids, the terms of any resultant agreement(s), and the determination of which, if any, bid(s) best serves the interests of Jackson County.

**Pre-bid Meeting:** A meeting will be held on April 14, 2026 at 9:30 AM EST with potential vendors. Contact Jack McCloughan via email at: [jmcccloughan@mijackson.org](mailto:jmcccloughan@mijackson.org) for further information.

**Contacts with Jackson County Personnel:** All contact with Jackson County regarding this RFP or any matter relating thereto must be e-mailed as follows:

**Email address:** [purchasing@mijackson.org](mailto:purchasing@mijackson.org)

If it is discovered that a Bidder contacted and received information regarding this solicitation from any Jackson County personnel other than the Procurement Contact, Jackson County, in its sole discretion, may disqualify its bid from further consideration. Only those communications made by Jackson County in writing will be binding with respect to this RFP.



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## SECTION 1.0 – SCOPE OF WORK AND BIDDER RESPONSES

### 1. Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed non-responsive will be eliminated from further consideration.

- 1) Bidder must have a minimum of five (5) years' experience with proven effectiveness in providing a range of services equivalent or similar to the services being requested by Jackson County as outlined in this RFP. Please provide company history.
- 2) Bidders must be qualified vendors who have proven extensive experience in excavating and construction projects equivalent or similar to those being requested in this RFP.
- 3) The successful contractor must be licensed and insured.
- 4) The Bidder shall submit a list of five **(5) references**, including name of institution, address, contact person, and telephone number. Refer to Section 3.2
- 5) If selected for award, Bidder shall submit a list of five **(5) references** for each subcontractor to be used on the project. Identify the work each subcontractor will be designated to do for the project.
- 6) The bidder shall **meet ALL insurance requirements** in regard to Workers' Compensation Insurance, Professional and Commercial General Liability Insurance and Motor Vehicle Insurance as outlined in this RFP.
- 7) The vendor must certify that they are not on any Federal, State, or local list of debarred or prohibited contractors.

### 2. Description of Deliverables

The Jackson County Parks Department oversees 18 County Parks with more than 1,000 acres of wooded and natural areas, beaches, trails, and more. The Parks Department plans to excavate and construct a public dog park at Vandercook Lake County Park located at 407 Parkway Street, Jackson, Michigan, 49203. Project will consist of two (2) separate fenced in dog paddock areas (1.6 and .4 acres), an aggregate walk path to a lakefront, and a concrete entry plaza with drinking fountain.

The purpose of this RFP is to secure a contractor or contractors to complete the excavation, construction, and general contracting work for this project.

Vendor or vendors will provide excavation and grading, aggregate walk path, concrete, and water line installation. These services shall include, but are not limited to:

- Supplying equipment, materials, labor, permits, fees, verification of numbers, etc.
- Minor grading, site work, and sand fill work will be required for the project.
- Prep and pour approximately 1,100 square feet of concrete.



- Installation of a one (1) inch municipal water line of approximately 300 linear feet, including excavation, tap fees, and fountain installation. Fountain will be provided by Jackson County Parks Department.
- Installation of an aggregate walkway of approximately 540 square feet, requiring excavation of existing soils to a depth of 6" and replacement with weed barrier fabric and 6" of crushed limestone aggregate.
- Installation of approximately 1,710 linear feet of four (4) feet black wire mesh fencing. Four (4), forty-two (42) inch self-closing gates with ADA compliant hardware. Two (2) sets of double six (6) feet maintenance gates.

### 3. Site Work Specifications

#### 1.3.1 General Excavation and Site Work

- All equipment, labor, fuel, trucking, and associated costs are the responsibility of the contractor.
- All spoils to be trucked off site and disposed of appropriately by contractor.
- Minor excavation and grading in one corner of the paddock consisting of approximately 1,800 square feet to bring the grade up with approximately 225 cubic yards of fill sand. Fill sand is to be washed and screened fill sand.
- At the conclusion of the project, site restoration will include necessary topsoil, seed, and straw coverage. This will include edges of the aggregate paths, concrete work, and water supply line installation areas.

#### 1.3.2 Water Supply

- All necessary permits and fees with the township for municipal water supply hook up.
- Install a one (1) inch supply line from the Fourth Street water main to the concrete entry plaza area. Line will be approximately 300 linear feet in length. Installation should be done with the best practices for materials, depth, etc.
- Installation of curb stop and the ability to winterize necessary equipment via a self-draining mechanism or air pressure access.
- Installation of dual use water fountain suitable for human and pet usage. Water fountain will be supplied by Jackson County Parks Department.

#### 1.3.3 Concrete Work

- All necessary prep work, including soil removal, installation and compaction of fill sand



as needed.

- Installation of six (6) inch thick concrete slab per plans, including wire mesh reinforcement. Concrete is to be broom finish, with appropriate edging and tooled or cut expansion joints.

#### 1.3.4 Aggregate Walk and Paddock Area Paths

- All necessary excavation to install walk paths in three (3) locations.
- All aggregate walk paths shall be compacted or vibra-rolled upon completion.
- Restoration work along walk paths will be necessary with topsoil and seed. Work will need to be concise to minimize restoration needs.
- Lake access walk path
  - Path will be six (6) feet wide and approximately 90 linear feet in length.
  - Aggregate will be six (6) inches in depth in relation to the grade.
  - 21AA crushed limestone for the aggregate paths.
  - Geo-fabric will be placed under the aggregate for the lake access path.
- Paddock Area Aggregate Path
  - A three (3) foot wide aggregate path is to be installed along the inside of each paddock area to prevent excessive wear along the fences. The aggregate installation will be prior to fence installation.
  - Path is to be six (6) inches in depth.
  - No geo-fabric is to be installed under these paths.
  - Small breed paddock will be approximately 480 linear feet.
  - All breed paddock will be approximately 675 linear feet.

#### 4. Fencing Specifications

Commercial chain link mesh to consist of the following (or better):

- Wire mesh to be four (4) feet in height with black vinyl coating. Wire mesh is to be 9-gauge core, or better.
- Hardware to match in color and quality.



- Total of approximately 1,710 lineal feet of wire mesh.
  - 1,200 lineal feet for all breed area enclosure
  - 470 lineal feet for small breed area enclosure
  - 20 lineal for each of the two (2) double gate entry areas

Posts to be buried to a minimum of two (2) feet below grade with a minimum of 18-inch concrete footings. All posts are to be capped, and leave no exposed openings.

Top rails are to run through the post caps.

Bottom of wire mesh to be secured with high strength tension wire.

All wire ties and fasteners should be smooth and not create hazards for dogs or people.

**Gates**

- Two (2) – 42-inch self-closing gates with ADA accessible hardware at the entry to each paddock to create a double gate entry system. Total of four (4) – 42-inch gates and closers.
- Each paddock will also have a double six (6) foot maintenance gate system to create a twelve (12) foot access for maintenance needs.

Due to the nature of space usage, tolerances for openings and spaces will be minimal. All efforts shall be made to make sure installation is of the highest quality with little to no openings.

**5. Project Schedule**

1.5.1 Bidders are to include a project timeline with their bid response:

Request for Proposal Released	April 7, 2026
Pre-bid Meeting (optional) 9:30 AM/EST	April 14, 2026
Questions Due	April 16, 2026
Questions and Answers Posted	April 17, 2026
Bids Due (10:00 a.m. EST)	April 24, 2026
Contract Awarded *	May 2026

\*Pending Board approvals.

**6. Scope of Work**

Please see Attachment C for drawings and diagrams related to the work.



## 7. Contractor Responsibilities

- A. Contractor responsible for all necessary labor, equipment, and transportation and material costs incurred to fulfill contract per plans, specs and permits not specifically outlined as JCP responsibility.
- B. Contractor is responsible for thorough review and understanding of all plans, permits, and requirements outlined.
- C. Application, approval, and adherence to all necessary permits is the responsibility of the contractor. Permits include, but are not limited, Soil Erosion permitting, and any local municipal permits.
- D. Completion of necessary bid documents, in entirety.
- E. Vendor must be able to provide excavation and construction services during the hours of 7:00 am to 6:00 pm EST. It will be the Vendor's responsibility to determine shift times. Vendor may request work extended hours each day, and/or seven (7) days per week in order to ensure timely completion of the project.
- F. Vendor must supply an adequate number of personnel to complete the project by the designated deadline.
- G. Vendors and subcontractors will ensure the installation is completed in keeping with any and all manufacturers' recommendations, standards, and installation procedures.
- H. Safety Measures: Vendor shall take all necessary precautions for the safety of employees on the worksite and shall erect and properly maintain at all times, as required on job conditions and process of the work, all necessary safeguards for the protection of the personnel and public.
- I. Vendor shall be responsible for supplying and placing signage, barricades, fencing, tarps, plastic, flag tape, and other safety/traffic control equipment required to protect its employees, the public, County employees, and clients, surrounding areas, equipment, and vehicles. The flow of traffic shall not be impeded at any time during the contract. The safety and security of the Vendor's employees and the public is of prime concern to the County, and the Vendor must take all necessary steps to assure proper safety and security during the performance of the contract.
- J. Underground locating, damage, and repairs are all the contractor responsibility.
- K. Liquidated Damages: Penalties of up to \$1,000 per day may be levied for failure to complete project specs within specified schedule.



## 8. Jackson County Parks Responsibilities

- A. All necessary signage.

## 9. Product and Service Offerings

Jackson County is seeking a service provider that has the depth, breadth, and quality of resources necessary to provide tennis court restoration services. Vendors shall prepare a written bid to include, but not be limited to, the following terms and conditions:

- The Vendor will be required to furnish properly trained and equipped personnel capable of completing the project according to the information provided and specifications.
- The Vendor should be fully licensed, insured and factory trained for installation of all products.
- Proposer must include a detailed timeline from start to completion of the project described in Section 1.2 Description of Deliverables

## 10. Delivery of Services

Vendor must supply an adequate number of personnel to complete the project by the deadline. Vendor shall assure sufficient service as to provide installation and timely completion that is convenient for the County and will not interfere with normal operations.

Vendor shall supply a detailed planning process that includes a timeline of how its services will be implemented for this project. If there are services that might require a longer delivery time frame to complete the priorities identified in Section 1.2 Description of Deliverables, please denote this requirement for the respective structures in your response.

Vendor shall supply a detailed list of other venues where it has provided its services for a similar project as described in this RFP.

Permits, Licensure, and Insurance Requirements:

- Vendor must be licensed and insured.
- Vendor shall submit proof of professional license, insurance, and business license upon award.

Subcontracting: Any person undertaking a part of the work under the terms of the contract, by virtue of an agreement with the Vendor, must receive the approval of the Jackson County's Department Director or designee prior to any such undertaking. The County may terminate the contract if the subcontracting is done without this approval.



Shipping Errors: The receiving agencies have been instructed to make immediate inspection on receipt of products/services and to process payment documents promptly. Payment documents, however, will be delayed if the work fails to comply with specification requirements.

## 11. Personnel

Construction personnel assigned to this project may be a combination of full-time and part-time employees of Vendor. Vendor will pay all wages and payroll taxes as well as applicable and mandated insurances to and on behalf of its employees, including but not limited to, workers' compensation insurance. Vendor releases and agrees to hold Client harmless from any liability resulting from claims made by any of the Vendor's employees who are working or have worked to the extent not caused by Client's negligence.

Vendor shall be responsible for all matters related to screening, hiring, training, licensing, discipline, payroll/taxation, and unemployment for all of its employees and shall hold the Client harmless thereon. It is acknowledged that all personnel used by the Vendor are employees of the Vendor, whether part-time or full-time, and have no direct or indirect employment relationship with the Client.

## 12. Supervision

Vendor shall be solely responsible for the supervision of its construction personnel that it employs to provide the services required by the resulting contract. Vendor shall, as soon as safely possible, remove from service and replace any of its construction personnel that Client reasonably believes to be unqualified to perform his or her duties or is unable to perform their duties in a professional manner and properly interact with the Client's employees and the public. In the event any of the Vendor's personnel are replaced as herein provided, Vendor shall indemnify and hold Client harmless from any claims arising from the removal of any such personnel employed by the Vendor.

Vendor shall provide Jackson County Parks Department with a means of immediate communication regarding completion of the project, emergencies, or any other occasion that may arise. A cellular phone of the person(s) responsible for managing the contract must be provided.

Vendor and its employees shall keep the work area clean and free from rubbish. Vendor shall ensure that its employees do not remove any of the Client's property from the work site without the Client's written permission. In the event any of the Client's property is so removed, the Vendor shall ensure that its employee has returned any property taken unless otherwise agreed in writing. In the event the property cannot be returned, the Vendor shall be responsible for reimbursing the Client for the value of the property not returned.

## 13. Service Capabilities

Communication Plan/Contract Management



Bidders shall identify their company standards of communication as they relate to contract performance, issue management, and change management. An issue is an identified event that, if not addressed, may affect schedule, scope, service, delivery, quality, or budget. A change is identified as a change in corporate leadership, structure, merger, or acquisition.

Primary Account Representative

Bidders must identify by name and location the primary account representative and key contact who will be responsible for the performance of a resulting contract. Include name, title, address, phone number, and email address.

#### **14. Customer Service**

The County prefers that the Vendor have an accessible customer service department with an individual specifically assigned to Jackson County. Describe your company's Customer Service Department (designated customer service representative, designated delivery manager, hours of operation, number and location of service centers, regular and emergency response times, etc.)

#### **15. Pricing Schedule**

Respondents shall provide pricing on items and services they furnish on Attachment A – Pricing Sheet.

a. Vendor must complete the Public Dog Park Pricing Sheet (Attachment A).

b. Billable work will begin at time Vendor or their employee(s) arrive on County job site. County will not pay for travel time to job site.

##### **1. Payment Terms**

Bid pricing must reflect Net 30 payment terms.

##### **2. Tax Excluded from Price**

(a) Sales Tax: Jackson County is exempt from sales tax for direct purchases. The Bidder's prices must not include sales tax.

(b) Federal Excise Tax: Jackson County and local units of government may be exempt from Federal Excise Tax, or the taxes may be reimbursable, if articles purchased under any resulting Contract are used for Jackson County's exclusive use. Certificates showing exclusive use for the purposes of substantiating a tax-free, or tax-reimbursable sale will be sent upon request. If a sale is tax exempt or tax reimbursable under the Internal Revenue Code, the Bidder's prices must not include the Federal Excise Tax.

##### **3. Jackson County is interested in any other special programs and alternative recommendations that vendors may have. Please discuss these programs, such as customer employee retail**



discounts, return policies, trade-in programs allowing the return of new product not needed, quantity discounts, green product offering, Michigan made products, etc.

In addition to completing the pricing information in Attachment A, provide any additional comments regarding pricing, discounts being offered, and information on other cooperative contracts held by the Vendor.

**16. Price Assurance**

The awarded vendor agrees to provide pricing to Jackson County that is the lowest pricing available and the pricing shall remain so throughout the duration of the contract. The awarded vendor agrees to promptly lower the cost of any product/service purchased through Jackson County following a reduction in the manufacturer or publisher's direct cost. If respondent has existing cooperative contracts in place, Jackson County requests equal or better than pricing to be submitted.



## SECTION 2.0 – BIDDING, EVALUATION, SELECTION & AWARD PROCESS

This section contains key project dates and activities as well as instructions to Bidders on how to prepare and submit their bid.

ANTICIPATED TIMETABLE	
Release of RFP:	April 7, 2026
Pre-bid Meeting (Optional) 9:30 AM/EST:	April 14, 2026
Bidders Questions Due by (10:00 AM/EST):	April 16, 2026
Questions and Answers Responses Posted:	April 17, 2026
Bids Due by (10:00 am/ EST) *:	April 24, 2026

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

### 2.1 Jackson County Responsibility

Jackson County is not responsible for representations made by any of its officers or employees prior to the execution of the Master Agreement unless such understanding or representation is included in the Master Agreement.

### 2.2 Truth and Accuracy of Representations

False, misleading, incomplete, or deceptively unresponsive statements in connection with a bid shall be sufficient cause for rejection of the bid. The evaluation and determination in this area shall be at Jackson County Administrator/Purchasing agent designee's sole judgment and his/her judgment shall be final.

### 2.3 Bidders Questions

**Bidders may submit written questions regarding this RFP by e-mail to the address identified below. All questions must be received by 10:00 am EST (Eastern Standard Time) no later than April 16, 2026.** All questions, without identifying the submitting company, will be compiled with the appropriate answers and issued as an addendum to the RFP.

When submitting questions, please specify the RFP section, paragraph number, and quote the language that prompted the question. This will ensure that the question can be quickly found in the RFP. Jackson County reserves the right to group similar questions when providing answers. Questions should be addressed to:

**Email address: [purchasing@mijackson.org](mailto:purchasing@mijackson.org)**

Jackson County may modify the RFP at any time during the bid process. All changes to the RFP



will be posted under the bid number and each posting officially revises the RFP.

## 2.4 Preparation of the Bid

Each Bidder must submit a complete bid in response to this RFP. The bid must remain valid for at least 90 days from the due date for responses to this RFP.

All bids should include the following:

1. Cover Letter – introducing the vendor and providing a brief description of their experience in providing the services being requested in the RFP.
2. Summary – briefly outlining the vendor’s response to the RFP, their qualifications, and other pertinent information to assist the evaluation team in evaluating the vendor’s bid.
3. Vendor’s response to the Scope of Work outlined in Section 1 of the RFP.
4. A detailed timeline from start to completion of the project as described in Section 1.2 Description of Deliverables.
5. Companies which will be providing the services required in the RFP and identifying any subcontractors (if known) which will be used.
6. Point of contact for RFP clarification or additional information.
7. Person authorized to legally obligate the vendor.
8. Contact information to include name, address, phone, fax, and/or email.
9. Vendor’s experience - Given the project objectives, the firm should demonstrate an established competence with respect to providing excavation and construction services. The firm should list at least five (5) references from County or other governmental entities within the State of Michigan.
  - a. Bids should include in this section a listing of qualifying experience, including the name of the County or governmental entity and the number of years of providing service to that entity. Additionally, include the name, address, and phone number of the official responsible for the client organization who may be contacted.
10. Vendor’s Insurance Requirements - Vendor’s Insurance Requirements – Vendor shall furnish Jackson County with certificates of insurance indicating proof of insurance and level of insurance in the following areas:
  - a. Workers ‘ Compensation



- b. Employer's Liability
  - c. Commercial General Liability (or Comprehensive)
  - d. Motor Vehicle Insurance
11. Indemnification - The vendor shall hold harmless, defend, and indemnify Jackson County, its officers, and employees, from all claims of bodily injury, including death, and property damage arising from or alleged to be caused by the vendor's acts or omissions related to the performance of the contract.
  12. Billing Procedures - The vendor will describe their firm's billing procedures in detail. The bid should include a sample invoice and detailed explanation.
  13. Company Profile (Section 3.1).
  14. References (Section 3.2).
  15. **Attachment A – Pricing** – The Bidder will be required to complete the pricing form and identify a Primary Account Representative.

## 2.5 Bid Submission Deadline

**The Deadline for receipt of Bids is: April 24, 2026, 10:00 AM EST (the "Due Date").**

1. Submit an electronic version of your Bid to Jackson County via email: [purchasing@mijackson.org](mailto:purchasing@mijackson.org) not later than **10:00 a.m. on April 24, 2026**. Jackson County has no obligation to consider any bid 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. Bids will not be accepted via U.S. mail or any other delivery method.
2. APPLICANTS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "RFP – JC-912-022326" with *Company Name*, and "message 1 of 3" as appropriate if the bid consists of multiple emails. Note: All e-mails from a Bidder must be received by Jackson County by the stated time and date in order for the bids to be deemed submitted on time.
3. No Bid may be withdrawn after the deadline for submission.

## 2.6 Adherence to Mandatory Requirements (Pass/Fail)

Jackson County Administrator or designee shall review Section 3.0 Bidder Information and determine if the Bidder meets the minimum requirements as outlined in this RFP.

Failure of the Bidder to comply with the minimum mandatory requirements may eliminate its bid from any further consideration. Jackson County may elect to waive any informality in a bid if the sum and substance of the bid is present.



## 2.7 Evaluation Process

All bids will be reviewed for compliance with the mandatory requirements stated within this RFP. Bids not meeting the mandatory requirements will be deemed non-responsive and eliminated from further consideration. Jackson County may elect to waive any informality in a bid if the sum and substance of the bid is present.

- A. Jackson County may contact the Bidder for clarification of the Bid.
- B. Jackson County may use other sources of information to perform the evaluation.
- C. Jackson County may require the Bidder to submit additional and/or supporting materials.

Responsive bids will be evaluated on the factors identified in this RFP. The Bidder(s) whose bid is advantageous to the County, taking into consideration the evaluation factors, will be recommended for award approval.

Pursuant to Jackson County Purchasing Policy, when buying supplies, materials, equipment and services, preference shall be given to vendors located within Jackson County whenever substantially equivalent quotes or bids are received.

After a prospective vendor has been selected, Jackson County and the prospective vendor(s) will negotiate a Master Agreement. If a satisfactory Master Agreement cannot be negotiated, Jackson County may, at its sole discretion, begin negotiations with the next qualified bidder who submitted a bid.

## 2.8 Evaluation Criteria

1. Evaluation Factors for Statement of Work/Description of Estimated Timeline for Completion of Project - 30 points
2. Company Profile (Section 3.1) and References (Section 3.2) and Experience - 30 points
3. Pricing (Attachment A) - 40 points

The County is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As a result, the lowest price bid does not guarantee an award recommendation. Award will be made to the bidder that is deemed to best serve the interest of Jackson County Parks. Experience with similar projects, past project performance and documented experience providing similar, high-quality work will be heavily weighted.

## 2.9 Optional Tools to Enhance Evaluation Process

Jackson County during the evaluation of bids may find it necessary to utilize one or multiple tools, as listed below, to facilitate their understanding of the bid(s) in order to select the best offering to Jackson County:



- Clarifications
- Deficiency Report
- Oral Presentation
- Site Visit

## **2.10 Jackson County Option to Reject Bids**

Jackson County may, in its sole and absolute discretion, reject any or all bids submitted in response to this RFP. Jackson County shall not be liable for any costs incurred by the Bidder in connection with the preparation and submission of any bid. Jackson County reserves the right to waive inconsequential disparities in a submitted bid.

## **2.11 Freedom of Information Act**

This contract and all information submitted to Jackson County by the Contractor and Bidders 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 bid, which are actually trade secrets, confidential, or proprietary in nature. A blanket statement of confidentiality or the marking of each page of the bid 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."

## **2.12 Contacts with Jackson County Personnel**

All contact with Jackson County regarding this RFP or any matter relating thereto must be in e-mailed as follows:

**Email address:** [purchasing@mijackson.org](mailto:purchasing@mijackson.org)

If it is discovered that a Bidder contacted and received information regarding this solicitation from any Jackson County personnel other than the Procurement Contact, Jackson County, in its sole discretion, may disqualify its bid from further consideration. Only those communications made by Jackson County in writing will be binding with respect to this RFP.

## **2.13 Final Agreement Award Determination**

Jackson County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one



or more bids, the terms of any resultant agreement(s), and the determination of which, if any, bid(s) best serves the interests of Jackson County.

#### **2.14 Statutory Requirements**

The contractor and all subcontractors must comply with all requirements of 1976 PA 453 (Elliott-Larsen Civil Rights Act), the 1976 PA 220 (Persons with Disabilities Civil Rights Act), and Executive Directive 2019-09, as amended. In accordance with these laws, all contracts the grantee enters into must contain a covenant by the contractor and any subcontractors not to discriminate against an employee or applicant for 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, partisan considerations, or a disability or genetic information that is unrelated to the individual's ability to perform the duties of a particular job or position.



### SECTION 3.0 – 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-JC-912-022326.
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. The undersigned agrees to the following terms, conditions, certifications, and requirements found on the County's website:
  - 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. Pricing: In cases where discrepancies are found on the pricing sheet when computing the total amount on the price sheet, the unit price shall prevail.
9. Duplicate Bids: No more than one (1) bid from any Respondent, including its subsidiaries, affiliated companies, and franchises will be considered by the County. In the event multiple bids are submitted in violation of this provision, the County will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.



10. Procurement Policy: Procurement for Jackson County will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of Jackson County.
11. Bid Signatures: Bids must be signed by an authorized official of the Respondent. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the County if the Respondent is determined to be the lowest responsive and responsible bidder. The resulting contract is not binding until fully executed should the contract require County Board approval.
12. Contract Award: Jackson County reserves the right to award by item, group, or total to the lowest responsive, responsible Respondent. The apparent successful Respondent will be notified at the earliest possible date of the recommendation to award a contract. Award decisions are subject to approval by the County Board, and the resulting contract is not binding until the contract has been fully executed.
13. 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.
14. 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.
15. Contract Term: The contract shall be for the term of the entire project construction until such time that a certificate of final completion has been issued. After a final award and full execution of the contract has occurred, the Contractor must complete said Agreement.
16. Liquidated Damages: Liquidated damages of \$1,000 per day may be assessed for each calendar day beyond the stipulated date for substantial completion. The project shall be deemed to be substantially complete when all major work items contained in this contract are delivered, installed, and functional, with only minor punch-list items remaining.
17. Estimated Quantities: The quantities shown are estimates only, for the purpose of comparing bids and the County reserves the right to increase or decrease amounts as circumstances may require.



18. Equals: Bids submitted as alternates, as “equals,” or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. The County reserves the right to expect and require complete compliance with the brands, specifications, and conditions of the plans and specifications; and the County has the sole right to determine what constitutes an equal for substitution.



### 3.1 Company Profile

Official Name of Bidder:		Type of Entity/Organization (check one): <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Individual <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other: _____
Street Address:		
City:		
State:	Zip Code:	
Website:		
Primary Contact Name:		
Primary Contact Phone Number:		
Primary Contact Email Address:		
Company's Dun & Bradstreet (D&B) number and/or CCR number:		
Has your company been debarred by the Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company been debarred by State Governments? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Brief history of your company, including the year it was established:		



### 3.2 References

Provide a minimum of five (5) customer references for products and/or services of similar scope within the past 5 years.

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Description of Services:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Description of Services:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Description of Services:	



Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Served:
Description of Services:	



## ATTACHMENT A – PRICING

RFP JC-912-022326

Public Dog Park

**Failure to complete this form may result in your Bid being deemed non-responsive and rejected without further evaluation.**

It is the preference of JCP to award the project to one or more contractors, and preference will be given to responses offering bid pricing for the project. Scopes of work may be awarded individually, i.e., fencing, concrete, etc.

Jackson County reserves the right to make one total award, one award for each section, multiple awards, or a combination of awards, and to exercise its judgment concerning the selection of one or more bids, the terms of any resultant agreement(s), and the determination of which, if any, bid(s) best serves the interests of Jackson County

1. The bid must remain valid for at least 90 days from the due date for responses to this RFP.
2. Complete and submit this price sheet with the bid response.

BIDDER NAME:	
BID SUBCATEGORIES	PRICE
Site Work/Excavation & Grading/Base Prep including trucking and disposal of spoils, washed and screened fill sand, topsoil, seed and straw coverage	\$
Installation of water line, curb stop and winterization, dual use water fountain	\$
Installation of 6 " concrete slabs including wire mesh reinforcement, prep work to remove soil, cutting of existing asphalt and removal. Concrete with broom finish, with appropriate edging and tooled or cut expansion joints.	\$
Excavation to install walking paths in 3 locations, path to be compacted or vibra-rolled,  Lake access path – 21AA crushed limestone, 6' wide and 90 lineal feet in length, aggregate 6" in depth in relation to grade, geo-fabric placed underneath aggregate  Paddock area path – 3' wide aggregate path installed along inside of each paddock prior to fence installation, 6" in depth, no geo-fabric underneath aggregate paths. Small breed paddock is approx. 480 linear feet. All breed paddock is approx. 675 linear feet.	\$
Installation of commercial chain link mesh fence, 4' in height with black vinyl coating. Wire mesh to be 9-gauge core or better. Hardware to match in color and quality. Approx. 1,880 lineal feet of wire mesh – 1,100 lineal feet for all breed and 650 lineal feet for small breed enclosures. 65 lineal feet for each of two (2) double gate entry areas.  Posts buried to minimum of 2' below grade with minimum 18" concrete footings. Posts are to be capped, no exposed openings. Top rails to run thru post caps. Bottom of wire mesh secured with high strength tension wire. All wire ties and fasteners to be smooth and non-hazardous to dogs/people.	\$



Gates – two (2), 42” self-closing gates with ADA accessible hardware at the entry to each paddock to create double gate entry system. Total of four (4) – 42” gates and closures. Each paddock will have a double 6’ maintenance gate system to create 12’ access for maintenance needs.	
	\$
	\$
	\$
Miscellaneous Costs (please describe):	
	\$
	\$
	\$
<b>TOTAL BID PRICE:</b>	\$

Primary Account Representative: Please identify by name and location the primary account representative and key contact who will be responsible for the performance of a resulting contract. Include name, title, address, phone number, and email address.	
Name:	Title:
Address:	Phone Number:
	Email Address:



## ATTACHMENT B – INSURANCE REQUIREMENTS

The Contractor, at its own expense, shall provide insurance coverage along with a certificate naming the County as an insured party for the project and scope of work. The following specific conditions shall apply:

Prior to the commencement of activities, such vendors shall provide a Certificate of Insurance with the following provisions.

Certificate Holder: County of Jackson  
County Administrator/Controller's Office  
6th Floor  
120 West Michigan Avenue  
Jackson, Michigan 49201

The foregoing is considered minimum acceptable coverages and limits. For specific circumstances, determined solely at the option of the County of Jackson and its boards, commissions, or agencies, other insurance coverages or higher limits of liability, may be required.

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:

- a. Claims under Workers' Compensation acts and other employee benefit acts.
- b. 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.
- c. Claims for damages under any provision of the Michigan No-Fault law
- d. Other insurance as may be required at the request of Jackson County
- e. Prior to the commencement of any activity, and during the entire duration of the contract, the contractor(s) shall provide a Certificate of Insurance with the following minimum coverage and provisions.
- f. Workers' Compensation Insurance: including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
- g. 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. 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, if not already included: (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions.



- h. Motor Vehicle Liability: including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- i. Additional Insured: Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating that the following shall be Additional Insured: The County of Jackson, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof.
- j. 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: (Name and address of responsible party)."

All contractors and subcontractors hereby agree to the following indemnification and hold harmless agreement:

To the fullest extent permitted by law, contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the County of Jackson, its elected and appointed officials, employees and volunteers 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 the County of Jackson by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of any and all work performed by the contractor.



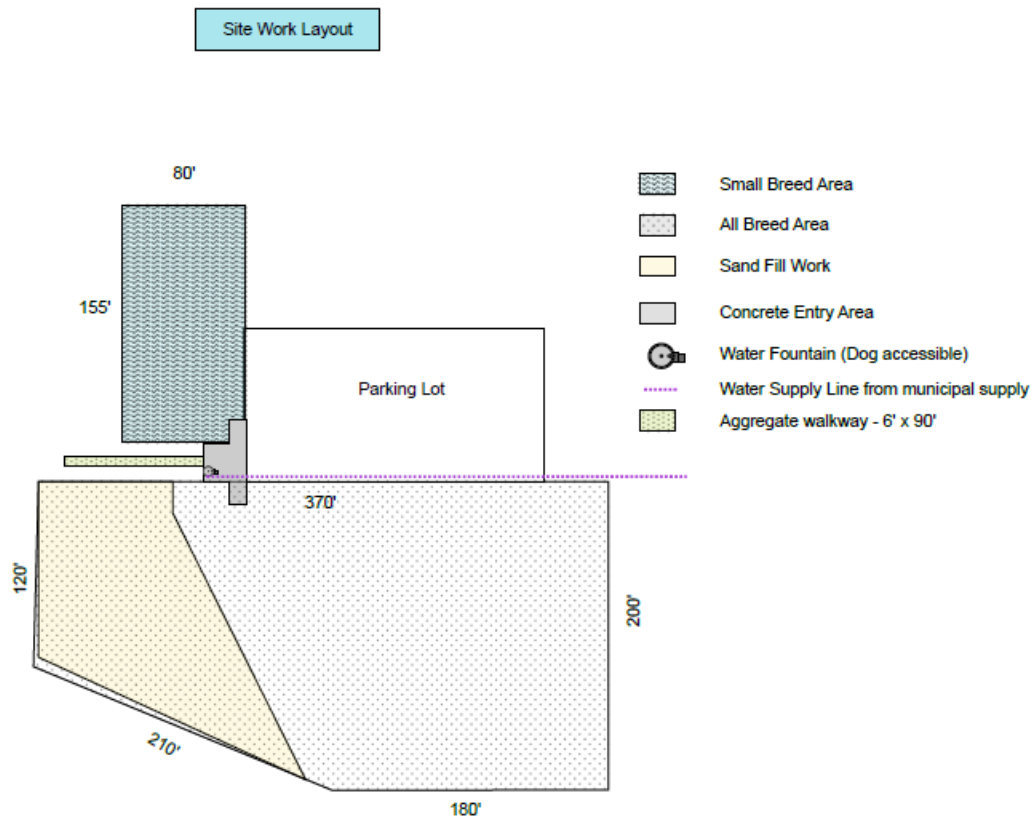
## ATTACHMENT C – DRAWINGS AND DIAGRAMS

### Vandercook Lake Dog Park Aerial Layout



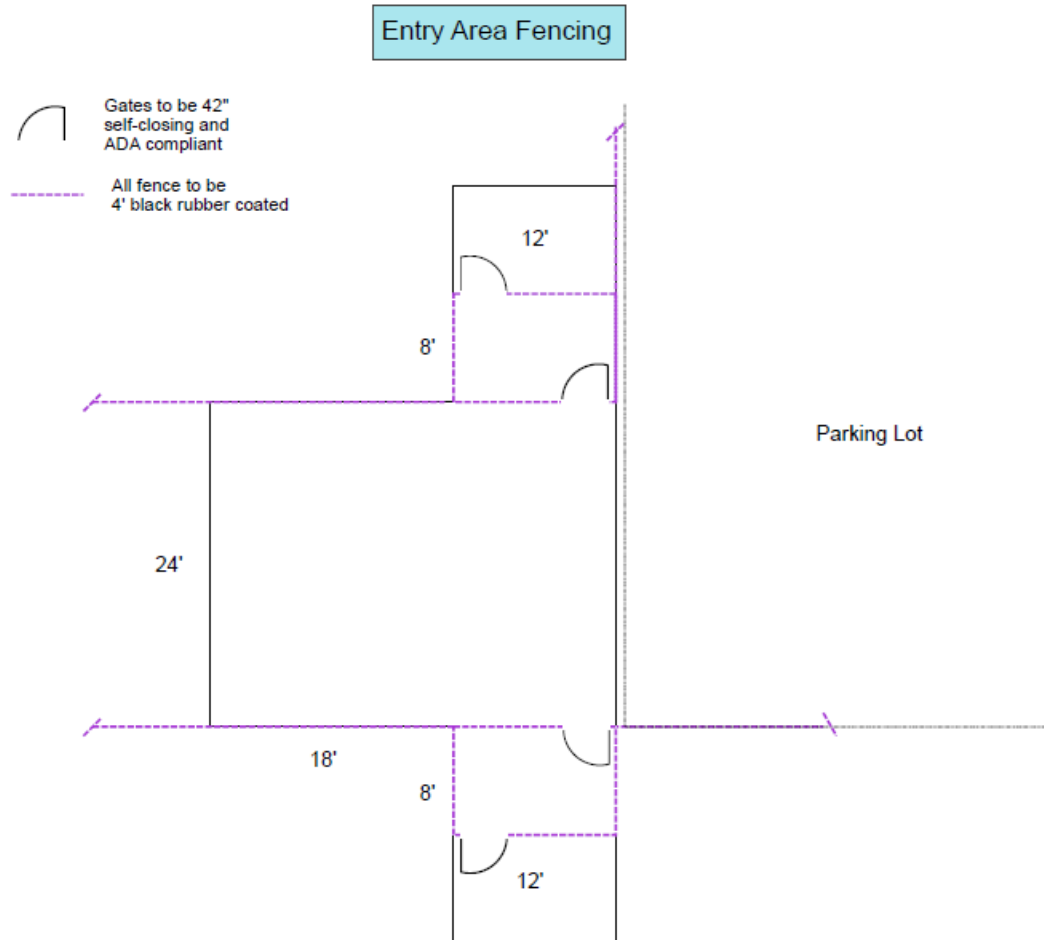


## Vandercook Lake Dog Park – Site Work Layout



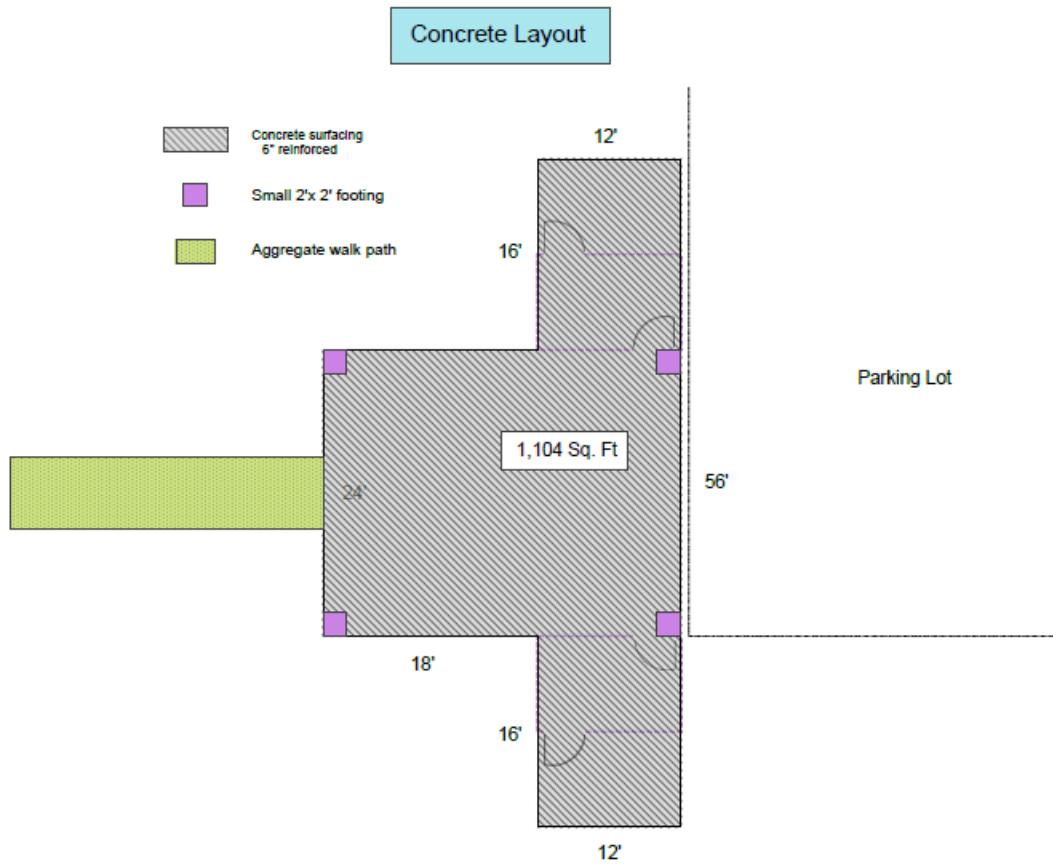


## Vandercook Lake Dog Park – Entry Area Fencing Layout





## Vandercook Lake Dog Park – Concrete Layout





## Vandercook Lake Dog Park – Fencing Layout

