



CITY OF Sterling Heights
 InnovatingLiving

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<i>Councilwoman</i>	Deanna Koski
<i>Councilman</i>	Michael V. Radtke Jr.
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INVITATION TO BID

ITB-SH26-029

The City of Sterling Heights, Michigan is accepting sealed bids for **DECORATIVE FENCE WITH CANTILEVER GATE** until **TUESDAY, JULY 14, 2026 AT 2:30 P.M.** Please refer to the attached for instructions, specifications, and bid submission procedures. A pre-bid meeting will be held on **Thursday 25, 2026 at 10:00 a.m.** meet at site location behind the City of Sterling Heights **41-A District Court, 40111 Dodge Park Road, Sterling Heights, Michigan 48313.** Interested vendors are encouraged to attend to ask any questions they may have in preparation of their bid.

Erik Skurda
Purchasing Manager

Office of Purchasing
586-446-2740

INVITATION TO BID
DECORATIVE FENCE WITH CANTILEVER GATE

CITY OF STERLING HEIGHTS
40555 UTICA ROAD
STERLING HEIGHTS, MI 48313

CONTACT PERSON: ERIK SKURDA, PURCHASING MANAGER
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INDEX

- I. GENERAL CONDITIONS
- II. CHECK LIST FOR BIDDERS
- III. BID SUBMISSION INSTRUCTIONS
- IV. INSURANCE REQUIREMENTS
- V. BOND REQUIREMENTS
- VI. PRE-BID MEETING
- VII. SPECIFICATIONS
- VIII. BID FORM
- IX. QUALIFICATION QUESTIONNAIRE
- X. HOLD HARMLESS AND INDEMNITY
- XI. NON-IRAN LINKED BUSINESS CERTIFICATION
- XII. REFERENCES
- XIII. EQUIPMENT LISTING
- XIV. ATTACHMENT A

I. GENERAL CONDITIONS

All information requested of the vendor shall be entered in the appropriate space on the form. Failure to do so may result in your bid being deemed non-responsive.

All information shall be entered in ink or typewritten. Mistakes may be crossed out and corrections inserted before submission of your bid. Corrections shall be initialed in ink by the person signing the bid. Corrections and/or modifications received after the closing time specified will not be accepted.

Time of delivery/installation shall be stated as the number of calendar days following receipt of the purchase order by the vendor to receipt of the goods or services by the City. Time of delivery/installation may be a consideration in the award.

Prices shall be stated in units of quantity specified in the bid document. In case of a discrepancy in computing the amount of the bid, the unit price shall govern. All quantities stated, unless indicated otherwise, are estimates and the City reserves the right to increase or decrease the quantity at the unit price bid as best fits its needs.

All prices will be bid F.O.B. Destination and remain in effect for at least 90 days to allow for approval by City Council. The successful bidder's prices will remain firm through the length of the contract as designated within these bid specifications.

Bids shall include all charges for delivery, packing, crating, etc. unless otherwise stated in the bid document. General delivery hours are 7:00 a.m. to noon and 1:00 p.m. to 3:30 p.m. Monday – Friday. The City is not to be held responsible for, and will not pay, any fuel surcharges during the term of the contract. Unit prices bid shall include delivery.

Prices will be considered net if no cash discount is shown.

All bids shall be signed by an authorized officer or employee of the bidder.

Bid Submission Options: Please refer to Section III Bid Submission Instructions for directions on submitting a bid electronically. Hard paper copy, email or fax submission of bids / proposals is not an option.

To be considered, your bid must be submitted to the City as instructed prior to the Date and Time specified. No late bids will be accepted. Bids may be withdrawn by a bidder, or authorized representative, provided their identity is made known and an email, phone call or fax is made to the City and the City can verify via return email or phone call the identity of the bidder and the intention to withdraw the bid, and if withdrawal is made prior to the stated bid deadline. On the mitn.info portal, electronic bids may be withdrawn by placing the bid into “storage” through the Edit option prior to the stated bid deadline.

The City of Sterling Heights reserves the right to postpone the bid opening for its own convenience.

Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in your bid price. The City will furnish the successful contractor with tax exemption certificates when requested. The following exception shall apply to installation

projects. When sales tax is charged to the successful contractor for materials to be installed during the project, that cost shall be included in the bid cost and not charged as a separate item. The City is not tax exempt in this case and cannot issue an exemption certificate. If you are unfamiliar with your sales and use tax obligations, please contact the Michigan Department of Treasury for directions, including any applicable Revenue Administrative Bulletins (i.e. 1999-2 and any subsequent replacements / updates).

The City's normal payment terms are 30 days in connection with any cash discounts specified on this bid. Time will be computed from the date of complete delivery of supplies or equipment as specified, or from the date correct invoices are received in the City's Finance Department, if the latter date is later than the date of delivery.

The City reserves the right: (1) To award bids received on the basis of individual items, or groups of items, or on the entire list of items, (2) To reject any or all bids, or any part thereof, (3) To waive any irregularity in the bids, (4) To accept the bid that is in the best interest of the City, (5) To accept an alternate to the product or service being bid out if deemed equivalent in the sole discretion of the city, except where alternates are prohibited by the terms of the invitation to bid (6) To reduce or eliminate this purchase without prior notice, (7) To split the award to realize the greatest cost savings, (8) To issue Post-Bid Addendums to clarify or request additional information, including pricing, (9) To require one or more selected bidders to perform the requested service on a trial basis, at the unit prices bid, as evidence of a bidders ability to satisfactorily perform the requested service, prior to a formal recommendation and approval by City Administration / City Council.

This invitation to bid and the acceptance of a bid by the City is not a contract for the purchase of services or products. The City will issue a Purchase Order, which will define, make reference to, and incorporate the bid specifications and the pricing bid as accepted by the City. Winning bidder is not to commence with any service or product order without receiving a Purchase Order signed by the Purchasing Manager. Unless otherwise stated, all contracts for services are subject to additions, reductions and/or termination at the sole discretion of the City and without prior notice by the City. Please forward any questions you may have regarding this solicitation to the Purchasing Manager via email at shpurchasing@sterlingheights.gov.

Bid prices submitted by the successful bidder should remain firm for the length of the contract from date of award by City Council. If tariffs imposed by superseding governmental authorities change during the term of this contract and directly impact the cost of a product or a clearly defined component part thereof, either party may request a price adjustment if the net changes in cost attributable solely to such tariff change exceeds five percent (5%) of the total contract price. Any such adjustment shall be limited to the lesser of (i) twenty percent (20%) of the original contract price or (ii) one-half (50%) of the net increase caused by the tariff.

The basis date for evaluating eligibility for tariff adjustments shall be:

- The latest of five (5) days prior to the bid submission date, proposal submission date, or best and final offer receipt date, as indicated on the appropriate basis form.
- The later of the date the Contractor submitted pricing or the Contractor's signature date.

All requests for tariff adjustments:

1. Must be submitted in writing and include a comprehensive cost breakdown detailing how the tariff impacted the total cost of the finished product.
2. Must include official importer receipts or customs documentation showing proof of tariff payment and transaction date.
3. Will only be considered if the seller can clearly demonstrate a direct impact from the tariff on the specific goods or components being purchased under this contract.
4. Are subject to the City of Sterling Height's sole discretion and written approval is required prior to implementation of any price change.

In the event the City is requested to approve a tariff adjustment, the Contractor shall provide all required supporting documentation, as outlined above, within fifteen (15) calendar days of the City's request, if the request is not fulfilled by the contractor within the time specified, the price adjustment shall be denied.

In the event the City requests a tariff adjustment in the City's favor due to a known decrease in tariff value, the Contractor shall provide all required supporting documentation, as outlined above, within thirty (30) calendar days of the City's request.

No retroactive adjustments shall be allowed for tariff changes prior to the applicable basis date.

ALL BIDS MUST INCLUDE MATERIAL SAFETY DATA SHEETS FOR MATERIALS AS REQUIRED BY M.I.O.S.H.A.

The City of Sterling Heights is now part of an organization called the Michigan Inter-governmental Trade Network (MITN), a group of agencies that joined forces to create a Regional Bid Notification System to notify companies of new bid opportunities. All bids, quotations and proposals are now being posted online. All vendors are encouraged to visit <http://www.mitn.info> in order to register their company and gain access to new bids and proposals. If you do not have internet access, please call 1-800-835-4603 to speak to a representative at BidNet®, the technical support group that handles the MITN system.

II. CHECK LIST FOR BIDDERS

All information required by the terms of the bid documents must be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid.

- _____ Is your bid properly signed? (refer to bid documents)
- _____ If required, have you entered a unit price or lump sum for each bid item?
- _____ Did you complete and include the **Qualification Questionnaire, Hold Harmless, Non-Iran Linked Business Certification, References and Equipment Listing** forms as well as include **Exhibits A & B**?
- _____ **Bid Submission** – Bids are to be submitted via the mitn.info bid submittal system. Bids submitted by email, fax, hard copy drop off, US Mail and delivery service are not options at this time. Include in your bid submittal package all required forms / documents, but please do not include the specifications and instructions. Return only the forms requiring completion.
- _____ Will your bid arrive on time? Late bids will **not** be considered. **Bids must be received by the City via mitn.info no later than 2:30 p.m. by the date specified.**
- _____ Did you submit your original bid form (no additional copies are required)? **PLEASE DO NOT RETURN COPIES OF OUR SPECIFICATIONS /INSTRUCTIONS. RETURN ONLY THE FORMS REQUIRING YOUR COMPLETION (Pages 18-24) AS WELL AS EXHIBITS A (Insurance Requirements) and B (Bond Requirements).** Failure to include all pages may result in your bid being deemed non-responsive.
- _____ Did you check the MITN website, **Addendums may be posted at any time and must be submitted to the MITN website no later than 2:30 p.m**

III. BID SUBMISSION INSTRUCTIONS

Please read these instructions carefully. **Your bid / proposal may be deemed non-responsive if it is not submitted as detailed below.** Bids / proposals are considered received when downloaded into the mitn.info system before the submission deadline date and time, late bids / proposals will not be considered.

Bid / Proposal Submission Deadline: TUESDAY, JULY 14, 2026 before 2:30 P.M.

Electronic Bid Submission via the MITN system as described below is the only bid submittal option.

Call the Purchasing Office at 586-446-2740 if you have any questions and we will assist.

Electronic Bid Submission Only

The vendor / Contractor will need to complete, scan and upload your entire bid package through the MITN system. All electronic bids / proposals will be submitted directly into a secured MITN “vault” that cannot be opened until the bid / proposal submission deadline date and time.

Vendor / Contractor Submittal Procedure:

- Login to the MITN website using your previously registered credentials at <http://www.mitn.info>.
- Locate and enter the Sterling Heights Solicitation you have prepared a bid for.
- Click on the “**Place Bid**” button **PLACE BID** on the upper right side of the page.
- In the “Place a Bid” window, select “**Place a new Bid**” or “**Place a No Bid**” (Depending on your response). Select the “**Continue**” button **CONTINUE**.
- On the next page, in the “Documents” tab, select “**Add File**” **Add File** or “**Import Zip file**” **Import Zip file** (Depending on your file type). Complete all required actions and click the “**Next**” **NEXT** button.
- This will bring you to the “Pricing” tab. There you will see a reminder to “Don’t forget to attach your pricing in the ‘Documents’ section”. Select the “**Next**” **NEXT** button.
- On the following screen, in the “Exceptions” section, select “No” or “Yes” (depending on your response). In the “Bidder Compliance & Authentication” section, you will enter your full name and password where prompted. Click the “**Submit Bid**” **SUBMIT BID** button.
- In the “Bid Submission Confirmation” window, select “No” or “Yes” (depending on your response).
- Finally, the next screen will confirm your bid submission. Here you will receive a confirmation number and will be able to download a PDF version of the confirmation for your records.

Important: The mitn.info system locks at 2:30 pm (Sterling Heights, Michigan Time) on the due date, and no bids / proposals can be downloaded after that time. No exceptions. Bids / proposals must be downloaded and accepted by the mitn.info downloading portal before 2:30 pm. Do not wait until the last minute to submit your bid / proposal, internet

connections, computer systems failures on the submitter's part could cause a bid / proposal to be denied from downloading into mitn.info system. The system locks at 2:30 p.m. Late bids / proposals will not be considered.

If you have questions with the electronic bid submission procedures, please contact the MITN Vendor Support Department at (800) 835-4603, option #2 or email: e-procurementssupport@bidnet.com

The City of Sterling Heights officially distributes bid and RFP documents through the Michigan Inter-governmental Trade Network (MITN). Copies of bid and RFP documents obtained from any other source are not considered official copies. Bids or notification of bids issued by members of MITN are to be posted, in whole or in part, **ONLY** on the MITN system. Any other use is prohibited. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued. The City of Sterling Heights cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by information received from alternate sources.

The City reserves the right, at its sole discretion, to allow a bidder to resubmit a copy of a bid that was otherwise submitted via the mitn.info system before the bid due date and time, when the bid document submitted via the mitn.info system is corrupt or otherwise not readable / downloadable by the City, and when in the opinion of the City, the fault was not that of the bidder.

If you received this document from a source other than the sources indicated, please notify us. It is recommended that all vendors register on the MITN website at www.mitn.info to obtain an official copy. All future bids, proposals, quotes and any addenda and tabulations will be posted on the MITN website.

BID BOND SUBMITTAL: Please refer to the specifications and forms for bid bond requirements and additional information. When bid bonds are required, all bidders must submit a photocopy of the Bid Bond (surety, cashier check, certified check) as part of the electronic bid submission. The photocopy must be of sufficient resolution to show a valid stamp, seal, signatures, names, dates, etc. The original Bid Bond must be provided upon request of the City. Failure to submit the original Bid Bond, upon request by the City, may result in the bid being deemed unresponsive and the bid rejected without further evaluation.

PUBLIC BID OPENING: A public bid opening will be accessible 30 minutes after the posted due date and time via three simultaneous formats:

1. Microsoft Teams live stream - [Join the meeting here](#)
2. Conference call, participants must call 586-446-2663, (enter Conference ID Code 4462740 when prompted).
3. In person at the City of Sterling Heights City Council Chambers located at: 40555 Utica Road, Sterling Heights MI, 48313.

A Purchasing Department representative will read the bids / name of firms submitting proposals as they are downloaded and made available.

IV. INSURANCE REQUIREMENTS

The Contractor, and any and all of their subcontractors, shall not commence work under this contract until required insurance within this contract has been obtained and shall keep such insurance in force during the entire life of this contract. All insurance coverages shall be with insurance carriers licensed and admitted to do business in the State of Michigan and acceptable to the City of Sterling Heights. The requirements below should not be interpreted to limit the liability of the Contractor. If any insurance is written with a deductible or self-insured retention, the Contractor shall be solely responsible for said deductible or self-insured retention. The purchase of insurance and the furnishing of a certificate of insurance shall not be a satisfaction of the Contractor's indemnification to the City of Sterling Heights. The Contractor is responsible to meet all MIOSHA requirements for on-the-job safety.

The Contractor shall procure and maintain during the life of this contract the following coverages:

Workers Compensation Insurance including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000.00 per occurrence and aggregate, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions:

- (1) Contractual Liability Coverage
- (2) Products and Completed Operations Coverage.
- (3) Independent Contractors Coverage.
- (4) Broad Form General Liability Extensions.
- (5) Explosion, Collapse, and Underground, if applicable.

Automobile Liability including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000.00 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

Commercial General Liability and Automobile Liability limits may be obtained by using an Excess/Umbrella Liability policy in addition to the primary liability policy(ies). If coverage limits are satisfied by an Excess and/or Umbrella policy, coverage must follow form of the primary liability policy(ies), including but not limited to additional insured and primary/non-contributory coverage.

Additional Insured: Following the official award of bid by City Council, the Commercial General Liability Insurance as described above shall include an Additional Insured endorsement as follows:

"The City of Sterling Heights, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Sterling Heights as additional insured, coverage afforded is considered to be primary and any other insurance the City of Sterling

Heights may have in effect shall be considered secondary and/or excess."

Cancellation Notice: Policies as described above, shall include an endorsement stating the following: It is understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation or Non-Renewal shall be sent to the Certificate Holder:

City of Sterling Heights
Reference: Bid ITB-SH26-029
Purchasing Manager
40555 Utica Road
Sterling Heights, MI 48313

Proof of Insurance Coverage: The contractor shall provide the City of Sterling Heights at the time the contracts are returned by him/her for execution a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

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

If the required insurance (with the exception of the Additional Insured endorsement) is already in place, please include a copy of the Certificate of Liability Insurance with your bid. However, if required insurance is not already in place when submitting bid, contractors shall include a letter from their insurance agent indicating that they will be able to secure a Certificate of Liability Insurance upon award of the contract.

Please label that letter Exhibit A.

V. BOND REQUIREMENTS

Bid Bond

Bids must be accompanied by a Bid Bond, Bank Issued Money Order, or Cashier's Check in the amount of five percent (5%) of the total bid which will be returned to the unsuccessful bidders after the award of the bid. The Bid Bond submitted by the successful bidder will be returned upon receipt of the required Performance Bond. No bid shall be considered unless it is accompanied by the required guaranty. Corporate checks will *not* be accepted as bid security.

Performance Bond (Surety or Cash Performance Bond)

Surety Performance Bond - The Contractor whose bid is accepted shall furnish a performance bond at their own expense with a company acceptable to the City in the full amount of the award. The Performance Bond shall serve as security for the faithful performance of this Contract including any maintenance or warranty provisions and for the payment of all persons performing labor or furnishing materials in connection with this Contract. Premiums for the Performance Bond shall be paid by the Contractor. If at any time the City shall be dissatisfied with any surety or surety bond or Performance Bond, or if for any other reason such bond shall cease to be adequate security for the City, the Contractor shall within ten (10) days after notice from the City to do so, substitute an acceptable bond in performance and sum and signed by other sureties which are acceptable to the City. The premiums on such substitute bond shall be paid by the Contractor. The Performance Bond shall remain in full force and effect during the life of the Contract and during the term of any warranty or maintenance required by the specifications.

Cash Performance Bond - Contractor shall be allowed to provide a cash performance bond in lieu of the surety performance bond listed above.

The City reserves the right to proportionately reduce the amount of the Performance Bond if a split award is made.

The Contractor may not commence work and bid bonds or checks will not be returned until the performance bond has been received and approved by the City.

All bidders shall include a letter from their bonding agent indicating that upon award of the contract, they will be able to secure a Performance Bond.

Please label that letter Exhibit B.

VI. PRE-BID MEETING

A pre-bid meeting will be held on **Thursday June 25, 2026 at 10:00 a.m.** meet at site location behind the City of Sterling Heights 41-A District Court, 40111 Dodge Park Road, Sterling Heights, Michigan 48313. Interested vendors are encouraged to attend to ask any questions they may have in preparation of their bid. Administrative staff from the Sterling Heights Facilities Maintenance, and the Purchasing Departments will be present to address any questions raised by participants. Please review all solicitation documents and bring any questions you have to be addressed at this time.

VII. SPECIFICATIONS

Scope of Work

Decorative Fence and Motorized Cantilever Gate Installation

41A District Court Building – Rear Site

City of Sterling Heights, Michigan

1. Project Summary

The City of Sterling Heights is soliciting sealed bids from qualified contractors to furnish and install a complete **decorative metal fence system** with **cantilevered sliding gate** behind the **41A District Court building**. Project completion and acceptance by City must be finalized and invoiced to City by September 30, 2026.

The work includes all labor, materials, equipment, supervision, layout, utility coordination, excavation, concrete foundations, fence components, gate components, hardware, restoration, cleanup, and all incidentals required for a complete and fully functional installation.

The intent of this project is to provide a durable, secure, low-maintenance, and aesthetically appropriate barrier for municipal/court use.

2. Scope of Work (Base Bid)

The Contractor shall provide all labor, materials, equipment, tools, transportation, supervision, and incidentals necessary to complete the project.

Work shall include, but is not limited to, the following:

1. Field verification of all existing site conditions and dimensions.
2. Coordination with utility locating services, including MISS DIG/811, prior to excavation.
3. Furnishing and installing decorative metal fence panels, posts, rails, pickets, caps, fasteners, brackets, and all related accessories.
4. Furnishing and installing one matching motorized cantilever slide gate, including gate frame, counterbalance section, support hardware, receiver, guides, stops, latch/locking provisions, and all accessories required for proper operation.
5. Drive approach embedded sensor loop for vehicle detection upon exit of the secured parking lot.
6. Excavation and installation of concrete footings and foundations for fence posts, gate posts, and gate support elements.
7. Site grading and restoration of all areas disturbed by construction.
8. Protection of existing pavement, lawn, utilities, structures, and adjacent site features.
9. Adjustment, testing, and final demonstration of the completed gate system.
10. Removal and lawful disposal of all construction debris generated by the work.
11. Furnishing and installing gate operator equipment, controls, safety devices, and associated electrical components

The Contractor shall furnish a complete installation whether or not every minor item is specifically listed, provided such item is required for a finished and fully operable system.

3. Base Bid Work

The **Base Bid** shall include the complete installation of:

- Decorative metal fence
- One motorized cantilever slide gate
- Drive approach embedded sensor loop for exiting secured area
- Concrete footings/foundations
- Cantilevered gate safety devices, hardware, and locking provisions
- Finish coating
- Site restoration
- Cleanup
- Testing and final adjustment

The Base Bid shall assume:

- Fence height: 6 feet
- Fence finish color: Black
- Fence style: decorative ornamental metal, commercial/institutional grade
- Gate type: motorized cantilever slide gate
- Exit sensor loop embedded in concrete
- Commercial-grade gate operator
- Operator mounting hardware
- Control cabinet
- Safety devices required for compliant operation
- Manual override
- Gate clear opening width: as shown on plans or as field verified and directed by the City

Bidders shall field verify and include all costs necessary for a complete installation.

The City will self-perform the following:

- Pedestal and footing for vehicle height badge reader
- Conduit runs for all electrical and access control communications
- All necessary electrical - sized appropriately for motorized gate operator
- Intercom device and connectivity to existing City VOIP/card access connections

4. Bid Alternates

Bidders shall provide separate pricing for the following alternates.

Alternate No. 1 – Pedestrian Gate

Provide and install the pedestrian gate as depicted in site layout drawing.

Alternate shall include:

- Self-closing hinges

Alternate No. 2 – Fence Height

Provide pricing to increase the fence height from **6 feet to 7 feet** for the full project length

Alternate No. 3 – Privacy Screening

Provide pricing for privacy slats or other approved privacy infill compatible with the decorative fence system proposed, if available from the manufacturer.

5. Contractor Responsibilities

The Contractor shall be responsible for:

- Verifying all field dimensions and conditions prior to bidding and again prior to fabrication
- Coordinating construction activities with the City's designated representative
- Scheduling work to minimize disruption to court and municipal operations
- Maintaining safe access around the work area
- Providing temporary barriers, warnings, and site protection as necessary
- Obtaining and paying for permits, licenses, and inspections as required
- Coordinating utility location prior to any excavation
- Providing competent installation personnel experienced in ornamental fence and gate work
- Repairing any damage caused by the work at no additional cost to the City

6. Materials and System Requirements

6.1 Fence System

Fence shall be a commercial/institutional-grade **decorative ornamental metal fence system** suitable for exterior municipal use.

Acceptable material:

- Ornamental aluminum

Fence shall include:

- Posts
- Panels
- Rails
- Pickets
- Brackets
- Post caps
- Fasteners
- Accessories required for complete installation

Fence shall be:

- Factory finished
- Black in color
- Straight, plumb, level, and uniform in appearance
- Suitable for freeze-thaw and exterior Michigan conditions

6.2 Cantilever Gate

Gate shall match the fence in:

- Material
- Height
- General style
- Color/finish

Gate shall be:

- Heavy-duty commercial grade
- Designed for cantilever operation without a track across the drive surface
- Sized and braced to resist sag, racking, and normal wind loading
- Provided with all rollers, guides, receiver hardware, positive stops, and anti-lift devices necessary for proper operation

6.3 Finish

All fence and gate components shall have a manufacturer's standard exterior-grade finish appropriate to the material specified.

Finish shall be free of visible defects, chips, peeling, scratches, bare spots, and discoloration at time of acceptance.

7. Footings and Foundations

All posts and gate supports shall be installed in concrete footings sized in accordance with:

- Manufacturer requirements
- Gate loading
- Soil conditions
- Michigan frost depth requirements
- Applicable code requirements

Gate support posts and receiver posts shall be founded to adequately support the cantilever gate system and dynamic loads associated with opening and closing.

Contractor is responsible for providing a foundation system adequate for the specific gate system furnished.

8. Installation Requirements

The Contractor shall install the fence and gate system in accordance with:

- Approved submittals
- Manufacturer instructions
- Industry best practices
- Applicable codes and standards
- City requirements

Installation requirements include:

- Uniform alignment
- Consistent top elevation except where grade transitions require adjustment
- True and plumb posts
- Proper gate clearances
- Smooth and reliable gate travel
- Secure anchorage of all components
- Full functionality of latches, locks, guides, and safety devices

The Contractor shall verify that adequate space exists for the cantilever gate counterbalance/tail section before fabrication and installation.

9. Electrical Work

City will provide power to the designated point of connection; Contractor shall provide all downstream wiring and equipment.

The Contractor shall provide a complete and operable system including:

- Operator
- Wiring
- Conduit
- Disconnects
- Safety accessories
- Startup and testing

Electrical work shall be performed in compliance with applicable codes by properly qualified personnel.

City will provide power to the gate operator box, the contractor will finalize the point of connection for all installed devices.

10. Safety and Security

The Contractor shall conduct all work in a manner that protects City staff, court personnel, the public, and adjacent property.

At a minimum, the Contractor shall:

- Maintain a safe work zone
- Secure open excavations
- Prevent unauthorized access to tools, materials, and partially completed work
- Provide temporary protection where existing site security is impacted
- Comply with OSHA and all applicable safety requirements

For any motorized gate installation, the Contractor shall provide all required safety devices and signage for compliant operation.

11. Restoration and Cleanup

The Contractor shall restore all disturbed areas to a condition equal to or better than that existing prior to construction.

Restoration shall include, as applicable:

- Backfilling and compaction
- Fine grading
- Topsoil
- Seeding
- Pavement edge repair
- Surface cleanup

The project site shall be left clean and free of debris, excess materials, and hazards at the end of the work.

12. Submittals

After award and before fabrication, the Contractor shall submit:

- Product data for fence and gate components
- Shop drawings showing layout, dimensions, post spacing, footing concepts, gate opening width, gate tail length, and hardware
- Finish/color information
- Gate operator data
- Installation schedule
- Warranty information

No fabrication shall proceed until submittals are reviewed and accepted by the City.

13. Qualifications

Bidders shall be regularly engaged in furnishing and installing ornamental fence and cantilever gate systems of similar scope.

Bidder shall provide:

- At least 3 references for similar commercial, institutional, or municipal projects completed within the last 5 years

- Evidence of experience with cantilever gate systems
- Manufacturer authorization, if required for warranty support

14. Warranty

The Contractor shall provide:

- Minimum **one-year warranty** on workmanship and installation
- Manufacturer's standard warranty on fence materials
- Manufacturer's standard warranty on finish
- Manufacturer's standard warranty on operator and controls

Warranty period shall begin upon final acceptance by the City.

15. Measurement and Basis of Award

The City intends to award the project based on the lowest responsive and responsible bid, taking into account the Base Bid and any alternates the City elects to include in the award.

The City reserves the right to:

- Award the Base Bid only
- Award the Base Bid plus any combination of alternates
- Reject any or all bids
- Waive informalities or irregularities in the best interest of the City

VIII. BID FORM

The undersigned hereby declares that the instructions and specifications have been carefully examined and that the **DECORATIVE FENCE WITH CANTILEVER GATE** will be furnished for the prices set forth in this bid. It is understood and agreed that all bids are **F.O.B. DESTINATION** that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid and that, if chosen the successful vendor, the prices will remain firm from date of contract.

It is the intent of the City to purchase the services in the quantity and frequency as listed in this bid, however, the City reserves the right to reduce or eliminate this purchase without prior notice. The City reserves the right to split and/or reject all bids to realize the greatest cost savings.

<u>Bid Item</u>	<u>Description</u>	<u>Price</u>
Base Bid	Furnish and install complete decorative metal fence and motorized cantilever slide gate behind the 41A District Court building, including all labor, materials, concrete, hardware, restoration, cleanup, and incidentals	\$ _____
Alternate 1	Pedestrian Gate	\$ _____
Alternate 2	Fence Height - increase to 7'	\$ _____
Alternate 3	Privacy Screening	\$ _____

I hereby state that I have read, understand and agree to be bound by all the terms of this bid document. The undersigned certifies that he has downloaded all documents/addendums associated with this bid from the MITN website.

Company _____

Address _____

City/State/Zip _____

Representative/Title _____

Telephone/Fax _____

Terms _____

E-Mail Address/Website _____

Signature/Date _____

IX. QUALIFICATION QUESTIONNAIRE

All bidders must complete the following Questionnaire. This information may be presented on another page if desired.

1. Name of Company submitting a bid:
2. Authorized Representative Name/Title:
3. Office Address:
4. Local Telephone/Fax Numbers:
24-Hour/7-Day Emergency Telephone Number:
E-mail address:
Website:
5. State the legal status of the company submitting the bid. A corporation shall provide the state of incorporation, a partnership shall provide the names of all partners:
6. Name of Owner, President, Managing Partner or CEO:
7. Does your business qualify as any of the below designations: Please circle if appropriate.
 - a. Black Owned
 - b. Women Owned
 - c. Veteran Owned
 - d. People of Color Owned
 - e. LGBTQ Owned
 - f. Native/Indigenous Owned
8. Are any of the employees unionized? Please specify which employees are if applicable.
9. Give a brief summary of the history of the business:
10. How many full-time employees? Part time?
11. How long have you been in business of a similar nature for the services contemplated within this bid?

12. List any licenses / professional certifications of the company or employees assigned to this contract that would be applicable to services contemplated within this bid.

13. How many years' experience do you have in providing for the services contemplated within this bid? Please list the municipalities, when applicable:

14. How many clients does your company currently serve with the type of work described?

15. Has your company had a similar contract for services terminated for cause within the last three years? If yes, please explain.

16. Please provide information on your hiring practices, employee training and employee safety programs:

17. Provide information relative to the experience and financial capability of your company to carry out the terms of this contract:

18. Do you have any current contracts for similar services in Sterling Heights? If yes, please list location(s):

Questionnaire completed by:

Company Name: _____

Print Name _____

Title _____

Signature _____

Date: _____

This form **must** be completed and returned with your bid.

X. HOLD HARMLESS AND INDEMNITY

To the fullest extent permitted by law, the contractor expressly agrees to indemnify and hold the City of Sterling Heights (City), its elected and appointed officials, employees and volunteer and others working on behalf of the City, harmless from and against all loss, cost, expense, damage, liability or claims, whether groundless or not, arising out of the bodily injury, sickness or disease (including death resulting at any time therefrom) which may be sustained or claimed by any person or persons, or the damage or destruction of any property, including the loss of use thereof, based on any act or omission, negligent or otherwise, of contractor or anyone acting in its behalf in connection with or incident to this contract or the work to be performed hereunder, except that the contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence; and the Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder, and the Contractor shall pay any and all judgments which may be recovered in any such suit, action or proceeding, and any and all expense, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred therein.

PLEASE PRINT:

Company Name _____

Authorized Representative _____

Signature/Date _____

This form **must** be completed and returned with your bid.

XI. NON-IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan law before accepting any bid or proposal or entering into any contract for goods and services with any prospective Vendor, the Vendor must certify that it is not an "Iran Linked Business".

By signing below, I certify and agree on behalf of myself and the company submitting this proposal the following: (1) that I am duly authorized to legally bind the company submitting this proposal; and (2) that the company submitting this proposal 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 proposal will immediately comply with any further certifications or information submissions requested by the City in this regard."

PLEASE PRINT:

Company Name _____

Authorized Representative _____

Signature/Date _____

This form **must** be completed and returned with your bid.

XII. REFERENCES

List at least three references with whom you have had similar contracts during the past three years. Include letters of reference when available.

1. Company or City _____
Contact Name _____
Telephone Number _____
E-mail _____

2. Company or City _____
Contact Name _____
Telephone Number _____
E-mail _____

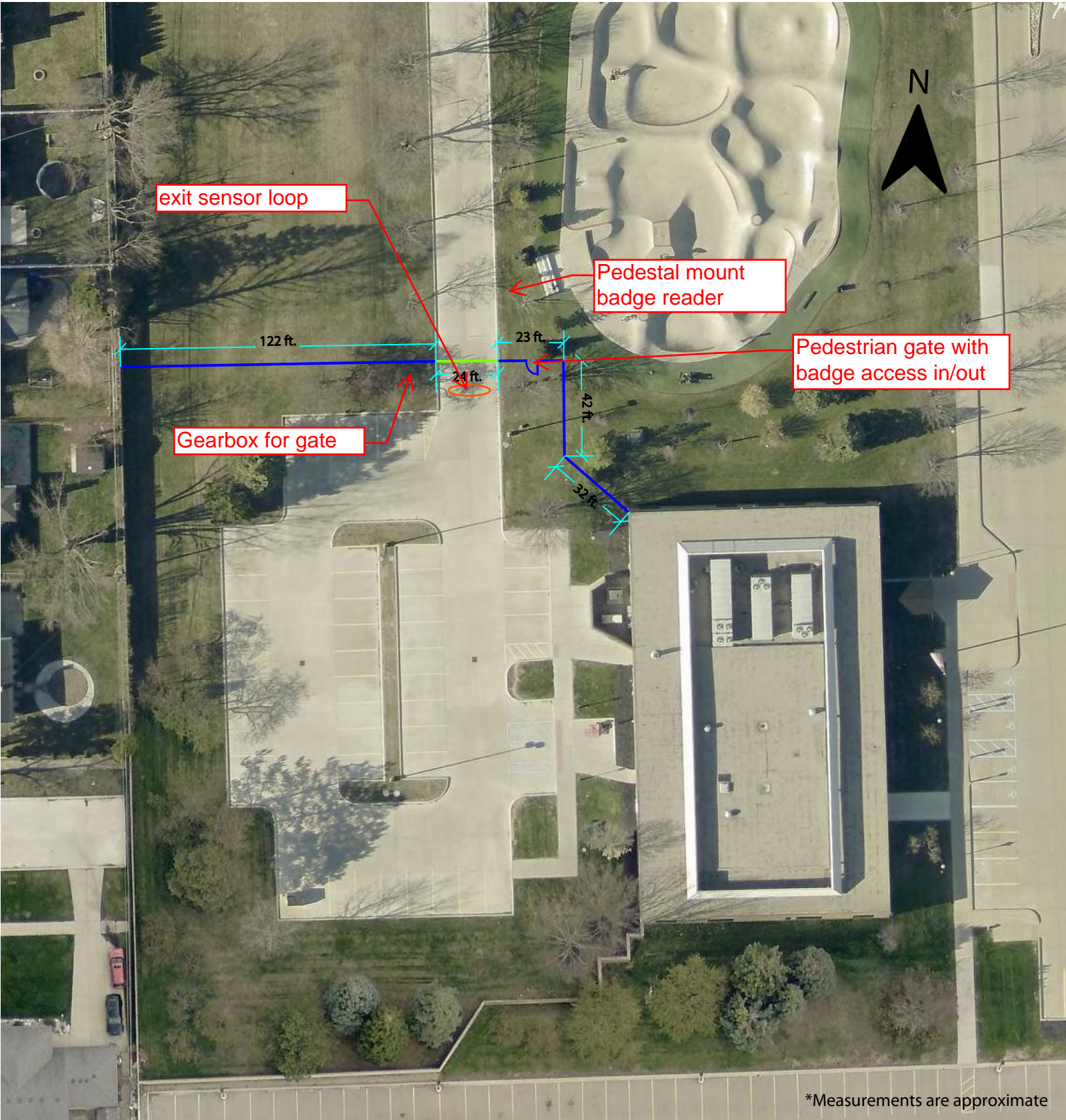
3. Company or City _____
Contact Name _____
Telephone Number _____
E-mail _____

Bidder's Signature _____ Date _____

Company _____

This form **must** be completed and returned with your bid.

XIV. ATTACHMENT A



exit sensor loop

Pedestal mount badge reader

Pedestrian gate with badge access in/out

Gearbox for gate

122 ft.

24 ft.

23 ft.

42 ft.

32 ft.

N

*Measurements are approximate