

CITY OF CLARE

REQUEST FOR PROPOSALS – CLARE PUBLIC SAFETY ROOF PROJECT

The City of Clare requests proposals for the following Clare Public Safety Building Roof project. The project is to include replacing or changing the existing rubber roof system on the police garage bay portion of the building only, as applicable.

General Description of Project:

The roof being replaced was originally the Clare Fire Department garage bay. This portion of the roof is now being used by the police department. The roof to be replaced is connected to the Clare Fire Department portion of the building. In 2022 the Clare Fire Department replaced their section of the roof. The repair bid will replace the police department section and connect it to the recently completed roof of the Clare Fire Department. The Low Slope Rubber Roof of approximately 3400 sq/ft. in size. We are looking for the replacement of the existing roof with at least a 15-year warranty. We are open to different replacement methods that provide cost-effectiveness, ensure top-quality work, and provide a leak-free environment.

Sealed Proposals are due: May 31st, 2023 by 10 AM

To submit a proposal: Signed and sealed proposals will be delivered and/or mailed, clearly marked **SEALED BID-AIRPORT TERMINAL ROOF PROJECT**

City of Clare

SEALED BID – CLARE PUBLIC SAFETY ROOF PROJECT

202 West Fifth Street
Clare MI 48617

Proposals submitted late, via oral, or telephonic, will not be considered or accepted. Each offeror must submit in a sealed envelope:

- One (1) original proposal.
- 2 additional proposal copies.
- One (1) digital copy of the proposal preferably in PDF form.

All proposals received on or before the due date will be publicly opened and recorded on the due date. No immediate decisions will be rendered.

The City is not liable to any prospective offeror for any unforeseen circumstances, delivery, or postal delays. Postmarking on the due date will not suffice for receipt of the proposal. Offerors are responsible for the submission of their proposals. Additional time will not be granted to a single prospective offeror. The City may extend the time for submission of all proposals, at the sole discretion of the City.

Contract:

A sample contract is attached to this RFP and incorporated by reference. Those who submit a proposal are required to review the sample agreement carefully. The City will not entertain changes to its sample contract. This RFP and the proposal will constitute the basis of the scope of services in the contract and will be incorporated by reference.

Questions and Clarifications:

All questions regarding this Request for Proposal (RFP) will be submitted via e-mail. Questions will be accepted and answered in accordance with the terms of this RFP. The last date to submit questions is May 29, 2023, at 4:00 p.m. Questions will be e-mailed to dsaad@cityofclare.gov Should any prospective offeror be in doubt as to the meaning of any part of this RFP, or should the offeror find ambiguity, inconsistency or omission in the RFP, an official request for interpretation or correction shall be made by the date specified above.

Any clarifications or addenda to the RFP will be posted to the city website at www.cityofclare.gov. It is the prospective offerors' responsibility to ensure that they have all addenda and official clarifications before submitting a proposal. All addenda are a part of this RFP, as though fully set forth herein.

Proposed schedule for entering into a contract:

Scheduled Site Visits

Written Question Deadline

Final Addenda Published (if needed)

Proposal Due Date

Tentative Interviews (if needed)

Selection of Proposal

Expected City Commission Authorization

The schedule set forth is subject to change, within the City's discretion.

Notices:

1. The person or entity submitting the successful proposal will be required to provide the City of Clare with an IRS form W-9.
2. The successful proposal will be required to include performance and payment bonds in the sum of ninety-five percent (95%) of the final contract amount.
3. The City is subject to the Freedom of Information Act, Public Act 442 of 1976 (FOIA). FOIA requires that the City provide copies of, or permit inspection of

its files when requested by individuals. All information in a proposal is subject to disclosure under FOIA, including contracts and attachments to contracts.

4. The City reserves the right to award the total proposal, to reject any or all proposals in whole or in part, and to waive any informality or technical defects, if, in the City's sole judgment, the best interests of the City will be so served. The City's right to reject, or accept, any or all proposals, or alternative proposals may be exercised without cause.
5. The City reserves the right to request additional information from any offeror, or all offerors.
6. The City reserves the right to reject any proposal that it deems unresponsive, or deficient in any information requested in this RFP. The City reserves the right to disqualify proposals that are nonconforming.
7. The City reserves the right to determine whether the scope of the project will be entirely as set forth in the RFP, a portion of the scope set forth in the RFP, or a revised scope will be implemented.
8. The City reserves the right to retain all proposals submitted and to use any ideas contained within a proposal regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the firm, of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted.
9. The City of Clare Ethics Ordinance requires that the ****
10. The City of Clare assumes no responsibility or liability for costs incurred by any offeror, prior to the execution of a contract. By submitting a proposal, the offeror agrees to bear all costs incurred or related to the preparation, submission, and selection process for the proposal.
11. Debarment: Submission of a proposal constitutes a certification by the offeror that the submitting person or entity is not debarred, suspended, proposed for debarment, and declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal departments or agencies.

Section 2: Minimum Information Required

Proposals should be organized into the following sections:

- A. Professional qualifications

- B. Past involvement with similar projects
- C. Proposed work plan and price
- D. Authorized negotiator
- E. Attachments
- F. The contractor shall provide one-year full labor and material warranty on all workmanship, material, and equipment furnished for this project.
- G. The contractor shall provide a PDF copy of the materials specification sheet within seven (7) days of the written bid accepted by the City. The contractor shall not purchase materials until written approval is received from the City.
- H. The Contractor shall coordinate all work with the City of Clare Department of Public Works and City Administration.

Section 3: Scope of Work

The Clare Public Safety building has a Low Slope Rubber Roof of approximately 3400 sq/ft. in size. We are looking for the replacement of the existing roof with at least a 15-year warranty, and connection of the roof to the Clare Fire Department which was replaced in 2022. We are open to different replacement methods that provide cost-effectiveness and ensure top-quality work, that provide a leak-free environment.

Attachments to this RFP

Attachment A: Legal Status of Offeror

Attachment B: Sample Contract

Attachment C: Insurance Requirements

Exhibit A: Contractor's Proposed Scope of Services

Exhibit B: Contractor's Proposed Compensation Schedule

CITY OF CLARE - ATTACHMENT A
LEGAL STATUS OF THE OFFEROR

(The Offeror shall fill out the provision and strike out the remaining ones.)

The Offeror is:

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

*If not incorporated in Michigan, please attach the corporations' Certificate of Authority.

- A limited liability company doing business under the laws of the State of _____ whom _____ bearing the title of _____ whose signature is affixed to this proposal, is authorized to execute contract on behalf of the LLC.
- A partnership organized under the laws of the State of _____ and filed with the County of _____, whose members are (attach list including street and mailing address for each.)
- An individual, whose signature with address, is affixed to this RFP.

Offeror has examined the basic requirements of this RFP and its scope of services, including all Addendum (if applicable) and hereby agrees to offer the services as specified in the RFP.

Signature Date: _____

(Print) Name: _____ Title: _____

Firm: _____

Address: _____

Contact Phone: _____ Fax: _____

E-mail: _____

CITY OF CLARE ATTACHMENT B

SAMPLE CONTRACT

If a contract is awarded, the selection Firm(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles that apply to all contractors/service providers to the City of Clare. The required provisions are:

CONTRACT BETWEEN

_____ AND THE CITY OF CLARE

FOR _____

The City of Clare, a Michigan municipal corporation, having its offices at 202 West Fifth Street, Clare, Michigan 48617, ("City"), and _____

_____ ("Contractor"), a(n)

_____ (State where organized) _____

(Partnership, Sole Proprietorship, or Corporation) with its address at

_____, agree as follows:

The Contractor agrees to provide services the City under the following terms and conditions:

1. DEFINITIONS

Project means _____ (Project name).

2. DURATION

Contractor shall commence performance on _____, 20____ ("Commencement Date"). This Agreement shall remain in effect until satisfactory completion of the Services specified below unless terminated as provided for in Article 11. The terms and conditions of this Agreement shall apply to the earlier of the Effective Date of Commencement Date.

3. SERVICES

- A. The Contractor agrees to provide materials and labor as set forth in the Request for Proposal dated _____ by the city of Clare for _____ improvements and services, and as set forth in the

proposal submitted by the Contractor on _____ date. The City retains the right to make changes to the quantities of materials and labor within the general scope of the agreement at any time by written order.

- B. Quality of Services under this Agreement shall be of the level of quality performed by persons regularly rendering this type of service. Determination of acceptable quality shall be made solely by the contract Administrator.
- C. The Contractor shall perform its Services for the Project in compliance with all statutory, regulatory, and contractual requirements now or hereafter in effect as may be applicable to the rights and obligations set forth in the Agreement.
- D. The Contractor may rely upon the accuracy of reports and surveys provided to it by the city (if any) except when defects should have been apparent to a reasonably competent professional or when it has actual notice of any defects in the reports and surveys.

4. INDEPENDENT CONTRACTOR

The Parties agree that at all times and for all purposes under the terms of this Agreement each Party's relationship to any other Party shall be that of an independent contractor. Each Party will be solely responsible for the acts of its own employees, agents, and servants. No liability, right, or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to any Party as a result of this Agreement.

5. COMPENSATION OF CONTRACTOR

- A. The Contractor shall be paid in the manner set forth in Exhibit B. Payment shall be made monthly, unless another payment term is specified in Exhibit B, following receipt of invoices submitted by the contractor, and approved by the contract Administrator.
- B. The Contractor will be compensated for Services performed in addition to the Services described in Article 3, only when the scope of and compensation for those additional Services have received prior written approval of the contract Administrator.
- C. The Contractor shall keep complete records of work performed (e.g. tasks performed, hours allocated, etc.) so that the City may verify invoices submitted by the Contractor. Such records shall be made available to the City upon request and submitted in summary form with each invoice.

6. INSURANCE/INDEMNIFICATION

- A. The Contractor shall procure and maintain during the life of this contract such insurance policies, including those set forth in Exhibit C, as will protect itself and the City from all claims for bodily injuries, death or property damage that may arise under this contract; whether the act(s) or omission(s) giving rise to the claim were made by the Contractor, any subcontractor or anyone employed by them directly or indirectly. Prior to commencement of work under this Agreement, Contractor shall provide to the City documentation satisfactory to the city, through City-approved means, demonstrating it has obtained the policies and endorsements required by Exhibit C. When requested, Contractor shall provide the same documentation for its subcontractor(s) (if any).
- B. Any insurance provider of contractor shall be authorized to do business in the State of Michigan and shall carry and maintain a minimum rating assigned by A.M. Best & Company's key Rating Guide of "A-" Overall and a minimum Financial Size Category of "V". Insurance policies and certificates issued by non-authorized insurance companies are not acceptable unless approved in writing by the City.
- C. To the fullest extent permitted by law, Contractor shall indemnify, defend and hold the City, its officers, employees and agents harmless from all suits, claims, judgments and expenses, including attorney's fees, resulting or alleged to result, from any acts or omissions by Contractor or its employees and agents occurring in the performance of or breach in this Agreement, except to the extent that any suit, claim, judgment or expense are finally judicially determined to have resulted from the city's negligence or willful misconduct or its failure to comply with any of its material obligations set forth in this Agreement.

7. COMPLIANCE REQUIREMENTS

Nondiscrimination. The Contractor agrees to comply, and to require its subcontractor(s) to comply, with the nondiscrimination provisions of MCL 37.2209 and MCL 37.2202.

8. WARRANTIES BY THE CONTRACTOR

- A. The Contractor warrants that the quality of its Services under this Agreement shall conform to the level of quality performed by persons regularly rendering this type of service.
- B. The Contractor warrants that it has all the skills, experience and professional licenses necessary to perform the Services specified in this Agreement.

- C. The Contractor warrants that it has available, or will engage, at its own expense, sufficient trained employees to provide the Services specified in this Agreement.
- D. The Contractor warrants that it is not, and shall not become overdue or in default to the City for any contract, debt, or any other obligation to the City including real and personal property taxes.
- E. The Contractor warrants that its proposal for services was made in good faith, it arrived at the costs of its proposal independently, without consultation, communication, or agreement, for the purpose of restricting completion as to any matter relating to such fees with any competitor for these services; and no attempt has been made or shall be made by the Contractor to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

9. ASSIGNMENT

- A. The Contractor shall not subcontract or assign any portion of any right or obligation under this Agreement without prior written consent from the City. Notwithstanding any consent by the city to any assignment, Contractor shall at all times remain bound to all warranties, certifications, indemnifications, promises, and performances, however, described, as are required of it under the Agreement unless specifically released from the requirement, in writing, by the City.
- B. The Contractor shall retain the right to pledge payment(s) due and payable under this Agreement to third parties

10. TERMINATION OF AGREEMENT

- A. If either party is in breach of this Agreement for a period of fifteen (15) days following receipt of notice from the non-breaching party with respect to a breach, the non-breaching party may pursue any remedies available to it against the breaching party under applicable law, including but not limited to, the right to terminate this Agreement without further notice. The waiver of any breach by any party to this Agreement shall not waive any subsequent breach by any party.
- B. The City may terminate this Agreement, on at least thirty (30) days advance notice, for any reason, including convenience, without incurring any penalty, expense, or liability to Contractor, except the obligation to pay for Services actually performed under the Agreement before the termination date.
- C. Contractor acknowledges that, if this Agreement extends for several fiscal years, a continuation of this agreement is subject to appropriation of funds for this Project. If funds to enable the City to effect continued payment under this Agreement are not appropriated or otherwise made

available, the City shall have the right to terminate this Agreement without penalty at the end of the last period for which funds have been appropriated or otherwise made available by giving written notice of termination to Contractor. The Contract Administrator shall give the Contractor written notice of such non-appropriation within thirty (30) days after it receives notice of such non-appropriation.

- D. The provisions of Articles 6 and 8 shall survive the expiration or earlier termination of this Agreement for any reason. The expiration or termination of this Agreement, for any reason, shall not release either party from any obligation or liability to the other party, including any payment obligation that has already accrued and the Contractor's obligation to deliver all deliverables due as of the date of termination of this Agreement.

11. REMEDIES

- A. This Agreement does not and is not intended to, impair, divest, delegate, or contravene any constitutional, statutory, and/or another legal right, privilege, power, obligation, duty, or immunity of the Parties.
- B. All rights and remedies provided in this Agreement are cumulative and not exclusive, and the exercise by either party of any right or remedy does not preclude the exercise of any other rights or remedies that may now or subsequently be available at law, in equity, by statute, in any agreement between the parties or otherwise.
- C. Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this agreement, whether by conduct or otherwise, in one or more instances, shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
- D. The Contractor and the City of Clare recognize and affirmatively covenant that should the contract be breached or otherwise disregarded by Contractor that the damages are indefinite and difficult to quantify. The parties further stipulate and agree that in that event, the City of Clare will have very real financial damages. Therefore, in the nature of liquidated damages and not in the nature of a penalty, the parties agree that the sum of \$500.00 shall be considered as liquidated damages for breach of this contract, including any work that shall remain uncompleted after the time specified for its completion. Said damages shall be cumulative and shall be assessed at the specified rate for each day a breach continues. Said damages shall be deducted from the

amounts due Contractor, not as a penalty but as just and liquidated damages. In addition, the City of Clare shall have all remedies available at law including the right to seek specific performance.

12. NOTICE

All notices and submissions required under this Agreement shall be delivered to the respective party in the manner described herein to the address stated in this Agreement or such other address as either party may designate by prior written notice to the other. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by next-day express delivery service, certified mail, or first class, U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occurs: (1) the date of actual receipt; (2) the next business day when notice is sent next day express delivery service or personal delivery; or (3) three days after mailing first class or certified U.S. mail.

If Notice is sent to the CONTRACTOR, it shall be addressed and sent to:

Contractor Name: _____

Contractor Address: _____

Contractor City: _____ State: _____, Zip Code: _____

If Notice is sent to the CITY, it shall be addressed and sent to:

CITY OF CLARE, 202 West Fifth, Clare MI 48617

With a copy to:

City Attorney, City of Clare, 601 Beech, Box 67, Clare MI 48617

13. CHOICE OF LAW AND FORUM

This Agreement will be governed and controlled in all respects by the laws of the State of Michigan, including interpretation, enforceability, validity and construction, excepting the principles of conflicts of law. The parties submit to the jurisdiction and venue of the Circuit Court for Clare County, State of Michigan. The parties stipulate that the venue referenced in this Agreement is convenient and waive any claim of non-convenience.

14. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this Agreement, all documents (i.e. deliverables) prepared by or obtained by the Contractor as provided under the terms of this Agreement shall be delivered to and become the property of the city. Original basic

survey notes, sketches, charts, drawings, partially completed drawings, computations, quantities, and other data shall remain in the possession of the Contractor as instruments of service unless specifically incorporated in a deliverable but shall be made available, upon request, to the City without restriction or limitation on their use. The City acknowledges that the documents are prepared only for the Project. Prior to completion of the contracted Services the City shall have a recognized proprietary interest in the work product of the Contractor.

Unless otherwise stated in this Agreement, any intellectual property owned by Contractor prior to the effective date of this Agreement (i.e., Preexisting Information) shall remain the exclusive property of Contractor even if such Preexisting Information is embedded or otherwise incorporated in materials or products first produced as a result of this Agreement or used to develop Deliverables. The City's right under this provision shall not apply to any Preexisting Information or any component thereof regardless of form or media.

15. CONFLICTS OF INTEREST OR REPRESENTATION

Contractor certifies it has no financial interest in the Services to be provided under this Agreement other than the compensation specified herein. Contractor further certifies that it presently has no personal or financial interest, and shall not acquire any such interest, direct or indirect, which would conflict in any manner with its performance of the Services under this Agreement.

16. SEVERABILITY OF PROVISIONS

Whenever possible, each provision of this agreement will be interpreted in a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance will be prohibited by or invalid under applicable law, that provision will be ineffective to the extent of the prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to other parties and circumstances.

17. EXTENT OF AGREEMENT

This Agreement, together with any affixed exhibits, schedules or other documentation, constitutes the entire understanding between the City and the Contractor with respect to the subject matter of the Agreement and it supersedes, unless otherwise incorporated by reference herein, all prior representations, negotiations, agreements or understandings whether written or oral. Neither party has relied on any prior representations, of any kind or nature, in entering into this Agreement. No terms or conditions of either party's invoice, purchase order or other administrative document shall modify the terms and conditions of this Agreement,

regardless of the other party's failure to object to such form. This Agreement shall be binding on and shall inure to the benefit of the parties to this Agreement and their permitted successors and permitted assigns and nothing in this Agreement, express or implied, is intended to or shall confer on any other person or entity any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement. This Agreement may only be altered, amended or modified by written amendment signed by the Contractor and the City. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement.

18. ELECTRONIC TRANSACTION

The parties agree that signatures on this Agreement may be delivered electronically in lieu of an original signature and agree to treat electronic signatures as original signatures that bind them to this Agreement.

19. EFFECTIVE DATE

This Agreement will become effective when all parties have signed it. The Effective Date of this Agreement will be the date this Agreement is signed by the last party to sign it.

CONTRACTOR

BY
ITS
DATE

CITY OF CLARE

BY
ITS
DATE

APPROVED AS TO SUBSTANCE

ATTACHMENT C
INSURANCE REQUIREMENTS

From the earlier of the Effective Date or the Commencement Date of this Agreement, and continuing without interruption during the term of this Agreement, Contractor shall have, at a minimum, the following insurance, including all endorsements necessary for Contractor to have or provide the required coverage.

- A. The Contractor shall have insurance that meets the following minimum requirements:
1. Professional Liability Insurance or Errors and Omissions Insurance protecting the Contractor and its employees in an amount not less than \$500,000.
 2. Worker's Compensation Insurance in accordance with all applicable state and federal statutes. Further, Employer's Liability Coverage shall be obtained in the following minimum amounts:

Bodily Injury by Accident - \$500,000 for each accident
Bodily Injury by Disease - \$500,000 for each employee
Bodily Injury by Disease - \$500,000 each policy limit
 3. Commercial General Liability Insurance equivalent to, as a minimum, Insurance Services Office form CG 00 01 04 13 or current equivalent. The City of Clare shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the following minimum limits of liability are required:

\$500,000 Each occurrence, as respect to Bodily Injury Liability or Property Damage Liability, or both combined
\$500,000 Per Project General Aggregate
\$500,000 Personal and Advertising Injury
 4. Motor Vehicle Liability Insurance equivalent to, as a minimum, Insurance Services Office form CA 00 01 10 13 or current equivalent. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles. The City of Clare shall be an additional insured. There shall be no added exclusions or limiting endorsements that diminish the City's protections as an additional insured under the policy. Further, the limits of liability shall be \$500,000 for each occurrence as respects Bodily Injury Liability or Property Damage Liability, or both combined.

5. Umbrella/Excess Liability Insurance shall be provided to apply in excess of the commercial General Liability, Employers Liability, and the Motor Vehicle coverage enumerated above, for each occurrence and for aggregate in the amount of \$500,000.
- B. Insurance required under A.3 and A.4 above shall be considered primary as respect to any other valid or collectible insurance that the City may possess, including any self-insured retentions the City may have; and any other insurance the City does possess shall be considered excess insurance only and shall not be required to contribute with this insurance. Further, the Contractor agrees to waive any right of recovery by its insurer against the City for any insurance listed herein.
 - C. Insurance companies and policy forms are subject to the approval of the City Attorney, which approval shall not be unreasonably withheld. Documentation must provide and demonstrate an unconditional and unqualified 30-day written notice of cancellation in favor of the City of Clare. Further, the documentation must explicitly state the following: (a) the policy number(s); the name of an insurance company; name(s), email address(es), and address(es) of the agent or authorized representative; name and address of insured; project name; policy expiration date; and specific coverage amounts; (b) any deductibles or self-insured retentions, which may be approved by the City in its sole discretion; (c) that the policy conforms to the requirements specified. The contractor shall furnish the City with satisfactory certificates of insurance and endorsements prior to the commencement of any work. Upon request, the Contractor shall provide within 30 days, a copy of the policy(ies) and all required endorsements to the City. If any of the above coverages expire by their terms during the term of this contract, the Contractor shall deliver proof of renewal and/or new policies and endorsements to the Administering Service Area/Unit at least ten days prior to the expiration date.

EXHIBIT A
CONTRACTOR'S SCOPE OF SERVICES

EXHIBIT B
COMPENSATION

GENERAL

The contractor shall be paid for those Services performed pursuant to this Agreement inclusive of all reimbursable expenses (if applicable), in accordance with the terms and conditions herein. The Compensation Schedule below/attached states the nature and amount of compensation the Contractor may charge the City