

Addendum 1 ITB-COT 16-26 Holiday Lights Page 3 of 3

#### **REVISED BID PROPOSAL FORM (CONTINUED)**

Lighting shall be delivered no later than October 31, 2016. Installation, if required, shall occur no later than November 27, 2016. Removal, if required, shall occur no later than March 1, 2017 unless additional time is granted in writing by the City.

**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.

Estimates 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:

**CONTACT INFORMATION:** 

Kurt Bovensiep, Publics Work Director at (248) 524-3417 (k.bovensiep@troymi.gov) is the designated City Representative for this project.

Hours of operation:	24 Hour Phone No
Contact Person:	Phone No
COMPANY NAME:	

Sending Addendum #1 Messages

Addendum messages for ITB-COT 16-26 are being sent to the vendors below. Please do not leave your computer until all functions show "process complete" below.

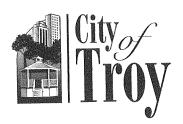
Should error messages occur, fax this page to BidNet at (800) 721-6985 immediately, then call their Technical Support Department at (800) 835-4603 to ensure they received your fax and will send any remaining messages where necessary.

Uploading Document:	Process Complete	
Updating Database:	Process Complete 268 companies matched	

Sending E-mail Messages: Started 9/7/2016 3:33:54 PM  3rd Ear Productions  ABE Associates, Inc.  Acuitas LLC  Advanced Integrated Solutions, LLC  Advanced Lighting & Sound	kurt@3rdear.com andreb@abe-engineers.com shubbard@acuitaslic.com	Successful
ABE Associates, Inc. Acuitas LLC Advanced Integrated Solutions, LLC Advanced Lighting & Sound	andreb@abe-engineers.com	
Acuitas LLC Advanced Integrated Solutions, LLC Advanced Lighting & Sound		Cuppopulul
Advanced Integrated Solutions, LLC Advanced Lighting & Sound	shubbard@acuitaelle.com	Successful
Advanced Lighting & Sound	andobard@acditasiic.com	Successful
	amasters@myaisteam.com	Successful
	bidals@go-als.com	Successful
AECOM	merenda.rutledge@urs.com	Successful
AINSWORTH ELECTRIC INC.	rainsworth@ainsworthelectric.com	Successful
AIRPORT LIGHTING, EMPLOYEE OWNED, LLC	airportlighting@aol.com	Successful
AJA & ASSOCIATES	ajaandassoc@gmail.com	Successful
Allied Building Service Company of Detroit, Inc.	pmdirector@teamallied.com	Successful
Alpine Power Systems	nisgut@alpinepowersystems.com	Successful
AmComm Telecommunications	mkwasny@amcomminc.com	Successful
Ameresco	bidserviceleads@ameresco.com	Successful
America's Green Line	johne@americasgreenline.com	Successful
Amerimin Systems, Inc	amerimin@live.com	Successful
Anode Lighting Co	moneil@anodelightingco.com	Successful
APCO Supply	kirk.r@apcoinc.com	Successful
ARCADIS of Michigan LLC	Mike.halwani@arcadis.com	Successful
Architecture & Urban Design, PC	ljfalanoma@comcast.net	Successful
Atkins Event Productions	Spatkins@gmail.com	Successful
Audio Visual Equipment & Supplies, Inc.	otis@aveofficesupplies.com	Successful
Authentic Promotions.com	peter@authenticpromotions.com	Successful
VANTE ENTERPRISES, LLC	stark@avantepaper.com	Successful
3 & H Foto & Electronics Corp.	govedbids@bhphotovideo.com	Successful
Pailey Telecommunications LLC	jbailey@baileytelecomm.com	Successful
atteries Plus #811	john.kent@batteriesplus.net	Successful
aylume Lighting, Inc	Mike@baylume.com	Successful
ayview Electric Company, LLC	rdavies@bayelectric.com	Successful
eckett & Raeder	info@bria2.com	Successful
erbiglia Associates, Inc.	cberbiglia@berbigliaassoc.com	Successful
ernco, Inc.	bemcoinc@msn.com	Successful
irdDog Consulting	dpmartin@gmail.com	Successful
oss Engineering	skip@bosseng.com	Successful
yce & Associates, Inc.	marketing@byce.com	Successful
2AE	info@c2ae.com	Successful
aniff Electric Supply	bemisma@gmail.com	Successful
HMP, Inc.	cstrange@chmpinc.com	Successful
hristmas Lights Inc.	xmaslite@coxinet.net	Successful
itra, LLC	jasbeenpatel@citra-lighting.com	Successful
ity Electric Supply	MichiganEastGroup@ces-us.net	Successful
lark Trombley Randers	dtratt@ctrlansing.com	Successful
larus Lighting and Controls	mmeteer@clarus-lighting.com	Successful
lean Green Energy Inc	jackiez@cgeenergy.com	Successful
learwing Productions	wirwin@clearwing.com	Successful
or & Associates, LLC	joe@clorandassociates.com	Successful
nQue, Inc	isabel.canete@cmque.com	Successful
ochran Electric	md.hill@hotmail.com	Successful
ompetitive Lighting Inc.	etoarmino@complighting.com	Successful
onsulting Engineering Associates Inc.	kshapiro@consulteng.com	Successful
orby Energy Services, Inc	jcorby@corbyenergy.com	Successful
ougar Sales & Rental, Inc.	spartymarty@gmail.com	Successful
ross Renovation	dale@CROSSRENOVATION.COM	Successful
TC Engineering	glenn.keates@ctcengineer.com	Successful
amark Marine	damarkmarine@hotmail.com	Successful
anboise Mechanical Inc.	bidding@danbolsemechanical.com	Successful
angerous Architects Pc	dangerousarchitect@att.net	Successful
ave's Electric Services, Inc.	info@daveselectric.com	Successful
eMaria Bullding Company	aaront@demariabuild.com	Successful
ES Electric LLC	melder@des-services.net	Successful

	michaelwoznicki@lumecon.com	Successful
necon LLC	ipalm@lumerica.com	Successful
nerica	menglish@medesignsllc.com	Successful
E. Designs, LLC dison Electric Co.	mitn-bids@madisonelectric.com	Successful
ilic Productions, Inc.	cgero@majicpro.com	Successful
rc Dutton Irrigation, Inc.	sdutton@marcduttonirr.com	Successful
ster Corporate Cleaning LLC.	pieter@mastercorporatecleaning.com	Successful
thews Purucker Anella, Inc. (aka MPA Architects)	jhilderbrandt@mpaarchitects.com	Successful
Naughton - McKay Electric Co.	mackensr@mc-mc.com	Successful
dia Connection Advertising Inc	mt@media-connection.com	Successful
rcury Sound and Lighting	afoster@mercurysl.com	Successful
rritt Cieslak Design, PLC	rcieslak@merrittcieslakdesign.com	Successful Successful
tro Electric	jbrewer@metroelect.com	
TRO ELECTRIC & LIGHTING LLC	MSKEHAN2011@GMAIL.COM	Successful Successful
tro Environmental, Inc.	mmares@metrocontrols.com	Successful
SC Energy Management LLC	dhickson@mhscenergy.com	Successful
higan Electric Supply - Advance Glove & Safety	garyc@michiganelectricsupply.com	Successful
lenium Products	mike@milleniumproducts.net	Successful
chell and Mouat Architects, Inc.	JMouat@mitchellandmouat.com mitchell@mitchellandmouat.com	Successful
chell and Mouat Architects, Inc.	Enna.Bachelor@troymi.gov	Successful
yer's Copy	mkawa@mceco.com	Successful
tor City Electric Co.	redwards@mce-tech.com	Successful
tor City Electric Technologies, Inc.	englishr@mscdirect.com	Successful
C Industrial Supply Co	admin@murraylighting.com	Successful
rray Lighting and Electrical Supply Co.	nisette.gray@naccservices.com	Successful
.CC, Inc. tional Retrofitting Group LLC	akruser@nrgroup-lic.com	Successful
	robert.aske@neptunlight.com	Successful
ptun Light, Inc. PRTH AMERICAN VIDEO	suzannet@navcctv.com	Successful
rthern Sign Co.	rick@northernsign.com	Successful
6A Architects, Engineers, Planners	atorcolacci@nsa-ae.com	Successful
idell Architects	jhnudell@jhn.com	Successful
X Studio, Inc.	marketing@oxstudioinc.com	Successful
akland Livingston Human Svc Agcy- Guardianship	thomasf@olhsa.org	Successful
nio Pool, DBA OP Aquatics	tpantalone@opaquatics.com	Successful
nsite Substance Abuse Testing	tbrown onsite@sbcglobal.net	Successful
chard Hiltz & McCliment Inc.	samantha.schutz@ohm-advisors.com	Successful
scar W. Larson Co.	jlintol@larsonco.com	Successful
utside Partnership LLC	dt@outsidepartnership.com	Successful Successful
& F Construction and Development LLC	jconstruction1988@gmail.com	Successful
anoramic Landscaping Inc	panoramicIscape@aol.com	Successful
aradigm 2000 Inc.	LLewis@p2000i.com bhadlock@paradigmae.com	Successful
aradigm Design, Inc.	james.vanker@paramountelectricinc.com	Successful
aramount Electric Inc	mmalone@partnersinarch.com	Successful
artners in architecture, PLC	gpillai@prense.com	Successful
ES Inc.	iroop@pbanet.com	Successful
eter Basso Associates, Inc.	jshimel@phoenixoutfitters.com	Successful
hoenix Safety Outfitters, LLC	mielnikr@poggemeyer.com	Successful
oggemeyer Design Group, Inc.	jhancock@polygeninc.com	Successful
olygen Inc	patrick@priority1emergency.com	Successful
riority One Emergency rocess Results, Inc.	terickson@processresults.com	Successful
rocess Results, Inc.	sstephens@tpg-usa.com	Successful
roVideo Systems, Inc.	leslie@provideosystems.com	Successful
ure Environmental Services, Inc.	jason@pure-enviro.com	Successful
ualite Sports Lighting	bsmith@qualite.com	Successful
. C. Merchant & Co., Inc.	dmackinnon@rcmerchant.com	Successful
auhorn Electric, Inc.	tunderhill@rauhornelec.com	Successful
ebecca VanSumeren	rvansumeren2012@gmail.com	Successful
einforcement Inc.	info@reinforcement.com	Successful
EMIER LIGHTING	mmason@remierlighting.com	Successful
Resource International, Inc.	kristenh@resourceinternational.com	Successful
tetroLED	ken073068@gmail.com	Successful
H Electrical Services Inc.	Ron@rhelectricalservices.com	Successful Successful
OGERS ELECTRIC SUPPLY	marlam@rogerselectric.com	Successful
tomanoff Electric Co. LLC	dana.hostetler@romanoffelectric.com	Successful
S Engineering, LLC	rrayl@rs-eng.com	Successful
arnacki & Associates Architects, Inc.	jsamacki@sarnackiaia.com	Successful
Sash Graphics	sashlic@comcast.net	Successful
Scales & Associates, Inc.	rscales@scalesassoc.com BIDNOTICES@SCHOOLSPECIALTY.COM	Successful
School Specialty Inc		Successful
SDA Architects, Inc.	esalswedel@visitsda.com	Successful
SDG Associates, LLC	fsims@sdg-assoc.com	Successful
Shoreview Electric Company	kpuma@shoreviewelectric.com	Successful
Sidock Group Architects and Engineers	gkacan@sidockgroup.com	Successful
Sigma Associates, Inc.	kcotton@sigmaassociates.com	Successful
	Have sky@shcrinhal net	
sky electric, inc Smart Energy LLC	dave.sky@sbcglobal.net  fjmawson@gmail.com	Successful





To:

**ALL BIDDERS** 

From:

**City of Troy Purchasing Department** 

Date:

**SEPTEMBER 1, 2016** 

Re:

**Bid Document Availability** 

ITB-COT 16-26 HOLIDAY LIGHTING - BIG BEAVER RD

**Bid Due Date:** 

On or Before 10 am, E.D.T. on Thursday, September 15, 2016

CC:

**Kurt Bovenseip, Public Works Director** 

#### **IMPORTANT:**

A bid document for the Purchase and Installation of Carpet for the City Manager's Office Area is available on the MITN e-Procurement website hosted by BidNet. If you are interested in bidding on this contract, please go to <a href="www.mitn.info">www.mitn.info</a> and register as a vendor. You will be able to select an automatic notification option if your company chooses to do so. If the automatic notification option is selected, please make sure to Commodity Code your company for 037-34 Decorations, Christmas, Party, Etc. After registration has occurred, you can download the above referenced bid documents.

We believe that this process will provide increased business opportunities, less paperwork, and a simplified bidding process. Therefore, bid documents will no longer be mailed for goods or services released through the City of Troy Purchasing office. If you have any questions, please contact the Purchasing Department at (248) 680-7291.

G://Bid Notice - Bid Letting - MITN Site.doc

#### Enna A. Bachelor

To:

slinvests@aol.com

Subject:

ITB-COT 16-26 HOLIDAY LIGHTS - CITY OF TROY

Attachments:

ITB-COT 16-26 Holiday Lights\_DPW.pdf

Please find attached the holiday lights bid for the City of Troy. Bids are due on September 15, 2016.

ENNA A. BACHELOR | BUYER

City of Troy | 500 W. Big Beaver, Troy, MI 48084 | Office: 248-524-3576 | troymi.gov



"We believe a strong community embraces diversity, promotes innovation, and encourages collaboration. We strive to lead by example within the region. We do this because we want everyone to choose Troy as their community for life. We believe in doing government the best."

#### Enna A. Bachelor

From:

Enna A. Bachelor

Sent:

Thursday, September 01, 2016 8:53 AM

To:

'bgoff@bronner.com'

Subject:

ITB-COT 16-26 HOLIDAY LIGHTS FOR THE CITY OF TROY

Attachments:

ITB-COT 16-26 Holiday Lights\_DPW.pdf

Brian,

please find attached a copy of the City of Troy's bid for holiday lighting. Responses are due back on September 15, 2016.

#### ENNA A. BACHELOR | BUYER

City of Troy | 500 W. Big Beaver, Troy, MI 48084 | Office: 248-524-3576 | troymi.gov



"We believe a strong community embraces diversity, promotes innovation, and encourages collaboration. We strive to lead by example within the region. We do this because we want everyone to choose Troy as their community for life. We believe in doing government the best."

#### Enna A. Bachelor

From:

Enna A. Bachelor

Sent:

Thursday, September 01, 2016 8:46 AM

To:

'JERRYLECLERC@YAHOO.COM'

Subject: Attachments:

ITB-COT 16-26 HOLIDAY LIGHTS FOR THE CITY OF TROY ITB-COT 16-26 Holiday Lights\_DPW.pdf

Per our conversation this morning please find attached a copy of the City of Troy's bid for holiday lighting. Responses are due back on September 15, 2016.

#### ENNA A. BACHELOR | BUYER

City of Troy | 500 W. Big Beaver, Troy, MI 48084 | Office: 248-524-3576 | troymi.gov



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Sending Messages to Vendors for ITB-COT 16-26

Please do not leave your computer until all functions show "process complete" below. If any errors should occur, please print this page and fax it to IPT by BidNet at (800) 721-6985. Then call the Technical Support Department at (800) 835-4603 to ensure your fax was received and that any remaining messages will be sent.

Count of Documents Uploaded:

Sending E-mail Messages: Started 9/1/2016 8:35:57 AM

3rd Ear Productions ABE Associates, Inc.

Updating Database:

Acuitas LLC

Advanced Integrated Solutions, LLC

Advanced Lighting & Sound

**AECOM** 

AINSWORTH ELECTRIC INC.

AIRPORT LIGHTING, EMPLOYEE OWNED, LLC

AJA & ASSOCIATES

Allied Building Service Company of Detroit, Inc.

Alpine Power Systems

Ameresco

America's Green Line Amerimin Systems, Inc Anode Lighting Co

APCO Supply

ARCADIS of Michigan LLC Architecture & Urban Design, PC

Atkins Event Productions

Audio Visual Equipment & Supplies, Inc.

Authentic Promotions.com
AVANTE ENTERPRISES, LLC
B & H Foto & Electronics Corp.
Bailey Telecommunications LLC

Batteries Plus #811 Baylume Lighting, Inc

Bayview Electric Company, LLC

Beckett & Raeder Berbiglia Associates, Inc.

Bernco, Inc.
BirdDog Consulting
Boss Engineering
Byce & Associates, Inc.

C2AE

Caniff Electric Supply

CHMP, Inc.

Christmas Lights Inc.

Citra, LLC

City Electric Supply
Clark Trombley Randers
Clarus Lighting and Controls
Clean Green Energy Inc
Clearwing Productions

Clor & Associates, LLC cmQue, Inc Cochran Electric

Competitive Lighting Inc.
Consulting Engineering Associates Inc.

Corby Energy Services, Inc Cougar Sales & Rental, Inc.

Cross Renovation CTC Engineering Damark Marine

Danboise Mechanical Inc.

Dangerous Architects Pc

http://www.mitn.info/Admin/Issue/LumpSum/LumpSum7.asp?ATN=&tracknum=145990

Successful kurt@3rdear.com Successful andreb@abe-engineers.com Successful shubbard@acuitasllc.com Successful amasters@myaisteam.com Successful bidals@go-als.com Successful merenda.rutledge@urs.com Successful rainsworth@ainsworthelectric.com Successful airportlighting@aol.com Successful ajaandassoc@gmail.com Successful pmdirector@teamallied.com Successful nisgut@alpinepowersystems.com Successful bidserviceleads@ameresco.com Successful johne@americasgreenline.com Successful amerimin@live.com Successful moneil@anodelightingco.com Successful kirk.r@apcoinc.com Successful Mike.halwani@arcadis.com Successful lifaianoma@comcast.net Successful Spatkins@gmail.com Successful otis@aveofficesupplies.com Successful peter@authenticpromotions.com Successful stark@avantepaper.com Successful govedbids@bhphotovideo.com Successful jbailey@baileytelecomm.com john.kent@batteriesplus.net Mike@baylume.com rdavies@bayelectric.com

skip@bosseng.com
marketing@byce.com
Info@c2ae.com
bemisma@gmail.com
cstrange@chmpinc.com
xmaslite@coxinet.net
jasbeenpatel@citra-lighting.com
MichiganEastGroup@ces-us.net

cberbiglia@berbigliaassoc.com

info@bria2.com

berncoinc@msn.com

domartin@gmail.com

dtratt@ctrlansing.com
mmeteer@clarus-lighting.com
jackiez@cgeenergy.com
wirwin@clearwing.com
joe@clorandassociates.com
isabel.canete@cmque.com
md.hill@hotmail.com
etoarmino@complighting.com

kshapiro@consulteng.com jcorby@corbyenergy.com spartymarty@gmail.com dale@CROSSRENOVATION.COM glenn.keates@ctcengineer.com

dale@CROSSRENOVATION.COM
glenn.keates@ctcengineer.com
damarkmarine@hotmail.com
bidding@danboisemechanical.com
dangerousarchitect@att.net

Successful Successful

Successful

Successful

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Successful

Successful

Jessful info@daveselectric.com Dave's Electric Services, Inc. Successful aaront@demariabuild.com DeMaria Building Company Successful melder@des-services.net DES Electric LLC Successful jay@designreso.com Design Resources for Architecture LLC Successful mktg@dsdonline.com DiClemente Siegel Design Inc. Successful asajjad@digivoix.com Digivoix LLC Successful janrosso@dillonenergy.com Dillon Energy Services, Inc. Successful mdixon9@mi.rr.com Dixon-Tate Group, LLC Successful ehartigan@dlz.com DLZ Michigan, Inc. Successful dai@doshigroup.net Doshi Associates, Inc brucef@doublejackelectric.com Successful Doublejack Electric Company Successful winslowc@downriversupply.com Downriver Refrigeration Supply Co. Successful sew@eco-green-energy.com Eco-Green-Energy, LLC Successful pattic@edgewoodelectric.com Edgewood Electric, LLC Successful architects@ehresmanassociates.com Ehresman Associates, Inc. Successful elecltd@iserv.net Electra 1 td. Successful jrsluyter@electro-matic.com Electro-Matic Products, Inc. Successful acummings@edssenergy.com Energy Design Service Systems Successful shelley@esciences.us Energy Sciences Resource Partners Successful mitn@ecshvac.com Engineered Comfort Systems, Inc. Successful Ibriggs@eescodist.com Englewood Electric chris@evergreenappliedtechnologies.com Successful Evergreen Applied Technologies Successful HurleyPhotography@comcast.net Finishing Touch Photo & Video Successful info@ftch.com Fishbeck, Thompson, Carr & Huber, Inc. Successful pmfourseasons@yahoo.com Four Seasons Property Management Inc Successful dalej@frenchaia.com French Associates, Inc. Successful Irice@gail-rice.com Gail & Rice, Inc. Successful ghassan@gavassociates.com **GAV & Associates** Successful hartmanarchitects@ameritech.net George J. Hartman Architects, P.C. Successful rmoran@ghafari.com Ghafari Associates, LLC Successful GBMLori@vahoo.com Global Building Maintenance thalligan@goyettemechanical.com Successful Govette Mechanical Successful brenton.zinn@grainger.com Grainger Industrial Supply Successful chris.cortis@graybar.com Graybar Electric Successful rschwab@greatlakespwr.com great lakes power & lighting Successful h.yun.company.info@gmail.com H.Yun & Company Successful cpioletti@myrgroup.com Harlan Electric Company Successful jhinkley@hobbs-black.com Hobbs + Black Associates, Inc. Successful leila.ray@hok.com HOK Successful dean@holidaydesigns.com Holiday Designs, Inc. Successful joe@holidaylightinginc.com Holiday Lighting, Inc. Successful richard.i.williams@honeywell.com Honeywell International, Inc. Successful bids@howardcomputers.com Howard Industries, Inc. Successful Marketing@hrc-engr.com Hubbell, Roth & Clark, Inc. Successful contacthve@huronvalleyelectric.com Huron Valley Electric local252@ibew252.org Successful IBEW Local 252 wendy.pedersen@ibigroup.com Successful IBI Group Successful kkuptz@ignitedlightandsound.com Ignited Light and Sound Successful rjensen@1ici.com Innovative Communications, Inc. Successful kmorandi@intarch.com Integrated Architecture Successful kkelly@ids-troy.com Integrated Design Solutions Successful jbjjelectric@ameritech.net J & J Electric, Inc. JGLINSKI@JTELECTRICAL.COM Successful J&T ELECTRICAL SUPPLY Successful ajranck@jranck.com J. Ranck Electric, Inc. Successful iim@icsa-la.com James C. Scott & Associates, Inc. Successful jimj@jsjacobsarch.com James S. Jacobs Architects, PLLC Successful jfrarchitects@gmail.com JFR Architects, PC Successful rshaffer@jmcelectriclic.com JMC Electrical Contractor LLC Successful kkohler@kohlerarchitect.net John D. Kohler Architect, P.C. officebox@dziurmanarchitects.com Successful John Dziurman Architects Ltd. Successful marta.e.misztura@ici.com Johnson Controls Successful JUNECSUP@GMAIL.COM Junec Enterprices LLC Successful randyb@ksv.us K & S Ventures, Inc. Successful info@k-ksystems.com K and K Systems Successful keielec@aol.com Successful bphillips@kingscott.com Kingscott Associates Successful adcrane@kw-associates.com **KW** Associates mandrzejak@labelleelectric.com Successful LaBelle Electric Successful swarnock@lakeerieelectric.com Lake Erie Electric of Michigan, Inc. Successful ray@architectureLC.com Landry | Cekauskas ARCHITECTURE Successful info@LAPINC.net Landscape Architects & Planners, Inc. Successful

2/5

Lane Technical Sales

govsales@lanetechsales.com

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Successful

9/1/2016

LEADSUN
LeClerc Display Company
LED One Distribution Inc.

LED Source Ledtek, LLC

LESLIE ELECTRIC COMPANY
Library Design Associates, Inc.
Luckenbach/Ziegelman Architects plic

Lumecon LLC Lumerica

M.E. Designs, LLC Madison Electric Co. Majic Productions, Inc.

Marc Dutton Irrigation, Inc.

Master Corporate Cleaning LLC.

Mathews Purucker Anella, Inc. (aka MPA Architects)

McNaughton - McKay Electric Co. Media Connection Advertising Inc Mercury Sound and Lighting Merritt Cieslak Design, PLC

Metro Electric

METRO ELECTRIC & LIGHTING LLC

Metro Environmental, Inc. MHSC Energy Management LLC

Michigan Electric Supply - Advance Glove & Safety

Millenium Products

Mitchell and Mouat Architects, Inc. Mitchell and Mouat Architects, Inc.

Buyer's Copy

Motor City Electric Co.

Motor City Electric Technologies, Inc.

MSC Industrial Supply Co

Murray Lighting and Electrical Supply Co.

NACC, inc.

National Retrofitting Group LLC

Neptun Light, Inc.

NORTH AMERICAN VIDEO

Northern Sign Co.

NSA Architects, Engineers, Planners

Nudell Architects O X Studio, Inc.

Oakland Livingston Human Svc Agcy- Guardianship

Ohio Pool, DBA OP Aquatics
Onsite Substance Abuse Testing
Orchard Hiltz & McCliment Inc.

Oscar W. Larson Co. Outside Partnership LLC

P & F Construction and Development LLC

Panoramic Landscaping Inc Paradigm 2000 Inc. Paradigm Design, Inc. Paramount Electric Inc Partners in architecture, PLC

PES Inc

Peter Basso Associates, Inc. Phoenix Safety Outfitters, LLC Poggemeyer Design Group, Inc.

Polygen Inc

Priority One Emergency Process Results, Inc.

Professional Building Maintenance

ProVideo Systems, Inc.

Pure Environmental Services, Inc.

Qualite Sports Lighting
R. C. Merchant & Co., Inc.
Rauhorn Electric, Inc.
Rebecca VanSumeren
Reinforcement Inc.
REMIER LIGHTING
Resource International, Inc.

RetroLED
RH Electrical Services Inc.

judy.lin@leadsun-us.com
info@leclercdisplay.com
ivan.chu@ledonedistribution.com
mkelley016@ledsource.com
alliedledco@gmail.com
dfmezak@yahoo.com
chris@librarydesign.com
rziegelman@lzarch.com
michaelwoznicki@lumecon.com

jpalm@lumerica.com menglish@medesignsllc.com mitn-bids@madisonelectric.com cgero@majicpro.com sdutton@marcduttonirr.com

pieter@mastercorporatecleaning.com jhilderbrandt@mpaarchitects.com mackensr@mc-mc.com nt@media-connection.com

afoster@mercurysl.com rcieslak@merrittcieslakdesign.com jbrewer@metroelect.com MSKEHAN2011@GMAIL.COM

mmares@metrocontrols.com
dhickson@mhscenergy.com
garyc@michiganelectricsupply.com
mike@milleniumproducts.net
rmitchell@mitchellandmouat.com
JMouat@mitchellandmouat.com

Enna.Bachelor@troymi.gov
mkawa@mceco.com
redwards@mce-tech.com
englishr@mscdirect.com
admin@murraylighting.com
nisette.gray@naccservices.com
akruser@nrgroup-llc.com
robert.aske@neptunlight.com

suzannet@navcctv.com
rick@northernsign.com
atorcolacci@nsa-ae.com
jhnudell@jhn.com
marketing@oxstudioinc.com
thomasf@olhsa.org
tpantalone@opaquatics.com
tbrown onsite@sbcglobal.net

samantha.schutz@ohm-advisors.com

jlintol@larsonco.com
dt@outsidepartnership.com
jconstruction1988@gmail.com
panoramiclscape@aol.com
LLewis@p2000i.com
bhadlock@paradigmae.com
james.vanker@paramountelectricinc.com
mmalone@partnersinarch.com

Successful gpillai@prense.com Successful iroop@pbanet.com Successful jshimel@phoenixoutfitters.com Successful mielnikr@poggemeyer.com Successful ihancock@polygeninc.com Successful patrick@priority1emergency.com Successful terickson@processresults.com Successful sstephens@tpg-usa.com Successful leslie@provideosystems.com Successful jason@pure-enviro.com

bsmith@qualite.com Successful
dmackinnon@rcmerchant.com Successful
tunderhill@rauhornelec.com Successful
rvansumeren2012@gmail.com Successful
info@reinforcement.com Successful
mmason@remierlighting.com Successful

kristenh@resourceinternational.com
Successful
ken073068@gmail.com
Successful
Ron@rhelectricalservices.com
Successful

Michigan Inter-governmental Trade Network

9/1/2016	Michigan Inter-governmental Trade Network	,
ROGERS ELECTRIC SUPPLY	marlam@rogerselectric.com	.cessful
Romanoff Electric Co. LLC	dana.hostetler@romanoffelectric.com	Successful
RS Engineering, LLC	rrayl@rs-eng.com	Successful
Sarnacki & Associates Architects, Inc,	jsarnacki@sarnackiaia.com	Successful
Sash Graphics	sashllc@comcast.net	Successful
Scales & Associates, Inc.	rscales@scalesassoc.com	Successful
School Specialty Inc SDA Architects, Inc.	BIDNOTICES@SCHOOLSPECIALTY.COM esalswedel@visitsda.com	Successful Successful
SDG Associates, LLC	fsims@sdg-assoc.com	Successful
Shoreview Electric Company	kpuma@shoreviewelectric.com	Successful
Sidock Group Architects and Engineers	gkacan@sidockgroup.com	Successful
Sigma Associates, Inc.	kcotton@sigmaassociates.com	Successful
sky electric, inc	dave.sky@sbcglobal.net	Successful
Smart Energy LLC	fjmawson@gmail.com	Successful
SmithGroupJJR, Inc.	darryl.james@smithgroupjjr.com	Successful
Soil and Materials Engineers Inc	ljohnson@sme-usa.com	Successful
source audio systems llc	joe@sourceaudiosystems.com	Successful
Spalding DeDecker Associates, Inc. Specialized Power Services, Inc.	bstanek@sda-eng.com info@specializedpowerservices.com	Successful Successful
Spence Brothers	bids@spencebrothers.com	Successful
SPINA ELECTRIC COMPANY	rgudenau@spinaelectric.com	Successful
SPRING CITY ELECTRICAL	twolf@springcity.com	Successful
SSOE Group	clientrequirements@ssoe.com	Successful
Stantec Consulting Michigan, Inc.	mark.pascoe@stantec.com	Successful
State Line Construction and Maintenance	melanie@statelineusa.com	Successful
STAY GREEN SPRINKLERS	david@staygreenservices.com	Successful
Strategic Public Affairs	mfernandes@strategiccommunicationsolutions.us	Successful
Straub Pettitt Yaste Architects	sfayrolan@straubpettittyaste.com	Successful
Street Smart Lighting LLC	brettg@streetsmartlighting.com	Successful
Strike Group L.L.C. SUPREME Heating and Cooling, LLC	LANEC@STRIKEGROUP.ORG sstritzinger@supremeheating.com	Successful Successful
SVT	mkupfer@gosvt.com	Successful
Team Electrical Sales	evan@teamelectricalsales.com	Successful
Teddy's lawn and landscape	srice@teddyslandscape.com	Successful
TF Sales Company	taf@tfsalescompany.com	Successful
THA Architects Engineers	mbennett@tha-flint.com	Successful
The Beistle Company dba Fire Smart Promotions	info@firesmartpromos.com	Successful
The Design Forum Inc.	nbauman@thedesignforum.com	Successful
The OAS Group, Inc.	emoin@s3svc.com	Successful
The Safety Source, LLC	Elizabeth@safetysourcellc.com	Successful
Thermo Source, LLC	rjahnke@thermosource.net	Successful
Thomas Group Consulting TLS Productions, Inc	buzz@thomasgroupconsulting.com	Successful Successful
TLS Sales, Inc	emily.jugowicz@tlsproductionsinc.com bill@tobinslakesales.com	Successful
TowerPinkster	eford@towerpinkster.com	Successful
Trastar, Inc.	bids@trastarusa.com	Successful
Tri-Master, Inc	trimasterco@aol.com	Successful
Troxell Communications Inc.	jerry.crubaugh@trox.com	Successful
TS&J INC	tsjinc112@gmail.com	Successful
UNITED LIGHTING STANDARDS INC	bobw@polemfg.com	Successful
V Pizzo Electric LLC	vpizzo@vpizzoelectric.com	Successful
Vanguard Design Group	bryan@guardthevan.com	Successful
Volunteer Energy	dleginski@volunteerenergy.com	Successful
Voss Electric Co.	will.wagner@vosslighting.com	Successful Successful
W3 Electric LLC dba L&T Contracting Wakely Associates, Inc.	w3electricllc@comcast.net rsyme@wakelyaia.com	Successful
Walker-Miller Energy Services LLC	walkermiller@wmenergy.com	Successful
Washington Music Center	bids@chucklevins.com	Successful
Weinstein Electric Company	dominict@weinsteinelec.com	Successful
Wesco Distribution	dwalker@wesco.com	Successful
Wesco Distribution	sjager@wesco.com	Successful
WESCO DISTRIBUTION, INC	jloft@wesco.com	Successful
west electric	david@combustion-systems.com	Successful
WHOLESALE ELECTRIC SUPPLY CO. INC.	JOHNCOVIEO@WESBC.COM	Successful
Wightman & Associates, Inc.	jbalkin@wightman-assoc.com	Successful
William A. Kibbe & Associates, Inc.	dmiller@klbbe.com	Successful
ZON LED, LLC Sending E-mail Messages: Finished 9/1/2016 8:36::	jeff@ZONLED.com 25 AM	Successful
Conding L-Ittali Messages. I Illistied of 1/2010 0.30	EO / NVI	

Process Complete - Return to Main Menu

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#### INSTRUCTIONS TO BIDDERS

August 26, 2016

**ITB-COT 16-26** 

Sealed bid proposals to furnish all equipment, material and labor, **FOR FURNISHING AND INSTALLATIONS OF HOLIDAY LIGHTS** 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, September 15, 2016 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 16-26 Holiday Lights - ON THE LOWER LEFT-HAND CORNER.

The bid proposals are for Holiday Lights 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). <u>Please call 24 hours prior to delivery at (248) 524-3417</u> 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

Further Instructions to Bidders Page 2 of 2

#### 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, <a href="https://www.mitn.info">www.mitn.info</a> 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. **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 16-26** Page 1 of 7

The undersigned proposes to *FURNISH ALL EQUIPMENT, MATERIAL AND LABOR FOR HOLIDAY LIGHTS AT THE CITY OF TROY* in accordance with the attached specifications. The specifications are to be considered an integral part of this bid proposal, at the following prices:

posal	Description	Qty	Unit Price	Total	
	Furnish 25' strands of LED lighting with 6" spacing	5625	\$	\$	
	Furnish green 3' plug adaptors	225	\$	\$	
	Furnish 24' green extension cords for plug adapters	225	\$	\$	
,, ,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		,	Proposal A Total	\$	
				\$	
	Installation and removal of holiday lighting •			Φ	
	Total Proposal A & B			\$	
For a	DRMATION: Idditional general information or questions concerning hasing Manager, at (248) 680-7291 between the hou y.	this pro	oject please contact <b>I</b> 00 a.m. and 4:00 p.n	MaryBeth Murz, n., Monday thru	
	IGNATED CITY REPRESENTATIVE: Bovensiep, Publics Work Director at (248) 524-3417 (	k.bover	nsiep@troymi.gov) is	the designated	
Kurt	Representative for this project.		CONTACT INFORMATION:		
Kurt City	Representative for this project.				
Kurt City	Representative for this project.	1 Hour I	Phone No	****	

Bid Proposal Holiday Lights Page 2 of 7

#### SITE INSPECTION:

All bidders (Proposal B Only) 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. Kurt Bovensiep at (248) 524-3417 or K.Boveniep@troymi.gov to schedule a site visit(s) between the hours of 8:00 am - 4:00 pm, Monday through Thursday.

(	١	)	Our company visited the site on
ì	Ś	)	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.

#### **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.

#### **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.

COMPANY NAME:	

Bid Proposal Holiday Lights Page 3 of 7

#### **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.

#### 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.

#### **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 27, 2016. The City of Troy is the only party to this contract that may authorize amendment to this schedule.

<ul><li>( ) Our Company can mee</li><li>( ) Our company cannot m</li></ul>	t this delivery / installation schedule eet this delivery / installation schedule but offers:
Work shall commence	calendar days after notice to proceed.

Bid Proposal Holiday Lights Page 4 of 7

#### **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: EMAIL:	CONTACT:	
COMPANY: ADDRESS: PHONE: EMAIL:	CONTACT:	
COMPANY: ADDRESS: PHONE: EMAIL:	CONTACT:	

#### **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:	

Bid Proposal Holiday Lights Page 5 of 7

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.

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.
<b>IMPORTANT:</b> A Certificate of Insurance on an ACORD Form showing present coverage as well as the required endorsements <u>SHALL</u> be attached to the proposal document at the time of submission of the proposal to the Office of the City Clerk.
<b>NOTE:</b> 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 of 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 a 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 that \$1,000,000.00 per occurrence combined single limit for Bodily Injury, and Property Damage. Coverage shat include all owned vehicles, all non-owned vehicles, and all hired vehicles.
COMPANY NAME:

Bid Proposal Holiday Lights Page 6 of 7

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:
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Bid Proposal Holiday Lights Page 7 of 7

#### 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:
<b>NOTE:</b> 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:
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 <i>Instructions to Bidders</i> (2 Pages) and that the bid proposal documents contained herein were obtained directly from the City's Purchasing Department or MITN website, <a href="www.mitn.info">www.mitn.info</a> 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 bis 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.

# CITY OF TROY Holiday Lights

#### **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. 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 contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations.

#### Holiday Lights Specifications Page 2 of 3

- 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 contractor. Anything contained in these specifications shall not be construed to conflict with any of the above-mentioned rules or regulations.
- 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 Department of Public Works.
- 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.

Holiday Lights Specifications Page 2 of 3

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

**DESCRIPTION:** The City of Troy seeks to purchase holiday lighting for 225 trees, approximately 25 strands of lights per tree, located in the medians of West Big Beaver Road between Coolidge Road and Rochester Road in Troy, MI. The City may, at its discretion, require installation of the lighting by the successful bidder.

#### LIGHTING

The following specifications are a minimum requirement. Any deviation from these requirements should be noted in the exceptions section of the Signature Page (Page 7 of 7.)

- Light strands shall be 25 feet in length
- Lights will be no greater than 6" in spacing between other lights on the strand and consist of a minimum of 50 wide-angle LED lights per strand
- Lights will be a minimum of 5mm wide angle LED and be warm white in color (2700-2850 degrees Kelvin)
- Light strands shall have a locking couple style connection for the connection of plugs and other light strands and shall consist of a seal to guard against water intrusion
- Wire will be a minimum of 22 gauge for light strands
- Must be able to connect a minimum of 45 strands to one plug with a wattage not to exceed 5 watts per strand
- Lights shall have a minimum of a three (3) year warranty and/or 3,000 hours. A copy of the warranty shall be included with your bid response.
- Power adapter cable shall handle a minimum of 45 light strands worth of wattage and be a minimum of 3 feet in length
- Cord extensions shall handle a minimum of 45 light strands worth of wattage and be a minimum of 24 feet in length.

#### **POWER SOURCES**

The outlets are on every street light pole. They are Ground Fault Interrupter (GFI) outlets. There is one receptacle with two outlets on each pole. Contractor is responsible for completing a site visit to familiarize itself with the location power sources.

#### INSTALLATION

Should installation of lights be required by the City the successful vendor shall be permitted to work between the hours of 7am-8pm Monday through Saturday only. No blocking of through lanes of traffic will be permitted. Use of de-acceleration lanes is permitted from the indirect left turns or otherwise installation shall occur by using poles. No permits are required for installation of lighting unless installation occurs on a Sunday. If equipment or vehicle is used on turf or landscaping the contractor is responsible for repairs if damaged.

- 1. 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.
- 2. 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.
- 3. Installation and Removal Deadlines:
  - a. Installation no later than November 27, 2016.
  - b. Lights shall be removed no later than March 1, 2017 unless written extension by the City is granted.



# Legal Status of Bidder:

the state of	for whor
A <b>corporation</b> duly organized and doing business under the laws of the State of, bearing the office title ofsignature is affixed to this proposal, is duly authorized to execute contracts.	, whose
signature is affixed to this proposal, is duly authorized to execute contracto.	
A <b>partnership</b> , 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 page (State Official Capacity in Firm)	arty making the foregoing proposal or bid,
connived, or agree, directly or indirectly, with any bidding and has not in any manner directly communication or conference, with any person the said that are said to be a sa	sham; that said bidder has not colluded, conspired, bidder or person, to put in a sham bid or to refrain from or indirectly sought by agreement or collusion, or to fix the bid price or affiant or any other bidder, or to fix bid price, or that of any other bidder, or to secure the erson interested in the proposed contract; and that all 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;
  - 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.

G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc

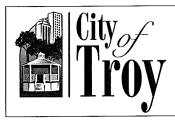


Vendor

#### 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.

Legal Name	
Street Address	
City	
State, Zip	
Corporate I.D. Number/State	
Taxpayer I.D. #	
requirements and possible penalties unde authority to make this certification on beha Norder is NOT on "IRAN LINKED BUSINI	of all of Vendors business activities, 2.)full knowledge of the set the law MCL 129.311 et seq. and 3.) the full and complete alf of the Vendor, by his/her signature below, certifies that: the ESS" as require by MCL 129.311 et seq., and as such that Vendor onsidered for a possible contract to supply goods and/or services to
Signature of Vendor's Authorized Agent:	
Printed Name of Vendor's Authorized Age	ent:
Witness Signature:	
Printed Name of Witness:	
G:\ BidLanguage IranLinkedBusiness	



#### **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.

Page 1of 2

#### **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 form 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 statue.
- 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 16-26** 

TITLE:

**HOLIDAY LIGHTS** 

#### 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	REASON	
	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 AUTHORIZE TITLE: COMPANY: ADDRESS:	ON: ZED COMPANY REPRESENTATIVE:	
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.



### CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 00/00/20XX

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER, THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER. IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). CONTACT PRODUCER PHONE (A/C, No. Ext): E-MAIL ADDRESS: 555-555-1234 FAX (A/C, No): 555-555-5678 ABC Insurance Agency 123 Main Street INSURER(S) AFFORDING COVERAGE NAIC# Anywhere, USA INSURER A: ABC Insurance Company 00000 INSURER B : INSURED XYZ Construction Company INSURER C: 456 Main Street INSURER D INSURER E Anywhere MI INSURER F **REVISION NUMBER:** CERTIFICATE NUMBER: COVERAGES THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES, LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. POLICY EFF POLICY EXP ADDL SUBR LIMITS POLICY NUMBER TYPE OF INSURANCE 1,000,000 **EACH OCCURRENCE** COMMERCIAL GENERAL LIABILITY 00/00/00 00/00/00 00-00-00-00 DAMAGE TO RENTED PREMISES (Es occurrence) Α 50,000 CLAIMS-MADE X OCCUR 5,000 MED EXP (Any one person) \$ 1,000,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE GEN'L AGGREGATE LIMIT APPLIES PER: 1,000,000 PRODUCTS - COMP/OP AGG \$ POLICY PRO-OTHER: COMBINED SINGLE LIMIT (Ea accident) 1,000,000 \$ 00/00/00 AUTOMOBILE LIABILITY 00/00/00 00-00-00-00 BODILY INJURY (Per person) \$ X ANY AUTO BODILY INJURY (Per accident) ALL OWNED AUTOS SCHEDULED AUTOS NON-OWNED PROPERTY DAMAGE (Per accident) 5 HIRED ALTOS \$ **EACH OCCURRENCE** \$ UMBRELLA LIAB **OCCUR AGGREGATE** FYCESS LIAB CLAIMS-MADE DED RETENTION \$ X STATUTE WORKERS COMPENSATION AND EMPLOYERS' LIABILITY 00/00/00 00/00/00 00-00-00-00 100,000 E.L. EACH ACCIDENT ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? 100,000 E.L. DISEASE - EA EMPLOYEE (Mandatory in NH)
If yes, describe under
DESCRIPTION OF OPERATIONS below 500,000 E.L. DISEASE - POLICY LIMIT DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) Additional Insured - See Endorsement Cancellation Notice - See Endorsement Primary & Non-Contributory - See Endorsement Project name: CANCELLATION CERTIFICATE HOLDER SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE **Entity Name** THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN Attn: Contact Name ACCORDANCE WITH THE POLICY PROVISIONS. **Entity Address** AUTHORIZED REPRESENTATIVE City, State Zip AGENT SIGNATURE

## Auditional Insured Endorsement for Ge.

# ADDITIONAL INSURED - WHERE REQUIRED UNDER CONTRACT OR AGREEMENT

	• =		
Named Insured	}	1	Endorsement Number 4
Policy Symbol	Policy Number	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
	e of Insurance Company)		

# THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY. THIS ENDORSEMENT MODIFIES INSURANCE PROVIDED UNDER THE FOLLOWING: COMMERCIAL GENERAL LIABILITY COVERAGE FORM

- WHO IS AN INSURED, is amended to include as an additional insured: Any person or organization to whom you become obligated to include as an additional SECTION II insured under this policy, as a result of any contract or agreement you enter into which requires you to furnish insurance to that person or organization of the type provided by this policy, but only with respect to liability arising out of your operations, completed operations, or premises owned by or rented to you. However, the insurance provided will not exceed the lesser of:
  - · The coverage and/or limits of this policy, or
  - · The coverage and/or limits required by said contract or agreement.

 Authorized Agent

#### Sample Judicional Insured Endorsement for Auto Liability

#### ADDITIONAL INSURED -DESIGNATED PERSONS OR ORGANIZATIONS

Named insured * *		Endorsement Number 2
Policy Symbol   Policy Number ISA	Policy Period 10/01/2014 TO 10/01/2015	Effective Date of Endorsement
Issued By (Name of Insurance Company)		

The above is required to be completed only when this endorsement is issued subsequent to the preparation of the privity.

#### THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
TRUCKERS COVERAGE FORM
MOTOR CARRIER COVERAGE FORM
GARAGE COVERAGE FORM
EXCESS BUSINESS AUTO COVERAGE FORM
EXCESS TRUCKERS COVERAGE FORM

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under a written contract, provided such contract was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "properly damage" resulting from acts or omissions of:
  - 1. You.
  - 2. Any of your "employees" or agents.
  - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.

 Authorized Representative	· · · · · · · · · · · · · · · · · · ·

# Requisition Report Summary Listing

			1671466			Status	Category	•	Vendor	Department	Description	Requisition	
						Promoted to P.O.	Standard			P&R-PARKS Parks - Municipal Grounds	Big Beaver Holiday Lights	2017-10000110	
							P.O. Status		P.O. Type	Purchase Order	Deliver by Date	G/L Date	
					Grand Totals		Edit	ORDER	PURCHASE	2017-00000161		08/31/2016	
					Requisitions								
					<b>H</b>								
Encumbered	Remaining	Expensed	Discounted	Voided	Amount	Encumbered	Remaining		Expensed	Discounted	Voided	Amount	
\$75,000.00	\$75,000.00	\$0.00	\$0.00	\$0.00	\$75,000.00	75,000.00	75,000.00		.00	.00	.00	75,000.00	

## Enna A. Bachelor

From:

Kurt Bovensiep

Sent:

Wednesday, August 10, 2016 12:05 PM

To: Cc: Enna A. Bachelor Arinze O Okafor

Subject:

RE: holiday lights bid

Please see the highlighted answers below.

Kurt Bovensiep | Public Works Director

City of Troy | 4693 Rochester Rd., Troy, MI 48085 | Office: 248-524-3489 | Cell: 248-885-1953 | troymi.gov



From: Enna A. Bachelor

Sent: Wednesday, August 10, 2016 8:41 AM To: Kurt Bovensiep < K.Bovensiep@troymi.gov> Cc: Arinze O Okafor < Arinze. Okafor@troymi.gov>

Subject: holiday lights bid

Arinze and I are working on the bid for the holiday lights. Need to know the following

- If we decide to have the vendor install the lights what hours can they work? 7am to 8pm Monday through Saturday only without a special permit. Special permit through the Engineering Department if hours outside this. Would they be restricted from working during peak traffic periods? We would not allow the contractor to block any through lanes of traffic, only using de-acceleration lanes for the indirect left turns or otherwise installed by using poles. Therefore there would not be any restrictions for peak traffic hours.
- Are there any special permits required? No unless working outside the normal working hours and there is no fee for this. If so, is the cost of such permits the responsible of the contractor or will the City waive fees for the permits?
- Any restrictions or requirements as it relates to them potentially blocking traffic or where their trucks or equipment can be staged? Please see above answer and include that if equipment or vehicle is used on turf or landscaping the contractor is responsible for any repairs if damaged.
- Can you provide information regarding the outlets (power sources) on the medians such as how far apart they are or where they are located. (maybe a diagram or a picture that shows their location and positioning) The outlets are on every street light pole. They are Ground Fault Interrupter (GFI) outlets. There is one receptacle with two outlets at each pole. I can get you a map of each pole location but I do not think it would be much help. The contractor should be required to complete a sight visit.
- What is the deadline date for taking delivery of the lights and/or installation? Delivery of materials should be no later than October 31 and installation should be completed before Thanksgiving.

"We believe a strong community embraces diversity, promotes innovation, and encourages collaboration. We strive to lead by example within the region. We do this because we want everyone to choose Troy as their community for life. We believe in doing government the best."



8-12-2014 September 22, 2015 INSTRUCTIONS TO BIDDERS

ITB-(07 16TO SCHOOL INSTALL HOLIDAY LIGHTB-COT 15-29 26

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 bid specifications. Specifications are listed in the bid proposal form on file:

All bids shall specify terms and show delivery dates. The waive any informality in the bid proposal received, and to ac deem to be most favorable to the interests of the City.

- Any and all bids submitted must be on the City of Transubmitted, a separate bid proposal form must be used for City of Troy's Purchasing Department or on the MITN (Michael at www.mitn.info.)
- 2. Municipalities are exempt from Michigan State Sales and I in the proposal figure. The City will furnish the success requested.

The following exception shall apply to installation projects. bidder for materials to be installed during the project, that sum of bid price and not charged as a separate line item. 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

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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, <a href="https://www.mitn.info">www.mitn.info</a> 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.



to accommodate

## 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:

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 REPLACE	SEMENT – The City of Troy is seeking a qualifi
ingtollar that is L. & M. Chemical certified for FG.	S Permashine Polished Floor Systems (Ceruile
must accompany bid response). Manufacturer	to provide floor replacement at the location an
listed below.	
	n so a company to the company of the
Furnish all equipment, material and labor to insta	all new floor at the City of Troy Police and Fire
Center 10,000 SE of enoxy removal, dve and po	lish concrete floor, saw cut joints filled, Liquid Oil
Genter: 10,000 or of opoxy relies and any	v ·
sealer, epoxy drive lines. Site visit is mandatory	
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Troy Police and Fire Training Cer 4850 John R Road	
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Troy Police and Fire Training Cer 4850 John R Road Troy, MI 48084 Completion date: November 30, 2015.	
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Bid Proposal Floor Replacement Page 2 of 7

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

## 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
the enseitiantions If a hidder does not	n site to determine the amount of work to be done in accordance with t conduct site inspections at each site, that bidder is not eligible to ger at (248) 524-3417 to schedule a site visit(s) between the hours of irsday.
() Our company vi	isited the site on id not visit the site.

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:		_

Bid Proposal Floor Replacement Page 3 of 7

### **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:			
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Bid Proposal Floor Replacement Page 4 of 7

## **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 ıγ рі a١

proceed and be authorize ame	oe comp endment	leted by November 30, 2015. The City of Troy is the only party to this contract that ma 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.
and material i	oy requi nstalled If your o	res that your company list at least three (3) clients who have recently had similar work by your company; specifically at Fire Stations, Government entities or similar company has done work for the City of Troy in the past, it is required the City be listed notes.
		CONTACT:
		CONTACT:
	IPANY: RESS: NE:	CONTACT:

## **IMPORTANT:**

EMAIL:

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:	COMPANY NAME:			
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Bid Proposal Floor Replacement Page 5 of 7

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 tl coverage acceptable Contractor

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

Bid Proposal Floor Replacement Page 6 of 7

**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:	
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Bid Proposal Floor Replacement Page 7 of 7

## 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: \_\_\_\_\_CITY: \_\_\_\_\_\_STATE: \_\_\_\_ZIP: \_\_\_\_ ADDRESS: 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 a chloridad directly from the City's Purchasing Department 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.



Questionnaire Floor Replacement Page 1 of 2

## VENDOR QUESTIONNAIRE

	e 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 app	FORMER FIRM NAME(S)
NOT!	E: If additional space is needed throughout the questionnaire, please attach additional sheets numbered opriately 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.
	Organization/Contact Name Type/Size Date Percentage Value
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.

Questionnaire Floor Replacement Page 2 of 2

•	and the wor	k to be performed by $\epsilon$	each. Include a complete lis	st and references of all
	Provide a pr "Notification	roject schedule based 1 to Proceed".	on starting the work within	ten (10) days after receiving
	experience,	areas of expertise, and	cally be assigned to this pr d/or list any additional train e listed in this section who	oject. Provide years of ing classes taken to increase will be assigned to project.
	TITLE	NAME	TRADE	EXPERIENCE / YEARS
		100		
	Has your cor	mnany completed floo	r replacements and/or insta	ulations of this nature for other
	City or Gove Government	rnment entities such a entities. Installer mus	ເຣ Fire Stations and/or Trair	ullations of this nature for other ning Centers? If yes, indicate ve (5) successful projects of
	Gity or Gove Government this kind and	rnment entities such a entities. Installer mus I provide contacts as s	is Fire Stations and/or Trair t have completed at least fi	ning Centers? If yes, indicate ve (5) successful projects of
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	City or Gove Government this kind and Indicate if yo	ernment entities such a entities. Installer mus I provide contacts as s our company has perfo	is Fire Stations and/or Trair t have completed at least fi such for the City of Troy.	ning Centers? If yes, indicate ve (5) successful projects of  roy previously.
· IE F	Indicate if yo	ernment entities such a entities. Installer mus I provide contacts as s our company has perfo	IS Fire Stations and/or Trair t have completed at least fire such for the City of Troy.  Treed work for the City of T  RUE STATEMENT OF FACT	ning Centers? If yes, indicate ve (5) successful projects of  roy previously.
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	Indicate if yo  Signature of A  Company:	ernment entities such a entities. Installer musi I provide contacts as s our company has perfo UESTIONNAIRE IS A TI	IS Fire Stations and/or Trair t have completed at least fire such for the City of Troy.  Treed work for the City of T  RUE STATEMENT OF FACT	ning Centers? If yes, indicate ve (5) successful projects of  roy previously.
	Indicate if you signature of A Company:  Address:	entities. Installer musical provide contacts as some company has performed by the company has performed by the company Reserved.	IS Fire Stations and/or Trair t have completed at least fire such for the City of Troy.  Treed work for the City of T  RUE STATEMENT OF FACT	ning Centers? If yes, indicate ve (5) successful projects of  roy previously.

# 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.
- 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 <u>and</u> the manufacturer for a minimum (10) year period.

Floor Replacement Specifications Page 3 of 3

- 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:

A <b>corporation</b> duly organized and doing business under the laws of the State of, bearing the office title of signature is affixed to this proposal, is duly authorized to execute contracts.				
signature is affixed to this proposal, is duly a	uthorized to execute contracts.			
A <b>partnership</b> , all members of which, with a	ddresses, is:			
		· · · · · · · · · · · · · · · · · · ·		



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

TO WHOM IT MAY CONCERN:		
(Print Full Name)	, being duly sworn deposed, says that he	e
is Th  (State Official Capacity in Firm)	e party making the foregoing proposal or bio	l,
that such bid is genuine and not collusion connived, or agree, directly or indirectly, with bidding and has not in any manner direcommunication or conference, with any pers any overhead, profit, or cost element of sa advantage against the City of Troy or any statements contained in said proposal or bid a	any bidder or person, to put in a sham bid ectly or indirectly sought by agreement on to fix the bid price or affiant or any other aid bid price, or that of any other bidder, or person interested in the proposed contra	or to refrain from or collusion, or r bidder, or to fix or to secure the
	SIGNATURE OF PERSON SUBMITTING	G BID
	NOTARY'S SIGNATURE	•
	Subscribed and sworn to before me this day ofin and for	, 20 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 stateme	1	1	l an	n able	to	certify	v to	the	above	statemer	its
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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.

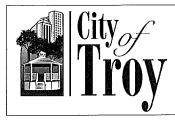
G:\Purchasing Forms - Instructions\Certification regarding debarment (2).doc



## 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. #	
requirements and possible penalties under authority to make this certification on behavendor is NOT an "IRAN LINKED BUSIN	of all of Vendors business activities, 2.)full knowledge of the er the law MCL 129.311 et seq. and 3.) the full and complete alf of the Vendor, by his/her signature below, certifies that: the ESS" as require by MCL 129.311 et seq., and as such that Vendor onsidered for a possible contract to supply goods and/or services to
Signature of Vendor's Authorized Agent:	
Printed Name of Vendor's Authorized Age	ent:
Witness Signature:	
Printed Name of Witness:	
G:\ BidLanguage_IranLinkedBusiness	



## **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.

Page 1of 2

### **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 form 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 statue.
- 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	REASON				
	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 harm					
	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 COMP, TITLE: COMPANY: ADDRESS:	ANY REPRESENTATIVE:	
FAX NUMBER:	_TELEPHONE NUMBER:	 7 (4) (4) (4)

**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 - <a href="https://www.mitn.info.">www.mitn.info.</a>