



City of Rochester Hills  
Solicitation for Quotation  
Sandblast and Paint Wrought Iron Entrance Gate  
and Fencing at Van Hoosen Cemetery  
SFQ-RH-13-053

**Dated: August 15, 2013.** The City of Rochester Hills is accepting quotations from qualified firms to provide all materials, labor and surface preparations required to sandblast and paint the Van Hoosen Cemetery Wrought Iron Entrance Gate and paint the fence row to the east of the driveway. The Vendor shall provide all necessary equipment, materials, supplies, necessary insurance, expertise, trades, supervision and competent, suitable and qualified personnel to perform the work required.

If you are interested in providing a quotation, please fill in the following information and mail, fax or submit online via the MITN system no later than the due date of Thursday, August 29, 2013 at 5:00 p.m. All quotations should be directed to the attention of: Lisa Cummins, CPPB, Senior Purchasing Analyst, Phone 248.841.2537; Fax 248.608.8178; [cumminsl@rochesterhills.org](mailto:cumminsl@rochesterhills.org) City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

In order for contractors to become familiar with the scope of work specified, the condition of the work surfaces, adjoining areas to obtain measurements, and the work to be performed according to the contract and specifications the site is open to the public and available for Vendors to visit daily from the hours of 8:00 a.m. to Dusk. It shall be the responsibility of the Contractor to determine and provide all materials required and incorporate all such items in their cost quotation.

The City of Rochester Hills officially distributes bids, requests for proposals and quotation documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of quotation documents obtained from any other source are not considered official copies. Only those vendors who obtain quotation documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting [www.mitn.info](http://www.mitn.info) to link to the MITN website. Final quotation results will be posted on the MITN website after award.

As this quotation is being made available by electronic means, the proposer accepts full responsibility to ensure that no changes are made to the quotation documents. In the event of conflict between a version of the quotation submitted by proposer and the version maintained by the City of Rochester Hills Purchasing Division, the version maintained by the City of Rochester Hills Purchasing Division shall govern.

The submission of a quotation hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered, and the character, quantity and quality of the work to be performed.

The quotation for this work must cover all contingencies, including all labor and material, scaffolding, equipment, rigging, tools, transportation, etc., necessary for the complete service on everything described, shown or reasonably implied herein. These specifications include all labor, materials, equipment, etc., necessary to perform the services.



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The City will thoroughly review all quotations received. Criteria that will be used and considered in evaluation for award are set forth in this document. A purchase order/contract will be awarded to a qualified vendor submitting the best quotation. The quotation award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, comparable projects, methodology, turnaround time or capacity, may be overriding factors. The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed equipment/services which best meets its required needs, quality levels and budget constraints.

**Definitions.**

1. Owner or City shall refer to the City of Rochester Hills.
2. Service Company, Vendor, Contractor or Proposer shall refer to the company providing a bid, quote or proposal for the work outlined in the specifications.

**Proposer Qualifications.**

As a prerequisite to any award, the Vendor shall provide the following information, as a minimum standard, to be considered a qualified service provided under this specification. The information shall be included on the quotation as indicated.

1. The Vendor shall have a minimum period of five (5) years experience in the field of exterior painting.
2. The Vendor shall have adequate personnel to perform the services as indicated in the specifications.
3. The Vendor shall possess appropriate equipment to perform the requested services.

**Scope of Work.**

The City of Rochester Hills is accepting quotations from qualified firms to provide all materials, labor and surface preparation required to sandblast and paint the Wrought Iron Entry Gate at the Van Hoosen Cemetery and paint the fencing located east of the driveway. There are rings, or circles located along the bottom part of the gate that will need to be removed by either a cutting or grinding method. These rings are not intended to be reinstalled on the gate. The rings along the top part of the gate are to remain. The Vendor shall provide all necessary equipment, materials, supplies, necessary insurance, expertise, trades, supervision and competent, suitable and qualified personnel to perform the work required.

The term "paint" as used herein includes enamels, paints, stains, weatherproofs, sealers, fillers, emulsions and other coatings whether used as prime, intermediate or finish coat.

1. Contractor shall provide exterior painting services.



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2. Prior to commencement of work, the Contractor shall furnish MSDS sheets for all chemicals to be used in the performance of the scope of work to Bob White, or his designee, for approval.
3. The Contractor shall confine his/her work to the area assigned in this project. The Contractor will be responsible for repairing any damage to any area not considered as part of the work. The City will not be liable for damage to property due to the Contractor's negligence.
4. Workers shall not disturb the normal operations of the buildings under these specifications.
5. Contractor will notify the City's Authorized Representative of observed damages prior to painting. Failure to report any damages before painting may result in the Contractor being held responsible for such damages.
6. Contractor is responsible for measurements of all areas to be painted.
7. It shall be the responsibility of the Contractor to determine quantities of any special materials required and incorporate any such items in his/her cost.
8. The Contractor shall furnish all supervision, labor, insurance, materials, tools, supplies and services necessary to perform the services. The Contractor shall employ only persons who are skilled in the work to be performed. The Contractor is responsible for providing proper equipment and trained personnel to thoroughly paint and prepare surfaces, including ladders, power lifts, scaffolding or other such equipment as necessary to execute the requirements of this contract. Under no circumstances shall any tools of any kind or materials being used be left unattended.
9. It will be the responsibility of the Contractor and Contractor's Employees to utilize proper methods to complete all work properly in conjunction with descriptions contained in the Scope of Work to ensure that all operations are completed successfully. Improper methods will result in a poor product, and be cause for the Contractor's Employees to redo the work.
10. Workers shall NOT "reach" when trying to paint where a potential fall may occur. Workers shall use a ladder or scaffold or other means to safely paint the surfaces. Walking or stepping on furniture or shelving is strictly prohibited.
11. Care must be taken to keep ingress and egress unobstructed.
12. Delivering and Staging of Equipment and Materials.
  - a. Materials and equipment needed for the project may be stored on-site at Contractor's sole risk.
  - b. Public health and safety related to delivered and stored materials is the sole responsibility of the Contractor.
  - c. All paint and coatings are to be delivered unopened to the job site in the manufacturer's original containers.
  - d. All paint splatters, contaminated rags and debris shall be removed daily.
  - e. Remove from City facilities all materials, tools and equipment immediately after completion of the project.
13. Protection Areas.
  - a. Contractor shall take necessary precaution to cover surrounding areas so as to not damage floors, carpets, doors and furniture, plantings, etc. with unwanted paint.



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- b. Ensure that all appropriate measures are taken to fully protect all surfaces, persons and adjacent areas before, during and after the work, including, but not limited to: walls, wall coverings, floors, millwork, hardware, office equipment, furnishings, ceiling, articles, person, vehicles, property that in, near or within sphere that could be affected by the work; weather elements, such as: sun, wind, rain, humidity and outside forces.
  - c. Post all appropriate signs and barricades where applicable prior to any work being performed.
  - d. Remove the protective materials immediately after the final painting has been completed in a given project area.
  - e. The cost to protect areas is at the Contractor's sole expense.
14. Removing and Disposing of Existing Materials
- a. The Contractor is responsible for the safe disposal of all materials used in this project in accordance with EPA guidelines and regulations.
  - b. The Contractor is responsible to remove and dispose of the decorative rings located along the bottom of the gate.
15. Contractor shall be responsible for all prep work.
- a. All prep work shall be inspected by the City's Authorized Representative prior to application of finishes.
  - b. All areas shall be primed.
  - c. Primer shall be of a galvanizing compound for iron and steel containing 95% zinc metal that is rust-resistant.
  - d. Prime and paint all surfaces, as identified.
16. Surface Preparation.
- a. It will be the responsibility of the Contractor to adequately prepare all surfaces, to fix imperfections, patch as necessary, wash walls prior to painting, and sand where necessary.
  - b. All rust areas shall be cleaned down to bare metal by using a grinding, sand blasting, sanding wheel method.
  - c. Clean all surfaces before applying paint, remove all dirt, dust, grease or oil by thoroughly washing with an appropriate detergent cleanser.
  - d. Rinse off soap residue with clean water.
  - e. Always wash walls from the bottom washing upward.
  - f. Any loose or flaking paint must be removed and the edges feather sanded to produce a smooth uniform surface.
  - g. Glossy surfaces must be dulled by sanding.
  - h. Surfaces must be clean, dry and appropriately prepared.
  - i. Scrape all loose and flaking paint from the entire exterior.
  - j. Where applicable, use pressure washer accompanying the use of algaecides and/or detergents to achieve a clean surface. All algae and mildew must be removed.
17. Surfaces to be painted are exterior surfaces.
18. Paint to be Sherwin Williams paint that is to be used for wrought iron applications and provides coverage in areas that are exposed to outdoor conditions, including snow, rain, salt, etc. Color is to



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be black. Marine Paint is acceptable. Vendor is required to provide paint specification sheet with their quote response the application bulletin for the paint(s) proposed for this project. The City may require two (2) additional gallons of paint to be provided to the City for its use for future touchup or repairs.

19. At its option, the City of Rochester Hills may select to provide the paint.
20. All paint recommended by the Contractor must meet with the approval of the City prior to application.
21. Contractor may be required to remove certain hardware and hardware accessories, plates, machined surfaces, lighting fixtures and similar items in place that are not to be painted, or provide surface protection prior to surface preparation and painting, as directed by the City's Authorized Representative.
22. All pre-finished surfaces such as light fixtures, ventilators, etc., that are not to be painted shall be cleaned to remove all dirt, etc. Following completion of the painting operations in each space or area, reinstall the items to match their original condition.
23. Painting Surfaces
  - a. Ensure that surfaces have been properly prepared, primed and receive a sufficient number of coats with the end result of a smooth, even, professional looking finish.
  - b. Apply multiple coats if needed and as necessary to achieve a uniform even look.
  - c. Ensure proper ventilation at all times and that no potential known fire hazards exist.
  - d. Contractor shall follow all paint manufacturers specifications, instructions, recommendations; and application temperature and humidity.
  - e. Ensure that there is uniformity and conformity of direction.
  - f. Painting of conduit is acceptable.
  - g. Remove immediately all excess paint from all areas and ensure that its removal causes no damage to any surfaces.
  - h. Drips, spillage and any overspray shall be removed by the Contractor as determined by the City's Authorized Representative.
24. Cost Proposals for Work:
  - a. Contractor shall provide a firm fixed cost of the work to be performed including number of workers, estimated number of hours, and cost of materials and supplies (including brand and paint finish).
  - b. Contractor shall not commence with work until written approval to proceed is received from the City.
  - c. All colors to be selected by the City.
25. Contractor must, prior to any services, contact Bob White, or his designee, **seven (7) days** in advance at 248.656.4658, or by fax 248.656.4670; failure to contact may result in the unavailability of access to certain City properties.
  - a. Contractors must present themselves to the City's representative each day that work is performed and indicate where the work is to be performed.
    - i. Contractor may be required to sign in and sign out each day, indicating date and time.



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- ii. At the end of each day on site, Contractor's representative must identify areas serviced; City's representative to conduct an inspection on a daily basis, or at a frequency at the discretion of the City.
26. Work start and completion dates shall be strictly adhered to. If the contractor fails to commence work at a mutually agreed upon time, after two no-shows will be considered in default.
27. Effect repairs for any defective work within five (5) business days after final inspection.
28. Upon completion and final acceptance of work, the Contractor will promptly remove from the premises all ladders, leftover materials, paint cans, rubbish accumulated during the work and any other equipment. The premises will be left in a clean and neat condition.
29. The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.
30. City Offices may remain operative during the work, should an emergency occur, the contractor **may** have to cease all work until the emergency is over, or as directed by the City's Authorized Representative to continue with the work.

**Selection Process.**

City will review all quotations received and will utilize its best judgment in awarding a contract/purchase order to a qualified vendor. The City of Rochester Hills reserves the right to select, and subsequently recommend for award, the proposed services which best meets its required needs, quality levels and budget constraints.

The City of Rochester Hills is not required to accept the lowest quotation in all or in part. The award will not be based solely upon cost, but will be evaluated based upon criteria formulated around the most important features of the services, of which qualifications, experience, comparable projects, methodology, turnaround time or capacity, may be overriding factors. The evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

The vendor selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to:

**1. Experience/Qualifications.**

Proposing on this contract shall be limited to individuals, partnerships and corporations actively engaged in the field of exterior painting. Proposers shall demonstrate competence, experience and financial capability to carry out the terms of the contract. Experience in painting of bare metal in exposed weather conditions is preferred.

**2. Capacity.**





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The Service Company should clearly identify all available resources within the company and equipment available. Proposers should clearly identify all work that will be subcontracted to others. Provide the number of full-time and part-time employees.

**3. Service.**

Proposers shall demonstrate their ability to service the City within the appropriate time necessary to ensure services are completed on a timely basis. Provide the company's method of approach or work plan summary to meet the City's needs for the scope of work specified.

**4. References.**

Provide a list of comparable projects that have been successfully completed. Include municipal related work as well as private sector references.

**5. Cost.**

Cost proposals per Proposal Form. Fee schedule shall include pricing for all services that may be incurred.

**General Conditions.**

No quotation will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any previous contract with the City of Rochester Hills.

No quotation will be allowed to be withdrawn after it has been deposited with the City of Rochester Hills, except as provided by law. All vendors are held to prices proposed for 90 days or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

Any deviation from the scope of work must be noted in the quotation.

Appropriate insurance coverage shall be maintained during the length of the contract. The successful proposer shall hold the City harmless and provide a signed Hold Harmless agreement, acceptable to the City, prior to the award of the contract.

The response to follow the format outlined in this quotation.

It shall be the vendors' responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all bidders shall be bound by such changes or addenda. Addendums will be posted on the MITN system.



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The City reserves the right to split or abstract any or all quotations and award multiple contracts for the same quotation, based on price, availability and service when it best serves the City of Rochester Hills.

The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.

Supplemental information may be attached.

All information requested herein should be submitted with the quotation; failure to do so may result in rejection of the quotation as non-responsive and/or incomplete.

No contract will be automatically renewed at the end of any contract term. Additional costs for varying fuel charges will not be allowed for the term of this contract.

**Award of Purchase Order.**

The City reserves the right to reject any and all quotations, and to waive any defect or irregularity in the quotations. The City reserves the right to accept and separate items in the quotation and to accept the quotation that, in the opinion of the City, is to the best advantage and interest of the public it serves.

The quotation will be awarded to that responsible, responsive vendor whose quotation, conforming to this solicitation, will be the most advantageous to the City, with qualifications, experience, comparable projects, work plan and price considered in the evaluation process and award of a contract.

**Invoices and Payment Terms:**

Electronic transfer of funds is available and encouraged for payments on City contracts.

All invoices, packing lists and correspondence associated with a purchase should reference the purchase order number.

Invoices for services shall include the following:

- Purchase order number
- Individual site location
- Date of service
- Description of services performed must be identified
  - Inspection
  - Maintenance
  - Repair





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- Any combination of the above

Invoices shall be submitted to the City of Rochester Hills Accounts Payable Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309. Payments will be mailed within thirty (30) days of the receipt and acceptance of merchandise or services rendered and properly completed invoice. Partial payments are not authorized on individual written purchase orders issued for this procurement. Advanced payments will not be authorized.

Payment will be made after the merchandise and/or services have been:

- Received or completed in full
- Inspected and found to comply with all specifications and be free of damage or defect
- Properly invoiced.
- Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to."
- All payments will be mailed; Contractors cannot pick-up checks for services rendered.

**Taxes.**

The City of Rochester Hills is exempt from all sales, excise and transportation taxes; do not include such taxes in the quotation figures. Any unit prices in the quotation shall be exclusive of all such taxes, and will be so construed. The City will furnish the successful vendor with a tax exemption certificate when requested.

**No Exclusive Contract/Additional Services.**

Contractor agrees and understands that the contract shall not be construed as an exclusive agreement and further agrees that the City may, at any time, secure similar or identical services at its sole option.

**Additional Work.**

Work will only be performed with the City's written authorization within the time period agreed upon between the City and the selected Contractor. Upon authorization, actual work will not exceed the successful vendor's estimate. Unreasonable estimates will be deemed cause to terminate this contract.

The Contractor shall be available, at no additional charge to the City, for consultation regarding design changes, equipment selection, site visits, meetings, estimates and/or quotes. Man hours paid under this contract will be only for productive hours. The cost for work will be in hourly rates.

In the event additional work is required, Vendor shall present to Bob White, or his designee, a Change Order outlining the scope of additional work and related costs prior to commencement of the work. No additional  
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work shall be performed without prior approval of a Change Order by the Mayor of the City of Rochester Hills.

**Fiscal Non-Appropriation Clause.**

In the event sufficient budgeted funds are not available for a new fiscal period, the City shall notify the vendor of such occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the City.

**Bankruptcy or Insolvency.**

In the event bankruptcy proceedings are commenced by or against the awarded Vendor or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, the City shall be entitled to terminate without further cost or liability. The City may cancel the Agreement/Contract or affirm the Contract and hold the Vendor responsible for damages.

**Michigan Freedom of Information Act (FOIA).**

All costs incurred in the preparation and presentation of this quotation, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Rochester Hills unless requested otherwise at the time of submission. Michigan FOIA requires the disclosure, upon request, of all public records that are not exempt from disclosure under Section 13 of the Act, which are subject to disclosure under the Act. Therefore, confidentiality of information submitted in response to this Quotation is not assured.

**Material Safety Data Sheets.**

Vendor must provide Material Safety Data Sheets (MSDS) for each chemical applied under these specifications.

**Workmanship.**

The awarded vendor will ensure a timely completion of assignments. Each job assignment will be completed in a satisfactory condition. All work shall meet with the approval of the City's authorized representative, as conforming to the provisions and requirements of this contract. The Vendor will provide all necessary equipment; and competent, suitable and qualified personnel to perform the work required.

**Warranty.**



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The Contractor shall warrant all painted surfaces for a period of two (2) years against cracking, peeling and blistering, excessive chalking or dusting, softness or tackiness, noticeable streaking or discoloration and irregular sheen change.

**Correction of Work.**

The successful proposer will promptly correct all work rejected by the City as faulty, defective or failing to conform to this specification whether observed before or after substantial completion of the work, and whether or not fabricated, installed or completed. The successful proposer will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the City and the selected proposer.

For problems or deficiencies of significant importance or of a continual nature, a time period of compliance shall be established after discussion and mutual agreement. Failure of the Contractor to correct the deficiencies within the time period agreed upon shall constitute cause for termination of the services and/or withholding of payment.

In the case of any discrepancies, the subject shall be referred to the City for decision and the City's decision shall be binding; and without such decision, adjustment shall not be made by the Contractor save at his own risk.

**Safety.**

The Contractor shall assure that its employees have received safety training.

All work shall be done in compliance with all applicable local, State and Federal laws, rules, regulations, zoning ordinance, as well as OSHA and MIOSHA guidelines in effect at the time of the award of the contract. All licenses required by the State of Michigan, and/or the City of Rochester Hills, which are necessary to perform this work, must be obtained prior to the award of a contract.

**Damages.**

The Contractor shall take all necessary measures to prevent damage to City buildings and grounds. The Contractor shall be responsible for damage to the City's premises that may be caused by his/her work. Should damage occur as a result of the Contractor's work, the Contractor is responsible for the repair and/or replacement of the damaged area. Otherwise, the City shall repair and/or replace the damaged area and charge the Contractor or deduct the amount from the Contractor's payment.

**Termination.**



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The City of Rochester Hills reserves the right to terminate the contract without penalty upon thirty (30) days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City of Rochester Hills will be solely responsible for determining acceptable performance levels. The City of Rochester Hills reserves the right to re-award the contract to the second most qualified quotation, re-solicit the contract or do whatever is deemed to be in its best interest.

**Subcontractors.**

The proposer shall not subcontract any or all portions of the work unless the City grants prior written approval. Any subcontractor, as approved, shall be bound by the terms and conditions of this contract.

All Contractors and subcontractors performing services for the City are required and will comply with all Occupational Safety and Health Administration (OSHA), State and City Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around the work site area under this contract.

All Contractors and subcontractors shall perform all work in accordance with applicable local, State and Federal laws, rules, regulations, zoning and building codes, as well as M.I.O.S.H.A. guidelines in effect at the time of this project. The Contractor shall provide for the protection of the public, City employees, and the Contractor's own workers from work related hazards. Contractor shall also provide notification to the City Representative and personnel directly affected by the work of any potentially dangerous situations. In the event of an emergency affecting the safety of persons or property, the Contractor shall act immediately to prevent threatened loss or damage. The Contractor shall immediately stop any activity or operation affecting safety until the situation(s) is corrected.

**Assignment.**

This agreement shall be binding on the parties and their heirs, successors and assigns. Neither party may assign, transfer or subcontract its interests, in whole or in part, without first obtaining the written prior approval of the City of Rochester Hills before any consent is given, the successful vendor and its assignee shall bring current all monies owing to the City. No consent shall be given by the City unless the assignee agrees to be liable for any payment outstanding on this agreement at time of assignment.

**Scheduling of Work.**

Vendor must, prior to any services, contact Bob White, or his designee, in advance at 248.656.4658; failure to contact may result in the unavailability of access to certain City properties.

It will be the Contractor's responsibility to perform work so as not to interfere with the normal operation of City business.



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**Use of City Premises.**

Contractors must present themselves to the City's representative each day that work is performed and indicate where the work is to be performed.

Contractor may be required to sign in and sign out each day, indicating date and time.

Access to secured areas will be controlled by City personnel who will accompany Contractor's personnel.

The Contractor shall confine his equipment, apparatus, the storage of materials and operation of his/her employees to the limit indicated by law, ordinances, permits or directions of the City and shall not unnecessarily encumber the premises with materials or equipment. Contractor shall store his materials, supplies and equipment in a neat and orderly manner so as not to unduly interfere with the progress of his work, the work of other contractors or the operation of City business.

Contractor shall remove all rubbish and debris from City property and legally dispose of it.

**Contractors must note that ONLY rainwater is permitted to be discharged into storm sewers.**

Contractors dumping into or near the storm sewer are subject to fines and clean-up costs. All contaminants must be disposed of in a manner consistent with Federal, State and local guidelines.

Normally, City properties will remain operative during the work, in the event of an emergency or special event, the contractor **may** have to cease all work until directed by a representative of the City to continue with the work.

Contractor shall take into account the sensitive location of certain sites and conduct the work in such a manner as to ensure the least obstruction to visitors and staff. The Contractor shall confine his/her work to the area assigned in this project and shall not roam the building. Contractor's personnel shall respect and adhere to all orders from the City's authorized representative.

**Examination of Work Sites.**

Before submitting a quotation, each Vendor shall read the specifications and all other documents, if any. Each Vendor shall fully inform himself/herself prior to submitting a quotation as to existing conditions and limitations under which the work is to be performed, and shall include in his/her quotation sums to cover the cost of items necessary to perform the work as set forth in the documents. No allowance will be made to a Vendor because of lack of examination or knowledge. The submission of a quotation will be considered as conclusive evidence that the Vendor has made such examination.



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**Non-Discrimination.**

Contracts for work under this quotation will obligate the firm or firms to not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment on a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight or marital status pursuant to the Elliot Larsen Civil Rights Act, 1976, P.A. 453. The contractor and the City shall also comply with the provisions of the Michigan Handicappers Civil Rights Act, 1976, P.A. 220 and the Federal Rehabilitation Act of 1973, P.A. 93 112, 87 Stat. 394, which require that no employee or client or otherwise qualified firm participation in, be denied the benefits of or be subjected to discrimination under any program or activity receiving Federal Assistance. No person shall, on the grounds of race, creed, color, sex, age, national origin, height, weight, handicap or marital status be excluded from participation in, be denied the proceeds of or be subject to discrimination in the performance of this contract. The contractor shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964, as amended.

**Points Not Addressed.**

Vendors are encouraged to list any points not addressed in these specifications that they feel will improve or enhance this quotation.

**Insurance Regulations.**

The vendor shall not commence work until he has obtained and delivered to the City of Rochester Hills the certificate of insurance required under this paragraph. All insurance carriers must be acceptable to the City and licensed and admitted to do business in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the SAMPLE certificate attached. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. **Commercial General Liability Insurance:** The Vendor shall procure and maintain during the life of the blanket purchase order, 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, Personal Injury, Bodily 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) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
2. **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 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.





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3. **Umbrella Liability Insurance:** The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
4. **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.
5. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating: *"It is understood and agreed that the following shall be Additional Insureds: the City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess."*
6. **Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: "Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."

Sample attached.



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**Hold Harmless.**

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with the contract.

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(Contractor Signature)

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Company Name (Printed)

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(Dated)



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**VENDOR QUESTIONNAIRE**

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

Firm Name: \_\_\_\_\_

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

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

Email Address: \_\_\_\_\_

Firm Established: \_\_\_\_\_ Years in Business: \_\_\_\_\_

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other

How many years has your company been providing painting services?

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

How many employees does your company employ?

Full-time employees: \_\_\_\_\_ Part-time employees: \_\_\_\_\_

Provide information relative to the experience and financial capability of your company to carry out the terms of this contract.

\_\_\_\_\_



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Based on your current resources, are you available to begin work within two (2) weeks?

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How many clients does your company currently serve with the type of services described?  
Provide a list.

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Does your company offer other types of services?

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Please provide a list of client references (minimum of 5). Include business name, contact person's name, address, and phone number of contact person; include municipal references.

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Provide information related to your warranty:

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Provide an Equipment List (indicate if attachments have been provided):

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Do you or your staff have any builder or contractor licensure, registrations or certifications? If yes, list and provide a copy.

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Will you be utilizing any subcontractors? Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, list subcontractors and service provided, define rates and additional costs:

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**COST PROPOSAL**

**Lump Sum figure should include the cost for surface preparation, materials and labor.**

**Paint to be Sherwin Williams oil base paint and color to be determined by the City  
Provide detailed prices breakdown, listing pricing for materials and labor; do NOT provide a lump sum only. List all primer/paint quantities and brands and associated costs.**

**Item 1: Van Hoosen Cemetery – Wrought Iron Gate at Cemetery Entrance**

Portion of Lump Sum allocated for:

- 1. Materials                                 \$ \_\_\_\_\_ based on \_\_\_\_\_ Square feet
- 2. Labor   \$ \_\_\_\_\_ based on \_\_\_\_\_ Square feet
- 3. Surface Preparation                     \$ \_\_\_\_\_ based on \_\_\_\_\_ Square feet

TOTAL Lump Sum \$ \_\_\_\_\_ based on \_\_\_\_\_ sq. ft

**Item 2: Fencing located to the East of the Cemetery Driveway**

Portion of Lump Sum allocated for:

- 1. Materials                                 \$ \_\_\_\_\_ based on \_\_\_\_\_ Square feet
- 2. Labor   \$ \_\_\_\_\_ based on \_\_\_\_\_ Square feet
- 3. Surface Preparation                     \$ \_\_\_\_\_ based on \_\_\_\_\_ Square feet

TOTAL Lump Sum \$ \_\_\_\_\_ based on \_\_\_\_\_ sq. ft

Provide details on the work to be performed to prepare the surface:

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List all paints and primers to be used:

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Is it recommended to apply a urethane to the wrought iron gate? If yes, please explain and provide cost of doing so and identify the urethane to be applied for the City’s consideration.





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Are there any other costs or charges that have not been addressed? \_\_\_\_\_  
Yes No

If yes, identify, explain how charged and include costs (example: truck charges, disposal charges):

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Adequate explanation of other charges must be clearly identified; otherwise, will not be accepted.

Have you included a signed Hold Harmless Agreement? Yes \_\_\_\_\_ No \_\_\_\_\_

Can you meet the City's Insurance requirements? Yes \_\_\_\_\_ No \_\_\_\_\_

Acknowledge that you must provide copies of Material Safety Data Sheets (MSDS) for each chemical used under these specifications? Initial \_\_\_\_\_

State any exceptions, substitutions or deviations, additional comments from the City specifications along with reason for same below:

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Payment Method: Please select company's desired payment method:  
\_\_\_\_ Check – minimally 60 days from receipt of order  
\_\_\_\_ ACH – 45 days from receipt of invoice  
\_\_\_\_ Credit Card – 20 days from receipt of invoice

It is understood that all quoted prices shall remain in effect for at least ninety (90) days from the date of the quotation opening to allow for the award and that, if chosen, the successful vendor prices will remain firm through project completion.



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The vendor affirms that he/she is duly authorized to execute this quotation, that this company, corporation, firm partnership or individual has not prepared this quotation in collusion with any other vendor and that the contents of this quotation as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the vendor has full authority to execute any resulting contract awarded as a result of, or on basis of the quotation.

The submission of a quotation hereunder shall be considered evidence that the vendor is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

**COMPANY NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP:** \_\_\_\_\_

**TELEPHONE** \_\_\_\_\_ **FAX** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE'S NAME:** \_\_\_\_\_

**SIGNATURE:** \_\_\_\_\_ **TITLE:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_