



**CITY OF ROCHESTER HILLS
REQUEST FOR PROPOSALS
SERVICE & OVERHEAD DOOR MAINTENANCE & REPAIR
RFP-RH-15-039**

Dated July 10, 2015. The City of Rochester Hills is soliciting proposals from qualified companies to establish a contract for hardware, maintenance, installation and repair of its service and overhead doors at various City owned buildings for a one year; the City reserves the right to exercise an option to renew for two additional 1-year periods. All locations with power operated overhead doors shall have an annual maintenance performance check to ensure proper operation. The City's existing contract expires on August 31, 2015. The purpose of this document is to ultimately enter into a contract with one or more qualified firms in order to provide the necessary services and meet City demands.

Sealed proposals will be received by the City of Rochester Hills, at the Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 or submitted online through the MITN website **until 3:00 p.m.** local time, on **August 5, 2012 @ 3:00 p.m.**, at which time and place proposers names will be publicly read aloud. Faxed submittals and late submittals will **not** be accepted. **Please visit the City of Rochester Hills' website at www.rochesterhills.org for Construction Updates/Alerts and allow adequate time when delivering items to the City.**

Questions are to be directed to Keri J. Bright, CPPB, Purchasing Analyst, Phone: 248.841.2538; brightk@rochesterhills.org fax 248.608.8178. Questions regarding the proposal must be made in writing prior to July 21, 2015 @ 11:30 a.m. at which time a response will be prepared and forwarded to all vendors. Questions received after the date and time above will not be considered. It shall be the proposer's responsibility to make inquiry as to 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 of Rochester Hills officially distributes proposal documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain proposal 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 the Purchasing page on the City's website or form the website www.mitn.info. Final proposal results will be posted on the MITN website after award.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Please submit SEALED proposal on or before the date and time given above to the attention of:

Keri J. Bright, CPPB, Purchasing Analyst
City of Rochester Hills, Purchasing Division, 1000 Rochester Hills Drive
Rochester Hills, Michigan 48309 248-841-2538
or online through the MITN website

All hardcopy proposals (3 copies) must be submitted in a sealed envelope marked "**RFP - SERVICE & OVERHEAD DOOR MAINTENANCE & REPAIR** or online through the MITN website.



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Overview.

The City of Rochester Hills (hereinafter referred to as the “City”) is requesting proposals from qualified companies to perform hardware, maintenance, installation and repair of its service and overhead doors at various City owned buildings; and repair or replacement of single and multiple doors both inside and outside of building on an as-needed basis.

The purpose of this document is to ultimately enter into a contract with one or more qualified firms in order to provide the necessary services and meet City demands. The City of Rochester Hills has provided specifications and requirements, which will assist in the procurement of the highest quality services possible to meet the requirements and needs of the City. With a view to obtaining the most acceptable services, these specifications cover the general requirements. Recommendations from proposers are encouraged and will be reviewed and evaluated based on the best interest of the City.

Background.

The City of Rochester Hills is a residential community in Oakland County, Michigan, with a population exceeding 70,000. The community includes important research, manufacturing and service employers, as well as, education and cultural institutions. It enjoys an excellent reputation in southeast Michigan for its proactive government and community planning, including ample provision for public parks and open space.

The City of Rochester Hills is organized as a strong Mayor form of government with legislative power vested in a City Council. The majority of employees are located at the Rochester Hills City Offices, 1000 Rochester Hills Drive, Rochester Hills, Michigan. Others are located at sites throughout the City, including, but not limited to, Department of Public Services Garage, Central Fire Station-Fire Station #1, Rochester Hills Museum at Van Hoosen Farm and various park locations. General information regarding the City of Rochester Hills is available at www.rochesterhills.org.

This document is a Request for Proposals. It differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid/quotation meeting firm specifications for the lowest price. As such, the lowest price proposed will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the equipment/service, of which qualifications, experience, capacity and methodology may be overriding factors, and price may not be the determinative factor in the issuance of a contract or award. The proposal evaluation criteria should be viewed as standards that measure how well a vendor’s approach meets the desired requirements and needs of the City. The criteria that will be used and considered in evaluation for award are set forth in this document. The City will thoroughly review all proposals received. The City will utilize its best judgment when determining whether to schedule meetings with shortlisted proposers, after receipt of all proposals. A purchase order/contract will be awarded to a qualified vendor submitting the best proposal. 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.



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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.

Scope of Work.

The City of Rochester Hills is soliciting proposals from qualified companies to establish a contract for hardware, maintenance, installation and repair of its service and overhead doors at various City owned buildings for a period of one (1) year; the City reserves the right to exercise an option to renew for two additional 1-year periods. The City's existing contract expires on August 31, 2015. The purpose of this document is to ultimately enter into a contract with one or more qualified firms in order to provide the necessary services and meet City demands.

The project consists of providing all parts, labor and equipment necessary to perform regular routine maintenance, emergency service calls and/or replacement of service doors and overhead doors, as authorized and approved by City's Authorized Representative, to be named upon award or his designee.

All locations with power operated overhead doors shall have an annual maintenance performance check to ensure proper operation. The City reserves the right to revise its schedule.

Supplemental information may be attached.

Late submittals will **not** be accepted.

No faxed proposals will be accepted.

Selection Process.

This document is a Request for Proposals (RFP); it differs from a Request for Bid/Quotation in that the City is seeking a solution as described herein, not a bid meeting firm specifications for the lowest price. As such, with an RFP, the lowest price proposed will not guarantee an award recommendation. Competitive sealed proposals will be evaluated based upon criteria formulated around the most important features of the services and price may not be the determinative factor in the issuance of a contract or award. The City will review all proposals received and will utilize its best judgment in awarding a contract/purchase order to a qualified proposer. 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 reserves the right to interview any number of qualifying firms as part of the evaluation process. The decision of which firm(s) to contact, if any, will be based on the evaluation criteria set forth herein, as determined in the evaluation process. Meetings with shortlisted proposers will provide additional information and criteria upon which the City will base its selection decision.



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The City of Rochester Hills is not required to accept the lowest proposal in all or in part. The proposal 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 proposal evaluation criteria should be viewed as standards, which measure how well a vendor's approach meets the desired requirements and needs of the City.

Proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The proposer selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including, but not limited to:

- **Experience/Qualifications**
Proposing on this contract shall be limited to individuals, partnerships and corporations actively engaged in the field of service and overhead door service and maintenance. Proposers shall demonstrate competence, experience and financial capability to carry out the terms of the contract.
- **Capacity**
Proposers should clearly identify all available resources within the company and those that will be subcontracted to others. Provide emergency after-hours procedure and emergency response times. Provide the number of full-time and part-time employees.
- **Methodology**
Provide the company's method of approach or work plan summary to meet the City's needs for the scope of work specified.
- **References**
Provide a list of comparable projects that have been successfully completed.
- **Cost**
Cost proposals per Proposal Form.

Proposers should note that the Request for Proposals (RFP) is considered to be under evaluation from the Opening Date until contract award. The contracting officer is restricted from giving any information relative to the "progress" of the evaluation during this time, except as described in other areas of this RFP and as required to administer the evaluation process.

General Conditions.

No contract will be automatically renewed at the end of any contract term.

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.



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Buildings or services may be added or deleted to the list during the contract term. If the City requires changes, the City will negotiate the cost of such changes with the Contractor. If such negotiations fail, the City may delete the subject facility from the contract and issue a separate bid for the facility.

The submission of a proposal 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.

Any deviation from the specifications must be noted on the proposal.

No proposal 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.

The City of Rochester Hills is exempt from all sales, excise and transportation taxes.

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 City reserves the right to split or abstract any or all proposals and award multiple contracts for the same proposal, based on price, availability and service when, in its judgment, best serves the City of Rochester Hills.

No contract may be assigned, sublet or transferred without the written consent of the City of Rochester Hills. Any subcontractor, so approved, shall be bound by the terms and conditions of the contract. The contractor shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions.

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.

No proposal will be allowed to be withdrawn after it has been deposited with the City of Rochester Hills, except as provided by law.

All proposers 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.

The City's acceptance of a proposal and approval of the award of a contract shall not constitute a formed contract, and the acceptance of a proposal 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.



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Response Time.

The contractor to provide the City with routine and emergency phone numbers. Due to the critical nature of emergency service and off-hour calls, the proposer to provide their procedure for handling night and weekend calls with their proposal. Failure to submit with proposal could result in rejection of the proposal.

Most planned service under this agreement will be performed during the City's normal business hours defined as 8:00 a.m. to 5:00 p.m. Monday through Friday. The DPS Garage normal working business hours are defined as 7:00 a.m. to 3:30 p.m. Monday through Friday. Constructor must, prior to any work, contact the City's representative; failure to contact the City's representative may result in the unavailability of access to City properties. Fire stations and other City properties will remain operative during the work. In the event of an emergency, the contractor may have to cease all work until directed by a representative of the City to continue with the work.

Activities performed under this contract are designed to minimize the incidence of unscheduled or emergency situations; however, backup service shall be provided as often as needed, 24-hours a day, weekends and legal holidays included, minimizing downtime and inconvenience. Emergency service reported to the Contractor (by telephone or otherwise) shall be performed within four (4) hours of receipt of notification from the City.

Reporting.

The Contractor shall report to the City's representative when on the job. After each service call, a service report shall be left with the City, detailing work performed. A service report shall generally include: type of repair (routine or emergency), nature of the problem, parts required and cost, labor and number of hours, hourly rate and summary of work done.

Non-Discrimination.

Contracts for work under this proposal 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.



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Michigan Freedom of Information Act (FOIA).

All costs incurred in the preparation and presentation of this proposal, 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 Request for Proposals is not assured.

Material Safety Data Sheets.

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

Invoices and Payment Terms.

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

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 upon 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.”



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Estimates.

The City's Authorized Representative or his designee, will be the only one to authorize all non-emergency work. The successful proposer will provide written "not-to-exceed" estimates on all non-emergency work.

The estimate will include the estimated number of hours, hourly rate, number and type of employees required, estimated material cost and completion date. It will be the successful proposer's responsibility to ensure they have all information to prepare accurate estimates. The City will not bear costs for work to develop estimates.

Work will only be performed with the City's written authorization within the time period agreed upon between the City and the selected proposer. Upon authorization, actual work will not exceed the successful proposer'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 repair will be in hourly rates.

Warranty.

The successful proposer will provide the City with a minimum of one (1) year warranty for parts and labor work. Contractor shall warrant that all services and repair work performed under this contract shall be free from defects in workmanship and all manufactured equipment supplied hereunder shall, at the time of installation to be free from defects in material and workmanship.

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 competent, suitable and qualified personnel to perform the work required.

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 decisions 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.



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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 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 vendor, obtain new proposals for the contract or do whatever is deemed to be in its best interest.

No Commitment by the City of Rochester Hills.

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.

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.

Regulations and Safety Guidelines.

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

The Contractor shall perform all work in accordance with applicable local, State and Federal laws, rules, regulations, zoning and building codes, as well as MIOSHA guidelines in effect at the time of the project. 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.

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.

The contractor will be responsible to apply for and obtain all necessary permits.

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



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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.

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.

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.

Points Not Addressed.

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

Scheduling of Work.

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

All planned work will be performed during normal business hours on weekdays. Contractor must, prior to any work, contact the City's Representative in advance, failure to contact the City's representative may result in the unavailability of access to City properties. The facility will remain operative during the work, in the event of an emergency, the contractor **may** have to cease all work until directed by a representative of the City to continue with the work.

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.

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.

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 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.

Because the Oakland County Sheriff's Office (OCSO) and City of Rochester Hills Fire Stations are secure facilities, contractors are required to report in and provide identification when entering the buildings. Contractor shall take into account the sensitive location and conduct the work in such a manner as to ensure there is NO obstruction to emergency response vehicles and staff. Care must be taken to keep Fire Department ingress and egress unobstructed for emergency response vehicles. Contractor must not block driveways and parking areas.

Examination of Work Sites.

Before submitting a proposal, each Vendor shall read the specifications and all other documents, if any. Each Vendor shall fully inform himself/herself prior to submitting a proposal as to existing conditions and limitations under which the work is to be performed, and shall include in his/her proposal 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 proposal will be considered as conclusive evidence that the Vendor has made such examination.

The City of Rochester Hills Public Services Director does not authorize tours of the buildings. There is nothing to prohibit a vendor from driving by the sites to view the doors, but no interior entry will be permitted. Further, several of the facilities are secure facilities; therefore, entry is prohibited to the general public. With respect to possible parts, the City cannot identify any doors that require service at this time; therefore, parts will be required as needed.

Scope of Work.

The work referenced is intended solely to present examples of a type and extent of work that may be requested. The City makes no guarantee as to the type of work actually to be ordered during the contract term.

The Vendor must meet the following requirements:

1. Overhead Doors:
 - a. Provide all parts, labor and equipment necessary to perform regular routine maintenance, emergency service calls and/or replacement of the overhead doors at the City facilities listed herein, as necessary and approved by the City's Representative.



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- b. There are twelve (12) locations with overhead doors.
 - c. An annual maintenance inspection shall be done only on those eleven (11) locations with power operated overhead doors.
 - i. Conduct an annual maintenance inspection at each location and provide the City with an assessment report on the condition of the power operated overhead doors, including any problems or repairs requiring attention.
 - ii. The maintenance call further involves verifying the functionality of the exhaust and heating systems at the fire stations. These systems operate as the doors are opened and verification is needed that the systems work properly. The doors operate by either remote or push button controls.
 - d. The cost for overhead door repairs shall be on a time-and-material basis, as approved by the City's Authorized Representative, or his designee.
 - e. The locations for all Overhead Doors are as follows:
 - i. Rochester Hills City Hall, 1000 Rochester Hills Drive, Rochester Hills, MI
 - ii. Fire Station #1, 1111 Horizon Court, Rochester Hills, MI
 - iii. Fire Station #2, 1251 E. Auburn, Rochester Hills, MI
 - iv. Fire Station #3, 2137 W. Auburn, Rochester Hills, MI
 - v. Fire Station #4, 2723 Walton Boulevard, Rochester Hills, MI
 - vi. Fire Station #5, 251 E. Tienken, Rochester Hills, MI
 - vii. DPS Garage, 511 E. Auburn, Rochester Hills, MI
 - viii. VanHoosen Jones Stoney Creek Cemetery, 570 E. Tienken, Rochester Hills, MI
 - ix. Borden Park, 1300 E. Hamlin, Rochester Hills, MI
 - x. Bloomer Park, 345 John R, Rochester Hills, MI (no powered doors at this location)
 - xi. Spencer Park, 3701 John R, Rochester Hills, MI
 - xii. Oakland County Sheriff's Office (OCSO), 750 Barclay Circle, Rochester Hills MI 48309
 - xiii. Buildings or services may be added or deleted to the list during the contract term.
2. Single and Multiple Door Repair, as required
- a. Provide all parts, labor and equipment necessary to perform regular routine maintenance, emergency service calls and/or replacement of doors, as necessary and approved by the City's Authorized Representative.
 - b. Work may be required both inside and outside of buildings.
 - c. Replace various types of door hardware on existing doors.
 - d. Remove existing doors, thresholds, hinges, etc. and replace with new in existing frames.
 - e. Remove and replace doors and frames in various types of wall systems including, but not limited to the following.
 - i. Interior and exterior concrete masonry walls
 - ii. Brick or stone walls
 - iii. Stud and drywall or stud and plaster wall systems
 - iv. Install new doors, frames, hardware and headers in existing walls of various types.
 - v. Paint or stain doors and frames as required.
 - vi. Patch and finish surrounding walls to match existing.
 - vii. Paint walls to nearest corner.



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- f. Door Frames
 - i. Types and manufacturers of frames may be specified on a job-by-job basis.
- g. Doors
 - i. Both hollow metal and wood doors may be used; size, thickness and gauge will be specified on a project-by-project basis.
- h. Hardware
 - i. Specific types and manufacturers of hardware may be specified on a job-by-job basis as required, or to match existing.
3. Provide and be responsible for emergency service 24-hours a day, 7-days a week with response within four (4) hours. Emergency calls will be given priority and are defined as:
 - a. The entrance is unsafe.
 - b. A door cannot be closed and secured and causes a security problem.
 - c. The safety mat or hold open device is operative.
 - d. Or as deemed by the City's Representative.
4. The Contractor shall report observed damages to the City's Authorized Representative or his designee, prior to performing services. Failure to report any damages may result in the Contractor being held responsible for such damages.
5. Provide, in a timely manner, a cost estimate for repair work as outlined within the assessment report.
6. Schedule and complete the work within ten (10) days of approval.
7. Advise City's Authorized Representative at 248.656.4658 of the scheduled date and time of the repair work. Failure to contact the City's representative may result in the equipment being unavailable to the Vendor; in this instance, the Vendor will not charge the City for any financial loss.
8. Vendor must maintain insurance requirements of the City through the entire term of the contract.
9. The Contractor shall confine his/her work to the area assigned in this project. 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.
10. The Contractor shall furnish all supervision, labor, insurance, materials and equipment necessary to perform services.
11. The Contractor is responsible for providing proper equipment and trained personnel to execute the requirements of the contract.
12. The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.
13. Upon completion and final acceptance of work, the contractor will promptly remove from the premises all equipment and the premises will be left in a clean and neat condition.
14. The services to be performed hereunder shall be only those services actually needed and ordered.

Insurance Requirements.

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. Certificate of Insurance



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and required endorsements shall be sent electronically to the City of Rochester Hills to the attention of the purchasing division at the following email address: purchasing@rochesterhills.org.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. 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/contract, 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.
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."
7. **Proof of Insurance Coverage:** The Contractor shall provide the City of Rochester Hills, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well



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as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the City of Rochester Hills at least ten (10) days prior to the expiration date.

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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RESPONSE FORM

The following pages include a questionnaire and a response form to be completed. Each item must be completed with a response. The response must follow the format outlined in this proposal. Supplemental information may be attached.

POWER OPERATED OVERHEAD DOOR ANNUAL MAINTENANCE INSPECTION

Loc #	Location	Number of Buildings	Number of Overhead Doors	Annual Maintenance Fee
1	City Hall 1000 Rochester Hills Dr. Rochester Hills, MI	1-building	1-powered door	\$_____ / per location annual maintenance fee
2	Fire Station #1 1111 Horizon Court Rochester Hills, MI	1-building	6-powered doors	\$_____ / per location annual maintenance fee
3	Fire Station #2 1251 E. Auburn Rochester Hills, MI	1-building	5-powered doors	\$_____ / per location annual maintenance fee
4	Fire Station #3 2137 W. Auburn Rochester Hills, MI	1-building	4-powered doors	\$_____ / per location annual maintenance fee
5	Fire Station #4 2723 Walton Boulevard Rochester Hills, MI	1-building	3-powered doors	\$_____ / per location annual maintenance fee
6	Fire Station #5 251 E. Tienken Rochester Hills, MI	1-building	4-powered doors	\$_____ / per location annual maintenance fee
7	DPS Garage 511 E. Auburn Rochester Hills, MI	1-building	25-powered doors	\$_____ / per location annual maintenance fee
8	VanHoosen Jones Stoney Creek Cemetery 570 E. Tienken Rochester Hills, MI	1-building	1-powered door	\$_____ / per location annual maintenance fee
9	Borden Park 1300 E. Hamlin Rochester Hills, MI	2-buildings	6-powered doors	\$_____ / per location annual maintenance fee
10	Bloomer Park 345 John R Rochester Hills, MI	2-buildings	3-doors (none powered)	No annual maintenance Doors are not powered at this location
11	Spencer Park 3701 John R Rochester Hills, MI	3-buildings	estimated 5-doors (3-powered)	\$_____ / per location annual maintenance fee
12	OCSO 750 Barclay Circle Rochester Hills, MI	1-building	1-powered door	\$_____ / per location annual maintenance fee



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Prices

Parts/materials are to be supplied on a cost plus basis: _____% over actual dealer cost

Comments: _____

Indicate charges for services and the time increment that charges are billed (i.e. per half-hour or per hour):

Scheduled Service Calls:

Labor Rate: \$ _____/per _____ hour
 \$ _____/per _____ hour additional
 Trip Charge: \$ _____/each

Emergency Service Calls:

Labor Rate: \$ _____/per _____ hour
 \$ _____/per _____ hour additional
 Trip Charge: \$ _____/each

After Hours/Weekend Service Calls:

Labor Rate: \$ _____/per _____ hour
 \$ _____/per _____ hour additional
 Trip Charge: \$ _____/each

Are there any other charges? Yes _____ or No _____

If yes, clearly identify and include costs:



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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 these types of services?

How many full-time employees? _____ How many part-time employees? _____

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

Provide four (4) references. Include a list of at least four (4) current references for which comparable work has been performed. Include company name, person to contact, address and telephone number. Failure to include references may be ample cause for rejection of proposal as non-responsive.



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Provide a list of any subcontractors who are utilized by your company and list any additional costs.

Provide a Work Plan.

State your Emergency After-Hours Procedure and provide routine and emergency phone numbers--- failure to submit this information may result in rejection of your proposal.

How many miles is your facility located from the City of Rochester Hills? _____ miles

Response time to the City of Rochester Hills when contacted (verbal or otherwise) of the need for routine services:

Response time to the City of Rochester Hills in the event of an emergency:



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State warranty work/guarantees as it applies to parts, labor and/or installation (Please indicate if you are providing any attachment(s):

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.

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

Can you meet the City's insurance requirements? Yes or No

Have you provided a signed Hold Harmless Agreement? Yes or No

Have you provided a completed W-9? Yes or No

Additional comments not addressed above:



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Proposer shall execute a contract awarded on the basis of this proposal within ten (10) days after being notified to proceed with work.

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide service and overhead door maintenance and service for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the product.

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

This proposal is genuine and not collusive or sham and that the Proposer has not in any manner, directly or indirectly, agreed or colluded with any other firm or association to submit a sham proposal or to refrain from proposing or in any way fix this proposal or that of any other Proposer or to secure any advantage against the City of Rochester Hills.

Firm Name: _____

Representative's Name: _____

Title: _____

Signature: _____