



City of Rochester Hills
Solicitation for Quotation
UPS Door Installation
SFQ-RH-13-063

Dated: September 10, 2013. The City of Rochester Hills is accepting quotations from qualified firms to provide and install new doors in the City's MIS department, including all painting and repairs to the building and foundation as indicated in the drawings and specifications. The awarded contractor shall provide all labor, material, equipment and required trades to perform the work.

If you are interested in providing a quotation, please fill in the following information and mail, fax or submit online no later than the **due date of Monday, September 30, 2013 @ 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, City of Rochester Hills, Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309.

A Walk-Through will be held on Friday, September 20, 2013 @ 1:30 p.m. at City Hall, MIS Department, located at 1000, Rochester Hills Drive, Rochester Hills, MI 48309 to become familiar with the premises specified, to measure all areas, to become familiar with the work to be performed according to the contract and specifications and to provide a forum for questions/answers; the deadline for questions will be at the conclusion of the Walk-Through. **The Walk-Through will begin at the Purchasing Department.** Contractor is responsible for all measurements when preparing his/her quotation. 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.

The City of Rochester Hills officially distributes 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. The first step to do business with the City is to become a registered vendor by visiting www.mitn.info to link to the MITN website. Award will be posted on the MITN website.

As this quotation is being made available by electronic means, the vendor 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 the vendor, 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 proposer is satisfied with respect to the conditions to be encountered, and the character, quantity and quality of the work to be performed.

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.



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Project Description.

The City of Rochester Hills is accepting quotations from qualified firms to provide and install new access door in the City's MIS Department, including all painting and repairs to the building and foundation as indicated in the drawings and specifications. The awarded contractor shall provide all labor, material, equipment and required trades as required to perform the work.

General Conditions.

Contractor is responsible for all measurements when preparing his/her quotation.

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.

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.

All vendors are held to prices as proposed for 90-days, or award, whichever comes first, except the successful proposer whose prices shall remain firm through contract expiration.

It shall be the vendor's 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 proposers shall be bound by such changes or addenda. Addendums will be posted on the MITN system.

The City's acceptance of a quotation and approval of the award of a contract shall not constitute a formed contract, and the acceptance of a quotation and award of a contract shall be contingent and conditioned upon the parties' entry into and execution of a written agreement acceptable to the City.

Work start and completion dates shall be strictly adhered to.

This solicitation does not commit the City of Rochester Hills to award any costs or pay any costs, or to award any contract, or to pay any costs associated with or incurred in the preparation of a response to this request, or to procure or contract for services or supplies.

Award of Purchase Order.



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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, specified product and price considered in the evaluation process and award of a contract.

Invoice and Payment Terms.

Electronic transfer of funds or payment by credit card 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
 - Any combination of the above

Vendor shall be required to submit authentic, accurate and itemized invoices for all work completed. Appropriate documentation shall be submitted with invoices to provide sufficient information should a discrepancy be discovered.

Invoices shall be submitted to the City of Rochester Hills Accounts Payable Division, 1000 Rochester Hills Drive, Rochester Hills, MI 48309. Payments will be made following 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:

- Product received and services completed in full and accepted by the City
- 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.”



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- 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.

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 (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



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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.

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 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.

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



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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-quote the contract or do whatever is deemed to be in its best interest.

Assignment.

This agreement shall be binding on the parties and their heirs, successors and assigns. Neither party may assign, transfer or subcontract its interest, 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 owed 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 commencing the work, contact the Bob White, Building Department, or the City's Authorized Representative. Failure to contact Bob White 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.

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

Additional Work.

In the event additional work is required, Contractor shall present to the City's Authorized Representative, a Change Order outlining the scope of additional work and related costs prior to commencement of the work. No additional work shall be performed without prior approval of a Change Order by the Mayor of the City of Rochester Hills.

Use of City Premises.

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 his/her materials or equipment. Contractor shall store his/her 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.



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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 her/his work to the areas assigned in this project. Contractor's personnel shall respect and adhere to all orders from the City's authorized representative.

Care must be taken to keep ingress and egress unobstructed for emergency response vehicles. Contractor must not block driveways and parking areas.

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.

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, 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.

Scope of Work.

1. All materials and work shall be done in compliance and pursuant to plans (pages 1 through 2) as completed by THA Architects/Engineers (THA Project No 13-102).



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2. All licenses and permits required by the State of Michigan, and/or the City of Rochester Hills, which is necessary to perform this work, must be obtained prior to the award of contract.
3. Perform demolition and complete installation per provided drawings and manufacturer specifications at the City Hall, MIS Department, 1000 Rochester Hills Drive, Rochester Hills, MI 48309.
4. All colors to be selected by the City; Contractor to submit to the City samples of colors and manufacturers' literature upon award.
5. 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. Contractor is responsible for all measurements.
6. No work is to be started before all materials are in possession and a work schedule provided to the City.
7. All workmanship is to be of the very highest standard and installation in keeping with the manufacturer's requirements.
8. Provide information related to Contractor's installation and workmanship warranty.
9. Remove and dispose of demolition materials in a lawful manner.
10. All work shall be done in compliance with all applicable local, State and Federal laws, rules, regulations, zoning ordinances and building codes, as well as MIOSHA guidelines and current Americans with Disabilities Act in effect at the time of the project. You must contact the Building Department at 248.656.4615 regarding required permits.
11. Work can only be performed during normal business working hours, Monday through Friday, between the hours of 8:00 a.m. and 5:00 p.m. (excluding holidays). The buildings shall be occupied while work is being accomplished. Special arrangements must be made for any evening, weekend or holiday work.
12. Contractors must present themselves to the City's representative each day that work is performed and indicate where the work is to be performed.
 - a. Contractor must sign in and sign out each day, indicating date and time.
 - b. The City's representative will conduct an inspection on a daily basis or at a frequency at the discretion of the City.



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13. The City will not be liable for damage to property due to the Contractor's negligence. The Contractor will be responsible for repairing any damage to any area not considered as part of the work.
14. The Contractor shall furnish all supervision, labor, insurance and supplies necessary to perform the work. The Contractor is responsible for providing proper equipment and trained personnel.
15. 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.
16. Vendor to include prices, product information and specifications for materials.
17. The City reserves the right to determine to what extent the Contractor's services will be used; there is no guarantee to a specific quantity of work to be performed.
18. Contractor will be responsible for supplying and installing required materials.

Insurance Requirements.

A Certificate of Insurance must be submitted prior to the issuance of a purchase order meeting the minimum limits of liabilities as outlined. Certificate of Insurance shall have language the same as that shown in example. All insurance carriers must be acceptable to the City of Rochester Hills and licensed in the State of Michigan.

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.

The Vendor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation. A new certificate of insurance shall be provided to the City of Rochester Hills each year at the time of policy renewal. New certificates shall be delivered to the City of Rochester Hills in the same format as outlined in the SAMPLE certificate attached.

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 and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; C) Independent



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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 Vendor 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.
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 cancelled before the expiration date thereof, the issuing company will mail thirty (30) days written notice to the certificate holder named to the left."



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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.

(Contractor Signature)

Company Name (Printed)

(Dated)



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TIME FOR COMPLETION

State the number of calendar days necessary to complete all the work and improvements, as specified in the documents from the date of execution of contract between the City and Contractor.

	Calendar Days
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ADDENDA

I, the undersigned, hereby acknowledge receipt of the following Addenda:

Addendum No.:		Date:	
Addendum No.:		Date:	
Addendum No.:		Date:	

SITE SUPERINTENDENT

The following on-site job superintendent will be assigned to this project and will not be replaced or reassigned for the duration of the project, without approval of the City.

Name:	
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Provide details on the work to be performed/work plan:

Acknowledge that no work is to be started before all materials are in possession and a work schedule provided to the City. _____ (initial)

Acknowledge that payment will be made following receipt and acceptance of products and services rendered and properly completed invoice. _____ (initial)



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Will subcontractors be utilized on this project? If so, please identify name of company, scope of work and related costs?

What is the size of crew that will be performing the work?

List any licensure or certifications held by staff:

Provide References: Provide at least three (3) references (include business name, contact person and telephone number).

Manufacturer's Warranty:

Explain details on your warranty on installation:

Have you included a signed Hold Harmless Agreement? Yes_____ No_____

Can you meet the City's Insurance requirements? Yes_____ No_____

Preferred Payment method (please select one).

- _____ Check – minimally 60-days from receipt of invoice
- _____ ACH – 45-days from receipt of invoice
- _____ Credit Card (MasterCard) – 20-days from receipt of invoice.



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List any **exceptions and/or deviations** from the scope of work:

Additional Comments/Points Not Addressed:

Vendor Information.

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

The Contractor 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 Contractor 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 Contractor 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 Contractor 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:** _____ **DATE:** _____

EMAIL _____ **WEBSITE** _____