



## **CITY OF DEARBORN**

**Abdullah H. Hammoud, Mayor**

### **INVITATION TO BID FOR Architectural and Engineering Services for Emergency Generator Replacements at City Housing Buildings ITB #161219**

Issue Date: December 29th, 2025

Site Visit: **Thursday January 22, 2026 at 11:00 a.m. Local Time  
O'Reilly Manor, 22077 Beech, Dearborn MI 48124**

Pre-bid Question Deadline: January 27th, 2026 by 12:00 p.m.  
(Submitted by email only)

Bid Deadline: February 11<sup>th</sup>, 2026 at 3:00 p.m. Local Time

Purchasing Contact: Mark Rozinsky, Purchasing Manager  
[mrozinsky@dearborn.gov](mailto:mrozinsky@dearborn.gov)

**DESCRIPTION:** Bids are being solicited for Architectural and Engineering Services for the replacement/upgrade of emergency generators at O'Reilly Manor and Sareini Manor senior apartment buildings.

This solicitation, along with all attachments may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at [www.mitn.info](http://www.mitn.info). Any and all Addenda issued by the City of Dearborn must be viewed or downloaded from the above listed website. Award results shall also be posted on the MITN website.

**Bids must be uploaded to the MITN website by the due date and time specified above. Late bids will not be accepted by the system.**

**NO HARD COPIES ARE TO BE SUBMITTED**

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## **ITB INSTRUCTIONS**

- 1) **BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Respondents are advised to rely only upon the contents of this ITB and accompanying documents and any written clarifications or addenda issued by the City of Dearborn Purchasing Division. If a Respondent finds a discrepancy, error, or omission in the ITB package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this ITB, so that written clarification may be sent to all prospective Respondents. **THE CITY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.**
  - a) All questions must be submitted in writing to the Purchasing contact before the Pre-Bid Question Deadline indicated on the front of this document.
  - b) No communication is permitted between Respondents and other City Departments or Divisions prior to the award of the bid unless sanctioned by the Purchasing Division.
- 2) **PRE-BID MEETING:** A pre-bid meeting concerning this ITB may be held. If so, the date, time and location will be indicated on the cover of this ITB. Staff will be available at this meeting to answer questions about this ITB.
- 3) **ITB MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this ITB at the discretion of the City. Any and all Addenda issued by the City will be posted as noted on the Cover Page of this document. It is the responsibility of the Respondent to obtain the available Addenda and acknowledge Addenda on the Bid Form of this ITB. Failure to acknowledge Addenda may result in your bid being deemed non-responsive and rejected without any further evaluation. If any changes are made to this ITB document by any party other than the City, the original ITB document and associated Addenda in the City's files shall take precedence.
- 4) **BID SUBMISSION:**
  - a) The Respondent must include the following items or the bid may be deemed non-responsive:
    - a) All forms contained in this ITB, fully completed
    - b) Evidence that Minimum Qualifications listed in the Specifications/Scope of Work are met.
  - b) Bids must be electronically uploaded to the MITN ([www.mitn.info](http://www.mitn.info)) website by the due date and time. Allow sufficient time to go through the uploading process. Submit a single file, in PDF, with a size limitation of 20MB. If the file size exceeds 20 MB, please upload in 20 MB increments. For assistance on how to upload, contact MITN directly at (800) 677-1997. The MITN system will not allow for late submittals and a submittal must be completed before the due date and time. This responsibility rests entirely with the Respondent, regardless of delays resulting from the uploading process.
  - c) Submission of a bid establishes a conclusive presumption that the Respondent is thoroughly familiar with the Request for Bid (ITB), and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein. Businesses that have done work for the City of Dearborn are not exempt from submitting required documents or meeting other requirements listed in this ITB.
  - d) All prices and notations must be filled in. If not offering on a line item, you must write in "N/A" or "No Offer." Mistakes may be crossed out and corrections must be initialed by the person(s) signing the bid.
  - e) All costs incurred in the preparation and presentation of the bid is the Respondent's sole responsibility; no pre-bid costs will be reimbursed to any Respondent. All documentation submitted with the bid will become the property of the City of Dearborn.
  - f) Bids must be held firm for a minimum of 90 days.
- 5) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.
- 6) **PRICING:** In cases where discrepancies are found on the price page when computing the total amount on the price sheet, the unit price shall prevail.
- 7) **DUPLICATE BIDS:** No more than one (1) bid from any Respondent, including its subsidiaries, affiliated companies and franchises will be considered by the City of Dearborn. In the event multiple bids are submitted in violation of this provision, the City will have the right to

determine which bid will be considered, or at its sole option, reject all such multiple bids.

- 8) ADDITIONAL PAST PERFORMANCE & ADDITIONAL INVESTIGATIONS:** The City of Dearborn reserves the right to make additional investigations into a Bidder and may consider the past performance of the Bidder on other contracts with the City or other entities when making an award decision.
- 9) REJECTION:** The City of Dearborn reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Purchasing Agent that the best interest of the City of Dearborn will be served by doing so. If all Bids are rejected by the City of Dearborn, notice will be posted on the Michigan Intergovernmental Trade Network (MITN) website as noted on the Cover Page of this document. No Bid will be considered from any person, firm or corporation in arrears or in default to the City of Dearborn on any contract, debt, or other obligation, or if the Respondent is debarred by the City of Dearborn from consideration for a contract award, or if Respondent has committed a violation of the City of Dearborn's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this document.
- 10) PROCUREMENT POLICY:** Procurement for the City of Dearborn will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Dearborn.
- 11) BID SIGNATURES:** Bids must be signed by an authorized official of the Respondent. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the City of Dearborn if the Respondent is determined to be the most responsive and responsible Respondent. The resulting contract is not binding until fully executed by both parties should the contract require Council approval.
- 12) CONTRACT AWARD:** The City of Dearborn reserves the right to award by item, group or total to the lowest responsive, responsible Respondent. The apparent successful Respondent will be notified at the earliest possible date of the recommendation to award a contract. Award decisions may be subject to approval by the City Council, Mayor, and Corporation Counsel and the resulting contract is not binding until the contract has been fully executed.
- 13) NO-BID RESPONSE:** For those businesses that receive this ITB and do not submit a bid, it would help the City if a notice of why you have chosen not to bid is submitted.
- 14) FOIA REQUIREMENTS:** Bids are subject to public disclosure after the bid deadline in accordance with State law.
- 15) PREFERENCE:** When sealed bids are received, under Sec. 2-568 of the City's Code of Ordinances, the following shall apply:
  - a) The person or business submitting the lowest responsive and responsible bid, according to the requirements of the bidding documents, shall be deemed the lowest bidder. If the lowest bidder is not a Dearborn-based business, any Dearborn-based business with a bid within 5% of the lowest bid shall be deemed the lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder. A lowered bid by a Dearborn-based business, which is premised upon, in whole or in part, changes to or variances to the bid specifications, contract requirements, or scope of work, shall be considered non-responsive and will not be considered. Dearborn-based business means the physical and economic relationship to the City, as determined by a verifiable business address (not a PO Box), is within the corporate boundaries of the City, and the payment of City personal property taxes for not less than one year immediately prior to the date of the bid submittal.
  - b) If such a Dearborn-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Dearborn-based business with a bid within 5% of the lowest bid shall be deemed lowest bidder if it agrees to reduce its bid to match the bid of the lowest bidder.
  - c) If no responsive and responsible Dearborn-based business within 5% of the lowest bid agrees to reduce its bid, then the contract shall be awarded to the person or business with the lowest responsive and responsible bid.
  - d) No contract awarded pursuant to this section shall be sublet in any matter that permits 50% or more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of Dearborn-based.

- e) In no event shall a Dearborn-based business be awarded a contract if the business is not current on real and personal property taxes owed to the City.
- 16) USE OF THE CITY SEAL:** Contractors are prohibited from using the official Seal of the City of Dearborn in this bid or in any other manner.

## **SPECIFICATIONS/SCOPE OF WORK**

- 1) **INTRODUCTION:** Through this ITB, the City hereby invites the qualified firms to provide services as outlined below for the replacement/upgrade of existing 100KVA natural gas emergency generator units at Susan Sareini Manor and John B. O'Reilly Manor.
- 2) **MINIMUM QUALIFICATIONS:** Respondents will be deemed non-responsive and rejected without any further evaluation if they, as a business, do not meet the following qualifications:
- Respondents must have five years of experience providing the services specified herein
  - Respondents must have successfully completed five projects similar to the size and scope specified herein in the past five year.
  - Proof of experience shall be provided in the form of references
- 3) **GENERAL INFORMATION:** The City requires a qualified architecture & engineering firm provide professional services as outlined below for the replacement/upgrade of existing 100KVA natural gas emergency generator units at Susan Sareini Manor and John B. O'Reilly Manor (previously Hubbard East and Hubbard West). Perform calculations to properly size replacement units for increased capacity to power building/equipment as requested in two upgrade options below. The professional services shall include conceptual development, redesign (feasibility), schematic design, design development, construction documents, bidding, and construction contract administration. The contracted firm will provide support as required to assist in the progress of the above-cited project to satisfactory completion. Bid to include all necessary development, redesign, and construction documents required for bids, as well as construction contract administration assistance to complete the above-designated project.

Provide upgrades to include two options:

A. Replace the current generator with an equivalent generator.

B. Upgrade the capacity of a new generator and any additional required equipment to power the complete first floor and mechanicals.

- 4) **SCOPE OF WORK:** The scope of work for the assigned project above requiring Architecture and Engineer (A&E) services shall include, but not be limited to, the following major areas:
- a) Review existing emergency generator at both locations as specified and their equipment; suggest and design replacement equipment and components with an emphasis on options listed above in Section 3.
  - b) Prepare necessary signed and sealed drawings and specifications to be used by general contractors in bidding (solicitation will be run by the City's Purchasing Division) and installing the various mechanical, electrical, and plumbing components.
  - c) Assist in the review, installation oversight, and final commissioning and performance evaluations of the new equipment, and the researching and applying for any grants, rebates, or qualified special financing.
  - d) It is the intention of this bid to procure full construction documents prior to the bidding process and NOT utilize the "Design Build" method of construction.
  - e) Provide bid of firm's understanding of proposed project with fee structure, estimate of construction cost and estimated completion timeline.
  - f) Collect and research information on each assigned project.
  - g) Inspect the physical project site.
  - h) Prepare specifications on assigned project to be submitted to City's project manager for review and concurrence.
  - i) Consult with designated City personnel and incorporate specification changes as are necessary
  - j) Attend meetings and provide technical information as required to complete approved jobs expeditiously and within budget.
  - k) Attend pre-bid, pre-contract, construction management and construction site meetings as required.

- l) Provide technical assistance as warranted from bidding through construction periods.
- m) Assist in bid reviews and provide contract award recommendation.
- n) Monitor project construction for adherence to specifications and timeliness.
- o) Review and process contractor pay applications throughout job.
- p) Complete final inspections and provide all drawings and documents as specified.

Responsibility of the A&E Firm:

- i. The A&E Firm shall be responsible for the professional quality, technical accuracy, and the coordination of all design disciplines, construction documents, specifications and other services furnished by the A&E Firm's state-licensed engineer or architect under this Agreement. The A&E Firm shall, without additional compensation, correct or revise any errors, omissions, or deficiencies in its designs, construction documents, specifications and other services.
- ii. Neither the City of Dearborn's review, approval or acceptance of, nor payment for, any of the Services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the A&E Firm shall be and remain liable to the City of Dearborn in accordance with applicable law for all damages to the City of Dearborn caused by A&E Firm's negligent performance of any of the Services furnished under this Agreement.
- iii. The A&E Firm will be responsible to verify all existing conditions within the project site including but not limited to: underground utilities, existing buildings or structures, pavement condition, hazardous materials, storm water drainage, and soil conditions. A&E Firm's verification must include horizontal and vertical locations of the existing conditions.
- iv. The A&E Firm shall work in conjunction with other project members including but not limited to: the City of Dearborn and its Departments, sub-consultants, General Contractors, specialty A&E Firms, if any, hired by the City of Dearborn as part of the project under this Agreement, the state and local governmental agencies. The A&E Firm acknowledges the City of Dearborn is relying on the A&E Firm's special skill and expertise in projects of the type herein. The A&E Firm represents to the City of Dearborn that the A&E Firm's services will be performed as expeditiously as is consistent with the standard of care and the orderly progress of the Project.
- v. Develop and prepare cost estimates to ensure the project costs will be within the established construction budget.
- vi. Conduct design review conferences to obtain City of Dearborn design comments and resolve design matters.
- vii. Prepare detailed drawings and specifications for all work associated with the projects in compliance with current City and related design standards, as well as incorporating other applicable codes, rules, regulations, and laws as required.
- viii. Prepare detailed cost estimates at each aspect of detailed design.
- ix. Provide re-design services pending value engineering analysis performed by the City of Dearborn.
- x. Prepare the bid document including scope of work, specifications, minimum qualifications, terms and conditions, instructions, and other boilerplate language found in the City's Bid template and/or AIA documents. Participate in elements of the bidding process including but not limited to:
  - Prepare required addenda to address all contractor questions;
  - Evaluate bid unit rates and extended costs for all bid items.
  - Evaluate all Construction bid submittals for responsiveness and completeness.
  - Evaluate voluntary alternates and exceptions to the technical specifications.
  - Prepare recommendations for the award of the construction contracts.
  - Incorporate all addenda into drawings issued for construction.
  - Assist in other bidding phase efforts and tasks as required.
  - Conduct pre-bid meetings.

- xi. A&E Firm shall be required to defer to the City of Dearborn's Purchasing Manager (or designee) for any and all direction and approvals for any work during the competitive solicitation phase. The Purchasing Manager shall have the final authority in any matter pertaining to work done in the during this process. Except as otherwise directed by the City's Purchasing Manager, the A&E firm shall serve as the sole point of contact between bidders and the City, acting as an agent on behalf of the City of Dearborn.
- xii. The City of Dearborn Purchasing Manager shall be supplied with (electronic) copies of all solicitation documents (initial bid documents, addenda, bids received, tabulations, plans, emails and correspondence, etc.).
- xiii. Provide consulting services and recommendations to the City of Dearborn and its General Contractor during some phases of project construction.
- xiv. Attend and assist the City of Dearborn at any mandatory on-site meeting, construction meetings and conferences as required.
- xv. Inspect work in progress, document quantities of work completed, and maintain field investigation reports including relevant information associated with the work. Review shop drawings submitted by the Construction Contractor to ensure compliance with the design drawings and specifications. Review requests for information submittals, and any other documents related to construction and design by the General Contractor (GC) to ensure compliance with the design intent as required.
- xvi. Review Contractor change order requests and consult with the City on applicability to the project(s) based on the construction contract terms and conditions.
- xvii. Observe construction, document field progress, inspect differing site conditions, and observe change order work.
- xviii. Review draft pay applications and approve quantities for payment.
- xix. Make inspections at substantial completion and prepare punch lists.
- xx. Review operation and maintenance manuals, and witness start-up of electrical and mechanical systems.
- xxi. Prepare final design reports detailing any and all changes from final design inclusive of cost differences.
- xxii. Prepare final drawings illustrating "as-built" conditions.
- xxiii. Provide corrective action report if the facility does not perform as required to ensure compliance with the project requirements.
- xxiv. Other construction administration phase efforts and tasks as required.
- xxv. Furnish to the City two (2) copies of all "as-built" documents, drawings, and any other finished products associated with the final design.

City of Dearborn's Responsibilities:

Furnish for the use of the A&E firm the City's design standards, specifications, and such other general design parameters and coordination information as may be available.

Review submittals by the A&E firm and provide direction in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of services.

Furnish to the A&E firm available information that identifies public facilities' layouts, topographical maps, site drawings (showing utilities), etc. The City does not guarantee the accuracy of this information, if available. It will be the A&E firm's responsibility to field-verify all underground utilities where applicable.

Direct the flow of City information to the A&E firm. Review progress of design activities, preparation of solicitation documents, and monitor project progress to completion.

Implement and maintain cost control procedures.



Process A&E firm invoicing. Pay the A&E firm for work completed according to an agreed-upon schedule.

Provide authorization documents (Notice to Proceed, Purchase Order, etc.).

Review and approve all solicitations, help conduct the mandatory (when necessary) pre-solicitation meetings and aid in the award of construction contracts.

### **PROJECT CONSIDERATIONS/REQUIREMENTS:**

1. All projects must be completed within documented timelines, including punch list items, and remain within approved budgets.
2. All work must comply with any applicable local and state building codes. All construction work must comply with standards established by the City's ordinance and all building permits will be considered part of the construction process.
3. Firm(s) or individual(s) selected under this bid will be required to meet with City staff in developing plans, scope of work, and specifications as they pertain to each project.

## **SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS**

- 1) **SUBMISSION REQUIREMENTS:** The entire bid must be uploaded to the MITN website only. Do not submit a hardcopy. Allow sufficient time to upload a single file with a size limitation of 20 MB to the website. If the file size exceeds 20 MB, please upload files in 20 MB increments. The City is not responsible for failure to have the submittal uploaded in a timely manner. The uploaded bids will be read aloud as soon after the bid deadline as possible.
- 2) **CONTRACT TERM:** The contract shall be for a one-time purchase, effective upon full execution of the contract and notice to proceed. After full execution of the contract and notice to proceed, the Contractor must perform the services established herein for the term of the contract.
- 3) **CONTRACT AWARD:** This contract is intended to be awarded by item; however, the City of Dearborn reserves the right to award as a whole, whichever it deems to be in its own best interest.
- 4) **ESTIMATED QUANTITIES:** The quantities shown are estimates only, for the purpose of comparing bids and the City of Dearborn reserves the right to increase or decrease amounts as circumstances may require.
- 5) **ADDITIONAL PURCHASES:** The City of Dearborn reserves the right to make additional related purchases at the bid price, under the ITB/Contract terms and conditions, within 90 calendar days of the Notice of Award.
- 6) **EQUALS:** Bids submitted as alternates, as "equals," or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. If no exceptions are taken, the City of Dearborn will expect and require complete compliance with the brands, specifications and conditions of purchase. The City of Dearborn has the sole right to determine what constitutes an equal.
- 7) **SAMPLES:** The City of Dearborn has the right to request samples from the lowest responsive responsible respondent. The requested samples must be provided within two (2) business days of the request by the City of Dearborn, or the bid will be considered nonresponsive.
- 8) **INSURANCE SUBMISSION REQUIREMENTS:** The successful Bidder/Proposer/Respondent (Contractor) must submit proof to the Purchasing Office that they meet all City of Dearborn insurance requirements prior to receiving an executed contract and/or purchase order. Proof of insurance as stated below will be required no later than five (5) business days of request. An "Intent to Award" letter will serve as the request and will be faxed and/or emailed to the intended Contractor. To expedite the process, a copy of your current coverage may be submitted with your bid/proposal/quote. Prior to expiration dates of any required insurance, Contractor shall be responsible for providing proof of continuing coverage. **Please note: the name of the entity that is awarded the contract must be listed as the named insured on the certificates.**

**INSURANCE REQUIREMENTS:** The Contractor, at its own expense and in its own name, must provide and keep in force during the term of this Agreement the following types of insurance in not less than the amounts indicated below:

- a) **Commercial General Liability Coverage:** Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate. Aggregate limits to be provided per project or per location.

**Additional Insured:** The certificate must contain, as an endorsement, the following language pertaining to the general liability coverage: "The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or

maintained by the City of Dearborn”.

- **Endorsement:** The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.

**b) Workers Compensation Coverage:** At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employer’s Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.

- **Endorsement:** The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.

**c) Automobile Liability Coverage:** If performance of this Contract requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

**d) Cancellation Clause:** Cancellation clause shall state not less than thirty (30) days.

**It is incumbent upon the Contractor to affect all changes (additional insured, Primary/ noncontributory, and waiver of subrogation) indicated above to its insurance policy.**

Insurance must be with an insurance company or companies licensed to conduct business in the State of Michigan that has an A.M. Best Company rating of A-, VII or better and is satisfactory to the City of Dearborn.

The demanded coverage that is to be afforded by the Contractor shall be primary and non-contributory in relationship to any and all insurance or self-administered SIR maintained and/or controlled by the City of Dearborn and its budgeted subdivisions.

The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Any contractors and/or subcontractors utilized by the awarded vendor must also comply with all of the City’s insurance requirements. The awarded vendor is solely responsible for ensuring that all contractors and/or subcontractors comply with the City’s insurance requirements.

## **STANDARD TERMS AND CONDITIONS OF AGREEMENT**

- 1) **Assignment/Transfer:** Assignment or transfer of the resulting contract without written consent of the City of Dearborn (Purchaser) may be construed by the Purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
- 2) **Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Contractor's (Seller's) plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
- 3) **FOB and Risk of Loss:** All items must be FOB Destination and all freight charges must be included in the Bid unless otherwise indicated in this document regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 4) **Payment Terms:** Payment will be 2%/10, Net 30 unless otherwise specified by the City.
- 5) **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 6) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 7) **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO. Invoices may be emailed to Facilities Supervisor, Brent Lakin at blakin@dearborn.gov.
- 8) **IRS Form W-9:** Seller must have on file with the City an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 9) **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State, or City of Dearborn laws, rules, regulations, resolutions, and ordinances, including but not limited to, the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act, and the Occupational Safety and Health Acts.
- 10) **Iran Economic Sanctions Act:** Further, Contractor certifies it is in compliance with in the State of Michigan's Iran Economic Sanctions Act and is not an Iran linked business. By signing this document, I certify and agree on behalf of myself and the company submitting this bid/proposal the following:
  - (1) that I am duly authorized to legally bind the company submitting this bid; and
  - (2) that the company submitting this bid is not an "Iran-linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and
  - (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.
- 11) **Amendments:** No amendment, modification, or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 12) **Termination:** When in the City's best interest, the City may unilaterally cancel this agreement at any time, whether or not the Contractor is in default of any of its obligations hereunder. Under any

such cancellation, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City agrees that the Contractor shall be paid for items and/or services already accepted by City, but in no event shall the City of Dearborn be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.

- 13) Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 14) Records and Right to Audit:** Whenever the City enters into any type of contractual arrangement including, but not limited to, lump sum contracts (i.e. fixed price or stipulated sum contracts), unit price, cost plus, or time & material contracts with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction at and during Contractor's during normal business working hours. The City's representative or an outside representative engaged by City may perform such audits. The City or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment or longer if required by law.
- a) Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including bids of successful and unsuccessful respondents, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the City in connection with rite contractor's dealings with the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of: a) contractor compliance with contract requirements, b) compliance with Housing Department Policy, the City's Charter and policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the contractor or his payees.
  - b) Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will cancel Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials and data.
  - c) The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
  - d) If an audit inspection or examination in accordance with this Article, discloses overpricing or overcharges (of any nature) by the contractor to the City in excess of one-half of one percent (.5%) of the total contract billings the reasonable actual cost of the City audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the contractor's invoices and/or records

shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to Contractor.

- 15) Complete Agreement:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 16) Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the City of Dearborn, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City is solely at fault.  
The City is mindful that this demand for indemnity is more extensive than the corresponding liability coverage that the insurance industry may afford to satisfy this indemnification request.
- 17) Records:** The City reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
- 18) Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage with limits not less than indicated in the Special Instructions, Terms and Conditions for as otherwise agreed.
- 19) Non-compliance:** Failure to deliver in accordance with specifications will be cause for the City to cancel the resulting contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.
- 20) Protection of Resident Workers:** The City of Dearborn support's the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The City shall have the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 21) Non-Discrimination Clause:** The respondent agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The respondent further agrees to require similar provisions from any subcontractors, or suppliers.
- 22) Subcontracting:** The use of a subcontractor is subject to the approval of the City.
- 23) Use of the City Seal: Contractors are prohibited from using the official Seal of the City of Dearborn in this bid or in any other manner.**
- 24) Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.

## REQUIRED FORMS

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## **BID FORM**

**Failure to complete this form may result in your Bid being deemed non-responsive and rejected without any further evaluation**

### **OFFER**

#### **TO: CITY OF DEARBORN:**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Bids.

#### **ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer and Acceptance, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s):\_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms. **\*\*FAILURE TO COMPLETE THIS SECTION WILL RESULT IN THE DISQUALIFICATION OF THE SUBMISSION\*\***

#### **OBLIGATION:**

The undersigned, by submission of this Bid Form, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City of Dearborn, for the term as stated herein, and to enter into an Agreement with the City of Dearborn, in accordance with the Conditions, Scope and Terms, together with any written addendum as specified above (collectively referred to as the "Form of Agreement").

#### **COMPLIANCE:**

By submitting this Bid Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable provisions of the City of Dearborn's Charter, and 2) if awarded a contract to provide the Construction, Goods or Services required in the ITB, the Respondent will comply with the City of Dearborn's Charter and Code of Ordinances. These documents can be found on the City of Dearborn's website on the City Clerk's page.

#### **NONCOLLUSION:**

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.



## **BID FORM (Cont.)**

The undersigned agrees to abide by the pricing contained on the Bid Price Form. I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

\_\_\_\_\_  
Company Name

For clarification of this offer, contact:

\_\_\_\_\_  
Address

Name: \_\_\_\_\_

\_\_\_\_\_  
City State Zip

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature of Person Authorized to Sign

Fax: \_\_\_\_\_

\_\_\_\_\_  
Printed Name

Email: \_\_\_\_\_

\_\_\_\_\_  
Title

Accounting Contact person: \_\_\_\_\_

\_\_\_\_\_  
Date

Phone: \_\_\_\_\_ Fax \_\_\_\_\_

### **ACCEPTANCE OF OFFER:**

(TO BE COMPLETED BY THE CITY OF DEARBORN)

The offer is hereby accepted for the purchase of Architectural and Engineering Services for Generator Replacement at O'Reilly Manor and Sareini Manor with a not to exceed value of: \$\_\_\_\_\_.

The Contractor is now bound to sell the materials or services listed in this ITB, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the City of Dearborn. Resolution #\_\_\_\_\_ Dated\_\_\_\_\_.

This contract shall henceforth be referred to as Architectural and Engineering Services for Generator Replacement at O'Reilly Manor and Sareini Manor. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until receiving a purchase order and/or a written notice to proceed from the City of Dearborn.

**COUNTERSIGNED:**

**APPROVED AS TO FORM BY:**

\_\_\_\_\_  
**Abdullah H. Hammoud, Mayor**

\_\_\_\_\_  
**City Corporation Counsel**

## **EXCEPTIONS AND ALTERNATIVES FORM**

**Failure to complete this form may result in your Bid being deemed non-responsive and rejected without any further evaluation**

Bidders are to comply with all requirements of this solicitation, otherwise the bid may be deemed non-responsive. Exceptions may be considered if they are presented with the bid and if the City of Dearborn determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.

---

☐ No Exceptions Taken

☐ Exceptions Taken – See attached\*

*\*Please note that if any exceptions are taken, all required information must be submitted as an attachment*

---

In the event the Bidders take exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating:

- a) The specific item or clause for which an exception is requested (citing the page and item number).
  - b) The suggested change to the exception, inclusive of proposed new language if applicable.
  - c) An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.
  - d) For products bid as “equals,” Bidder must include specifications when submitting a bid. Failure to submit specifications may result in your bid being deemed non-responsive and rejected without further evaluation.
- 

*Except as indicated above, Respondent is in complete agreement with this entire ITB including all of the terms, conditions, and business arrangements described herein.*

By \_\_\_\_\_  
(Authorized Signature) Date

\_\_\_\_\_  
(Title)

## **BID PRICE FORM**

Provide Professional Architectural/Engineering Services as specified in the Scope of work for Architectural and Engineering Services for Generator Replacement at O'Reilly Manor and Sareini Manor.

### **Not to Exceed Price for Above-Described Services:**

<b>Task Description</b>	<b>Cost</b>
Assessment & Evaluation	\$
Design & Specifications	\$
Construction Administration	\$
<b>Total</b>	\$

- a. **Detailed Cost Breakdown:** Bidders must provide a comprehensive breakdown of costs corresponding to each phase of the project.

If additional services are required beyond the basic scope, bidder is to separately detail the associated fees. Bidder must provide hourly rates for the principal engineer, electrical engineer, project manager, CAD Technician, etc.

- b. **Reimbursable Expenses:** Any anticipated reimbursable expenses must be explicitly outlined:

<b>Expense Type</b>	<b>Estimated Cost (\$)</b>
Travel	
Printing/Reproduction	
Permit Fees	

**Total Bid Amount: \$\_\_\_\_\_**

---

**\*All pricing shall be FOB destination and include any/all miscellaneous charges\***

A Change Order will be required for additional charges/fees that may arise

## **REFERENCE FORM**

**Failure to complete this form may result in your Bid being deemed non-responsive and rejected without any further evaluation**

**1.** Client Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Client Contact \_\_\_\_\_ Email \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Services performed from and to (dates): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**2.** Client Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Client Contact \_\_\_\_\_ Email \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Services performed from and to (dates): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**3.** Client Name: \_\_\_\_\_ Title: \_\_\_\_\_  
Client Contact \_\_\_\_\_ Email \_\_\_\_\_  
Contact Phone Number: \_\_\_\_\_  
Services performed from and to (dates): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## **BUSINESS INFORMATION QUESTIONNAIRE**

**Failure to complete this form may result in your Bid being deemed non-responsive and rejected without any further evaluation**

NAME OF COMPANY \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**DUNS # AND/OR CCR #** \_\_\_\_\_

FORM OF OWNERSHIP (Check One)

Corporation ( ) LLC ( ) Joint Venture ( )

State \_\_\_\_\_ of \_\_\_\_\_ Incorporation/Registration \_\_\_\_\_ Date \_\_\_\_\_ of

Incorporation/Registration \_\_\_\_\_

Partnership ( ) If Partnership, select one of the following: Limited ( ) or General ( )

Individual ( )

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____

LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

Name	Other Than Bidder Directorship
_____	_____
_____	_____
_____	_____

HAS YOUR COMPANY OPERATED UNDER ANY DIFFERENT NAMES IN THE PAST FIVE (5) YEARS? **YES**  
**/ NO** IF YES, PLEASE IDENTIFY THE NAME(S) UNDERWHICH YOUR COMPANY HAS OPERATED:

\_\_\_\_\_

## **BUSINESS INFORMATION QUESTIONNAIRE (Cont.)**

ADDITIONAL INFORMATION REQUIRED BY THE CITY OF DEARBORN

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name	Address

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving a personal, familial, employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of Dearborn, or with any of its council members or officers.


LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

--

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Company)	
By	
(Signature)	Date
(Title)	
By	
(Signature)	Date
(Title)	

## **SUBCONTRACTOR FORM**

**Failure to complete this form may result in your Bid being deemed non-responsive and rejected without any further evaluation**

**Are there any subcontractors to be utilized under this contract?**

\_\_\_\_ YES - You must complete both pages  
(If you have more than one Subcontractor, make additional copies as-needed)

\_\_\_\_ NO - You must complete only this page

### **ACKNOWLEDGED BY:**

Firm: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_ (Authorized Representative)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

## SUBCONTRACTOR FORM (Cont.)

Prime Contractor \_\_\_\_\_

State relationship, if any, between Prime Contractor and each Subcontractor: \_\_\_\_\_

**NOTE:** Both the Prime Contractor/Consultant and Subcontractor must sign this form appropriately.

**Subcontractor:**\_\_\_\_\_ **Fed Tax ID** \_\_\_\_\_

Address: \_\_\_\_\_ P.O. Box \_\_\_\_\_

City: \_\_\_\_\_ County: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone:( ) Fax:( )

Owners/Partners/Corporate Directors/Principal Stockholders(>5% stockholdings): \_\_\_\_\_

Work to perform: \_\_\_\_\_

Subcontract Amount \$ \_\_\_\_\_ Percent of Contract \_\_\_\_\_ %

**ACKNOWLEDGED BY:**

*I acknowledge that all the above information has been completely filled out and is true.*

SUBCONTRACTOR

Authorized Signature	Name & Title	Date
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*I acknowledge that all the above information has been completely filled out and is true.*

PRIME CONTRACTOR \_\_\_\_\_

Authorized Signature	Name & Title	Date



## **ETHICS IN CONTRACTING FORM**

**Failure to complete this form may result in your Bid being deemed non-responsive and rejected without any further evaluation**

- This form must be completed by a person holding a key position in the business, such as an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the City of Dearborn (City) awards it to your business.
- Please fill out this form to the best of your knowledge and belief.
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 943-2375.
- You are not required to question family members beyond what you already know of their affairs.
- Submit this form with your bid/quote/bid. A copy will be kept on file by the Purchasing Agent.
- If you fail to fully disclose the required information below, the City may terminate your contract if your business is awarded one.
- If you are awarded a contract and changes occur that would impact your responses below, it is your responsibility to update and resubmit this form.

1. Are you a City employee/volunteer or an immediate family member of a City employee? Yes ☐ No ☐

If Yes: Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

2. Without any further inquiry, are you aware if your business has employed a City employee/volunteer or an immediate family member of a City employee within the previous 12 months? Yes ☐ No ☐

If Yes: Name of Employee: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

3. Without any further inquiry, are you aware if your business has discussed hiring a City contract manager or an immediate family member of a City contract manager within the previous 12 months?  
Yes ☐ No ☐

If Yes: Name of Contract Manager: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

4. Do you and a contract manager each have a financial interest in one or more of the same business ventures? Yes ☐ No ☐

If Yes: Name of Contract Manager: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

## **ETHICS IN CONTRACTING FORM (Cont.)**

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name: (Please print):\_\_\_\_\_

Signature: \_\_\_\_\_ Date:\_\_\_\_\_

Company Name: \_\_\_\_\_

Last Four Digits of Company Tax ID #:\_\_\_\_\_

### **ETHICS DEFINITIONS**

**Contract Manager:** An elected or appointed City of Dearborn official or a key employee identified as having significant discretion over City contracts.

**Immediate Family:** Your spouse, children, parents, brothers and sisters.

**Financial Interest:**

- Ownership of any interest or involvement in any relationship, which results in the receipt in \$500 or more per year.
- Holding a key position in a business such as officer, director, trustee, partner, member, shareholder or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.
- Receipt of any financial benefit, whether direct or indirect.