



INSTRUCTIONS TO BIDDERS

September 22, 2015

ITB-COT 15-29

Sealed bid proposals to furnish all equipment, material and labor, for **FLOOR REMOVAL AND REPLACEMENT FOR THE CITY OF TROY POLICE AND FIRE TRAINING CENTER** will be received by the City of Troy at the office of the City Clerk, 500 W. Big Beaver Road, Troy, MI 48084 until **Thursday, October 8, 2015 at 10:00 AM E.S.T.**, after which time they will be publicly opened and read in the Troy City Offices. Late bid submittals will not be accepted. Bid responses are not accepted via fax transmissions.

MARK ENVELOPES: **ITB-COT 15-29 FLOOR REMOVAL AND REPLACEMENT – TRAINING CENTER ON THE LOWER LEFT-HAND CORNER.**

The bid proposals are for Epoxy Floor Removal and Replacement at the Training Center in accordance with the bid specifications. Specifications are listed in the bid proposal form on file in the office of the City Clerk.

All bids shall specify terms and show delivery dates. The City reserves the right to reject any or all bids, to waive any informality in the bid proposal received, and to accept any bid proposal or part thereof, which it shall deem to be most favorable to the interests of the City.

1. Any and all bids submitted must be on the City of Troy bid proposal forms. If more than one bid is submitted, a separate bid proposal form must be used for each. Forms are enclosed or obtainable at the City of Troy's Purchasing Department or on the MITN (Michigan Intergovernmental Trade Network) website at www.mitn.info.
2. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested.

The following exception shall apply to installation projects. When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

3. All materials are to be F.O.B. delivered; freight paid to the respective work site(s). Please call 24 hours prior to delivery at (248) 524-3417 to allow a City representative to meet the truck(s) at the site.
4. If further information regarding this bid is required, please contact the Purchasing Department at (248) 680-7291.
5. VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE. The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract. The City of Troy shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any changes, modifications or additions made by the City of Troy to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims

5. **VENDOR CHANGES** (*Continued*)

that it had no knowledge of the changes, modifications or additions made by the City of Troy to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the City of Troy may pursue costs and expenses to re-bid the item from that Vendor. The Authorized Version of the bid document shall be that bid document appearing on the MITN website with any amendments and updates.

6. The City of Troy officially distributes bid documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network (MITN) website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN system are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, www.mitn.info and obtain an official copy.
7. A successful bidder furnishing labor on City/public premises does agree to have his workers covered by Worker's Compensation, General Liability, and Automobile Liability and to furnish a certificate of insurance showing coverage to the City's Purchasing Department within five (5) business days of a verbal request. The "Company Representative" does warrant that by signing the proposal document, the "additional insured endorsement" will be included in the Insurance Coverage supplied to the City as part of the specified requirements.
8. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Troy, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Troy against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Troy, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Troy, by reason of personal injury, including bodily injury or death and/ or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
9. To the extent permitted by law, the City of Troy and the successful bidder waive all rights against each other and any of their subcontractors, sub-subcontractors, agents and employees, and the architect, architect's consultants, separate contractors, if any, and any of their subcontracts, subcontractors, sub-subcontractors, agents and employees, for damages caused by fire or other perils to the extent covered by property insurance obtained pursuant to this agreement or other property insurance applicable to the work. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged for this contract.
10. A cashier's check, certified check, or money order in the **amount of \$3,750.00** must accompany the bid to insure the bid. The three lowest bidders will have their bid surety returned after the bid award. **BID BONDS ARE NOT ACCEPTABLE.** The bid deposit of the successful bidder will be retained as performance surety until successful completion and acceptance of all contract requirements. The bid surety will be forfeited, if acceptable insurance is not received in accordance with specifications. All other bidders will have their bid deposits returned after the bid has been opened for at least 72 hours.

SPECIAL INSTRUCTIONS

- All bidders are held to bid prices for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion and final acceptance.
- Final bid results will be posted on the MITN website after award. Please register to see results - www.mitn.info.



CITY OF TROY
BID PROPOSAL

ITB-COT 15-29
Page 1 of 7

The undersigned proposes to **FURNISH ALL EQUIPMENT, MATERIAL AND LABOR FOR EPOXY FLOOR REMOVAL AND REPLACEMENT AT THE CITY OF TROY POLICE AND FIRE TRAINING CENTER** in accordance with the attached specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

COMPANY NAME: _____

The document contains the following sections:

Instructions to Bidders (2 pages)	Forms (4 forms)
Bid Proposal (7 pages)	Sample Insurance Certificate (1 page)
Vendor Questionnaire (2 pages)	Public Act 57 (2 pages)
Specifications (3 pages)	Statement of No Bid (1 page)

PROPOSAL: FLOOR REMOVAL AND REPLACEMENT – The City of Troy is seeking a qualified installer that is L & M Chemical certified for FGS Permashine Polished Floor Systems (certified letter must accompany bid response). Manufacturer to provide floor replacement at the location and date listed below.

Furnish all equipment, material and labor to install new floor at the City of Troy Police and Fire Training Center. 10,000 SF of epoxy removal, dye and polish concrete floor, saw cut joints filled, Liquid Oil inhibitor sealer, epoxy drive lines. **Site visit is mandatory.**

Troy Police and Fire Training Center

4850 John R Road
Troy, MI 48084

Completion date: November 30, 2015.

COMPLETE FOR THE SUM OF: \$ _____

HOURLY LABOR RATE: \$ _____

MATERIAL DISCOUNT: \$ _____

NOTE: All items of work noted in the specifications that are not specifically noted in the bid proposal shall be considered as included in the contract and shall be completed at no extra cost to the City of Troy.

Measurements given in the bid proposal are approximate and made in good faith. It shall be the bidder's responsibility to take exact measurements during the mandatory site inspection(s). Any discrepancies in the measurements must be brought to the City's attention.

INFORMATION:

For additional general information or questions concerning this project please contact **MaryBeth Murz, Purchasing Manager**, at **(248) 680-7291** between the hours of 8:00 a.m. and 4:00 p.m., Monday thru Friday.

DESIGNATED CITY REPRESENTATIVE:

Peter Hullinger, Fire Technician at (248) 524-3417 is the designated City Representative for this project.

CONTACT INFORMATION:

Hours of operation: _____ 24 Hour Phone No. _____

SITE INSPECTION:

All bidders are required to examine each site to determine the amount of work to be done in accordance with the specifications. If a bidder does not conduct site inspections at each site, that bidder is not eligible to submit a bid. Contact **Mr. Peter Hullinger** at **(248) 524-3417** to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Thursday.

- Our company visited the site on _____.
- Our company did not visit the site.

DOWNPAYMENTS AND PREPAYMENTS:

Any bid submitted which requires a down payment or prepayment for services prior to performance and acceptance, as being in conformance with specifications will not be considered for award. No payments will be made until work/ service is performed to the satisfaction of the authorized City representative.

APPROVED ALTERNATES:

The City of Troy's designated department representative or his/her designee will review all items submitted for consideration as approved alternates. Their decision as acceptability will be deemed in the City of Troy's best interest and will be final.

MATERIAL AVAILABILITY:

Bidders must accept responsibility for verification of material availability, production schedules, and other pertinent data prior to submission of their bid, and confirm delivery times. It is the responsibility of the bidder to notify the City immediately if items specified are discontinued, replaced, or not available for an extended period of time.

LABOR:

Prevailing wages are not required for this project.

DELIVERY:

Materials are not to be delivered to the site(s) until work is to commence. Secure storage space will not be available for long-term storage. All materials are to be F.O.B. delivered, freight paid to the work location(s) in the City of Troy in accordance with the attached specifications.

COMPANY NAME: _____

SAMPLES:

Actual samples of quoted material may be requested at the discretion of the City of Troy's designated representative. Samples will be provided at no cost to the City and will become the property of the City of Troy. Submitted samples may be used for testing purposes.

AWARD:

The evaluation and award of this bid shall be a combination of factors, including but not limited to: cost, professional competence, equipment, references, submission of the schedule of values, and the correlation of the proposal submitted to the needs of the City of Troy.

The City of Troy reserves the right to award this bid to the lowest responsible total bidder meeting specifications; to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations; whatever is deemed to be in the City's best interest.

LOCAL PREFERENCE:

The City of Troy reserves the right to award a contract to a local business, one which pays City of Troy taxes (real and/or personal), if the bid of a local vendor is within 5% of the lowest responsive and responsible non-local bidder, then the local vendor is given one chance to match the low bid.

BID DEPOSIT AND FORFEITURE:

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Troy or fair competition.

CONTRACT FORMS:

Bidders should complete the Legal Status of Bidder, Non-Collusion Affidavit, Certification regarding Debarment and the Certification regarding "Iran Linked Business" forms and return with your bid proposal.

PUBLIC ACT 57:

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57 [a copy of the act is attached for reference (2 pages)].

SUBCONTRACTORS:

The undersigned agrees to submit a list of proposed subcontractors, if applicable, for approval by the designated City representative within 72 hours after notification of being the low qualified bidder. It will be understood that this may occur prior to bid award, but the bidder's status will not be final until approved by the Troy City Council.

It will be the successful bidder's responsibility to ensure that any subcontractor performing work on this project is capable of doing the work as specified. The designated City representative retains the right to evaluate the work performed by or on behalf of the successful bidder and reserves the right to reject any work performed that is not in accordance with the specifications or is considered to be poor workmanship. Payment will not be made until the successful bidder has corrected any deficiencies found to the satisfaction of the designated City representative.

COMPANY NAME: _____

PURCHASE ORDER:

After the Troy City Council has approved the award recommendation and acceptable insurance is received, the successful bidder will receive a purchase order issued from the City of Troy, which will create a bilateral contract between the City of Troy and the successful bidder. The purchase order shall commit the bidder to perform the contract in accordance with specifications. A contract document will not be issued.

COMPLETION DATE:

Once the Contractor moves supplies and materials to the work site, work shall commence upon notice to proceed and be completed by November 30, 2015. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

- () Our Company can meet this delivery / installation schedule
- () Our company cannot meet this delivery / installation schedule but offers:

Work shall commence _____ calendar days after notice to proceed.

REFERENCES:

The City of Troy requires that your company list at least three (3) clients who have recently had similar work and material installed by your company; specifically at Fire Stations, Government entities or similar applications. If your company has done work for the City of Troy in the past, it is required the City be listed as one of your references.

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

COMPANY: _____
ADDRESS: _____
PHONE: _____ CONTACT: _____
EMAIL: _____

IMPORTANT:

The City shall have the right to require by written order, changes in, additions to, or deductions from the work required by the bid documents provided that if changes, additions, or deductions are made, the general character of the work as a whole is not changed thereby. Adjustments in the Contract price, if any, because of any change, addition, or deduction in the work, shall be determined as hereinafter provided, and any claim for extension of time for completion shall be adjusted at the time of ordering the changes, additions, or deductions.

No claim for change, addition, or deduction, or adjusting of price, or extension of time for completion thereof, shall be made or allowed unless done in pursuance of written order from the City specifically authorizing such change, addition, or deduction. Drawings without a written order shall not be considered such authority. Written notice of such claims shall be made to the designated City representative before the commencement of the work. Where the written order diminishes the quality of work to be done, this shall not constitute a basis for a claim for damages or anticipated profits on the work that may be dispensed with.

COMPANY NAME: _____

Insurance requirements shall be in accordance with the attached **SAMPLE INSURANCE CERTIFICATE and ENDORSEMENT**. The required Insurance Certificate and Endorsement must be submitted to the city within 5 days of the verbal/ electronic request after the bid award. The Insurance Certificate and Endorsement may be faxed to the Purchasing Office at (248) 619-7608, and is the only bid document accepted in this format.

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to business in the State of Michigan and acceptable to the City of Troy. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and self-insured retentions (SIR's) are the responsibility of the Contractor.

- () We can meet the specified insurance requirements.
- () We cannot meet the specified insurance requirements.
- () We do not carry the specified limits but can obtain the additional insurance coverage of \$ _____, at the cost of \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.
- () Our proposal is reduced by \$ _____ if we lower the requirement to \$ _____.
NOTE: Please note the amendments on a sample insurance certificate and attach it to your bid proposal.

IMPORTANT: A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements SHALL be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.

NOTE: Failure on the part of any bidder to contact his/her insurance carrier to verify that the insurance carried by the bidder meets City of Troy specifications may result in this proposal being completed incorrectly.

OTHER: Sole proprietors must execute a certificate of exemption from Worker's Compensation requirements or provide proof of Worker's Compensation Insurance. All coverage shall be with insurance carriers licensed and admitted to do business in Michigan in accordance with all applicable statutes of the State of Michigan and acceptable to the City of Troy.

INSURANCE VERIFICATION:

A bidder shall complete the above portion, which details additional costs that may be incurred for specified coverage without purchasing the additional coverage prior to bid submission.

WORKERS' COMPENSATION INSURANCE, including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

COMMERCIAL GENERAL LIABILITY INSURANCE on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) Exclusions, if applicable.

AUTOMOBILE LIABILITY, including Michigan No-Fault Coverages, with limits of liability not less than \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

COMPANY NAME: _____

ADDITIONAL INSURED:

Commercial General Liability and Automobile Liability, as described in the attached SAMPLE shall include an Additional Insured Endorsement stating the following shall be **Additional Insureds**: The City of Troy including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and council members, including employees and volunteers thereof. It is understood and agreed by naming the City of Troy as additional insured, coverage afforded is considered to be primary and any other insurance the City of Troy may have in effect shall be considered secondary and/or excess.

CANCELLATION NOTICE:

All policies, as described above, shall include an endorsement stating that it is understood and agreed that Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be mailed to:

City of Troy
Purchasing Manager
500 West Big Beaver
Troy, MI 48084

PROOF OF INSURANCE COVERAGE:

The Contractor shall provide the City of Troy, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well 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 all shall be furnished, if so requested.

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

LETTER VERIFICATION:

The recommended bidder will be notified to submit a letter from the *insurance agent or carrier* that the insurance to be supplied will meet specifications. As an alternative, the recommended bidder may submit the certificate of insurance meeting specifications at this time at his/her option. ***The City must receive this letter or certificate within 5 business days after verbal / electronic notification has been delivered to the recommended bidder or the bidder will be considered non-responsive and the bid un-awardable.*** This process will occur before presentation of the award recommendation to the Troy City Council.

FINAL INSURANCE CERTIFICATE SUBMISSION:

After approval by Troy City Council, the City's Purchasing Manager will review the insurance certificates and endorsements to ensure all acceptable documents have been received and allow (5) business additional days after verbal / electronic notification to submit final insurance certificate(s) in accordance with specifications. The City of Troy reserves the right to WITHHOLD AND KEEP any bid surety for failure to comply. The company will be considered in default of contract and will be barred from doing business with the City of Troy for a minimum of three (3) years for failing to meet insurance requirements.

COMPANY NAME: _____

SIGNATURE PAGE

PRICES:

Prices shall remain firm for 60 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

NOTE:

The undersigned has checked carefully the bid figures and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

TAX ID: _____

COMPANY: _____

ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____

PHONE: (____) _____ FAX NUMBER: (____) _____

REPRESENTATIVE NAME: _____
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

PAYMENT TERMS: _____ WARRANTY: _____

CHECK INCLUDED: _____ E-MAIL: _____

COMPLETION: **IN ACCORDANCE WITH SPECIFICATIONS.**

EXCEPTIONS:

Any exceptions, substitutions, deviations, etc. from the City of Troy specifications and this proposal must be stated below and reason for, and are an integral part of this bid proposal offer.

ACKNOWLEDGEMENT:

I, _____, certify that I have read the *Instructions to Bidders* (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, www.mitn.info and is an official copy of the Authorized Version.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____

IMPORTANT:

All City of Troy purchases require a MATERIAL SAFETY DATA SHEET, where applicable, in compliance with the MIOSHA "Right to Know" Law. Please include a copy of any relevant MSDS at the time of bid submission.

NOTE:

The City of Troy, at their discretion, may require the bidder to supply a Financial Report from an impartial Financial Credit Reporting Service before award of contract.

U.S. FUNDS:

All prices are to be quoted in U. S. Currency.



VENDOR QUESTIONNAIRE

Please provide the following information and submit with your bid proposal:

FIRM NAME: _____

TYPE OF ORGANIZATION: (Circle One)

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

If applicable:

FORMER FIRM NAME(S)

NOTE: If additional space is needed throughout the questionnaire, please attach additional sheets numbered appropriately for identification.

1. Have you owned or operated a company that declared Chapter 7 during the last ten (10) years?

() Yes When: _____ () No

2. How many years of experience do you have as an installer certified for L & M Chemical FGS Polished Floor Systems Manufacturer?

_____ Years

3. Evidence that your company is licensed to do business in the State of Michigan (certified letter must accompany bid).

4. Please provide a list of all open contracts your company currently holds. Include contact name, organization, type, size, required date of completion, percentage of completion to date of each job and value of each contract.

<u>Organization/Contact Name</u>	<u>Type/Size</u>	<u>Date</u>	<u>Percentage</u>	<u>Value</u>

5. List the number and types of equipment to be used for this project; if awarded this bid. (Attach itemized list that is marked _____ for identification if more space is required.)

6. If applicable, list all proposed subcontractors to be used in the performance of this contract and the work to be performed by each. Include a complete list and references of all subcontractors.

7. Provide a project schedule based on starting the work within ten (10) days after receiving "Notification to Proceed".

8. List Tradesmen who would specifically be assigned to this project. Provide years of experience, areas of expertise, and/or list any additional training classes taken to increase expertise in this field for the people listed in this section who will be assigned to project.

<u>TITLE</u>	<u>NAME</u>	<u>TRADE</u>	<u>EXPERIENCE / YEARS</u>

9. Has your company completed floor replacements and/or installations of this nature for other City or Government entities such as Fire Stations and/or Training Centers? If yes, indicate Government entities. Installer must have completed at least five (5) successful projects of this kind and provide contacts as such for the City of Troy.

10. Indicate if your company has performed work for the City of Troy previously.

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS:

Signature of Authorized Company Representative: _____

Company: _____

Address: _____

Phone Number: _____

Representative's Name: _____

(Print)

Date: _____

CITY OF TROY
EPOXY FLOOR REMOVAL AND REPLACEMENT

GENERAL SPECIFICATIONS

A. Contractor Qualifications

1. The Contractor shall be duly licensed by the appropriate authorities to perform this work.
2. Insurance requirements shall be in accordance with the attached SAMPLE CERTIFICATE.
3. The Contractor shall conform to all applicable Federal, State and Local laws.

B. General Specifications

1. Each individual or company shall be responsible for visiting the site of the proposed work in order to fully acquaint him or herself with existing conditions so that the company may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. The failure or omission to receive and examine any documents, forms, instruments, addendum, or other information, or to visit the site and acquaint oneself with conditions existing there shall in no way relieve any individual or organization from any obligation with respect to the proposal or to the contract. The submission of a bid proposal shall be taken as prima facie evidence of compliance with this section.
2. Contractor guarantees the reimbursement, repair, replacement and/or restoration, to the satisfaction of the City, any property (City or private), destroyed or damaged by careless or accidental use of equipment or machinery in the performance of the contract. This shall include but not be limited to plant material, buildings, turf, asphalt, concrete, traffic signs, pedestrians, and automobiles.
3. The Contractor shall not sublet, assign or transfer the contract of any portion or any payment due to the contractor there under, without written consent of the City.
4. The Contractor shall use materials as specified in the specifications. Material other than specified will be permitted only after written application by Contractor and written approval by the City prior to bid opening. Substitutions will only be allowed when in the best interest of the City.
5. The Contractor shall furnish all such equipment, tools and labor necessary to pursue work in an acceptable manner and to a speedy completion. This contract is based on the Contractor furnishing and using his/her own equipment, tools and labor which are suitable to carry out this contract in an efficient manner, unless otherwise herein specified.
6. The Contractor shall keep the premises free from rubbish and debris at all times and shall arrange his or her material storage so as not to interfere with the City's operation of the job. Materials are not to be delivered to the site until work is to commence. All unused materials, rubbish and debris shall be removed from the site. The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy
7. The Contractor shall be responsible for requesting staking of utilities if necessary; by calling MISS DIG, 1-800-482-7171. The Contractor shall conduct his or her work so as to prevent interruption of service or damage to them. The Contractor shall protect existing structures and utility services and be responsible for their replacement if damaged by him or her, or to make necessary adjustment in their location if required in order to complete the work of this contract.

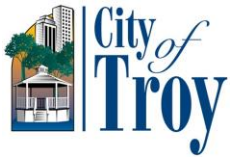
8. All local, municipal, and state laws, rules and regulations concerning or relating to any portion of this work are hereby incorporated into and made part of these specifications and their provisions shall be carried out by the fence contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations. However, when these specifications and/or drawings call for or describe materials, workmanship, or construction of a better quality, higher standard or larger size, these specifications and/or drawings shall take precedence over the requirements of said rules, regulations, or codes.
9. Any permits for the installation or construction of any of the work included under this contract, which are required by any of the legally constituted authorities having jurisdiction shall be obtained by the Contractor at the proper time. Fees for any necessary permits will be waived by the City.
10. The Contractor agrees that he or she will not discriminate against any employee or applicant for employment during the performance of this contract with respect to hire, tenure, terms, conditions, or privileges of employment, or color, religion, national origin, age, sex, height, weight, or marital status.
11. The Contractor must conform to all Federal, State, and Local labor laws.
12. Any deviations from these specifications must be approved in writing by a designated representative in the Streets and Drains Division.
13. The City may, without invalidation of the original contract, order changes as may from time to time be deemed desirable or necessary. The Contractor will provide the City with a detailed estimate of the cost of the proposed change.

C. Scope of Work - The scope of work under this contract includes :

Epoxy Floor Removal and Replacement – Located at the Police and Fire Training Center

1. Remove existing quartz epoxy floor system to a clean concrete floor surface with exposed aggregate.
2. Saw cut joints to be cut and cleaned out and filled with a Versaflex SL 75 Polyurea.
3. All cracks and divots or holes shall be filled with a polish-able like filling material to best match the concrete.
4. Using a series of metal bond diamonds flatten the floor surface and expose the aggregate.
5. All edging must look the same as the entire floor when finished.
6. Using a series of ceramic bond diamonds smooth the entire floor surface.
7. Using a series of resin bond diamonds polish the entire floor surface to a 400 grit gloss.
8. Then apply a color of a solvent base vivid dye if requested by the owner at the rates and procedures by L&M Chemical.
9. The apply the concrete floor hardener/densifier LionHard at recommended rates and procedures by the Manufactures L&M Chemical, and a second coat if needed.
10. Then polish with 800 and 1500 grit gloss resin bond diamonds the entire floor surface.
11. Then apply the liquid/oil inhibitor Petrotex at the recommended rates and procedures by manufactures rates and procedures and burnish in with a propane high speed burnisher at a 3000 grit gloss.
12. If needed apply a polyurethane sealer at the wall and floor joint to seal.
13. Apply 4" epoxy drive lines as indicated by the owner approximately 700 LF.
14. Work shall be completed keeping the facility operational with apparatus staged in the facility.
15. Contractor shall supply electric power.
16. Contractor shall supply a dumpster to put waste generated by this project.
17. Contractor shall supply a written warranty by the installer and the manufacturer for a minimum (10) year period.

18. **Working Hours** - The Contractor should be aware of the City of Troy Ordinance, Title IX, Chapter 88, Public Nuisance, that limit working hours to be between 7:00 am and 8:00 pm, Monday through Saturday. Applying for a variance to this ordinance will be the responsibility of the Contractor if longer working hours are required. Permission must be obtained from the City to work on Sundays and holidays.
19. **Safety Barriers** - The Contractor shall at all times have the construction site barricaded off to the general public until such time each site is accepted by the City. This barricade shall be a minimum of 4' in height and of a nature that will prevent children from crawling through it.
20. **Storage of Materials** – The City shall hold the Contractor responsible for all materials until they are incorporated into the work and given final acceptance by the City of Troy.
21. **Date of Completion:** As Specified.



Legal Status of Bidder:

The Bidder shall fill out the appropriate form and strike out the other two:

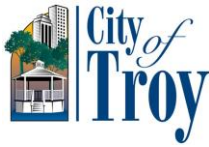
A **corporation** duly organized and doing business under the laws of the State of _____ for whom _____, bearing the office title of _____, whose signature is affixed to this proposal, is duly authorized to execute contracts.

A **partnership**, all members of which, with addresses, is:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

AN **INDIVIDUAL**, WHOSE SIGNATURE IS AFFIXED TO THE PROPOSAL:

_____	_____
-------	-------



**CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NON-COLLUSION AFFIDAVIT**

TO WHOM IT MAY CONCERN:

_____, being duly sworn deposed, says that he
(Print Full Name)

is _____. The party making the foregoing proposal or bid,
(State Official Capacity in Firm)

that such bid is genuine and not collusion or sham; that said bidder has not colluded, conspired, connived, or agree, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding and has not in any manner directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price or affiant or any other bidder, or to fix any overhead, profit, or cost element of said bid price, or that of any other bidder, or to secure the advantage against the City of Troy or any person interested in the proposed contract; and that all statements contained in said proposal or bid are true.

SIGNATURE OF PERSON SUBMITTING BID

NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____
day of _____, 20____
in and for _____ County.

My commission expires:



**CERTIFICATION REGARDING
DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal, or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

[] I am able to certify to the above statements.

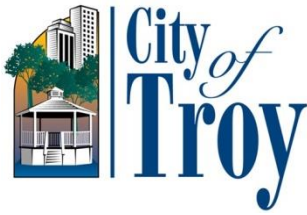
Name of Agency/Company/Firm *(Please Print)*

Name and title of authorized representative *(Please Print)*

Signature of authorized representative

Date

[] I am unable to certify to the above statements. Attached is my explanation.



**VENDOR CERTIFICATION
THAT IT IS NOT AN
“IRAN LINKED BUSINESS”**

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an “IRAN LINKED BUSINESS”, as defined by law.

Vendor	
Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number/State	
Taxpayer I.D. #	

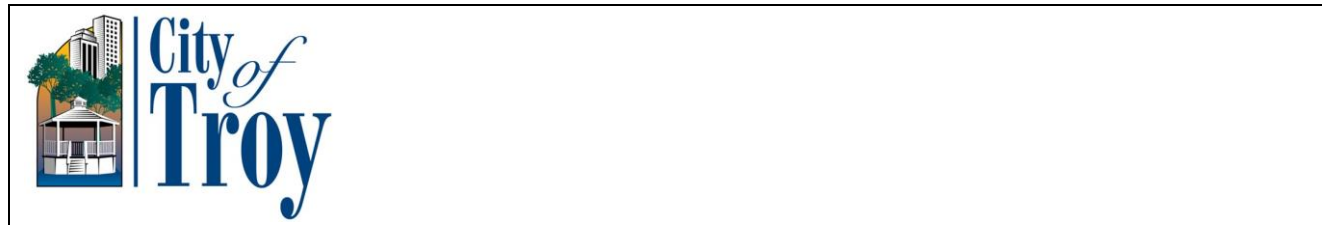
The undersigned, with: 1.)full knowledge of all of Vendors business activities, 2.)full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and 3.) the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that: the Vendor is NOT an “IRAN LINKED BUSINESS” as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Troy.

Signature of Vendor’s Authorized Agent: _____

Printed Name of Vendor’s Authorized Agent: _____

Witness Signature: _____

Printed Name of Witness: _____



PUBLIC ACT 57

STATE OF MICHIGAN

89th LEGISLATURE

REGULAR SESSION OF 1998

Introduced by Resp. Middaugh, Alley, Brackenridge, Olshove, Dobronski, Griffin, Gernaat, Walberg, Rhead, Richner, Kukuk, Callahan, Murphy, Thomas, Leland, Profit, Palamara, Wetters, McNutt, Varga, Gagliardi, Gustafson, Kilpatrick, Sikkema, Schermesser, Birkholz, Bodern, Dobb, Raczkowski and Perricone.

ENROLLED HOUSE BILL NO. 5607

AN ACT to require contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for the modifications of contracts for improvement to real property; to provide for remedies; and to repeal acts and parts of acts.

The People of the State of Michigan enact:

Sec. 1. As used in this act:

- (a) "Contractor" means a person who contracts with a governmental entity to improve real property or perform or manage construction services. Contractor does not include a person licensed under Article 20 of the Occupational Code, 1980 PA 299, MCL 339.2001 to 339.2014.
- (b) "Governmental Entity" means the state, a county, city, township, village, public educational institution, or any political subdivision thereof.
- (c) "Improve" means to build, alter, repair, or demolish an improvement upon, connected with, or beneath the surface of any real property, to excavate, clear, grade, fill, or landscape any real property, to construct driveways and roadways, or to perform labor upon improvements.
- (d) "Improvement" includes, but is not limited to, all or any part of any building, structure, erection, alteration, demolition, excavation, clearing, grading, filling, landscaping, trees, shrubbery, driveways, and roadways on real property.
- (e) "Person" means an individual, corporations, partnership, association, governmental entity, or any other legal entity.
- (f) "Real Property" means the real estate that is improved, including, but not limited to, lands, leaseholds, tenements, hereditaments, and improvements placed on the real property.

PUBLIC ACT 57

Page 2 of 2

Sec. 2. A contract between a contractor and a governmental entity for an improvement that exceeds \$75,000.00 shall contain all the following provisions:

- (a) That if a contractor discovers 1 or both of the following physical conditions of the surface or subsurface at the improvement site, before disturbing the physical condition, the contractor shall promptly notify the governmental entity of the physical condition in writing.
 - (i) A subsurface or latent physical condition at the site is differing materially from those indicated in the improvement contract.
 - (ii) An unknown physical condition at the site is of an unusual nature differing materially from those ordinarily encountered and generally recognized as inhering in work of the character provided for in the improvement contract.
- (b) That if the governmental entity receives a notice under subdivision (a), the governmental entity shall promptly investigate the physical condition.
- (c) That if the governmental entity determines that the physical conditions do materially differ and will cause an increase or decrease in costs or additional time needed to perform the contract, the governmental entity's determination shall be made in writing and an equitable adjustment shall be made and the contract modified in writing accordingly.
- (d) That the contractor cannot make a claim for additional costs or time because of a physical condition unless the contractor has complied with the notice requirements of subdivision (a). The governmental entity may extend the time required for notice under subdivision (a).
- (e) That the contractor cannot make a claim for an adjustment under the contract after the contractor has received the final payment under the contract.

Sec. 3

- (a) If the contractor does not agree with the governmental entity's determination, with the governmental entity's consent the contractor may complete performance on the contract.
- (b) At the option of the governmental entity, the contractor and the governmental entity shall arbitrate the contractor's entitlement to recover the actual increase in contract time and costs incurred because of the physical condition of the improvement site. The arbitration shall be conducted in accordance with the rules of the American Arbitration Association and judgment rendered may be entered in any court having jurisdiction.

Sec. 4. If an improvement contract does not contain the provisions required under Section 2, the provisions shall be incorporated into and considered part of the improvement contract.

Sec. 5. This Act does not limit the rights or remedies otherwise available to a contractor or the governmental entity under any other law or statute.

Sec. 6. This Act is repealed effective December 31, 2001.

Enacting Section 1. This Act takes effect 180 days after the date this Act is enacted.

This Act is ordered to take immediate effect.

(Signed by John Engler, Governor of Michigan, at 3:00 p.m. on April 8, 1998)



**STATEMENT OF NO BID
CITY OF TROY**

BID NUMBER: ITB-COT 15-29
TITLE: FLOOR REMOVAL AND REPLACEMENT

Please Send or Fax To:
 City of Troy Purchasing Department
 500 W. Big Beaver Rd.
 Troy, MI 48084

FAX NUMBER: (248) 619-7608

We, the undersigned, have declined to bid on the subject bid for the following reasons:

Check All That Apply	<i>REASON</i>
	Our company does not handle the type of product / service
	We cannot meet the specifications nor provide an approved alternate – please explain below
	Our company is not interested in bidding at this time
	Job is too small
	Job is too large
	Cannot be competitive
	Liability Issues such as insurance, bonding, indemnification, hold harmless
	Insufficient time to respond – please explain below
	Our company's schedule would not permit performance of the specifications
	Other – describe below

REMARKS: _____

COMPANY INFORMATION:
 COMPANY NAME: _____
 SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE: _____
 TITLE: _____
 COMPANY: _____
 ADDRESS: _____

 FAX NUMBER: _____ TELEPHONE NUMBER: _____

IMPORTANT NOTE: To qualify as a respondent to the bid, the vendor must submit a bid or return this completed form.

VENDOR REGISTRATION: The City of Troy uses the MITN website for vendor registration, bid and tabulation posting, award information and other processes. Final bid results will be posted on the MITN website after award. Please register to see results - www.mitn.info.