

5.02 Questions and Interpretations

All inquiries to this RFP must be submitted via [BidNet Direct](#) by **August 12, 2026 @ 3:00PM Eastern Time**. An Addendum will be issued **August 14, 2026** with responses to all questions received.

5.03 Prevailing Wage

This Contract is subject to the prevailing wage provisions of Act No. 10 of Michigan Public Acts of 2023 ("The Act") and the Contractor shall pay prevailing wages, that is, the rates of wages and fringe to be paid to each class of mechanics by the Contractor and all Subcontractors shall be not less than the wage and fringe benefit rates prevailing in the locality in which the work is to be performed. The prevailing wages and fringe benefits determined by the Michigan Department of Labor for the Project are attached hereto and made a part hereof by this reference and are a part of the Specification of the Work to be performed. If the Contract is not awarded or Work undertaken within ninety (90) days of the date of the Michigan Department of Labor's wage and fringe benefit determination as shown on the attachment, the Michigan Department of Labor shall make a re-determination before the Contract is awarded and the new determination shall become part of the Specifications of the Work to be performed. Construction Mechanics are the intended beneficiaries of the contractual prevailing wage, fringe benefit, and nondiscrimination nonretaliation requirements of the Act. Any construction mechanic aggrieved by the failure of a contractor or subcontractor to pay prevailing wages or benefits as specified in the contract, or by a violation of section 7 of the Act, in addition to any other remedies provided in this act or by law, may bring an action in a court of competent jurisdiction against the contractor or subcontractor for damages or injunctive relief and may be awarded reinstatement or other appropriate relief, and all damages sustained, together with actual costs and attorney fees at trial and on appeal.

5.04 Withdrawal of Proposals

Proposals may be withdrawn by written notice to the prescribed OU Buyer, prior to the proposal deadline date. Negligence on the part of the Contractor in preparing the proposal confers no right of withdrawal or modification of the proposal after the proposal deadline has elapsed.

5.05 Price and Scope of Work Changes

All proposals should be firm and not subject to change by the Contractor for a period of one hundred twenty days (120) from the proposal deadline date. Note, however, OU reserves the option to negotiate prices downward and to negotiate additional scope of work and cost changes based on final negotiations with the selected Contractor.

5.06 Mistakes in Proposals

If a mistake in a proposal is suspected or alleged, the proposal may be corrected or withdrawn prior to the due date for this solicitation. If negotiations are not held, or if best and final offers have been received, the Firm may be permitted to correct a mistake in its proposal and the intended correct offer may be considered based on the conditions that follow:

The mistake and the intended correct offer are clearly evident on the face of the proposal.

The Firm submits written evidence which clearly and convincingly demonstrates both the existing offer, and such correction would not be contrary to the fair and equal treatment of other Firms.