



City of Rochester Hills
Solicitation for Quotation
CDBG Mobile Home Furnace Replacement
SFQ-RH-16-071

DATED: August 18, 2016. The City of Rochester Hills is soliciting quotations from qualified and experienced firms to provide and install mobile home replacement furnaces in the City of Rochester Hills, Michigan on an **as needed basis** for qualified residents to the extent that Community Development Block Grant (CDBG) funds are available for the winter heating season 2016-2017 (October 1, 2016 through September 30, 2017). Businesses owned by women or minorities are strongly encouraged to apply.

If you are interested in providing a quotation, please fill in the following information and mail, fax or submit online via the MITN website no later than the due date of **Thursday, September 8, 2016 @ 4:00 p.m.** All hardcopy (emailed, mailed or faxed) quotations should be directed to the attention of: Keri J. Bright, CPPB, Purchasing Analyst, Phone: 248.841.2538; Fax 248.608.8178, email: brightk@rochesterhills.org, City of Rochester Hills Purchasing Division, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309 or submitted online through the MITN website.

Questions are to be directed to Keri J. Bright, CPPB, Purchasing Analyst, Phone: 248.841.2538 or fax 248.608.8178 or email: brightk@rochesterhills.org; questions regarding the quotation must be made in writing prior to Wednesday, August 26, 2015 @ 11:30 a.m., at which time a response will be prepared and forwarded to all vendors as an amendment, or an addendum to the quotation, if such information would be of significance to uninformed vendors. Questions received after the date and time above will not be considered. Only the person designated above is authorized to seek additional information from prospective firms regarding their quotation. Correspondence or inquiries made directly to firms regarding their quotation from other persons are to be directed to the employee designated above for appropriate review and response.

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

Please note if you are submitting a quote through the MITN website, the City of Rochester Hills is capable of accepting documents in **.docx, .pdf, .jpg, .tif or rtf formats**. Due to security risks associated with some file formats, the following file types are not able to be opened by the City: DOC, DOCM, DOT, XLS, XLSM, XLSB, XLT, PPT, PPTM, RTF. All of these formats can contain malicious code. The City is also not able to open ZIP files at this time. Alternatively you could convert these files to PDF.

The submission of a quotation hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered, and the character, quantity and quality of the work to be performed. All quotation prices shall remain in effect for at least ninety (90) days from the date of the quotation opening, whichever comes first. No contract will be awarded until after acceptance of the recommended quotation by the City Council.



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Project Description.

The City of Rochester Hills is soliciting quotations from qualified and experienced firms to provide and install mobile home replacement furnaces in the City of Rochester Hills, Michigan on an **as needed basis** for qualified residents to the extent that Community Development Block Grant (CDBG) funds are available for the winter heating season 2016-2017 (October 1, 2016 through September 30, 2017). Businesses owned by women or minorities are strongly encouraged to apply.

General Conditions.

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

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

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

The City of Rochester Hills reserves the right to terminate the contract without penalty upon 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. His/her decision will be deemed in the City of Rochester Hills' best interest and will be final. The City of Rochester Hills reserves the right to re-award the contract to the second most qualified quotation, re-quote the contract or do whatever is deemed to be in its best interest.

The successful proposer shall provide all equipment, installation, supervision, labor, insurance, materials, supplies and site work necessary to complete the project. All work shall be performed in a professional manner and shall be in compliance with all applicable local, State and Federal laws, rules, regulations, zoning ordinance, as well as MIOSHA guidelines in effect at the time of the award of contract. All licenses and permits required by the State of Michigan, and/or the City of Rochester Hills, which is necessary to perform this work, must be obtained prior to the award of contract.

All work shall meet with the approval of the City's authorized representative, as conforming to the provisions and requirements of this contract. The Contractor will provide competent, suitable and qualified personnel to perform the work required.

In 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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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.

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

The Contractor shall report observed damages to the Debby Hoyle, Fiscal Department, prior to performing services. Failure to report any damages may result in the Contractor being held responsible for such damages.

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

Municipalities are exempt from Michigan State Sales and Federal Excise Taxes. Prices proposed shall not include Federal or State taxes. The City will furnish the successful Contractor with tax exemption certificates when requested.

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

The contract may be terminated by either party by giving thirty (30) days written notice of such intent and will become effective thirty (30) days from the date such written notice is delivered to the applicable party to the contract.

A designated representative of the City of Rochester Hills will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City of Rochester Hills' best interest and will be final. The City of Rochester Hills reserves the right to re-award the contract to the second most qualified quotation, re-quote the contract, or do whatever is deemed to be in its best interest.

The 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



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approval of the City of Rochester Hills before any consent to assign is given, the successful vendor and its assignee shall bring current all moneys 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.

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

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

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.

Contractors are cautioned to read the specifications carefully, as there may be special requirements not commonly offered by the equipment manufacturer. Contractors are cautioned that units delivered to the FOB points that do not meet specifications in every aspect will not be accepted.

Natural Gas Mobile Home Replacement Furnace:

1. Provide all necessary materials, equipment and labor.
2. Removal and disposal of existing mobile home furnace.
3. Install all necessary ductwork, roof stack, vent, gas pipe, gas connections and electrical necessary to complete installation of replacement furnace, as necessary.
4. Mobile homes are all single story dwellings, Vendors should base their quotation on the average height; 99 inches-120 inches is the measurement in inches of total height from the floor to roof. The roof stack is sold as a telescoping unit so that it can be adjusted to size needed. If for some reason there is an unforeseen rarity where the roof stack is much higher than that of a normal mobile home, then that is an issue that will have to be taken into account if that problem arises.
5. Install a replacement furnace.
 - a. Coleman – Model #DGAA 077 BDTA.
 - b. Or approved equal (provide all specifications when quoting other than model above).
6. Obtain all applicable permits (City of Rochester Hills Building Department 248.656.4615).



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7. Contractor must provide warranty information.
8. 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.
9. The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected and until all approvals have been granted by the City of Rochester Hills Mechanical/Building Inspector.
10. Work start and completion dates shall be strictly adhered to.
11. Upon completion and final acceptance of work, the contractor will promptly remove from the premises all leftover materials, rubbish accumulated during the work and any other equipment. The premises will be left in a clean and neat condition.
12. The City reserves the right to split or abstract any or all quotations and award multiple contracts for the same quotation, based on price, availability and service when it best serves the City of Rochester Hills; therefore, it is not necessary that you provide pricing for every item.
13. The equipment furnished under this specification shall be the latest improved model in current production, as offered to commercial trade, and shall be of quality workmanship and material. The Proposer represents that all equipment offered under this specification shall be new; used, shopworn, demonstrator, prototype or discontinued models are not acceptable.
14. The Proposer should submit with the quotation the latest printed literature and detailed specifications on equipment the Proposer offers to furnish; this literature is for informational purposes only.
15. The unit shall be completely assembled and adjusted, and all equipment, including standard and supplemental equipment shall be installed and the unit made ready for continuous operation.
16. Unit(s) furnished to this specification shall meet or exceed all requirements.
17. No contract will be automatically renewed at the end of any contract term.
18. Exact quantities to be purchased are unknown and the City is not obligated to order or accept more than the City's actual requirements during the period of this contract, as determined by actual needs of qualified individuals and availability of appropriated funds. However, the Vendor will be required to furnish all such materials as may be ordered during the contract period.

Discrimination Prohibited.

The contractor shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, condition 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 Agency and the Municipality 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



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qualified handicapped individual shall, solely by reason of his/her handicap, be excluded from 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 Agency shall comply with all applicable regulations promulgated pursuant to the Civil Rights Act of 1964 as amended.

Ineligibility of Iran Linked Businesses.

Under 2012 PA517, an Iran linked business, as defined therein, is not eligible to contract with the City and shall not submit a bid.

Prohibition of Political and Religious Activity.

There shall be no religious worship, instruction or proselytization as part of, or in connection with, the performance of this agreement. None of the funds, materials, property or services under this agreement shall be used in the performance of this agreement for any partisan political activity, including lobbying, as specified in Federal Circular A-122 Cost Principles for Nonprofit Organizations -- lobbying revisions, or to further the election, defeat, recall, impeachment, appointment or dismissal of any candidate for or from any public office.

Invoices and Payment Terms:

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

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

- Received or completed in full
- Inspected and found to comply with all specifications and be free of damage or defect
- Properly invoiced.
- Checks will only be made payable to the company name as shown on the purchase order; the invoice must reflect this same company name as the "pay to."

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



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Hold Harmless.

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working on 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 on 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.

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 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.



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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 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.

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QUOTATION RESPONSE FORM

Mobile Home Natural Gas Furnace Installed:

Manufacturer: _____ Model #: _____

BTUs: _____

Specifications: _____

Price (Pricing includes removal and disposal of old mobile home furnace, all necessary permit fees; and installation, including all necessary ductwork, gas pipe, gas connections and electrical necessary to complete installation of replacement mobile home furnace).

\$ _____

Manufacturer Warranty: _____

Extended Warranty Cost: \$ _____ per _____

Extended Warranty Covers: _____

State approximate time for installation after confirmation of Purchase Order.

Can you provide a 24-hour turnaround time in the event of an urgent need in order to provide heat to a mobile home during the winter months?



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Have you included a copy of the latest printed literature and detailed specifications on equipment?

Yes _____ or No _____

Please provide detailed information on your warranty.

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

Additional Information/Points not addressed _____

Did you provide a completed W-9? Yes _____ or No _____

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

Please provide at least three (3) client references. Include name, address, phone number, contact person and briefly describe scope of services performed.



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Vendor Information.

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

No contract will be awarded until after acceptance of the recommended quotation by the City Council.

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

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

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

TELEPHONE _____ FAX _____

CELLULAR PHONE NUMBER _____

AUTHORIZED REPRESENTATIVE'S NAME: _____

SIGNATURE: _____

TITLE: _____

EMAIL ADDRESS: _____

DATE: _____