

ADDENDUM

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City of Wixom Renovations 2024

**COMM. NO. 23002 &
23016**

ADDENDUM NO. 02

DATE: 04/11/24

TO: Bidders

It is understood and accepted that the work of this Addendum shall supplement and form a part of the original Specifications, Drawings, General Conditions, Special Conditions, Instructions to Bidders, and any and all stipulations thereof.

This Addendum is issued prior to the receipt of bids and the intent thereof is to record and insert certain changes, additions, and clarifications of the contract documents. All items shall be considered in connection with the various Contractors' Proposals.

CONTENTS

This Addendum contains 2 pages and no other drawings or information not specifically included.

NO. DESCRIPTION

- 01 ADD work and material for design/build Automatic Fire Suppression system modifications at the new Library rooms and their perimeter. Work includes a sketch plan and design for approval by the fire marshal. Per A3.0 the ceiling lowers to a 10' ht. at the Tutor Rooms and the fire suppression heads are added and lower accordingly.
- 02 ADD work and material for the Fire Alarm modification and the addition of a National Time brand horn and strobe device, wired and connected to the existing alarm system, in each of the three Library rooms. Guardian Alarm provides system monitoring.
- 03 ADD work to protect Library smoke sensors and Relocation of 1 sensor (which is hardwired to the system) per the new Library Rooms configuration.
- 04 CLARIFY that a soil erosion permit is not required. CLARIFY that the concrete walk replacement at the Building B entryways must be done in 2 parts to allow staggered egress access. CLARIFY that dust control and site cleaning during work are included.
- 05 DELETE general contractor providing Gas Service or Temporary Heat. The building heating system will remain active.
- 06 CLARIFY the owner will remove & replace existing security cameras at work areas.
- 07 CLARIFY this project is not prevailing wage per the funding sources.
- 08 ADD electrical work for motorized roll shutter at Building Department Counter. New junction box above ceiling and new exposed conduit on the wall, New switch control for the motorized shutter system.

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- 09 CLARIFY that Insurances and Bonds are required from the General Contractor per Specifications, IB and Division 01. CLARIFY that Builders Risk and Boiler Insurance is by the owner.
- 10 CLARIFY General Contractor provides a testing company for the site flatwork concrete per load and compaction testing of the flatwork subgrade.
- 11 CLARIFY all electrical work including switches, stovetop circuit at break room, new lights, auto roll shutter, auto doors circuit and connections, sensors, and as shown is work by the General Contractors electrical contractor. The electrical contractor pulls a permit with the city and the permit fee is waived.
- 12 CLARIFY the double bowl sink at the P.D. kitchenette/break room is included in the work: American Standard Raviv Pull Down Faucet and 33" Stainless Steel Double Bowl Kitchen Sink Kit (*non barrier free per Emergency Services building code). Also plumbing work to connect and extend drain/lines. The plumbing contractor pulls a permit with the city and the permit fee is waived.
- 13 CLARIFY that the U.V. Cleaner and V.A.V. areas of work are not included in this project.
- 14 CLARIFY that the owner supplied microwave has a carbon filter and no exhaust to the exterior.
- 15 ADD specification for Electric motor operated Rolling Shutter at Building Department Counter: Overhead Door Aluminum Shutter with Electric operation Model 652. Clear Anodized Finish. 2 year warranty.
- 16 CLARIFY/ADD flooring:
 - ADD walk off carpet at vestibules 2 vestibules at Building B auto door work areas. Mannington Force Frixion color Kinetic 11360. 36 oz. face weight. Patterned Loop. 18"x36". No wallbase.
 - CLARIFY P.D. kitchenette/break room – protect existing LVT planks and use existing, owner attic stock and floor leveler as needed to install new planks at wall & millwork removal and plumbing. New vinyl wall base where walls added or changed.
 - CLARIFY Building Department approximately 19' x 13' work area. Use owner attic stock for carpet flooring with releasable, system matching glue and lace in existing carpet squares at the perimeter with better condition, existing floor squares. New vinyl wall base at exposed areas of wall in work area.
 - CLARIFY Senior Center, offices, and hallway – new carpet and new matching carpet wall base. (Senior Center kitchen, storage and bathrooms existing flooring to remain).
- 17 CLARIFY that new auto door entries (4) at Building B are custom color green to match existing. CLARIFY that auto doors must be done in 2 phases, to allow egress at one side.

END OF ADDENDUM



City of Wixom
City Clerk
49045 Pontiac Trail
Wixom, MI 48393

REQUEST FOR PROPOSAL

2024 City of Wixom Upgrades

Proposals will be accepted by the City Clerk, City of Wixom, 49045 Pontiac Trail, Wixom, MI 48393 until 2 pm on April 24, 2024.

The City of Wixom is a participating agency in the Michigan Inter-Governmental Trade Network (MITN). Interested vendors are encouraged to register with MITN at www.bidnetdirect.com to view Bid/RFP announcements and/or specifications for this and all open Bids and RFPs for the City of Wixom. These bid specifications will be posted by September 14, 2023, on the MITN network.

Two (2) copies and one (1) electronic copy (thumb drive) of sealed proposals must be received at the City of Wixom - City Clerk's Office, 49045 Pontiac Trail, Wixom, Michigan 48393 no later than 2 pm on April 24, 2024. Proposals must be clearly marked "2024 City of Wixom Upgrades."

The City of Wixom reserves the right to reject all Bids at their sole discretion. The City of Wixom reserves the right to reject any Bid that is not submitted on and/or supported by a bill of materials. Each municipality reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the City.

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REQUEST FOR PROPOSAL

Introduction: The City of Wixom, (hereafter referred to as "City") is seeking proposals for City of Wixom Fire Department Upgrades. These upgrades will include renovated living quarters for the Firefighters and be to current codes and regulation standards.

At any time prior to the specified time and date set for the proposal submission, a bidder may withdraw their proposal. Any proposal modification must be in writing, executed by the authorized person and submitted prior to the final submission due date. Proposals received after the submission deadline may be considered only if no other proposals are received by the deadline. The City reserves the right to disqualify any bidder on the basis of any real or apparent conflict of interest that is disclosed in the proposal submitted or at any time to the City, at the sole discretion of the City.

The specifications provided by the successful Bidder shall meet or exceed all requirements described in this RFP and any additional Bid documents provided by the City.

SECTION 1 INVITATION TO BID

- A. **BID ACCEPTANCE.** The City will accept sealed responses ("Bids") to this Request for Proposals (RFP) for Fire Department Upgrades which comply with the Invitation to Bid, Bidder Instructions, General Conditions, Scope of Work, Timeline Requirements, Awarded Contract Requirements, Products, and Services Specifications, and System Documentation & Warranty set forth below and submitted to the City of Wixom at the following address:

City of Wixom
Attention: Clerk's Office
49045 Pontiac Trail
Wixom, MI 48393

RE: BID- 2024 City of Wixom Upgrades

- B. **FACILITIES/BUILDING WALK-THROUGH.** A mandatory pre-bid meeting and walk-thru was held onsite April 04, 2024.
- C. **INDEPENDENCE.** By submission of a proposal, a Bidder certifies that the Bidder has not paid or agreed to pay any fee or commission, or any other thing of value, contingent on the award of this contract to any employee, official or current contracting consultant of the City. The Bidder certifies that the financial information in this statement has been arrived at independently and without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such costs with any other proposal or Bidder.
- D. **PUBLIC RECORD.** The contents of the proposals shall be considered public records of the City. Any Bidder submitting a proposal hereunder further acknowledges and agrees that the City is a public entity that is required to abide by laws governing public records and shall not be liable for disclosures required by law. All materials submitted in response to this RFP shall become the property of the City upon delivery to the address set forth above.

SECTION 2 BIDDER INSTRUCTIONS

- A. **BID OPENING.** All Bid responses to this RFP must be placed in a sealed envelope, labeled as follows: 2023 City of Wixom Fire Department Upgrades. The Bid will include one (1) original, one (1) copy, and one (1) electronic file (thumb drive) of the Bid proposal.
1. Bid responses will only be considered via written paper format. No email, facsimile, oral or other non-written documents will be considered.
 2. Bids not received at the City of Wixom's Clerk's Office by the Bid closing time of April 24, 2024, at 2 pm will not be considered.
 3. The Bidder shall be responsible for the timely delivery of the Bid to the City of Wixom's Clerk's Office. The City will not be liable to any Bidder for any delivery or postal delays. Postmarking of the Bid prior to the closing date will not be a substitute for timely receipt of the Bid.
 4. If the City of Wixom Offices are closed due to unforeseen circumstances on the Bid opening date, Bids will be due at the same time on the next day the City Offices are open. Instructions will be posted on MITN.
- B. **GENERAL REQUIREMENTS.**
1. The City or its representatives shall not be held responsible for expenses incurred in the preparation or subsequent presentation of the Bid response.
 2. This RFP for City of Wixom 2024 Upgrades is not an offer to enter into a contract, but rather a solicitation for Bids.
 3. The Bidder shall supply, upon request, samples and/or brochures of the proposed materials and equipment with the Bid.
 4. The City of Wixom shall provide drawings as associated with this project following the acceptance of the bids.
 5. The City reserves the right to reject all Bids at their sole discretion.
 6. The City reserves the right to reject any Bid that is not submitted on and/or supported by a bill of materials.
 7. The City reserves the right to reject any and all Bids in whole, or in part, and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the City.
- C. **BID IDENTIFICATION REQUIREMENTS.** The Bid shall include the full legal name of the Bidder, its business address, telephone number, and a statement identifying the Bidder as a sole proprietorship, partnership, corporation or other legal entity. A proprietorship shall state the full name of the proprietor, a partnership shall state the full names of the general partners and a corporation shall identify the state in which it is incorporated. Each copy of the Bid shall be signed by the person or persons legally authorized to bind the Bidder to a contract.
1. The Bidder shall complete and submit, along with the Bid, a Bid Signature Page, Appendix A, in longhand, in ink, by an authorized representative.
 2. The Bidder shall complete and submit, along with the Bid, a Bill of Materials, Appendix A, summarizing the details of the Bid and identifying materials for each location.
 3. The submitted Bid shall include a Qualifications Questionnaire, Appendix B, properly completed and signed by an authorized representative of the Bidder. The qualifications questionnaire shall include a list of at least four (4) references, one (1) of which must be a municipality or local government for a similar scope of work performed within the past three (3) years.

- D. **DEFINITIONS.** The foregoing definitions apply to this Request for Proposal (RFP) only.
1. **City**– The City of Wixom, including all operational locations.
 2. **Bidder(s)**– The business entities and/or person(s) submitting the Bid.
 3. **Bid(s)**- A complete and properly executed proposal to perform the scope of work, or designated portion thereof, for the sums stated within the Bid.
 4. **Base Bid**- The sum stated in the Bid for which the Bidder offers to perform the Scope of Work wherein work may be added or subtracted for sums stated in the alternate Bid, if any.
 5. **Alternate Bid**- An amount stated in the Bid to be added or subtracted from the amount of the base Bid, if said change in the scope of work, method of construction, and/or materials is accepted by the City.
 6. **Selected Vendor/Contractor**- The Bidder(s) receiving formal notice of acceptance of its/his/her Bid(s) and duly served by an agent of the City duly authorized to give such notice.

SECTION 3 GENERAL CONDITIONS in tandem with the Architect Specifications

A. **RIGHTS OF ACCEPTANCE OR REJECTION.**

The City of Wixom reserves the right to reject all Bids in its sole discretion. The City reserves the right to reject any Bid that is not submitted on and/or supported by a bill of materials. The City reserves the right to reject any and all Bids in whole or in part and accept any Bid or portion of the Bid that, in their opinion, best serves the interests of the City of Wixom.

B. **QUALIFICATION OF BIDDERS.**

To assure the City of the quality of workmanship, materials, products, and/or services, the City will retain the right and has complete discretion to qualify or disqualify any Bidders on the basis of available information concerning the Bidder's ability to perform as needed and the suitability of the products and/or services included in the Bid as described in this RFP. Each Bidder, by submitting a Bid, represents that:

1. The Bidder has read and understands all the Bid requirements, conditions, and specifications contained herein.
2. The Bid is based upon the materials, systems, and equipment described, without exception, in all Bid documents supplied by the City.
3. The Bidder is licensed with the State of Michigan as Mechanical Contractors for Installation and unlimited Systems Repair; shall be required to register their State Mechanical and/or Electrical License with the City of Wixom (applicable fees apply).
4. The Bidder must obtain appropriate permits with the building department for Installation (at no cost)
5. The Bidder must submit credentials listing the qualifications of the personnel that will be assigned to this contract and must have experience with the following types of equipment and systems:
 - Plumbing
 - Electric and Electronic Controls

C. **VARIANCE AND PRICE.**

Any variance from the specifications of this RFP must be fully explained in writing by the Bidder. All prices quoted in the Bid must be on a unit price basis and include the total price. The price of an item or unit of a given product as promised in a Bid cannot be changed by the service provider regardless of whether the City changes the quantity of the item or unit needed.

D. MANUFACTURER(S) DISCOUNTS.

The City reserves the right to receive any and all manufacturer(s) price reductions, discounts or rebates that are received by the selected vendor/contractor for the specified products and/or services. The selected vendor/contractor agrees to pass any and all cost savings from the manufacturer(s) for the specified products and/or services to the City by way of a setoff of monies owed or refund of monies paid by the City.

E. REMOVAL AND DISPOSAL OF OLD MATERIALS.

The selected vendor/contractor is responsible for the safe disposal of all existing items being replaced by items covered in the RFP. Said disposal shall follow any EPA guidelines, and be completed with generally accepted safe disposal guidelines. The City reserves the right to identify at the pre-bid meeting to discuss specific items which it may wish to retain.

F. CLEAN-UP.

The selected vendor/contractor must, at all times, keep the premises free from accumulations of waste materials caused by the work, and upon completing the work, must remove all work-related rubbish from and about the building(s) and must leave the work area broom clean, or its equivalent. In the case of a dispute, the Municipality may remove the rubbish and charge the cost to the selected vendor/contractor.

G. ADDENDA.

Any clarifications or modifications to the specifications for the RFP will be issued by the Municipality in the form of an addendum. Any addendum issued during the bidding period will be posted on MITN.

1. No verbal statements by the City will be considered as binding or enforceable against the City.
2. No requests for clarifications or modifications will be processed after the closing date as posted in Section 5: Timeline Requirements.

H. FEDERAL, STATE AND LOCAL TAXES.

All products and/or services furnished by the selected vendor/contractor must comply with all applicable federal, state and local codes and regulations. All Bids must include, and the selected vendor/contractor must pay, all taxes levied by the Federal, State, and Local Governments, on both labor and materials. The City reserves the right to require evidence of such tax payments prior to final payment of the contract. The City is exempt from Federal Excise and State Sales Taxes. To comply with these regulations, sales tax is not to be included in the Bid.

I. PROJECT IMPLEMENTATION.

The selected vendor/contractor shall have sufficient resources to complete the project within the allotted timeframe and shall, upon request, demonstrate that they have the resources necessary to fulfill the timeline requirements contained in Section 5.

J. NO DISCRIMINATION.

The selected vendor/contractor and their subcontractors are required not to discriminate against any employee or applicant for employment to be employed in the performance of the Bid with respect to hire, tenure, terms, conditions or privileges of employment, because of race, color, religion, national origin, or ancestry or also because of age or sex, except based on a legitimate occupational qualification. Violation of this requirement may be regarded as a material breach of the Michigan Fair Employment Practices Act and may be subject to prosecution.

K. NO SMOKING POLICY.

The City adheres to a mandatory no-smoking policy on their premises and/or at Community functions. All Bidders shall comply with this no-smoking policy.

L. PRODUCTS AND SERVICES SPECIFICATIONS.

It is the intent of the specifications in Section 7 of this RFP to define the minimum acceptable quality of products and/or services. The product line must be of known quality from a nationally recognized manufacturer who regularly advertises, promotes, and distributes products and services to local governments.

M. CANCELLATIONS.

The Municipality reserves the right of cancellation for non-performance of the terms specified in the awarded contract.

N. WITHDRAWAL OF BIDS.

Upon presentation of proper identification, any Bidder may withdraw its/his/her Bid at any time prior to the scheduled Bid opening date and time as stated in Section 2. No Bid shall be withdrawn for a period of ninety (90) days after the Bid opening date and time.

O. VALUATIONS.

Considerations for awarding contracts will include price, product quality, service, delivery, and maintenance of products and/or services, adherence to specifications, past performance to the Municipality, vendor/contractor reliability, warranties, and familiarity with the projects and the facilities of the Community.

1. It is the intent of the Municipality to award the contract to the Bidder submitting the "best" cost-effective Bid for the project, provided the Bid has been properly submitted and delivered, includes all required documentation herewith, and is considered reasonable in price.
2. Price is a primary factor, but the Municipality will consider other factors to determine the most successful Bid; technical experience, local service and support, and experience in municipal environments are used to perform the Municipality's Bid evaluations, among other considerations.
3. The City will evaluate the merits of all Bids submitted and reserves the right to accept or reject any or all Bids.

P. NOTICE OF AWARD.

The Bidder will be deemed as having been awarded the Bid when the formal notice of acceptance of its/his/her Bid has been approved by the City Council of the City of Wixom and subsequent notices have been duly served upon the intended awardees by an officer(s) or agent(s) of the City duly authorized to give such notice.

SECTION 4 SCOPE OF WORK

A. GENERAL DESCRIPTION.

Updates and enhancements in both Building A and Building B:

Building A: Police Department kitchen/break room enhancements and enlargement.

Building Department enhancements.

Building B: Library enhancements.

Automatic entry doors replacement, enhancements

Senior Center & offices enhancements.

Senior Center patio enhancements.

B. PERMITS:

Where required by Code, permits and all required inspections must be obtained by the contractor/ vendor. Fees for permits and inspections obtained from the City of Wixom will be waived by the City for work on City buildings. Upon completion, all work will be subject to the State Laws and City Ordinance Codes.

C. QUALITY ASSURANCE:

After bid proposals are received, the City will conduct a qualifications-based selection process taking into consideration the fee proposal.

The successful bidder shall use only workers thoroughly trained and experienced in the skills required, who are completely familiar with the materials involved and the manufacturer’s recommended methods of preparation and application, and who are thoroughly familiar with the requirements of this work. In the acceptance or rejection of the work described in the bid documents, no allowance will be made for lack of skill on the part of the installers.

D. EXECUTION/ GENERAL CONDITIONS

INDEMNIFICATION: The vendors shall be solely responsible for and shall indemnify, defend and hold harmless the City of Wixom, its agents, officers, employees, and other vendors from and against any and all claims, suits, damages, and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person, including, but not limited to, its employees, agents, and officers and for all other liabilities whatsoever, including related expenses and actual attorney’s fees, in any way sustained or alleged to have been sustained, indirectly or by reason of or in connection with the performance of services, or from any other acts or omissions of the bidder, its employees, agents or officers.

E. REQUIRED DOCUMENTS: In the submission of its Bid, a bidder shall submit the following documents to the City of Wixom, and shall guarantee the accuracy of such information by the signature of its authorized representative:

1. Statement of Qualifications and Experience
2. References - Three (3) minimum of similar project size
3. List of employees and resumes
4. Proposed Work Plan and Schedule
5. Completed Fee Proposal Form

SECTION 5 TIMELINE REQUIREMENTS

A. SCOPE OF WORK SCHEDULES.

- 1) All planned service under this agreement will be performed during the City’s normal work hours, defined as 7:15 am to 4:30 pm, Monday through Thursday, unless otherwise authorized by the D.P.W.

- 2) Regular and routine work shall be performed under this contract during regular business hours and no work will be permitted at night, on Sundays, or on holidays unless specifically authorized or directed by the D.P.W.

- 3) Presently there are twelve (12) recognized holidays:
 - 1) New Year’s Day
 - 2) President’s Day
 - 3) Good Friday
 - 4) Memorial Day
 - 5) Fourth of July
 - 6) Labor Day
 - 7) Veteran’s Day
 - 8) Thanksgiving Day
 - 9) Day after Thanksgiving Day
 - 10) Christmas Eve
 - 11) Christmas Day
 - 12) New Year’s Eve

In the event that equipment must be shut down for an extended period of time, prior approval must be received from the Public Works Foreman or his representative, and the contractor/ vendor may be required to perform the repair, replacement, or maintenance work outside of normal business hours.

B. PROJECT IMPLEMENTATION SCHEDULE. All Bidders shall provide the City with a project implementation schedule that adheres to the timeline requirements stated above. Further, the project implementation schedule must demonstrate that the selected vendor/contractor has the means and capability to complete the SOW without unnecessary disruption to City business. This project implementation schedule must be agreed upon by both the vendor/contractor and the City and shall be incorporated as part of the awarded contract.

SECTION 6 AWARDED CONTRACT REQUIREMENTS

A. CHANGES TO SCOPE OF WORK. The City, without invalidating the contract, may order changes within the SOW consisting of additions, deletions, and/or modifications, with the contract sum and the project implementation schedule being adjusted accordingly. All said changes in the SOW shall be authorized by written change order(s) signed by the City and executed under applicable conditions of contract documents.

1. The contract sum and the contract time may be changed only in writing.
2. The cost or credit to the City from all change order(s) shall be determined by mutual, written agreement.
3. The City will not pay invoices for work performed by verbal authorization.

B. PERFORMANCE BOND REQUIREMENTS. The Bidder shall furnish a performance bond covering the faithful performance of the awarded contract and a labor and material payment bond in the total amount of the Bid in such form and with such sureties as the City of Wixom or other City shall

approve. If the selected vendor/contractor defaults, neglects, or fails to perform any provisions of the awarded contract, the City may, at its discretion, and after seven (7) days written notice to the selected vendor/contractor, notify the bonding company that the selected vendor/contractor is in default.

1. The selected vendor/contractor shall provide and maintain in force a bond with surety, and on forms approved by the Municipality, in the amount of one hundred percent (100%) of the contract amount, that the selected vendor/contractor shall promptly and faithfully perform all obligations under the contract as awarded.
2. The selected vendor/contractor shall provide and maintain, in force, a bond with surety, and on forms approved by the Municipality, that the selected vendor/contractor shall make payment to claimant for all labor and material used or reasonably required for use in the performance of the awarded contract.
3. The final Bid price may not include costs to secure or hold performance or Bid bonds.

C. TERMINATION OF AWARDED CONTRACTS.

If the selected vendor/contractor defaults or neglects to carry out the SOW and sections referenced therein, in accordance with the awarded contract, and/or fails to perform any provision of the awarded contract, the Municipality may, after seven (7) days written notice to the selected vendor/contractor and without prejudice to any other remedy it may have, make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the selected vendor/contractor or, at its option, may terminate the awarded contract and take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the selected vendor/contractor and may finish the project by whatever method it may deem expedient. If such expense exceeds such awarded contract price, the selected vendor/contractor shall pay the difference to the Municipality.

D. EMPLOYMENT PRACTICES.

The selected vendor/contractor agrees to comply with the provision of the State of Michigan policy regarding "Non-Discrimination of Employment", Section 3.12.0. All employees of the vendor/contractor shall be legally eligible for employment in the United States. The selected vendor/contractor shall also:

1. If required, provide the City of Wixom with completed background check forms for all employees. Color copies of the employees' driver's licenses, and two (2) copies of passport-size photographs shall also be provided for issuance of contractor ID cards by the City. Said ID cards will remain the property of the City of Wixom, and will be returned at the completion of the contract.
2. Comply with Criminal Justice Information System (CJIS) rules for security clearance of its employees/contract staff. The CJIS security addendum is available at <https://www.fbi.gov/about-us/cjis/cjis-security-policy-resource-center/view>.
3. Supply designated City personnel, by email, weekly work schedules no later than the Wednesday of the preceding week. Failure to do so may result in the schedule being rejected by the City.

E. SELECTED VENDOR/CONTRACTOR PERFORMANCE.

The selected vendor/contractor will be responsible for construction means, methods, techniques, sequences or procedures, and safety precautions and programs in connection with the SOW, Section 4, and the Timeline Requirements, Section 5.

The selected vendor/contractor shall also:

1. Provide and pay for all labor, materials, equipment, tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the SOW.
2. At all times enforce strict discipline, polite language, and good order among its employees and shall not employ any unfit person or anyone not skilled in the tasks assigned to them.
3. Give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the performance of the work performed.
4. Be responsible for the acts and omissions of all employees and all subcontractors, if any, their agents and employees, and all other persons performing any of the work under a contract with the selected vendor/contractor.

F. SUBCONTRACTOR PERFORMANCE.

A subcontractor is a person, firm, company, or corporation who has a contract with the Bidder to perform any work for completing the project. The awarded Bidder shall be responsible for the actions, inactions, and work performed by the subcontractor. Contracts between the Bidder and the subcontractor shall be in accordance with the terms of the awarded contract by the Municipality to complete the SOW, Section 4. The selected Bidder shall furnish to the Municipality, in writing, a list of any/all subcontractors proposed to perform any part or portion of the SOW to complete the project. The selected Bidder shall not employ any subcontractor to whom the City objects and may withdraw their Bid or submit an acceptable substitute.

G. SUPPLEMENTAL INFORMATION REQUESTS.

The Bidder shall be prepared to provide the City, within ten (10) days of being notified of the awarded contract, the names of the suppliers for the equipment and materials used to complete the work. The City may request all Bidders to also submit, within ten (10) days of being notified, the following:

1. The Bidder's performance record(s).
2. An itemized list of the Bidder's equipment, plant, and personnel.
3. A description of any project which the Bidder has completed in a satisfactory manner.
4. Any additional information that will satisfy the Municipality that the Bidder is adequately situated and able to fulfill the terms of the proposed contract.
5. A description of any other project(s) that will be performed simultaneously with the Municipality's project.
6. A statement regarding any past, present, or pending litigation for contracted products and services.

H. INSPECTIONS.

The Municipality and its agents have the right to inspect the selected vendor/contractor's work periodically to determine that proper materials were used and that the progress and quality of work completed is in accordance with the contract.

1. Prior to the start of the projects, the selected vendor/contractor will have materials on site and available for inspection by the Municipality's designated authorized representative.
2. All equipment used for the project must be in compliance with the specified part numbers contained in the successful Bid.

I. INVOICE/PAYMENT REQUIREMENTS.

Invoicing for payment(s) will be made 100% upon completion of the SOW and acceptance by the Municipality.

1. When applying for payments, the selected vendor/contractor shall submit to the City an itemized invoice based upon the maintenance schedule and supporting documentation required herein to dpwadmin@wixomgov.org
2. Invoices for services must include the following:
 - Purchase order number
 - Description of service performed (Inspection, Maintenance, Repair, any combination thereof, with hours broken down by category)

The City will not pay for travel time or truck charges. Firm will bill for actual hours on the job site only.

There will be no charge for the vendor/ contractor to come to a City site to evaluate a job or for written cost estimates.

Failure to submit your invoices to the addresses above may result in delay of payment.

3. The project shall be considered complete when the SOW has been completed, accepted by the Municipality and the following items are furnished: a) required guarantees and b) waivers of lien submitted showing all payrolls, material bills, and other indebtedness connected with the project have been paid. The selected vendor/contractor must submit both a) and b) before the final payment is requested.
4. Payment may be withheld by the Municipality for: a) defective work not remedied; b) claims filed and unresolved; c) failure of the selected vendor/contractor to properly pay for labor, materials or equipment, or proper payment to subcontractors; and/or d) damages to the Municipality or another contractor e) failure to obtain permit inspections.

J. GUARANTEES.

The selected vendor(s)/contractor(s) must furnish the City of Wixom with a written guarantee of the services and/or products provided to the City for, at least, one (1) years after the final payment covering all workmanship and materials specified in the contract. Any defects in workmanship or materials for which a claim is submitted by the City within the five (5) year period must be corrected or replaced within thirty (30) days of notice.

K. WARRANTIES.

The selected vendor/contractor(s) must furnish the Municipality with written warranty documentation.

1. The selected vendor/contractor must provide the City with a minimum of one (1) year parts warranty, or the manufacturer's warranty, whichever is greater, and a minimum of one (1) year warranty on all labor. Bidder shall warrant that all services and repair work performed under this contract shall be free of defects in workmanship and all manufactured equipment supplied hereunder shall, at the time of installation to be free from defects in material and workmanship.

L. CORRECTION OF WORK.

The selected vendor/contractor shall correct any work by the City as faulty, defective or failing to

conform to the requirements of the awarded contract where such failures or any defect is due to faulty materials, equipment, or workmanship which appear within a period of two (2) years from the date of completion of the contract or within such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the contract. The bidder will bear all costs of correcting such rejected work and perform such work within the timeline as agreed between the City and the Bidder. These provisions apply to all work performed by employees of the selected vendor/contractor and any subcontractors.

M. RIGHT TO REJECT OR STOP THE WORK.

The Municipality may reject work that does not conform to the Bid or awarded contract specifications. If the selected vendor/contractor fails to correct any defective work or fails to supply labor, materials, or equipment in accordance with the specifications of the awarded contract, the Municipality may order the selected vendor/contractor to stop all work, or any portion thereof, until the cause for such order has been eliminated.

N. INDEMNIFICATION.

The selected vendor/contractor shall indemnify and hold harmless the Municipality and its agents and employees from and against all claims, damages, losses, and expenses including attorneys' fees arising out of or resulting from the performance of the contract.

O. FORCE MAJEURE.

Except for the City's obligation to pay the selected vendor/contractor, neither party shall be liable for any failure to perform its obligations under the awarded contract or any SOW if prevented from doing so by a cause or causes beyond its control, including without limitations, acts of God or public enemy, failure of suppliers to perform, fire, floods, storms, earthquakes, riots, strikes, war, and restraints of government.

P. LIABILITY REQUIREMENTS.

The selected vendor/contractor shall be responsible for initiation, maintaining, and supervising all safety precautions and programs in connection with the contract. The selected vendor/contractor shall take all reasonable precautions for the safety of and shall provide all reasonable protection to prevent damage, injury, or loss to, 1) all employees on the project and other persons who may be affected thereby; 2) all the SOW and all materials and equipment to be incorporated therein; and 3) other property at the site or adjacent thereto.

1. The selected vendor/contractor shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss.
2. All damage or loss to any property caused in whole or in part by the selected vendor/contractor, any subcontractor or anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the selected vendor/contractor, except damage or loss attributable to the fault or negligence of the City.

Q. INSURANCE REQUIREMENTS.

No work connected with this project may start until the selected vendor/contractor has obtained the insurance coverage as required in Appendix C. Such insurance shall be kept in effect during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the Municipality of Wixom. The requirements listed in Appendix C should not be interpreted to limit the liability of the contractor. All deductibles and self-insured retention are the responsibility of the Contractor.

R. TERMINATION.

The contract may be terminated at any time by the Municipality, for any or no reason, upon written notice delivered at least fifteen (15) days prior to termination. In the event the City terminates the contract as provided by this paragraph:

1. Unless directed otherwise by the Municipality, vendor/contractor shall continue performing work and the required services under this agreement up to the day of termination; and
2. All finished or unfinished documents and information related to work in progress shall be delivered by vendor/contractor to the Municipality and shall become the property of the Municipality; and
3. Vendor/contractor shall submit to the Municipality a final accounting and final invoice of charges for all outstanding and unpaid services and reimbursable expenses performed prior to vendor/contractor's receipt of notice of termination and for any services authorized to be performed by the notice of termination as provided by this section. Such final accounting and final invoice shall be delivered to the Municipality within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to vendor/contractor shall be submitted to or accepted by the Municipality.

S. MISCELLANEOUS CONTRACT PROVISIONS.

The awarded contract will be governed by the laws of the State of Michigan. Venue for any claims or litigation regarding this contract shall be in Oakland County Circuit Court or the Federal District Court, Eastern Division. The selected vendor/contractor shall not assign the contract or sublet it or portions thereof without the written consent of the authorized City representative.

Appendix A

CITY OF WIXOM
Bid Signature Page & Bill of Materials
2024 City of Wixom Upgrades

Company name: _____

Address: _____

FEE PROPOSALS

We the undersigned propose to furnish to the City of Wixom, according to the conditions and instructions attached hereto and made a part thereof according to the attached terms and conditions.

2024 City of Wixom Upgrades

Total Cost to Construct Upgrades	BID AMOUNT NOT TO EXCEED
Total Cost	\$

Alternative Items	BID AMOUNT NOT TO EXCEED
	\$
	\$
Total Cost	\$

Please attach to your bid proposal, any pertinent descriptive material relevant to the item quoted.

PLEASE PRINT/TYPE:

Company Name: _____

Address: _____

Agent Name & Title: _____

Telephone Number: _____ Fax Number: _____

E-Mail Address: _____

Agents Signature: _____ **Date:** _____

WARRANTY: Manufacturer's standard warranty shall apply to materials unless specified otherwise. This Contractor shall guarantee his work for a period of two (2) years from the date of final acceptance against defects due to faulty workmanship or material.

The Bidder, in compliance with the RFP and having carefully examined the bidding documents, proposes to furnish equipment and services as are necessary to perform all the work stated in accordance with the contract documents for the Bid. The undersigned understands that the City reserves the right to accept or reject, in whole or in part, any and all proposals, to waive informalities and irregularities therein, to award the contract to other than the lowest Bidder. The City reserves the right to award the contract to one or more contractors if it is in the best interest of the Municipality. The undersigned submits this proposal in accordance with the terms and conditions of the RFP and hereby affixes authorized signatures representing:

_____ An individual doing business as

_____ A Partnership - State the full names of the general partners:

_____ A Limited Liability Company, organized in the state of _____

_____ A Corporation, organized in the state of _____

_____ A Joint venture formed between _____ and _____

Signature

Date

Printed Name

Title

Company Name

Phone Number

Address, City, State, Zip

Appendix B

**CITY OF WIXOM
Qualifications Questionnaire
2024 City of Wixom Upgrades**

The vendor/contractor shall complete a Qualification Questionnaire to contain at a minimum the following information. Failure to answer all questions may result in the rejection of your proposal.

Name of Company: _____

Address: _____

City, State Zip: _____

Telephone: _____ Fax: _____

Website: _____

Agent's Name (please print): _____

Agent's Title: _____

Email Address: _____ Cell Phone Number: _____

1. Organizational structure (Corporation, Partnership, etc.): _____
2. Has any officer or partner of this organization owned or operated a company that declared bankruptcy during the last 10 years? No _____ Yes _____ When: _____
3. How many years has your organization been in business under its present name? _____
4. Under what other or former names has your organization operated? _____

5. How many full-time employees? _____ Part time? _____
6. List the scope of services (type of work) you are able to perform _____

7. Are you able to provide insurance coverage as required by this RFP? Yes _____ No _____
8. Provide a list of all personnel to be assigned to this contract. Include name, title, license number, years of experience, full/part time, on-call availability, qualifications, professional licenses/certifications, etc. Attach additional sheets if necessary.

9. References: Provide at least three (3) references of recent or current contracts comparable in scope to this RFP, one (1) of which must be a municipality or local government, for work performed within the past three (3) years. Use an additional sheet if you have more references to provide.

Company Name _____
Company Address _____
Contact Name _____ Phone Number _____
Length of Contract _____ Type of Services Provided _____

Company Name _____
Company Address _____
Contact Name _____ Phone Number _____
Length of Contract _____ Type of Services Provided _____

Company Name _____
Company Address _____
Contact Name _____ Phone Number _____
Length of Contract _____ Type of Services Provided _____



10. Provide any additional information you would like to include which may not be included within this questionnaire:

THE FOREGOING QUESTIONNAIRE IS A TRUE STATEMENT OF FACTS.

Signature of Authorized Firm Representative: _____

Representative's Name & Title (Please Print) _____

Date: _____

Appendix C

Contractor Insurance Addendum

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this addendum, 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 do business in the State of Michigan and acceptable to the City. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following coverage:

1. **Worker's Compensation Insurance** including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. **Commercial General Liability Insurance** on an "Occurrence Basis" with limits of liability not less than \$1,000,000 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) exclusion, if applicable.
3. **Automobile Liability** including Michigan No-Fault Coverages, limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, non-owned vehicles, and all hired vehicles.
4. **Additional Insured:** Commercial General Liability, Automobile Liability, and Cyber Liability as described above, shall include an endorsement stating the following shall be **Additional Insureds:** The City of Wixom all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Wixom as additional insured, coverage afforded is considered to be primary and any other insurance the City of Wixom may have in effect shall be considered secondary and/or excess.
5. **Cancellation Notice:** All policies, as described above, shall include an endorsement stating that it is understood and agreed 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 sent to: The City of Wixom, City Manager, 49045 Pontiac Trail, Wixom, Michigan 48393.
6. **Proof of Insurance Coverage:** The Contractor shall provide the City of Wixom at the time the contracts are returned by it/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 at least ten (10) days prior to the expiration date.