

**CITY OF ROYAL OAK, MICHIGAN
REQUEST FOR PROPOSAL**

1. INTRODUCTION

Electronic proposals for physical improvements to Clawson Park will be received by the City of Royal Oak, Michigan through the procurement portal <https://procurement.opengov.com/portal/romi> until 4:30 pm on Monday, January 13, 2025 . Award results will be made available through the procurement portal once the proposal evaluations are complete.

Mailed, faxed, and emailed proposals will not be considered or accepted. All proposals shall be submitted through the procurement portal at <https://procurement.opengov.com/portal/romi>

The City of Royal Oak reserves the right to reject any or all proposals, to waive any informality in the proposal received, and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City. In case of error in the extension of prices in the proposal or other arithmetical error, the unit prices will govern.

2. FURTHER INSTRUCTIONS TO BIDDERS

- A. The bidder shall assume full responsibility for submittal of proposals prior to the proposal submittal deadline and shall assume the risk of late delivery or non-delivery regardless of the manner employed for the transmission thereof. A bidder may withdraw their proposal response at any time prior to the scheduled proposal submittal deadline. Any proposal received after the scheduled submittal deadline will not be accepted. No proposal may be withdrawn, changed or modified in any way for a period of ninety (90) calendar days from the date of the proposal submittal deadline..
- B. Municipalities are exempt from Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exception certificates upon request.
- C. The total price quoted by the bidder must be the total cost delivered to the location(s). All goods are to be shipped F.O.B. Shipments sent C.O.D. without the City of Royal Oak's consent will not be accepted and will, at the contractor's risk and expense, be returned. Unauthorized shipments are subject to rejection and returned at the contractor's expense.
- D. The bidder by execution of the proposal thereby declares that the proposal is made without collusion with any other person, firm or corporation making any

other proposal, or who otherwise would make a proposal, and agrees to furnish all proposal items in strict accordance with all Federal Regulatory Measures.

- E. All applicable Federal and State laws and rules and regulation over the project shall apply to the project contract throughout and will be deemed to be included in the contract herein written out in full.
- F. The completion date will be established with the contractor awarded the job. The contractor, its employees, and all subcontractors designated to work on-site at any time may be subject to a criminal history check that must be approved by the Police Department staff prior to working on site.
- G. Submission of a proposal will be construed as a conclusive presumption that the bidder is thoroughly familiar with the proposal and specifications and that he understands and agrees to abide by each and all of the stipulations and requirements contained therein.
- H. **Vendor changes or alterations to proposal documents including specifications may result in a proposal being considered non-responsive.**

The only authorized vendor changes to a proposal document will be in the areas provided for a bidder's response, including the "Exceptions" section of the proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the authorized version of the proposal document will be applicable during the term of the contract. The City or Royal Oak shall accept NO CHANGES to the proposal document made by the vendor unless those changes are set out in the "Exceptions" provision of the authorized version of the proposal document. It is the vendor's responsibility to acquire knowledge of any changes, modifications or additions to the authorized version. If a proposal is awarded to a vendor who claims that it had no knowledge of changes, modifications or additions made by the City or Royal Oak to the authorized version of the proposal, and that vendor fails to accept the proposal award, the City of Royal Oak may pursue costs and expenses to re-bid the item from that vendor. The authorized version of the proposal document shall be that proposal document appearing on the procurement portal with any amendments and updates. Addendum will be issued through the procurement portal. Vendor's can create a FREE account to access our procurement portal with OpenGov by signing up at <https://procurement.opengov.com/signup>.

- I. Between the proposal submittal deadline and the final proposal award, it shall be the responsibility of the bidders to request information they might need regarding such proposals.
- J. Bidders are required to submit complete and comprehensive data and descriptive literature covering the item proposed to be furnished. Vendors submitting alternative proposals must provide specifications documenting product is equal to specified proposal item.
- K. To the fullest extent permitted by law, the successful bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Royal Oak, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Royal Oak against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Royal Oak, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Royal Oak, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.
- L. Prior to furnishing the requested products and services, it shall be the responsibility of the awarded vendor to obtain all licenses and permits required to complete this contractual service, at no cost to the City of Royal Oak. These licenses and permits shall be readily available for review by the city.
- M. The City of Royal Oak reserves the right to terminate the contract without penalty upon thirty (30) days written notice, due to poor performance or for reasons deemed to be in its best interest. The City of Royal Oak reserves the right to re-award the contract to the second most qualified vendor, re-propose, re-quote or re-bid the contract or do whatever is deemed to be in its best interest.
- N. Entities in bankruptcy or receivership cannot respond to the RFP. Responding entities must disclose if responding entity (or parent company) is in bankruptcy/receivership or contemplating bankruptcy/receivership. Should it later be determined that an award was given to an entity in bankruptcy or receivership then the city has authority to terminate the agreement/contract.
- O. All documents and correspondence submitted to the City of Royal Oak becomes the property of the City of Royal Oak and is subject to disclosure under the "Freedom of Information Act". This Act provides for the complete disclosure of contract and attachments.

- P. By mutual written agreement this proposal may be extended for n/aprior to the expiration of the then-current term.

3. METHOD OF AWARD

The recommendation to award will be based on evaluation procedures, or in any manner deemed to be in the best interest of the city. Previous experience and performance will be a factor in making the award.

Each proposal will be reviewed by the city. The city may narrow the list of proposals and may, at its discretion, request oral presentations from any of all the finalists. A recommendation and contract will be forwarded to the city commission for its review and approval.

4. NON-DISCRIMINATION CLAUSE

In the performance of any contract or purchase order resulting wherefrom, the contractor agrees to obey and abide by all the laws of the State of Michigan relating to the employment of labor and public work, and all ordinances and requirements of the city regulating or applying to public improvements. Furthermore, the contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of this contract or purchase order, with respect to his or her hire, tenure, terms, conditions or privileges or employment because of religion, race, color, national origin, ancestry, age, sex, height, weight, marital status, or physical or mental disability except when said disability prevents such individual from performing the essential job functions, and the disability cannot be reasonably accommodated. The contractor further agrees that every subcontract entered into for the performance of this contract or purchase order will contain a provision requiring nondiscrimination in employment, as herein specified, binding upon each subcontractor. Breach of this covenant may be regarded as a material breach of the contract or purchase order.

5. ETHICS POLICY

5.1. Gratuities

It shall be unethical for any person to offer, give, or agree to give any city employee or former city employee, or for any city employee or former city employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefore.

5.2. Kickbacks

It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

6. ADA COMPLIANCE

The City of Royal Oak will provide necessary, reasonable auxiliary aids and services, and provide assistance in filling out forms, to individuals with disabilities when doing business with the City of Royal Oak. Individuals with disabilities requiring such auxiliary aids or services should contact the City of Royal Oak by writing or calling the following: Dennis VanDeLaar, PO Box 64, Royal Oak, Michigan 48068, (248) 246-3070, or TDD (248) 246-1010.

7. SUB-CONTRACTORS

If sub-contractors are to be utilized, a listing of each sub-contractor must be provided as part of the business plan submitted to the city.

8. QUALIFICATION OF PROPOSERS

The proposer may be required before the award of any contract to show to the complete satisfaction to the City of Royal Oak that it has the necessary facilities, abilities, and financial resources to provide the services specified herein. The proposer may also be required to give a history in order to satisfy the City of Royal Oak regarding the proposer's qualifications. The City of Royal Oak may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the bidder shall furnish to the City of Royal Oak all information for this purpose that may be requested.

9. RETAIN PROPOSAL

The city reserves the right to retain all proposals submitted and to use any ideas in the proposals regardless of whether that proposal is selected. Submission of a proposal indicates acceptance by the company of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed between the City or Royal Oak and the company selected.

10. SUBLEASE OR ASSIGN

The lessee may not sublease or assign his contract rights to any other party except with the prior written approval of the City of Royal Oak.

11. RESPONSES TO QUESTIONS

All questions must be submitted through the procurement portal. The firm's question(s) and the city's answer(s) will become part of the public record and will be shared publicly through the procurement portal.

12. SPECIAL INSTRUCTIONS

Release Project Date:	November 27, 2024
Question Submission Deadline:	January 6, 2025, 4:30pm
Proposal Submission Deadline:	January 13, 2025, 4:30pm

The city reserves the right to request any additional information which might be deemed necessary after the RFP information has been received.

The city does not intend to pay for any information solicited or obtained; further the city will not be liable for any costs incurred in the proposal preparation, presentation or contract negotiation.

The city reserves the right to reject any and all proposals received and the right to waive defects in proposals as a result of this RFP.

The successful vendor shall not provide services until a fully executed contract has been received by the city. The firm must indemnify and hold the city harmless throughout the contract. The firm must also provide liability insurance during the term of the contract.

13. ESTIMATED QUANTITIES

Quantities stated are estimated and are not guaranteed. Quantities stated are made in good faith and will be used for award purposes. Quantities are based upon reasonable estimates, and the City of Royal Oak will not be penalized for additions or deletions from the contract within the specifications.

14. DOWNPAYMENTS AND REPAYMENTS

Any bid submitted which requires a down payment or prepayment of any kind prior to delivery of material and acceptance, as being in conformance with specifications, will not be considered for award.

15. MICHIGAN CONSTRUCTION LIEN ACT

The bidder agrees that, if awarded the Contract(s) he/she will abide by all requirements of the Michigan Construction Lien Act (P.A. 1980, No. 497) as amended and effective March 1, 1982, and to provide full and complete Sworn Statements on Owner-approved forms.

16. PUBLIC ACT 57

Public Act 57 requires contractors to provide certain notices to governmental entities concerning improvements on real property; to allow for modifications of contracts for improvement of real property; to provide for remedies; and to repeal acts and parts of acts. This contract shall comply with all applicable provisions of Public Act 57.

17. BID BOND REQUIREMENTS

Each proposal must be accompanied by a certified check or bid bond by a recognized surety company in the amount of 5 percent (5%) of the bid, payable to the City of Royal Oak as security for the acceptance of the contract. No bidder may withdraw his proposal between the date set for the opening thereof and the date upon which the Contract is awarded.

18. BOND SUBMITTAL

The bidder to whom the Contract is awarded will be required to execute the form of Contract and to furnish all bonds, certificates of insurance, and an executed Hold Harmless Agreement within ten (10) days of being requested (Sundays and legal holidays excepted) , or within such extended period as may be approved by the city; and in the case of his/her failure to do so, he/she may be considered by the city to have abandoned his/her interests in the Contract, and his/her proposal guaranty may be declared forfeited to the city, and the Contract may be awarded to another bidder.

19. BOND SUBMITTAL

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Subsequently, upon notice of award to the successful bidder, the Contractor shall qualify for, sign, and deliver to the City of Royal Oak an executed Performance Bond, an executed Labor and Materials Payment Bond, and an executed **one-year** Maintenance Bond secured by a surety company, acceptable to the City of Royal Oak by being licensed to do business in Michigan, and be included on the U. S. Treasury Department Surety List and/or have a rating of **A- or better** by A. M. Best, and/or Standard and Poors, on standard AIA forms, each in the amount of one hundred percent (100%) of the contract sum. Attorneys- in-fact, who sign Performance, Payment, and Maintenance Bonds, must file a certified copy of their power of attorney to sign such bonds. The Contractor shall pay the cost of all bond premiums.

20. BID DEPOSIT AND FORFEITURE

The bid deposit of the lowest bidder shall be forfeit if, after bid opening, a change in the bid price or other provision of the bid is required by the bidder that is prejudicial to the interest of the City of Royal Oak or fair competition.

21. PURCHASE ORDER

After the Royal Oak City Commission has approved the award, the City of Royal Oak Purchasing Agent will inform the successful bidder. The successful bidder once notified, will be required to submit the specified bonds. A purchase order will be issued in approximately one-week and released, once acceptable insurance is received. The purchase order issued in conjunction with the Contract Form from the City of Royal Oak will create a bilateral contract between the parties, and the successful bidder shall commit to perform the contract in accordance with specifications.

22. AWARD

The work shall commence immediately upon City Commission award. The designated City representative shall approve the work schedule prior to the start of the project. His/her decision as to acceptability shall be deemed in the City of Royal Oak's best interest. The City of Royal Oak is the only party to this contract that may authorize amendment of this schedule. The contractor is required to start the project within ten (10) working days after notification to start work.

23. INSURANCE

23.1. Contractor Provided Insurance

At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications indicated.

A. Vendor agrees to procure and maintain insurance coverage according to the following specifications:

- a. \$1,000,000 Combined Single Limit Commercial General Liability Broad Form Endorsement/or the following as minimum requirements:

Broad form property damage

Premises/Operations

Libel and Slander

Independent Contractors

(Blanket) Broad form Contractual

Personal Injury - delete contractual exclusion "A"

Additional Insured - the City of Royal Oak, City Agents (as defined in this

contract) and employees and elected and appointed officials of Royal Oak; The total limits of general liability coverage required herein may be satisfied with a combination of a primary and excess policy having not less than \$1,000,000 in limits, specifically listing the primary general liability policy as underlying insurance.

- b. Workers' Compensation as required by law \$100,000.00 and Employer's Liability.
- c. Automobile Liability with minimum limits of \$1,000,000 combined single limit automobile liability per occurrence, including hired and leased vehicles, and owned and non-owned.
- d. Specialized Coverage: Listed below are insurance requirements that may be requested and shall be indicated:

Professional Liability with minimum limits of \$1,000,000 per occurrence and \$1,000,000.00 aggregate, except for Construction and Maintenance Contracts only.

Errors & Omissions with minimum limits of \$1,000,000 per occurrence and \$1,000,000.00 aggregate.

Employee Dishonesty with minimum limits of \$20,000 per occurrence.

Malpractice with minimum limits of \$1,000,000 per occurrence and \$1,000,000.00 aggregate.

Garage Liability with minimum limits of \$100,000 per occurrence.

B. General Certificates of Insurance

- a. All Certificates of Insurance and duplicate policies of any outside vendor or contractor shall contain the following clauses:
 - i. "The insurance company(s) issuing the policy or policies shall have no recourse against the City of Royal Oak for payment of any premiums or for assessments under any form of policy".
 - ii. Any and all deductibles in the above-described insurance policies shall be assumed by and be or the amount of, and at sole risk of, the contractor."
- b. All Certificates are to provide 30-day notice of material change or cancellation. Certificates of Insurance and insurance binders must be

provided no less than ten (10) working days before commencement of work to the City. Insurance carriers are subject to the approval of the City.

24. SCOPE OF WORK

24.1. Scope of work

See attached documents

24.2. Special Instruction

This project is funded by the city's receipt of Community Development Block Grant (CDBG) federal funds.

The contractor, and all subcontractors, must comply with a wide variety of federal statutory requirements. Federal Labor Standards Provisions require the payment of prevailing wages.

This project is subject to The Build America, Buy America Act (BABA).

BABA was enacted as part of the Infrastructure Investment and Jobs Act on November 15, 2021, and focuses on maximizing the federal government's use of services, goods, products, and materials produced and offered in the United States. BABA requires that all iron, steel, manufactured products, and construction materials used in federally funded projects for infrastructure must be produced in the United States. Contractor shall provide chain of custody documents for BABA compliance, from any product manufacturer as part of this contract.

The work under this Contract shall be performed in accordance with the current version of the City of Royal Oak Standard Specifications for Construction and the 2020 MDOT Standard Specifications for Construction; except when modified by the special provisions incorporated in the project specifications or plans.

24.3. Payment / Compensation

The contract associated with this project does provide for the advancement of funds related to down payments to purchase permanent tangible materials.

The contract will provide the opportunity for progress payments via pay estimates based on quantities.

The contractor must provide an affidavit that all payrolls, material bills, and all other indebtedness incurred in connection with the project have been paid in full. Payment shall not be released until the Contractor has demonstrated and the city has verified complete compliance with Federal Labor Standards Provisions. Invoices shall be paid in accordance with the city's approved Accounts Payable Calendar.

25. PRICING PROPOSAL

Prices shall remain firm for 90 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

All prices quoted are to be in U. S. Currency.

ITEM DESCRIPTION

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
1	Mobilization, Max	1	Lsum		
2	Tree, Rem, 6 inch to 18 inch	2	Ea		
3	Fence, Rem	104	Ft		
4	Pavt, Rem, Modified	180	Syd		
5	Sidewalk, Rem	175	Syd		
6	Exploratory Investigation, Vertical	20	Ft		
7	Site Preparation and Grading	1	Lsum		
8	Embankment, CIP	45	Cyd		
9	Excavation, Earth	850	Cyd		
10	Subgrade Undercutting, 1 x 3, Modified	84	Cyd		
11	Erosion Control, Gravel Access Approach	1	Ea		
12	Erosion Control, Silt Sack, Modified	2	Ea		
13	Erosion Control, Silt Fence	325	Ft		
14	Project Cleanup	1	Lsum		
15	Aggregate Base, 4 inch, Modified	12	Syd		
16	Aggregate Base, 6 inch, Modified	1,570	Syd		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
17	Infield Mix - 4 inch	245	Ton		
18	Geogrid, Modified	514	Syd		
19	Sewer Tap, 12 inch	1	Ea		
20	Dr Structure Cover, Adj, Case 2	1	Ea		
21	Dr Structure Cover, Modified	2	Ea		
22	Dr Structure, 48 inch dia	1	Ea		
23	Dr Structure, Adj, Add Depth	1	Ft		
24	Underdrain, Subgrade, Open-Graded, 6 inch, Modified	1,182	Ft		
25	Conc Pavt with Integral Curb, Nonreinf, 7 inch, Modified	500	Syd		
26	Concrete Seat Wall	24	Cyd		
27	Rubberized Surfacing, Poured-in-Place	100	Sft		
28	Playground, Dbl Bay, Single Post Swing	1	Ea		
29	Aluminum Benches	2	Ea		
30	Aluminum Bleachers	1	Ea		
31	Rubberized Wear Mats, 60"x 60"	2	Ea		
32	Rubberized Wear Mats, 36"x 60"	6	Ea		
33	Relocate, Wooden, Park Sign	1	Ea		
34	Isosceles Shade Sail, Fdn	3	Ea		
35	Picnic Tables, Equipment	4	Ea		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
36	Picnic Tables, Installation Per	4	Ea		
37	Playground, Dbl Bay, Single Post Swing Installation	1	Lsum		
38	Isosceles Shade Sail, Equipment	1	Lsum		
39	Isosceles Shade Sail, Equip. Install	1	Lsum		
40	Detectable Warning Surface, Modified	13	Ft		
41	Sidewalk, Conc, 6 inch, Modified	8,640	Sft		
42	Fence, Temp	325	Ft		
43	Fence, Protective	80	Ft		
44	PVC Coated, Fence, Chain Link, 72 inch	270	Ft		
45	PVC Coated, Fence, Chain Link, 96 inch	56	Ft		
46	PVC Coated, Fence, Chain Link, 120 inch	60	Ft		
47	PVC Coated, Fence Gate, 4 foot, for 96 inch Chain Link Fence	2	Ea		
48	Wood Stockade, Fence, 72 inch	30	Ft		
49	Fence, Backstop	38	Ft		
50	Post, Steel, 3 pound	14	Ft		
51	Sign, Type III, Rem	3	Ea		
52	Sign, Type IIIB	4.5	Sft		
53	Ground Mtd Sign Support, Rem	2	Ea		

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
54	Pavt Mrkg, Waterborne, for Rest Areas, Parks, and Lots, 4 inch, Blue	19	Ft		
55	Pavt Mrkg, Preformed Thermopl, Accessible Sym	1	Ea		
56	Pavt Mrkg, Polyurea, For On-Street Parking, 4 inch, White	117	Ft		
57	Barricade, Type III, High Intensity, Double Sided, Lighted, Furn	5	Ea		
58	Barricade, Type III, High Intensity, Double Sided, Lighted, Oper	5	Ea		
59	Pedestrian Type II Barricade, Temp	2	Ea		
60	Channelizing Device, 42 inch, Fluorescent, Furn	20	Ea		
61	Channelizing Device, 42 inch, Fluorescent, Oper	20	Ea		
62	Minor Traf Devices	1	Lsum		
63	Sign, Type B, Temp, Prismatic, Furn	51.5	Sft		
64	Sign, Type B, Temp, Prismatic, Oper	51.5	Sft		
65	Sports Turf	2,835	Syd		
66	Turf Establishment, Modified	4,150	Syd		
TOTAL					

ALTERNATE NO. 1

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
67	Engineered Wood Fiber Mulch Surfacing	264	Cyd		
TOTAL					

ALTERNATE NO. 2

Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
15	Aggregate Base, 4 inch, Modified	575	Syd		
27	Rubberized Surfacing, Poured-in-Place	5,070	Sft		
TOTAL					

26. VENDOR QUESTIONNAIRE

26.1. Hold Harmless Agreement*

"To the fullest extent permitted by law, Contractor, agrees to defend, pay in behalf of indemnify, and hold harmless the City of Royal Oak, its elected and appointed officials, employees and volunteers and others working for or in behalf of the City of Royal Oak, against any and all claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Royal Oak, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Royal Oak, by reason of personal injury, including bodily injury and death; and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract."

Please confirm

*Response required

26.2. Acknowledgement*

PRICES: Prices shall remain firm for 90 days or bid award, whichever comes first, except the successful bidder whose prices shall remain firm through project completion.

ACKNOWLEDGEMENT: I, vendor, certify that I have read the Instructions to Bidders and that the bid proposal documents contained herein were obtained through the e-procurement portal.

U.S. FUNDS: All prices quoted are to be in U. S. Currency

Please confirm

*Response required

26.3. Non-Collusion Affidavit*

Please download the below documents, complete, and upload.

- [Non-Collusion Affidavit.pdf](#)

*Response required

26.4. Certification regarding debarment, suspension, and other responsibility matters*

The prospective participant certifies, to the best of its knowledge and belief, that it and its principals:

- A. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
- B. Have not, within the three-year period preceding, had one or more public transactions (federal, state, or local) terminated for cause or default; and
- C. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 1. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state, or local), or a procurement contract under such a public transaction;
 2. For the violation of federal, or state antitrust statutes, including those proscribing prices fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 3. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for the rejection of this proposal or the termination of the award. In addition, the general grant of this authority exists within the City's Charter, Chapter 12, Section 12.2- Contracts.

Please confirm

*Response required

26.5. Vendor Certification that it is not an "Iran Linked Business"*

Pursuant to Michigan law, (the Iran Economic Sanctions Act, 2012 PA 517, MCL 129.311 et seq.), before accepting any bid or proposal, or entering into any contract for goods or services with any prospective Vendor, the Vendor must first certify that it is not an "IRAN LINKED BUSINESS", as defined by law.

The vendor, with:

- A. full knowledge of all of Vendors business activities,
- B. full knowledge of the requirements and possible penalties under the law MCL 129.311 et seq. and
- C. the full and complete authority to make this certification on behalf of the Vendor, by his/her signature below, certifies that:

the Vendor is NOT an "IRAN LINKED BUSINESS" as require by MCL 129.311 et seq., and as such that Vendor is legally eligible to submit a bid and be considered for a possible contract to supply goods and/or services to the City of Royal Oak.

Please confirm

*Response required

26.6. Instructions to Bidders*

Bidder certifies that they have read the *Instructions to Bidders*.

Please confirm

*Response required

26.7. References*

Please provide 3 references containing the following information:

Agency Name

Contact Person

Contact Phone Number

Contact Email Address

Brief description of services/work performed

*Response required