

City of Gladstone

1100 Delta Avenue
P.O. Box 32
Gladstone, MI 49837
Phone: 906-428-2311
Fax: 906-428-3122

Electric Department Street Light Upgrade Project Request for Bids

Issue Date: May 17, 2016

Bid Opening Date: June 21, 2016 at 10 a.m.

Mailing Instructions: Return before date and time above. Mark envelope – Quotation –Electric Department Street Light Upgrade Project and date and time of bid opening. Bid opening will occur at the City of Gladstone City Hall.

Department Contact: Mark Polega, Electric and DPW Director, (906) 428-1701 or mpolega@gladstonemi.org

If your quotation is not returned and completed on this form it may be rejected.

The undersigned having become thoroughly familiar with and understanding all of the bid/contract documents incorporated herein, agrees to provide LED light fixtures as specified herein:

The City of Gladstone’s Electric Department is seeking a price and per unit quotation to purchase LED streetlight fixtures not to exceed \$30,000.

Please note that all bidders will have to submit a working sample of the light fixture product they are proposing. The City of Gladstone Electric Department will set up samples to help determine the best product to select. The City of Gladstone will return all unsuccessful bidders light fixtures at its own expense.

All bids are due no later than June 21, 2016. Notification of bid award will be no later than July 19, 2016. The fixtures are to be delivered to the Gladstone Electric Department building no later than August 31, 2016.

The City of Gladstone retains the right to accept or reject any or all bids in the best interest of the City of Gladstone.

Total Delivered Fixture Units: _____

Per Delivered Unit Price: \$ _____

Total Delivered Price (not to exceed \$30,000): \$ _____

If awarded the contract and after receipt of Notice to Proceed from the City of Gladstone, the undersigned agrees to deliver fixtures no later than December 1, 2015. The Electric Department reserves the right to cancel the contract if the fixtures are not per contract requirements outlined within this document.

Bidder/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____ _____ _____ _____

Dated: _____ _____ _____ _____

Bidder shall provide all of the information as requested herein with their bid. **Failure to do so and/or failure to provide post-bid requested information may be cause for rejecting the bid as non-responsive.**

Contact person for order releases shall be:

Name: _____ Phone: _____

This contract shall be governed by the laws of the State of Michigan.

Bidders Questionnaire

Please answer the following questions completely. You may attach additional pages as needed.

Firm Name: _____

Established: Year _____

Type of organization:

Individual: _____

Partnership: _____

Corporation: _____

Other: _____

Former firm name(s) if any, and year(s) in business:

Home office, business address and telephone number:

Personnel of firm who will be assigned to this project:

Name and Title	Specialty	Years' Experience
_____	_____	_____
_____	_____	_____
_____	_____	_____

List References:

- 1) Company Name: _____
Address: _____ Phone: _____
Contact: _____
Type of work or contract: _____
- 2) Company Name: _____
Address: _____ Phone: _____
Contact: _____
Type of work or contract: _____
- 3) Company Name: _____
Address: _____ Phone: _____
Contact: _____
Type of work or contract: _____

Instructions to Bidders

- 1) **Examination of Bid Document** – Before submitting a quote, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The bidder shall indicate in the bid the sum to cover the cost of all items included on the bid form.
- 2) **Preparation of Quote** – The quote shall be legibly prepared in ink or typed. If a unit price or extension already entered by the bidder on the Bid and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the bidder with ink. The bid shall be legally signed and the complete address of the bidder given thereon.
- 3) **Explanation to Bidders** – Any binding explanation desired by the bidder regarding the meaning or interpretation of the Request for Quote (RFQ) and attachments must be requested in writing, and with sufficient time allowed for a reply to reach all prospective bidders before the submission of their quote. Any information given to prospective bidders concerning the quote

will be furnished to all prospective bidders as an amendment or addendum. Receipt of amendments or addenda by a bidder must be acknowledged in the bid by attachment, or by letter or fax received before the time set for bid opening.

- 4) **Cash Discounts** – Discount offered for payment of less than thirty (30) days will not be considered in evaluating bids for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of bid.
- 5) **Withdrawal of Quotes** – Quotes may be withdrawn in person by a bidder or authorized representative, provided their identity is made known and a receipt is signed for the quote, but only if the withdrawal is made prior to the exact time set for receipt of quotes. No bid may be withdrawn for at least ninety (90) days after bid opening.
- 6) **Late Quotes** – Any quote received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider quotes that have been determined by the City to be received late due to mishandling by the City after receipt of the quote and no award has been made.)
- 7) **Unit Prices** – If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

The firm's identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this proposal document.

Signed: _____ Name: _____

Title: _____ Date: _____

Firm Name: _____

Address: _____

Phone: _____ Fax: _____

Email Address: _____

For City Use Only – Do Not Write Below

Specifications and General Requirements

Intent/Product

Bids are to include the number of LED street light fixtures up to, but not exceed a purchase price of \$30,000. Bids must also include manufacturer specification sheets indicating model number and manufacturer warranty. Specifications for the proposed LED fixtures are as follows:

- DesignLights™ Consortium Qualified. Refer to www.designlights.org for approved fixtures. Fixture must qualify for Michigan Efficiency United incentive program.
- Suitable replacement for a 150 high pressure sodium cobra head style fixture installed roadside at approximately 28 feet above grade.
- Gray fixture color with tool-less entry.
- 60,000 hour L90
- Approximate 8,000 lumen output desired.
- 4000 K CCT output with minimum 70 CRI
- 10 kV surge module
- Three or Seven pin photo receptacle.
- Type III light distribution.
- Universal voltage (120-277 V).
- Minimum 10 year warranty.
- Dark-sky compliant fixtures are preferred.

The first phase of this project utilized Cooper XNV 700mA 76 Watt fixtures. To date these fixtures' have performed to the City of Gladstone's satisfaction. In any event, the specifications above must be met.

Contract Period

The light fixtures will be delivered no later than December 1, 2015.

Pricing

All bid prices shall remain firm for the life of the contract. Pricing must include delivery to the City of Gladstone Electric Department.

Contract Supervision

The project manager, Mark Polega, or designee shall have general supervisory authority over the services/products provided.

Invoicing and Payment

Invoices shall be submitted monthly to the City of Gladstone, P.O. Box 32, Gladstone, MI 49837. Invoice shall be itemized that details the dates and times products were delivered.

Indemnity and Insurance

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan with a rating of A- or better from the A.M. Best Company. All coverage shall be with insurance carriers acceptable to the City of Gladstone and be furnished within ten (10) days of Notice of Award.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all 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 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 and (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 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.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Gladstone, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Gladstone as additional insured, coverage afforded is considered to be primary and any other insurance the City of Gladstone may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Gladstone, its elected and appointed officials, employees, agents and volunteers, and others working on behalf of the City of Gladstone 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 Gladstone, 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.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Gladstone, 1100 Delta Avenue, Gladstone, MI 49837.

Owners' and Contractors' Protective Liability: The Contractor shall procure and maintain during the life of this contract, a separate Owners' and Contractors' Protective Liability Policy with limits of liability of not less than \$1,000,000 per occurrence and aggregate. The Member shall be "Named Insured" on said coverage. A thirty (30) day, ten (10) day for non-payment of premium, Notice of Cancellation shall be endorsed onto this policy.

Proof of Insurance Coverage: The Contractor shall provide the City of Gladstone, at the time that the contracts are returned to the City for execution, a copy of Certificates of Insurance as well as required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested for all coverage as listed above or within 10 days of Notice of Award.

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Gladstone at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

Terms and Conditions

Award of Contract

This contract will be awarded to that responsible bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price and other factors considered. The City reserves the right to accept or reject any or all bids and waive informalities and minor irregularities in bids received. Other factors include, as an example but not limited to, delivery time, conformance to specifications, incidental costs such as demurrage and deposits, etc.

Notification of award will be in writing by the Electric and Public Works Director. Upon notification, the Contractor shall submit to the City all required insurance certificates (if required) and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Electric and Public Works Director will forward to the Contractor a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Contractor.

Unilateral changes in bid prices by the bidder shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with bidders in the event of, but not limited to:

- 1) No bids received;
- 2) A single bid being received; or
- 3) Prices quoted are over budget and/or unreasonable.

Complete Contract

This bid document together with its addenda, amendments, attachments and modifications, when executed, becomes the complete contract between the parties hereto, and no verbal or oral promises or representations made in conjunction with the negotiation of this contract shall be binding on either party.

Subcontractors – Non Assignment

Bidders shall state in writing any and all sub-contractors to be associated with this bid, including the type of work to be performed. The Contractor shall cooperate with the City of Gladstone in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Contractor hereby agrees and understands that the contract resulting from this solicitation shall not be transferred, assigned or sublet without prior written consent of the City of Gladstone.

Taxes

The City of Gladstone is exempt from all federal excise tax and state sales and use taxes. However, depending on the situation, the vendor or contractor may not be exempt from said taxes and the City of Gladstone is making no representation as to any such exemption.

Payments

Unless otherwise specified by the City in this contract, the Contractor will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Finance Department after receipt of an original invoice from the Contractor and approval by the department.

Changes and/or Contract Modifications

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of the contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Contractor and the City.

Laws, Ordinances and Regulations

The Contractor shall keep himself/herself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Contractor and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Right to audit

The City or its designee shall be entitled to audit all of the Contractor's records, and shall be allowed to interview any of the Contractor's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

- 1) Contractor compliance with contract requirements,
- 2) Compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or any of his payees.

Hold Harmless

If the acts or omissions of the Contractor/Vendor or its employees, agents or officers, cause injury to person or property, the Contractor/Vendor shall defend, indemnify and save harmless the City of Gladstone, its agents, officials, and employees against all claims, judgements, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

Default

The City may at any time, by written notice to the Contractor, terminate this contract and the Contractor's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- 1) Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- 2) Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- 3) The unauthorized substitution of articles for those bid and specified.
- 4) Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- 5) Failure to perform in compliance with any provision of the contract.
- 6) **Stand of Performance** – Contractor guarantees the performance of the commodities, goods or services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if this specification calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of Contractor's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, Contractor shall immediately remedy said defective performance in a manner acceptable to the City. Should Contractor fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by Contractor, Contractor shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such goods or services with another Contractor.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Contractor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Contractor from being awarded any future City contracts.

- 7) All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

Independent Contractor

At all times, the Contractor, any of his/her employees, or his/her sub-contractors and their subsequent employees shall be considered independent contractors and not as City employees. The Contractor

shall exercise all supervisory control and general control over all workers' duties, payment of wages to Contractor's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Contractor or his/her employees be entitled to sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

Contract Period, Extension, Cancellation

- 1) The contract shall be in effect for the term stated in the specifications.
- 2) The City may opt to extend this contract upon mutual agreement of both parties. The number of extensions shall be limited to that stated in the specifications.
- 3) The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.
- 4) All contracts, extensions and cost increases are subject to availability of funds and the approval of the City Commission (if required).
- 5) The City reserves the right to cancel the contract due to non-appropriation of funds by the City with thirty (30) days written notice.
- 6) At the end of each twelve (12) month period, starting at the date the contract commenced, either party may terminate the contract without cause by giving sixty (60) days written notice of such intention.
- 7) All notices are in effect commencing with the date of mailing. Written notices may be delivered in person or by First Class mail to the last known address.
- 8) If cancellation is for default of contract due to non-performance, the contract may be canceled at any time.