PROJECT NAME: Library Painting- Interior and Exterior

ISSUANCE DATE: April 28, 2022

CLOSING DATE: May 13, 2022

INTRODUCTION
The City of Berkley, Michigan desires to engage the services of a qualified contractor to provide painting services for the interior and exterior of the Berkley Public Library.

BID SUBMISSION
Bids on the attached “Bid Proposal Form” as well as the authorized representative form, vendor references form, non-collusive affidavit, conflict of interest disclosure form, hold harmless and indemnity form, and Iran business relationship affidavit are to be submitted electronically via BidNet Direct/Michigan Inter-governmental Trade Network (MITN).

Time and Date:
The deadline for the final receipt of bids is 10:00 am, local time, on Friday, May 13, 2022. Bids will be opened at that time at 3338 Coolidge Highway, Berkley, MI 48072. Bids must be submitted electronically via BidNet Direct/MITN. Late bids will not be opened or considered. Bids without signed non-collusive certificate and hold harmless will not be read or accepted.

The City of Berkley does not discriminate on the basis of sex, race, color, age height, weight, marital status, national origin, religion, arrest record, or disability.

We provide reasonable accommodation for qualified individuals with a disability, if requested.

Each bidder shall personally inspect the site of the proposed work to arrive at a clear understanding of the conditions under which the work is to be done. Failure or omission of any bidder to examine any form, instrument, or other document, visit the site and acquaint themselves with the existing conditions, shall in no way relieve them from any obligation with respect to their bid or to the contract, or entitle them to additional compensation. To schedule site visit please call Alex Brown 248-658-3355

The City of Berkley reserves the right to accept or reject any or all bids and to waive any defects, informalities or irregularities in the bids, when deemed to be in the best interest of the City. The City reserves the right to accept a bid higher than the low bid, when in the opinion of the City Council, the public interest will be better served.

Please email abrown@berklemich.net with any questions by Wednesday, May 11, 2022 at 3:00 p.m.
SCOPE OF WORK
The City of Berkley would like to receive bids for the Library Painting Project, which includes two (2) primary tasks as outlined below:

1-INTERIOR
   Wall Repair
      A. Repair all holes, cracks and any other deficiencies on walls and ceilings throughout the Library.
   Wallpaper Removal
      A. Remove wallpaper from staff bathroom and prepare walls as needed for new paint.
   Paint
      A. Match existing paint colors and finishes. Meeting Room will be changing colors, color choice to be provided by City of Berkley.
      B. Paint all surfaces (walls and ceilings) with two coats of Sherwin Williams Pro Mar 200 Interior Latex or equivalent product.

2-EXTERIOR
   Prepare all surfaces
      A. Scrape, caulk and patch as needed
   Paint
      A. Match existing colors and finishes
      B. Paint all soffits areas, exterior metal doors and metal accents with two coats of Sherwin-Williams Pro Mar 200 (Exterior) or equivalent product.

All work to be completed at the Berkley Public Library 3155 Coolidge Hwy, Berkley MI 48072

TIMING & SCHEDULE
All work will be performed before or during the Library’s working hours. The winning bidder will coordinate all work schedules with the Facilities Manager and the Library Director.

The project shall be completed by June 30, 2022

The proposal shall include all items necessary to complete the work, including delivery and handling costs. A complete job is required pursuant of the terms of this contract, therefore any labor, material equipment, traffic control, overhead, profits, incidental items and associate taxes not specifically mentioned, but necessary for completeness will be considered incidental to the work and no separate or additional payment will be made.

SUBCONTRACTORS
Subcontractors are not allowed without prior written consent from the City. Any subcontractor, if approved, shall be bound by the terms and conditions of this contract.

WARRANTY
All equipment supplied, workmanship, and material under this contract shall be fully guaranteed by the contractor for a minimum period of one (1) year from the date the project is completed. Any defects of
workmanship or materials shall be fully corrected by the contractor (including parts and labor) without cost to the City.

Non-Discrimination:
The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors or suppliers, including procurements of materials and leases of equipment.

Solicitation for subcontracts, including procurements of materials and equipment:
In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor’s obligations under this contract and relative to non-discrimination on the grounds of race, color, or national origin.

Sanctions for Non-Compliance:
In the event of the contractor’s non-compliance with the non-discrimination provisions the City of Berkley shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
b. Cancellation, termination or suspension of the contract, in whole or in part.

BIDS SHALL REMAIN OPEN TO ACCEPTANCE AND SHALL BE IRREVOCABLE FOR A PERIOD OF 90 DAYS AFTER THE BID OPENING.

Contingent upon City Council acceptance of the bid and award of and entry into a written contract, the project will be scheduled after May 16, 2022.

INSURANCE REQUIREMENTS
The awarded Contractor shall not commence work under this Contract, until he/she has obtained the insurance required under this paragraph, nor shall the Contractor permit a Subcontractor to commence work on his/her subcontract, until he/she has obtained the insurance herein required. “All insurance companies shall be presently licensed to do business in the State of Michigan and be acceptable to the City of Berkley.”

WORKER’S COMPENSATION:
The Contractor shall maintain, during the life of this contract, Worker’s Compensation Insurance for all of his/her employees who engage in the work to be performed; and, in case any work is sublet, the Contractor shall require the Subcontractor to provide similar insurance for all of the latter’s employees who engage in the work.

COMMERCIAL GENERAL LIABILITY INSURANCE:
The Contractor shall procure and maintain, during the life of this contract, commercial general liability insurance on an occurrence basis with limits of liability not less than one-million dollars ($1,000,000.00) per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage.
OWNER’S AND CONTRACTOR’S PROTECTIVE LIABILITY INSURANCE:
The Contractor shall procure and maintain during the life of this contract, Owner’s and Contractor’s Protective Liability Insurance, naming the City of Berkley as a “Named Insured” with the limits of liability not less than one-million dollars ($1,000,000.00) per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage. The Contractor shall require each of his/her Subcontractors to procure and maintain, during the life of the subcontract, Subcontractor’s Public Liability and Property Damage Insurance on an occurrence basis with limits of liability not less than one-million dollars ($1,000,000.00) per occurrence and/or aggregate Combined Single Limits, Personal Injury, Bodily Injury and Property Damage.

CONTRACTOR’S MOTOR VEHICLE BODILY INJURY AND PROPERTY DAMAGE INSURANCE:
The Contractor shall procure and maintain, during the life of this contract, Motor Vehicle Liability Insurance, including all applicable No-Fault Coverage, with limits of liability not less than one-million dollars ($1,000,000.00) per occurrence and or aggregate Combined Single Limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include all owned, all non-owned and hired vehicles.

PROOF OF INSURANCE:
The Contractor shall provide the City of Berkley, at the time a contract is returned for execution, the certificates and policies listed below. A guarantee that thirty (30) days notice will be given to the City of Berkley, prior to cancellation of, or change in, any insurance coverage, shall be endorsed on each certificate and policy. Four (4) copies of the Certificate of Coverage of Contractor’s Worker’s Compensation Insurance. Four (4) copies of the Certificate of Coverage of Contractor’s Public Liability and Property Damage Insurance. Four (4) copies of the Certificate of Coverage of Contractor’s Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired and non-owned vehicles. Original policy, or original binder pending issuance of policy of Owner’s and Contractor’s Protective Public Liability and Property Damage Insurance.

ADDITIONAL INSURED:
Commercial Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insured:

“The City of Berkley, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, employees and volunteers thereof.”

INDEMNIFICATION/HOLD HARMLESS:
To the fullest extent permitted by law, the Contractor shall indemnify, defend and save harmless, the City of Berkley, and its elected and appointed officials, employees, agents and volunteers from and against all claims, demands, suits, liability, damages, loss or expense, including attorney’s fees, for property damage or personal injury, including bodily injury, arising out of the performance of the work under this contract.
The City is seeking a contractor that is conscientious, has integrity, and is able to complete the work in a timely manner. The successful contractor must perform the work in an appropriate manner while on City premises.

Provide the name, title and contact information for the individual authorized to represent your company.

____________________________________
AUTHORIZED SIGNATURE

____________________________________
PRINT NAME & TITLE

____________________________________
COMPANY NAME

____________________________________
ADDRESS

____________________________________
CITY  STATE  ZIP

____________________________________
PHONE NUMBER

____________________________________
EMAIL ADDRESS
CITY OF BERKLEY: BERKLEY PUBLIC LIBRARY
BID PROPOSAL FORM FOR LIBRARY PAINTING PROJECT

The undersigned hereby proposes to deliver the following described service and certifies that this proposal is in accordance with the terms and specifications, as prepared by the City of Berkley, subject only to those exceptions as noted below. The City reserves the right to accept or reject any part of this entire proposal. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City Council, the public interest will be better served. The undersigned declares that this proposal is made in good faith and without collusion or affiliation with any other person or persons bidding on the same service.

1. Interior Work $__________________

2. Exterior Work $__________________

Total Cost $__________________

CITY OF BERKLEY: BERKLEY PUBLIC LIBRARY
BID PROPOSAL FORM FOR LIBRARY PAINTING PROJECT

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Contact Person Organization Phone / Email
Use this form to provide the names, and contact information for three references (firms) for whom similar services have been provided in the past 2 years. Failure to provide qualified references may be grounds for disqualification of your bid.

**REFERENCE 1:**

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CITY OF BERKLEY MICHIGAN
NON-COLLUSIVE AFFIDAVIT

THIS AFFIDAVIT SHALL BE SUBMITTED WITH AND MADE A PART OF EACH AND EVERY BID PROPOSAL TO THE
CITY OF BERKLEY, MICHIGAN

STATE OF MICHIGAN
COUNTY OF OAKLAND

__________________________, BEING DULY SWORN
deposes and says that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion
with, and without any agreement, understanding, or planned common course of action with any other
vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to
limit independent bidding or competition; and

2. The contents of the bid have not been communicated by the bidder or its employees or agents to any
person not an employee or agent of the bidder or its surety on any bond furnished with the bid and
will not be communicated to any such person prior to the official opening of the bid.

3. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this

_______ day of ___________ 20___
a notary public in and for said County.

____________________________________
Authorized Signature

____________________________________
Printed Name of Signatory

____________________________________
Company Name

____________________________________
Address

____________________________________
City State Zip Code

____________________________________
Area Code & Phone Number

*Please note: City of Berkley employees cannot notarize this document.*
CITY OF BERKLEY MICHIGAN
CONFLICT OF INTEREST DISCLOSURE FORM

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Date:

Please describe any relationships, transactions, positions you hold (as owner, director or volunteer of a for profit or nonprofit organization) or other circumstances you believe could contribute to an actual or perceived conflict of interest between the City of Berkley and your personal interest. (Use additional paper if necessary.)

_____ I have the following conflict of interest to report.

__________________________________________________________________________

__________________________________________________________________________

_____ I have the following potential conflict of interest to report.

__________________________________________________________________________

__________________________________________________________________________

_____ I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.

Signature: ________________________________

Date: ________________________________
CITY OF BERKLEY MICHIGAN
HOLD HARMLESS AND INDEMNITY FORM

PURPOSE:

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Berkley (City), Its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Contractor or anyone acting on its behalf in connection with or incident to this agreement.

The Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Contractor shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses, including, but not limited to, costs, attorneys’ fees and settlement expenses which may be incurred.

The Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City’s sole negligence.

PLEASE PRINT:

COMPANY NAME

AUTHORISED REPRESENTATIVE

SIGNATURE

(Print Name)

COMPANY ADDRESS

PHONE

WITNESS

DATE
CITY OF BERKLEY MICHIGAN
Iran Business Relationship Affidavit

All bids, proposals and/or qualification statements received in the State of Michigan must comply with the “Iran Economic Sanctions Act”. The following certification is to be signed and submitted with the other required documents included in the request for proposal:

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, the respondent certifies, under civil penalty for false certification, that it is not an “Iran linked business,” as that term is defined in the Act.

_________________________________________  ______________________________________
Signature                                          Title

_________________________________________
Company

______________________________________
Date