

Instructions to proposers:

- Proposals must be typewritten or clearly printed in ink and signed by a duly-authorized representative of the firm submitting the proposal.
- Proposals must be submitted in sealed envelopes, clearly marked on the outside, "Hillsdale Community Library – Juniors Renovation".
- Proposals will be received by the City Clerk, City Hall, 97 N. Broad Street, Hillsdale, Michigan 49242, at the above required time. All proposals will be date stamped and time marked upon receipt. Proposals may not be faxed or e-mailed.
- No proposal will be accepted after the time designated for the receipt of proposals set forth above. Each bidder shall and will be fully and solely responsible for delivery of the proposal prior to the appointed date and hour designated for the receipt of all proposals, and shall assume the risk of late delivery or non-delivery regardless of the manner the bidder employs for the proposal's delivery or the reason for such late delivery or non-delivery.
- The Hillsdale Community Library reserves the right to reject any and all proposals and to waive any defects or informalities in proposals, to accept the bid that it determines to be the lowest competitive bid from a competent bidder meeting specifications and to negotiate with the bidder or bidders who, in the judgment of the Hillsdale City Manager, are deemed the most advantageous for the public and the City.
- The City of Hillsdale reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the proposal.
- Communications regarding this proposal may be directed to:
Ms. Rebekah Dobski
Library Director
11 E. Bacon St.
Hillsdale, MI 49242
517-437-6472
director@hillsdale-library.org
- Proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record and available for review.

Conditions applicable to proposal:

- Applicable Laws: The Ordinances and Charter of the City of Hillsdale and laws of the State of Michigan concerning competitive bidding, contracts and purchases will be employed.
- The City of Hillsdale hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full opportunity to submit bids to this invitation and will not be discriminated against on grounds of sex, race, color, age, weight, height, marital status, religion or national origin in the consideration for an award.
- This request for proposal does not commit the City of Hillsdale to award a contract, to pay any costs incurred in the preparation of a response to this request, or to procure or contract for services.
- The City is exempt from the payment of any federal excise or any Michigan sales tax (State of Michigan Sales Tax Exemption number: 38-6004621). The price must be net, exclusive of taxes.

Indemnification:

The Contractor shall indemnify and hold harmless the City of Hillsdale, its council members, city manager, directors, employees and agents from and against all liabilities, claims, demands, causes of action of every kind and descriptions, damages, Losses and Litigation Expenses, including but not limited to attorney's fees through appeals, arising out of or resulting from the performance of work in this contract, providing that any such claim, demand, cause of action, damage, Loss or expense (1) is attributable to bodily injury, disease or death, or to injury to or destruction of property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts for any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the contractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

Insurance:

The Contractor shall, at its own expense, provide for the payment of Worker's Compensation benefits to its employees employed on or in connection with the work covered by this RFP, in accordance with applicable laws and statutorily required.

- The Contractor shall, at its own expense, carry and maintain Comprehensive General Public Liability Insurance with minimum limits of Bodily Injury of \$500,000 per person, \$1,000,000 per accident, \$250,000 per occurrence of property damage and \$2,000,000 Excess Liability. Blanket contractor and completed operations coverage shall be included with the same minimums.

- The Contractor shall, at its own expense, carry and maintain Comprehensive Auto Liability with the same limits as for General Public Liability. Liability coverage shall name City of Hillsdale as an additional insured.
- The Contractor shall likewise require its subcontractors, if any, to provide for such benefits and carry and maintain such insurance at no expense to the City.
- Before commencement on the project contemplated herein, and at any time thereafter upon written request by the City, the Contractor shall furnish the City with a copy of certificates of insurance as evidence that policies providing the required coverage's and limits of insurance are in full force and effect.
- All insurance coverage furnished under this Contract, with the exception of Worker's Compensation and Employer's Liability, shall include the City, and employees as additional insured with respect to the activities of the Contractor and its subcontractors. Any certificate or certificates presented as evidence of insurance shall specify the date when such benefits and insurance expire. The Contractor agrees that said benefits and insurance shall be provided and maintained until after the entire work under the Contract has been performed and accepted. The Contractor shall provide the City at least thirty (30) days advance written notice prior to cancellation, termination, or material alteration of said policies of insurance.

Changes and addenda to proposal documents:

Information of change or addendum issued in relation to this document will be on file and available in the Office of the City Clerk. In addition, to the extent possible, copies will be emailed to each vendor registered as having received a set of documents. It shall be the proposer's responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such addenda.

Proposal results:

All proposals submitted in response to this invitation shall become the property of the City of Hillsdale and be a matter of public record available for review. A proposal tabulation will be available for review after the proposal opening.

Anti-Collusion:

Any evidence of agreement or collusion among bidders and/or prospective bidders acting to illegally restrain freedom of competition by agreement to bid fixed prices, or otherwise, will render their offers void.

PROPOSAL:

The undersigned, having familiarized (himself/herself) with the Request for Proposal, the bidder shall examine the scope of work to be completed and shall completely familiarize (himself/herself) with existing conditions to be encountered, the difficulties and limitations involved in completing the project and all other factors affecting the work proposed with this project. The Contractor shall provide all necessary labor, transportation, meals, etc. to perform all the work and furnish all necessary material to complete plans outlined in the proposal.

In submitting this proposal, it is understood and agreed by the undersigned that the right is reserved by the City to reject any or all proposals. It is further understood and agreed by the same undersigned that any qualifying statements, or conditions made to the above proposal, as originally published, as well as any interlineations, erasures, omissions, or entered wording obscure as to its meaning, may cause the bid to be declared irregular and may be cause for rejection of the bid.

Certification Regarding Debarment, Suspension and Other Responsibility Matters— Primary Covered Transaction

- I. The prospective primary participant certifies to the best of its knowledge and belief, that it and all its principals: (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or committee; (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, State or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification and (d) Have not within a three-year period preceding this application/proposal had one or more public transaction (Federal, State or local) terminated for cause or default.

- II. Where the prospective primary participant is unable to certify to any the statements in this certification, such prospective participant shall attach an explanation to this proposal.

All bids will be paid using an hourly rate in accordance with the submitted proposal.

WORK/ITEM DESCRIPTION	UNIT	UNIT PRICE	TOTAL COST
	HRLY		
	HRLY		
	HRLY		
	HRLY		
	HRLY		
GRAND TOTAL			

SIGNATURE OF PROPOSER _____

TITLE _____

NAME OF COMPANY _____

ADDRESS _____

CITY _____ STATE _____ ZIP CODE _____

TELEPHONE _____ FAX _____

EMAIL _____ DATE _____