



City OF DEXTER

INVITATION TO BID

BID TITLE:	2015 Pavement Markings
BID DUE DATE:	FRIDAY, APRIL 17, 2015 10:00 AM

ISSUING AGENCY INFORMATION	
ISSUED BY: City of Dexter, 8140 Main Street, Dexter, MI 48130	ISSUE DATE: 3-20-15
RETURN TO: City of Dexter Assistant to the City Manager Justin Breyer 8140 Main Street (mailing) 8123 Main Street (drop off) Dexter, MI 48130	Phone: (734) 426-8303 ext. 17 Fax: (734) 426-5614 Website: www.dextermi.gov

INSTRUCTIONS TO BIDDERS

COMPLETE THE INFORMATION BELOW AND RETURN THIS PAGE WITH YOUR BID AND ANY REQUIRED DOCUMENTS TO THE ADDRESS LISTED ABOVE UNDER "ISSUING AGENCY INFORMATION."

Alternate Bids: Vendors may submit alternate bids (a bid on services other than specified). Alternate bids are considered only if the vendor is the lowest responsible vendor on their primary bid. Bids must be clearly identified as "Primary" and "Alternate".

BIDDERS MUST COMPLETE THE FOLLOWING

PAYMENT TERMS: NET 30 DAYS	DELIVERY DATE:
BIDDER NAME/ADDRESS/CERTIFICATIONS:	AUTHORIZED BIDDER SIGNATORY (print and sign in ink):
BIDDER PHONE #:	BIDDER FAX #:
BIDDER EMAIL ADDRESS AND WEBSITE:	

IMPORTANT: SEE STANDARDS AND TERMS

**City OF DEXTER – 2015 PAVEMENT MARKINGS
STANDARD TERMS AND CONDITIONS**

By submitting a response to this invitation for bid, request for proposal, limited solicitation, or acceptance of a contract, the vendor agrees to acceptance of the following Standard Terms and Conditions and any other provisions that are specific to this solicitation or contract.

ACCEPTANCE/REJECTION OF BIDS, PROPOSALS, OR LIMITED SOLICITATION RESPONSES: The City reserves the right to accept or reject any or all bids, proposals, or limited solicitation responses, wholly or in part, and to make awards in any manner deemed in the best interest of the City. Bids, proposals, and limited solicitation responses will be firm for 30 days, unless stated otherwise in the text of the invitation for bid, request for proposal, or limited solicitation.

ACCESS AND RETENTION OF RECORDS: The contractor agrees to provide the City, or their authorized agents, access to any records necessary to determine contract compliance. The contractor agrees to create and retain records supporting the services rendered or supplies delivered for a period of three years after either the completion date of the contract or the conclusion of any claim, litigation, or exception relating to the contract.

ALTERATION OF SOLICITATION DOCUMENT: In the event of inconsistencies or contradictions between language contained in the City's solicitation document and a vendor's response, the language contained in the City's original solicitation document will prevail.

ASSIGNMENT, TRANSFER AND SUBCONTRACTING: The contractor shall not assign, transfer or subcontract any portion of the contract without the express written consent of the department.

COMPLIANCE WITH LAWS: The contractor must, in performance of work under the contract, fully comply with all applicable federal, state, or local laws, rules and regulations. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision.

CONFORMANCE WITH CONTRACT: No alteration of the terms, conditions, delivery, price, quality, quantities, or specifications of the contract shall be granted without prior written consent of the City of Dexter. Supplies delivered which do not conform to the contract terms, conditions, and specifications may be rejected and returned at the contractor's expense.

E-MAIL/FACSIMILE RESPONSES: E-Mail and Facsimile responses will be not be accepted. Bids, or portions thereof, received after the due time will not be considered.

HOLD HARMLESS/INDEMNIFICATION: The contractor agrees to protect, defend, and save the City, its elected and appointed officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands, causes of action of any kind or character, including the cost of defense thereof, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed or omissions of services or in any way resulting from the acts or omissions of the contractor and/or its agents, employees, representatives, assigns, subcontractors, except the sole negligence of the City, under this agreement.

LATE BIDS AND PROPOSALS: Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to assure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the vendor at the expense of the vendor or destroyed if requested.

RIGHT TO REJECT: The City has the right to reject bids and proposals with reason.

PAYMENT TERM: All payment terms will be computed from the date of delivery of supplies or services OR receipt of a properly executed invoice, whichever is later. Unless otherwise noted in the solicitation document, the City is allowed 30 days to pay such invoices.

TAX EXEMPTION: The City of Dexter is tax exempt (#38-6004671).

TERMINATION OF CONTRACT: Unless otherwise stated, the City may, by written notice to the contractor, terminate the contract in whole or in part at any time the contractor fails to perform the contract.

COMPLIANCE WITH WORKERS' COMPENSATION ACT

The Contractor is required to supply the City of Dexter with proof of compliance with the Workers' Compensation Act while performing work for the City of Dexter. Neither the Contractor nor its employees are employees of the City. The proof of insurance/exemption must be in the form of workers' compensation insurance, an independent contractor exemption, or documentation of corporate officer status and must be

received by the City, within 10 working days of the Notice of Award and must be kept current for the entire term of the contract.

CONTRACTS WILL NOT BE ISSUED TO VENDORS WHO FAIL TO PROVIDE THE REQUIRED DOCUMENTATION WITHIN THE ALLOTTED TIME FRAME.

CONTRACT TERMINATION

Termination for Cause. The City may, by written notice to the Contractor, terminate this contract in whole or in part at any time the Contractor fails to perform this contract.

INSURANCE REQUIREMENTS – BID/PROPOSAL

General Requirements: The Contractor shall maintain for the duration of the contract, at its cost and expense, insurance against claims for injuries to persons or damages to property, including contractual liability, which may arise from or in connection with the performance of the work by the Contractor, agents, employees, representatives, assigns, or subcontractors. This insurance shall cover such claims as may be caused by any negligent act or omission. All coverages shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to the City of Dexter, Michigan.

Primary Insurance: The Contractor's insurance coverage shall be primary insurance as respect to the City, its officers, officials, employees, and volunteers and shall apply separately to each project or location. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.

Specific Requirements for Commercial General Liability: The Contractor shall purchase and maintain occurrence coverage with combined single limits for bodily injury, personal injury, and property damage of \$300,000 per occurrence and \$1,000,000 aggregate per year to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Coverages shall include the following extensions: (a) Contractual Liability; (b) Products and Completed Operations; (c) Independent Contractor's Coverage; (d) Broad Form General Liability Extensions, or equivalent; (e) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.

Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered and listed as additional insureds; for liability arising out of activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations; premises owned, leased, occupied, or used.

Specific Requirements for Automobile Liability: The Contractor shall purchase and maintain coverage with limits of not less than \$300,000 per person (personal injury), \$1,000,000 per accident occurrence (personal injury), and \$100,000 per accident occurrence (property damage), OR combined single limits of \$1,000,000 per occurrence to cover such claims as may be caused by any act, omission, or negligence of the Contractor or its officers, agents, representatives, assigns or subcontractors. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Certificate of Insurance/Endorsements: Insurance must be placed with an insurer with a Best's rating of no less than A-. This insurance must be maintained for the duration of the contract. The City must receive all required certificates and endorsements within 10 days from the date of the Notice of Award before a contract will be issued. Work may not commence until a contract is in place. The Contractor must notify the City immediately, and no less than 30 days, of any material change in insurance coverage, such as changes in limits, coverage, change in status of policy, etc. The City reserves the right to require complete copies of insurance policies at all times.

Proof of Insurance Coverage: The contractor shall provide the City of Dexter, Michigan, at the time contracts are returned for execution, certificates and policies listed below:

- A. Certificate of Insurance for Worker's Compensation Insurance;
- B. Certificate of Insurance for Commercial Liability Insurance;
- C. Certificate of Insurance for Automobile Liability Insurance;
- D. Original Policy, or Original Binder pending insurance policy, or Owner's & Contractor's Protective Liability Insurance;
- E. If so requested, certified copies of all policies mentioned above will be furnished.

Hold Harmless: (Page HHA-1) of this contract shall be executed by the contractor and submitted no later than 10 days following the Notice of Award and acceptance of the contract.

2015 PAVEMENT MARKINGS - PROJECT SCOPE

Project Location:

City of Dexter

Permitted Activity:

Placement of Pavement Markings as Outlined in the Attached Listing

Contractor Requirements:

Contractors bidding must be qualified to complete the work as proposed.

City Staff will perform the inspection of the project.

Scope of Project:

City Council is scheduled to award the bid on April 27, 2015. The work shall be started as soon as possible following this date and must be completed by June 30, 2015.

COMPANY NAME:	
PLEASE PROVIDE THE COMPANIES/SUPERVISORS QUALIFICATIONS AND EXPERIENCE PERFORMING SUCH WORK. MUNICIPAL REFERENCES ARE REQUIRED:	
IDENTIFY MEMBERSHIP IN RELEVANT PROFESSIONAL ORGANIZATIONS:	
LIST BID CONTINGENCIES/CONDITIONS/DEVIATIONS:	
TOTAL BID PRICE (unit price sheet must also be completed and attached):	
START DATE:	END DATE:
TERMS:	
<i>BID MUST BE FIRM IN ACCORDANCE WITH PLANNED SCHEDULE</i>	F.O.B CITY OF DEXTER

HOLD HARMLESS AGREEMENT

"To the fullest extent permitted by law, _____, agrees to defend, pay in behalf of, indemnify, and hold harmless the City of Dexter, its elected and appointed officials, employees and volunteers and others working for or in behalf of the City of Dexter, 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 Dexter, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Dexter, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this Contract."

Signature

Date

Company Name:			
Description	Length	Unit	Price
Street - Center Lines - Skip Yellow	2,600	Lf.	
Street – Center Lines - Solid White	20,000	Lf.	
Street - Center Lines – Solid Yellow	46,000	Lf.	
Parking Lots – 4” White	12,700	Lf.	
Parking Lots – 4” Yellow	1,100	Lf.	
Parking Lots – 4” Blue	1,200	Lf.	
Parking Lots - Handicap Stencils	20	Each	
Parking Lots – Convert 2 handicap spots into 3 regular parking spots	1	Each	
Crosswalks - White - 24"	1,800	Lf.	
Crosswalks - White - 12"	800	Lf.	
Crosswalks - White - 6"	3,500	Lf.	
Crosswalks - 24” Stop Bar	1300	Lf.	
Stencils – “Only”	23	Each	
Stencils – Left Arrow	15	Each	
Stencils – Right Arrow	11	Each	
Stencils – Thru Arrow	5	Each	
Stencils – Railroad	5	Each	
Stencils – “STOP”	5	Each	
Stencils “SCHOOL”	8	Each	
*Please note that all quantities are estimates and actual quantities shall be approved by the City of Dexter.			
Total Price:			