



INVITATION FOR BID

Furnish: Paving at Franklin Branch Library

Company:

IFB No. IFB-CL-1903
Date of Issue: July 13, 2018
Bid Due Date: August 1, 2018 at 2:00 p.m.

IFB-CL-1903

The Detroit Public Library is requesting sealed bids from qualified bidders to provide Paving of Lot and Surface Areas at Franklin Branch Library, 13651 E. McNichols, Detroit, MI 48205.

Bids are to be addressed and delivered to the Purchasing Department of the Detroit Public Library, in accordance with the bid instructions and all other requirements as referenced in this document. Bids will be received until August 1, 2018 at 2:00 p.m., local time, at which time a representative of the Purchasing Department will publicly read the names of those companies submitting bids. No other public disclosure will be made until after award of contract.

INSTRUCTIONS TO BIDDERS

1. Firms responding to this Invitation for Bid (“IFB”) shall submit their bids in the overall format as outlined in this solicitation.
2. Bidders shall submit **one original and one copy** in a sealed package or envelope listing the following information on the outside:

- **Bid Title:** Paving of Lot and Surface Areas at Franklin Branch Library
- **Bid Number:** IFB-CL-1903
- **Bid Due Date:** August 1, 2018
- **Company’s name and address**

Bid must be signed to be acceptable

3. Bids shall be submitted to:

Detroit Public Library
Purchasing Department
5201 Woodward Avenue
Detroit, MI 48202

No telephone, electronic, or facsimile proposals will be considered.

Please note: The Library is closed to patrons on Monday however, the business offices are open. Access to the building when the main entrances are closed is through the Staff Entrance on Putnam Street.

To facilitate distribution and evaluation, the bids shall be single-sided black and white copies. The response shall include all information specified and required pricing sheets.

4. **Late Bids will not be accepted or considered.** It is the responsibility of the Proposer to ensure that the bid arrives at the Detroit Public Library’s Purchasing Department prior to the date and time indicated. Telephone quotes will not be accepted and bids submitted electronically are not acceptable. Bids must be sent by mail or hand delivered, allowing sufficient delivery time to ensure receipt in the Purchasing Department by the deadline specified. Time and date validation will occur in the Purchasing Department. All bids received after the deadline cannot be accepted and will be returned to the proposer unopened.

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 Detroit Public Library 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 Detroit Public Library 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 that it had no knowledge of the changes, modifications or additions made by the Detroit Public Library to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the Detroit Public Library 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. The Detroit Public Library 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 website 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, www.bidnetdirect.com and obtain an official copy.

6. Bids must be dated and signed by a duly authorized partner or corporate officer, with that person's name and title clearly identified. No bid shall be withdrawn for ninety (90) days from submission deadline unless otherwise stated in the bid document.

7. The Detroit Public Library reserves the right to:
 - Reject any and all bids received as a result of this IFB.
 - Waive or decline to waive any informalities and any irregularities in any bid received.
8. The selected vendor will be required to assume responsibility for all goods and services offered in the bid, whether or not the bidder produces them. Further, the selected vendor shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract.
9. All bids and other materials submitted shall become the property of the Detroit Public Library.
10. All changes in the IFB documents shall be through written addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of the bid.
11. Any questions concerning the submission of bids and/or the specifications shall be submitted, in writing, to:

Christina Ladson
Purchasing Manager
Detroit Public Library
Email: cladson@detroitpubliclibrary.org

GENERAL SCOPE OF WORK

A. General Scope of Work

The Detroit Public Library is seeking a qualified firm to furnish complete services for concrete paving of front sidewalk, side driveways, rear parking lot and parking lot striping.

The Contractor will be responsible for all work, unless specifically excluded, necessary to result in a complete and fully finished project, as follows:

1. Remove all asphalt and grass area to a depth of 10”.
2. Install 4” 21AA crushed concrete base in entire area.

Parking Lot and Side Drives:

1. Install 6” concrete in side drives and parking area. (Approximation of Parking Area is 4,800 sf; Side drives are 2,000 sf).
2. Side drives are to slope away from building going toward the street.
3. Striping of parking lot spaces.
4. Original drive entrance and exit are to remain as is.

Front Sidewalk:

1. Front sidewalk to be saw cut and excavated to 6” depth and replaced with concrete.
2. Front concrete to pitch away from building and not puddle at the junction to the City’s sidewalk (Front sidewalk is approximately 2,000 sf).
3. Score and lightly broom brush and sealed.

Complete clean-up and haul away all debris.

All measurements must be verified by the contractor.

Project Schedule

The Contractor shall submit in writing two copies of a proposed Project Schedule to the Facilities Department within 10 days of the date of the Contract and prior to the start of work on the site.

As a minimum, the proposed Project Schedule shall include the following for *all* work of the project:

- Activity description
- Activity location
- Earliest start date
- Latest completion date

Requirements

The successful bidder will be required to comply with the applicable provisions of federal and state statutes, rules, and regulations dealing with the Prevention of Environmental Pollution and the Preservation of Public Natural Resources that affect the project, said settlement of provision being submitted pursuant to the provisions of Act.

Prices

Excavation, , as specified in the scope of work. Price shall be inclusive of all labor, materials and supplies to complete the outlined services.

Total Bid: _____
(Numerically)

Total Bid: _____
(Written)

Should there be any discrepancies, the written total shall be the accepted amount for this bid.

*Note: The Detroit Public Library is a Government Unit and exempt from State Sales Tax.

Cost Breakdown:

A detailed breakdown of the required work indicating the amount, if any, for each item.

| | |
|------------------------------------|---------|
| Design Specification | \$_____ |
| General Construction | \$_____ |
| Mechanical Construction | \$_____ |
| Asphalt | \$_____ |
| Environmental Remediation/Disposal | \$_____ |
| Site Restoration | \$_____ |

Change Orders

1. The labor rate to be charged on any change orders that may be involved with This project, both adding and deducting will be as follows:

Paving Contractor

Principal \$_____/hr

Architect/Engineer \$_____/hr

Draftsman \$_____/hr

General Contractor

Journeyman carpenter \$_____/hr

Apprentice carpenter \$_____/hr

Laborer \$_____/hr

Electrical Contractor

Journeyman \$_____/hr

Apprentice \$_____/hr

Helper \$_____/hr

Plumbing Contractor

Journeyman \$_____/hr

Apprentice \$_____/hr

Laborer \$_____/hr

Others

Painter \$_____/hr

Contractor Supervision

The successful bidder will submit, in writing, to the Facilities Department Representative, the name and qualifications of its project superintendent or foreman prior to the start of work. The Library has the right to accept or reject any supervisor. The Library also reserves the right to accept or reject any supervision change up to the time of the Library's final acceptance of this project.

Lien Stipulation

It is understood and agreed that this Contract shall be a "Non-Lien" Contract. The Contractor agrees to execute and the Library agrees to file the "Non-Lien Contract Stipulation" no later than 10 days after the Contract date or prior to commencing any work, whichever is sooner. Upon completion of the work, the Contractor shall furnish to the Library a Release of Lien from every person, firm, or corporation under direct Contract with the Contractor doing work or furnishing material for construction of the building and improvements.

B. Mandatory Site Visit

All prospective Bidders (Contractors) shall visit the site and fully examine the existing conditions to be considered for the award of this purchase order. A mandatory walk through is scheduled for:

Monday, July 23, 2018 @ 9:00 a.m.

***Bids will not be considered from companies that did not attend the mandatory inspection of the site. Please ensure that you sign the sign-in sheet prior to leaving the site visit.**

C. References

Each company shall provide evidence of experience, any required licenses, and list of equipment required to provide the requested services (in an attachment). Also, please provide three (3) references for projects of a similar size and scope as that of the Library.

| REFERENCE #1 | |
|---------------------|--|
| COMPANY NAME | |
| CONTACT PERSON | |
| ADDRESS | |
| PHONE NUMBER | |
| EMAIL | |
| YEARS OF EXPERIENCE | |

| REFERENCE #2 | |
|------------------|--|
| COMPANY NAME | |
| CONTACT PERSON | |
| ADDRESS | |
| PHONE NUMBER | |
| EMAIL ADDRESS | |
| YEARS OF SERVICE | |

| REFERENCE #3 | |
|------------------|--|
| COMPANY NAME | |
| CONTACT PERSON | |
| ADDRESS | |
| PHONE NUMBER | |
| EMAIL ADDRESS | |
| YEARS OF SERVICE | |

D. Award

The Detroit Public Library anticipates one award of the contract.

The Detroit Public Library 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.

E. Job-Site Conditions

The Contractor is responsible for scheduling the work and providing protection of the property and equipment in such a manner as to minimize damage to the building. The Contractor must clean up all debris daily.

F. Site clean-up

The Contractor is responsible for and will remove all his material and have dumpster on site during the proposed work schedule. The site must be policed and the dumpster must be removed from the site the day after the completion of the project.

G. Protection of Work, Persons and Property

During performance and up to date of final acceptance, the contractor shall be under absolute obligation to protect the Library's buildings, grounds, and adjacent properties against any damage, loss or injury. The contractor shall take all reasonable precautions to protect the persons and property of the Library from damage, loss or injury during performance under this contract.

H. Performance Bond, Labor and Material Payment Bonds

The successful proposer shall furnish a corporate surety bond in an amount equal to 100% of the Contract payment amount, as security for the faithful performance of the Contract.

Additionally, the successful proposer shall furnish a separate payment bond corporate surety bond in an amount equal to 100% of the Contract amount, as security for the payment of all persons performing labor and furnishing materials in connection with the work of the Contract.

The successful bidder shall, within 10 days after requested to do so by the Library, and before commencing any work at the site, furnish the above bonds and any insurance certificate required. The Contract for the work is expressly conditioned upon receipt by the Library of such bonds and insurance certificates. Each such bond shall be in the appropriate form and in accordance with local law. Each bond shall be included in the Contract documents and shall bear a date the same as or subsequent to the date of the Contract.

APPENDIX A

Certificate of Insurance

The Detroit Public Library has specific certificate of insurance requirements. The Contractor shall maintain at its expense during the term of this contract, the following insurance:

- A. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee.
 - B. Commercial General Liability insurance with a combined single limits of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
 - C. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by supplier's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
- II. If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the Detroit Public Library, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the contractor's expense, under valid and enforceable policies.
- III. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the Detroit Public Library. The Commercial General Liability insurance policy shall name the Detroit Public Library as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Business Office, Purchasing Department, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates.

APPENDIX B
NON-COLLUSION AFFIDAVIT

IFB Number: _____ Description: _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors, and Officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

1. The price(s) and the amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of the bid, and either the approximate price(s) or the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

SIGNATURE OF PERSON SUBMITTING BID

BID NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20__ in and for _____ County.

My commission expires: _____

Statement of No Proposal

Note: If you do not intend to submit a proposal on this commodity or service, please return this form immediately.

The Purchasing Department of the Detroit Public Library wishes to keep its vendors' list file up-to-date. If, for any reason, you cannot supply the commodity/service noted on the attached solicitation, please complete this form and return to: Detroit Public Library, Purchasing Department at 5201 Woodward Avenue, Detroit, Michigan, 48202, to remain on the particular vendor list for future projects of this type.

PLEASE COMPLETE AND RETURN

We the undersigned have declined to submit on this proposal for the following reasons:

- ☐ Specifications to "tight" i.e. geared toward one brand or service (explain below).
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet specifications.
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time to respond to RFP/IFB.
- ☐ We were unable to meet bond requirements.
- ☐ We were unable to meet insurance requirements.
- ☐ We are not able to offer this product or service.
- ☐ Please remove us from your vendor list (explain why below).
- ☐ Other (specify below).

Remarks:

Signed: _____ Title: _____

Firm: _____

Address _____
(Street) (City) (State) (Zip)

Phone: (____) _____ Fax: (____) _____

SIGNATURE PAGE

Prices quoted shall remain firm for 90 days or bid award whichever comes first, except the successful bidder(s), whose prices shall remain firm for the entire period of performance.

NOTE: The undersigned has checked the bid figures carefully 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.

COMPANY NAME: _____

ADDRESS: _____

_____ *City* *State* *Zip*

TAX ID: _____

TELEPHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

E-MAIL ADDRESS: _____

PAYMENT TERMS: _____

WARRANTY: _____

ACKNOWLEDGEMENT:

I, _____, certify that I have read the INSTRUCTION TO BIDDERS and that the bid proposal documents contained herein were obtained directly from the Detroit Public Library or MITN website, www.bidnetdirect.com, and is an official copy of the Authorized Version.

COMPANY REPRESENTATIVE'S NAME:

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

(Signature) (Date)