



Request for Proposal

City of Taylor

Budget & Finance Dept.
Central Purchasing Division
23555 Goddard Road
Taylor, MI 48180

Bid Number: RFP-DG-2024-03-22-001	Bid Title: Taylor Animal Shelter	
Date Issued: March 22 nd , 2024	Purchasing Agent: Darin Grabowski	E-mail: dgrabowski@ci.taylor.mi.us
Date of Mandatory Pre Bid: Tuesday, April 2 nd , 2024 at 10:00am	Telephone: 734-643-9518	
Location of Pre Bid: 23555 Goddard Rd., Taylor, MI 48180 (City Hall)	Project Manager: Wayne Dutton	E-mail: wdutton@sidockgroup.com
Deadline for Questions: Friday, April 12 th , 2024 at 1:00pm	Telephone: 734-285-1924	
Proposal Due Date and Time: Monday, April 22 nd , 2024 at 11:00am	Proposal Opening Date and Time: Monday, April 22 nd , 2024 at 11:00am	

You are invited to participate in this Request for Proposal. Please submit your proposal response in conformance with the instructions specified herein.

By submitting a proposal response, the bidder agrees and promises to sell, furnish, and deliver to the City all commodities and services contained in this Request for Proposal for which a contract is awarded by the City. The bidder shall fully perform the contract in accordance with the all specifications, terms and conditions, and requirements contained in the Request for Proposal and shall comply with all applicable provisions of the City of Taylor, Purchasing Policies, made a part of the Request for Proposal and contract by reference.

Written acceptance of the bidder's proposal response by the City, by issuance of a purchase order or contract, constitutes a binding contract made and entered into by and between the City of Taylor, acting through the Purchasing Department named above, and the bidder named below:

Bidder Company Name:			
Street Address:			
P.O. Box:	City:	State:	Zip Code:
Toll Free Telephone:	Telephone:	Fax:	
Federal I.D. or Social Security No.:		E-Mail:	
Type or Print Name of Person Signing:		Title:	
Authorized Signature:			

Acceptance (For City Use Only)

Proposal response accepted and contract awarded.

By _____ Title _____

Signature _____ Date _____

Submission Instructions

Please submit directly through Bidnet if you wish, but please remember to include all required information such as pricing, company background and your bonds.

-OR-

Mail a completed and signed Request for Proposal response in a sealed envelope to the address listed below. Proposal responses received after the date and time specified on the cover sheet of this Request for Proposal will be rejected. Address the envelope containing your response in the following manner:

PROPOSAL NUMBER -
PROPOSAL OPENING DATE -
CITY OF TAYLOR
CITY CLERK'S OFFICE
23555 GODDARD ROAD
TAYLOR, MI 48180

Bidder Checklist. Have you remembered to

- | | |
|--------------------------|--|
| <input type="checkbox"/> | 1. Review all instructions, terms, conditions, and specifications to ensure your proposal response complies? |
| <input type="checkbox"/> | 2. Prepare your price: products to be used and services to be rendered? |
| <input type="checkbox"/> | 3. Indicate whether you can meet the delivery date indicated on the cover sheet? |
| <input type="checkbox"/> | 4. Complete the " <i>Cover Sheet</i> ", sign and submit with proposal package? |
| <input type="checkbox"/> | 5. Complete the " <i>Service Representative</i> " section and submit with proposal package? |
| <input type="checkbox"/> | 6. Complete the " <i>Project Specification</i> " page, sign and submit three (3) copies with proposal package? |
| <input type="checkbox"/> | 7. Mark the envelope as indicated above? |

Bidder's Instructions

1. **Addition of Terms and Conditions.** Additional terms and conditions submitted with a proposal response are of no effect unless accepted in writing by the Purchasing Department. Proposals with any additional terms and conditions may be rejected as non-responsive.
2. **Assistance to Bidders with a Disability.** Bidders with a disability that need an accommodation must contact the Purchasing Agent prior to the deadline for receipt of proposals so that reasonable accommodation can be made.
3. **Proposal Held Firm.** Proposals are not awarded at the bid opening. Proposal responses will be firm for 30 days, unless otherwise specified by the Purchasing Agent in writing.
4. **Proposal Opening.** All bids received by the time and date of the proposal opening will be publicly opened by the City Clerk's Office, with the attendance of the Purchasing Agent at the location indicated on the cover sheet of this solicitation. Interested parties are invited to attend the bid opening.
5. **Proposal Results.** Bidders desiring a copy of the proposal results are instructed to include a self-addressed, stamped, envelope with their proposal response. Proposal results will be mailed when an award decision is made. Bidders may also obtain proposal results or arrange to review the bid file by contacting the Purchasing Department.
6. **Corrections.** The bidder's authorized representative must initial any corrections and alterations (i.e. erasures, whiteouts, correction tape, etc.) made to the proposal response. Those proposal responses with corrections and alterations that are not initialed are subject to confirmation by the Purchasing Agent.

7. **Definitions:**

Bidder	Any person or firm submitting a competitive proposal in response to a solicitation.
Proposal Results	A summary of all proposal responses received and the award results
Proposal Response	The executed document submitted by a bidder in response to a solicitation.
Contractor	Any person or firm having a contract with a governmental body.
Solicitation	The process of notifying prospective bidders that the City wishes to receive bids for furnishing goods and services.

8. **Facsimile Proposal.** Proposal responses faxed to the City will be rejected. Proposals may be faxed to a third party who will put it in a properly-addressed envelope and deliver it to the City Clerk before the date and time specified in the solicitation.
9. **Late Proposal.** It is the bidder's responsibility to ensure that a proposal response is physically deposited with the City Clerk's Office prior to the date and time specified for the opening. Late proposal responses will not be opened and will be rejected regardless of the degree of lateness or the reason.
10. **Multiple Proposals.** Bidders may submit more than one bid in response to this solicitation. Each bid submitted must comply in all aspects with the bid requirements and these instructions.
11. **New Equipment and Materials.** Unless otherwise indicated in the detailed specifications of this solicitation, all equipment and materials shall be new and under current production for use in the United States.
12. **Packaging.** All commodities and equipment are to be delivered and packaged strongly and securely according to accepted commercial practices.
13. **Prices, Currency.** All prices must be in United States currency, (USD).
14. **Pricing (Unit and Total Prices).** The unit price is to be according to the unit of measurement specified in the solicitation. In the event of mathematical differences between the unit price and extended total, the unit price will prevail.
15. **Protests.** An interested party may protest the solicitation within seven days before the bid opening or protest the Notice of Intent to Award within seven (7) days after receiving notice. Notice of award will be issued only to those bidders who submitted responses to this IFB seven calendar days after award or issuance of the Notice of Intent to Award. It will be assumed that all interested parties knew or should have known all the facts surrounding the award.
16. **Questions and Clarifications.** All questions and requests for clarification regarding this solicitation must be addressed to the Purchasing Agent referenced on the cover sheet of this document. The requirements of this solicitation can only be altered by written amendment of the solicitation. Verbal communications from whatever source are of no effect. Questions must be received by the deadline specified on the cover sheet to allow the Purchasing Agent to issue any needed amendments in sufficient time before the bid opening date.
17. **Review of the Proposals.** After the proposal opening, proposals become subject to the State of Michigan public records laws. Interested parties may request public information and make arrangements to review the bid file by contacting the City Clerk's Office during normal working hours, between 9:00 a.m. and 5:00 pm., Monday through Friday, excluding holidays.
18. **Rejection.** The City reserves the right to reject any and all proposal in whole or in part. proposal responses will be rejected if:
- The proposal response is not legible.
 - The proposal response is not completed as requested.
 - The proposal response is faxed to the City.
 - The proposal response is not responsive to the specifications or other requirements of the solicitation.
 - The proposal response is received after the time and date specified.
 - The bidder was required to be registered as an approved vendor by the deadline for receipt of bids, and failed to do so.
 - The bidder is determined to be not responsible, in accordance with Section 3 of the City of Taylor, Purchasing Policy.
20. **Signature.** The bidder submitting the proposal response or that bidder's duly authorized agent or representative must sign the proposal response manually in ink. The name and title of the person signing the bid response must be typed or printed below the signature.
21. **Specifications, Brand Name or Equivalent.** Unless otherwise indicated in the detailed specifications of this solicitation, the use of a specific brand name or make/model is for illustrative purposes only, and the City will consider equivalent products. If a commodity or service put forth by a bidder is rejected as not being equivalent, the Purchasing Agent will notify the bidder of the rejection.

22. **Specifications, Compliance.** All bids submitted in response to this Request for Proposal must comply with the specifications contained herein, and the successful bidder will be held responsible. Noncompliance with specifications is grounds for rejection of the proposal response. Bidders who desire to submit commodities or services that deviate from these specifications or have any objections to the specifications stated herein must contact the Purchasing Agent in writing as soon as possible, so the Purchasing Agent can determine whether the specifications need to be amended.
23. **Taxes.** The City does not pay sales tax or federal excise tax. The federal tax-free transaction number and City sales tax exemption number is 38-6006926. The Purchasing Department will furnish a tax exempt certificate upon request.
24. **Withdrawal or changes to a proposal response prior to the proposal opening date and time.** Before the proposal opening date and time, the bidder's authorized representative may withdraw or change a bid response by making a written request to the Purchasing Agent.
25. **Withdrawals after the proposal opening date and time.** After the opening, no changes may be made to the proposal response. The bidder may make a written request to withdraw the bid response, subject to approval by the Purchasing Department. Bidders repeatedly withdrawing bids after the opening date may be removed from the City bidders list.

GENERAL CONTRACT TERMS AND CONDITIONS

1. **Affirmative Action.** The contractor will take affirmative action in complying with all Federal and State requirements concerning fair employment and employment of the handicapped, and concerning the treatment of all employees without regard to race, color, religion, sex, national origin or physical handicap.
2. **Applicable Law and Venue.** This contract is governed by and construed in accordance with the laws of the State of Michigan. Any action to enforce this contract must be brought in the District Court of Wayne County, Michigan.
3. **Assignments and Subcontracts.** The contractor may not assign or otherwise transfer or delegate any right or duty without the City's express written consent. However, the contractor may enter into subcontracts provided that any such subcontractor acknowledges the binding nature of this contract and incorporates this contract, including any attachments. The contractor is solely responsible for the performance of any subcontractor. The contractor shall not have the authority to contract for or incur obligations on behalf of the City.
4. **Binding Contract.** The acceptance of a proposal response in writing by the Purchasing Department or Entity constitutes a contract between the bidder and the City. Written acceptance from the Purchasing Department or Entity will be in the form of a purchase order, notification of award, or contract. Any oral agreement or arrangement by a bidder with a City employee or Purchasing Department or Entity will have no force or effect unless reduced to writing.
5. **Compliance with Laws.** The contractor must, in performance of work under this contract, fully comply with all applicable federal, state, or local laws, rules and regulations, including Title VI (Exhibit B) of the Civil Rights Act of 1964. Any subletting or subcontracting by the contractor subjects subcontractors to the same provision.
6. **Compliance With Public Records Law.** The contractor understands that, except for disclosures prohibited under state open records laws related to confidentiality, in MCL §Act 442 of 1976 *et seq.*, the City must disclose to the public upon request any records it receives from contractor. The contractor further understands that any records which are obtained or generated by the contractor under this contract, except for records that are confidential under in MCL §Act 442 of 1976 *et seq.*, may, under certain circumstances, be open to the public upon request under the Taylor open records law. The contractor agrees to contact the City immediately upon receiving a request for information under the open records law and to comply with the City's instructions on how to respond to the request. Bid responses are exempt records until the time and date of the bid opening.
7. **Confidentiality.** The contractor agrees not to use or disclose any information it receives from the City under this contract that the City has previously identified as confidential or exempt from mandatory public disclosure except as necessary to carry out the purposes of this contract or as authorized in advance by the City. The City agrees not to disclose any information it receives from the contractor that has previously been identified as confidential and which the City determines in its sole discretion is protected from mandatory public disclosure under a specific exception to the State public records law, in MCL §Act 442 of 1976 *et seq.*. The duty of the City and the contractor to maintain confidentiality of information under this section continues beyond the term of this contract, or any extensions or renewals of it.
8. **Contract Amendment.** After a binding contract has been entered into, no changes (i.e. substitution of product or a price adjustment) may be made, unless prior written approval has been obtained from the Purchasing Department or Entity.

9. **Inspection and investigations.** The City reserves the right to conduct inspections and investigations related to the bidder and offered commodities or services, including but not limited to the firm, its facility, personnel, qualifications, and the commodities and/or services offered to make determinations regarding compliance with the bid requirements and responsibility of the bidder.
10. **Material and Workmanship.** All material and workmanship shall be subject to inspection and testing by the City either at: the point of manufacturer, place of storage, or upon receipt.
11. **Payment Terms.** Payment will normally be made within thirty days after delivery and acceptance of commodities or services under this contract and receipt of a correct invoice. The city issued purchase order number shall be the primary identification number utilized by the city in the tracking of orders and processing of payments. A vendor's failure to comply with the following two actions could result in a delay of payment. (1) Vendors are required to visibly place the city issued purchase order number on the invoice, (2) Vendors are required to submit the invoice directly to Central Purchasing.
12. **Termination for lack of funding or authority.** This contract shall become null and void, in total or in part, should the City Council of the City of Taylor fail to appropriate funds for any or all departments, which are committed to the terms of this contract. Any such contract termination shall be at no cost to the City.
13. **Termination of Contract**

a. Termination without Cause. This contract may be terminated by mutual consent of both parties, or by either party upon 90 days' written notice.

b. Termination for Lack of Funding or Authority. The City may terminate this contract effective upon delivery of written notice to the contractor, or on any later date stated in the notice, under any of the following conditions:

- 1) If funding from federal, state, county, city, or other sources is not obtained and continued at levels sufficient to allow for purchase of the services or supplies in the indicated quantities or term. The contract may be modified by agreement of the parties in writing to accommodate a reduction in funds.
- 2) If federal, state or local laws or rules are modified or interpreted in a way that the services are no longer allowable or appropriate for purchase under this contract or are no longer eligible for the funding proposed for payments authorized by this contract.
- 3) If any license, permit or certificate required by law or rule, or by the terms of this contract, is for any reason denied, revoked, suspended or not renewed.

Termination of this contract under this subsection is without prejudice to any obligations or liabilities of either party already accrued prior to termination.

c. Termination for Cause. The City by written notice of default to the contractor may terminate the whole or any part of this contract:

- 1) Fails to begin the work within the time specified in the Contract;
- 2) Fails to perform the work with sufficient workers and equipment or with sufficient materials to assure the prompt completion of said work;
- 3) Fails to perform the work in accordance with contract requirements or refuses to remove and replace rejected materials or unacceptable work;
- 4) Discontinues the work;
- 5) Fails to resume work which has been discontinued within a reasonable time after notice to do so;
- 6) Becomes insolvent or is declared bankrupt or commits any act of bankruptcy or insolvency;
- 7) Allows any final judgement to remain unsatisfied for a period of 10 days;
- 8) Fails to comply with contract requirements regarding minimum wage payments;
- 9) Is a party to fraud; or
- 10) For any other cause whatsoever, fails to carry on the work in an acceptable manner.

d. Termination, Deliveries. If the contract is terminated for any reason, the contractor is responsible for delivery of all commodities and services ordered prior to the termination, unless those orders had been canceled by the Purchasing Department or Entity.

SPECIAL TERMS AND CONDITIONS

1. **Approved Bidder Registration.** Every person or business entity that desires to bid on contracts for commodities and services must be an approved vendor in order to be placed on the bidders list. Bidders must comply with the vendor registration requirements related to approved bidder registration as set forth in this solicitation:

Bidders Must Be Approved By Time Set For Bid Opening. Bids will only be accepted from those companies who have become approved vendors, in accordance with City Charter. Bidders that are not Approved Vendors for the City of Taylor at the time bids or proposals are opened may be rejected. Contact the Purchasing Department at 734.374.1459 to check whether your company is currently an approved vendor on the City's Approved Vendor list. Bidder registration information and forms are available on the website.

Placement on the approved vendor list does not guarantee a bidder will receive notice of every formal solicitation. Bidders must maintain current information by submitting a Notice of Change form to the City Purchasing Office (Fax 734-374-1344).

2. **Award.** Award will be made to the responsible bidder with the lowest priced bid that is responsive to the specifications and all other requirements stated herein. Award will be made as follows: **all or none.**
3. **Bid Surety, Type Of.** Each bid response must include a five (5%) percent bid surety, either in the form of:
 - a certified check
 - a bank cashier's check
 - a money order
 - a corporate surety bond from a surety company authorized to do business in the City of Taylor

Each bid response must also include a copy of the original bid bond as well as a self-addressed return envelope. Bid sureties of the non-successful bidders that are in the form of a certified check, bank cashier's check or a money order will be returned upon determination of award. The bid surety of the successful bidder(s) will be returned upon the receipt of a completed contract bond and its approval by the City.

4. **Performance Bond.** Prior to entering into a contract, the contractor will be required to furnish a performance bond in an amount equal to that of the contract that will guarantee compliance with all terms of the bids and contract. (100%)
5. **Proposal Selection.** The proposal winner will be selected following the applicable process under Section 4.8.12, Bid Evaluation of the Purchasing Policy.
6. **Pre-Qualification:** In Compliance with Section 4.8.7 of the City Purchasing Policy Manual, the requesting department may require the prequalification of vendors for the Formal Bid. The prequalification process may add up to four weeks.
7. **Bid Calculation:** In the event that the bid is generated based on single unit price, the Bid Bond and Performance Bond will be defined by the Central Purchasing Department based on historical data.
8. **F.O.B. Point and Freight.** Delivery and passage of title under this contract shall be as follows.
 - Delivery will be F.O.B. Destination to the location specified on the cover page of the solicitation. The freight is to be included in the price of the products. Title will pass to Purchasing Department or entity upon delivery to the specified destination.
9. **Descriptive Literature.** The bidder's response must include descriptive literature or detailed manufacturer's specifications for the specific equipment or commodities being offered. Bidders are instructed to clearly mark the literature information that demonstrates compliance with the specification.

10. **Estimated Volume.** Estimates are not to be considered as either a minimum or maximum, but rather an estimate based upon past and anticipated usage. The contractor or contractors will be required to furnish actual requirements upon receipt of an order. This contract will not include items of a similar nature, which must be bought for emergency use.

11. **Indemnification and Insurance Requirements.** Bidders meet the minimum requirement of \$2,000,000 in Professional Liability Insurance. The indemnification and insurance provisions are incorporated and made part of this solicitation and the resultant final contract. Objections to any of the provisions of the indemnification and insurance requirements must be made in writing to the attention of the Purchasing Agent by the time and date set for receipt of questions. No alteration of these provisions will be permitted without prior written approval from the Purchasing Department in consultation with the Taylor Risk Management Director. Upon receipt of the Notice of Award, the successful bidder must obtain the required insurance coverage and provide the Purchasing Agent with proof of coverage prior to contract approval. The coverage must be satisfactory to the Purchasing Department, in consultation with the Taylor Risk Management Director. A bidder's failure to

provide evidence of insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract. Please see (<http://www.cityoftaylor.com/rfp>)

12. **Pricing.** Pricing under this contract shall be as follows:

Firm Fixed. The total bid price is to include all discounts and deductions, and is to be less federal and City taxes, for which exemption certificates will be furnished upon request. Pricing shall be firm for the period of the contract.

13. **Purchasing Cards.** The Purchasing Department may place orders by issuance of a purchase order or may elect to place an order and make payment using a purchasing card. The contractor will accept a purchasing card without passing the processing fees for the purchase card back to the Purchasing Department or Entity.

14. **Record of Sales.** The contractor must maintain records of sales under the contract and furnish volume of sales information to the Purchasing Department within thirty (30) days upon written request of the Purchasing Department.

15. **Reference Materials.** The contractor will be required to furnish and distribute catalogs and price lists to all using entities.

16. **Servicing of the contract.** The contractor will be required to furnish not less than two (2) copies of catalogs, replacement data books, and price lists to using department. Also, the contractor will be required to provide qualified sales personnel to periodically visit using entities to provide assistance and guidance connected with contract item usage.

17. **Service Representative.** The contractor must provide a dedicated service representative to provide support for this contract. The contractor shall provide the name and contact information for the service provider. During the contract period, the contractor shall notify the Purchasing Agent in the event the contractor's service representative changes.

Name Of Service Representative:	
Address Of Service Rep:	
City & City & Zip Code	
Phone Number:	
Toll Free Number:	
Fax Number:	
E-Mail Address:	

PROPOSAL SPECIFICATIONS

- All specifications are attached separately.
- Please make note of the 5% bid bond and 100% performance bond upon award.
- Please note that per City of Taylor Charter, living wage applies.
- Living wage means an hourly wage rate which on an annual basis (based on 40 hours per week, 50 weeks per year) is equivalent to either of the following:
 - (2) 125 percent of the federal poverty level; or
 - (2) 100 percent of the federal poverty level, if health care benefits are provided to the employee.
- The selection process will consist of two phases, the initial RFP which will be scored according to the criteria table attached in this document, which will then result in contractors being selected and scheduled for interviews to select the contractor who will be proposed to the Taylor City Council and Taylor Tax Increment Finance Authority for a recommendation for award.

TIMELINE OF EVENTS

RFP Posting: Friday, March 22nd 2024

Mandatory Onsite Pre-bid Meeting: Tuesday, April 2nd, 2024 at 10:00am EST

Last day for bidders to submit questions (RFI's): Friday, April 12th, 2024

Bid Due Date: Monday, April 22nd 2024 at 11:00am

Public Proposal Opening: April 22nd 2024 at 11:00am

Estimated interview dates: May 6th – 8th, 2024.

PREBID MEETING

Pre-bid meeting will begin at Taylor City Hall (23555 Goddard Rd. Taylor, MI 48180)

RESPONSE ADDITIONAL REQUIREMENTS

Please provide 3 references either in your proposal or in the attached table.

Reference Name	Reference Company Name/Point of Contact	Reference Address	Reference Phone
Reference #1			
Reference #2			
Reference #3			

Please provide 3 completed projects similar in size/scope that have been awarded by a government entity.

Project Name	Project Cost	Date of Completion	Location/Government Entity

Please provide a list of subcontractors to be used either in your proposal or in the attached table.

<i>Subcontractor Scope</i>	<i>Subcontractor Name</i>	<i>Subcontractor Address</i>	<i>Subcontractor Phone</i>
<i>Excavation/Site</i>			
<i>Foundations</i>			
<i>Plumbing</i>			
<i>Electrical</i>			
<i>HVAC</i>			
<i>Rough Carpentry</i>			
<i>Finish Carpentry</i>			
<i>Steel</i>			
<i>Masonry</i>			
<i>Roofing</i>			
<i>Painting</i>			
<i>Flooring</i>			
<i>Drywall</i>			
<i>Glazing</i>			
<i>Fire Protection</i>			
<i>Landscaping</i>			

Please denote the allowance amount for each of the allowances listed on drawing sheet CS-001.

<i>Bid Allowance</i>	<i>Allowance Amount (\$)</i>
<i>Carport</i>	
<i>Dog Run Sheds</i>	
<i>Storage Shed</i>	
<i>Exterior Signs</i>	
<i>Appliances</i>	

Please utilize this section to breakdown cost by scope of work.

Scope	Amount (\$)
Site Excavation	
Foundations	
Plumbing	
Electrical	
HVAC	
Rough Carpentry	
Finish Carpentry	
Steel	
Masonry	
Roofing	
Painting	
Flooring	
Drywall	
Glazing	
Fire Protection	

<i>Landscaping</i>	
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ACKNOWLEDGEMENTS AND LUMP SUM BID PRICE

Phase Acknowledgement

Recognition & Acceptance: In signing this page, I recognize and acknowledge that construction phasing is included within the base bid (construction phasing description can be found on drawing sheet CS-001.)

AUTHORIZED SIGNATURE OF BIDDER: _____

DATE: _____

AIA Billing Acknowledgement

Recognition & Acceptance: In signing this page, I recognize and acknowledge that all billing to the City of Taylor will follow AIA billing standards (utilizing the G702 and G703 billing documents.)

AUTHORIZED SIGNATURE OF BIDDER: _____

DATE: _____

<i>Contractor Name</i>	<i>Lump Sum Bid Amount (\$)</i>

<i>Estimate Length of Construction (If Awarded on June 11th)</i>	<i>Estimated End Date of Construction (If Awarded on June 11th)</i>

Scoring Criteria Phase 1 – For City of Taylor Purchasing Department Use Only (Provided as Example)

<i>Factor</i>	<i>Points Available</i>	<i>Vendor A</i>	<i>Vendor B</i>	<i>Vendor C</i>	<i>Vendor D</i>
Proposed Price	50				
Vendor Experience in Similar Size/Scope Work (Government Work)	20				
Contractor's Ability to Meet Guidelines and Timelines	15				
Reference Check	15				
Total Available Points: 100					

EXHIBIT A

INSURANCE REQUIREMENTS

**THE FOLLOWING INSURANCE AND
INDEMNIFICATION REQUIREMENTS CAN NOT BE
SATISFIED WITH YOUR USUAL “CERTIFICATE OF
INSURANCE”**

**Please read the requirements prior to issuing any
documents.**

Special attention should be paid to item “E”

**The contractor also must sign and return this form to
the City of Taylor.**

**City of Taylor
INSURANCE AND INDEMNIFICATION
REQUIREMENTS**

CATEGORY IV

Contractors Doing Work for the City of Taylor

IN CONSIDERATION OF THE CITY OF TAYLOR RETAINING THE UNDERSIGNED
CONTRACTOR FOR THE WORK TO BE PERFORMED FOR THE PROJECT

THE UNDERSIGNED ACCEPTS AND AGREES TO COMPLY WITH THE FOLLOWING
INSURANCE AND INDEMNIFICATION REQUIREMENTS FOR THE WORK:

A. General Liability Coverage to be obtained:

- 1) Minimum limit of \$1,000,000 per occurrence, \$2,000,000 aggregate.
- 2) Include products & completed operations coverage.
- 3) Fire legal coverage of \$100,000 for projects involving a City-owned structure.

B. Automobile Liability Coverage to be obtained:

Minimum of \$1,000,000 combined single limit.

C. Workers Compensation Coverage to be obtained:

Minimum Employers Liability limits of \$100,000 each accident; \$500,000 disease
policy limit and \$100,000 disease each employee.

D. The insurance carrier must have an A.M. Best rating of A- ,VII or better.

E. The City of Taylor must be made an additional insured on all **General Liability Policies** by using one of the following methods:

1. If a written contract has been signed for the work to be performed and the Contractor's General Liability Insurance Policy contains a "Blanket Additional Insured" endorsement which provides for additional insured status "as required by contract", a Certificate of Insurance stating that the Blanket Additional Insured endorsement is included in the G/L policy will be acceptable. However, the "Blanket Additional Insured Endorsement" must also state that it is primary and the additional insured's insurance coverages are non-contributory. If this is not stated then a "Waver of Subrogation" will be required.
2. A standard certificate of Insurance. Also, endorsement CG 2026, or it's equivalent, showing the following language will be acceptable:

"The City of Taylor, and its Officials, Officers, Agents, Representatives, Employees, Boards, Commissions, and Volunteers are named as additional insured parties and this coverage shall be considered to be primary coverage to these additional insureds and the City of Taylor's insurance coverage is non-contributory".

F. The **Description of Operation** section of the Certificate of Insurance **must** describe the project, event, service, etc.

G. If, in the opinion of the Risk Management Committee, the liability exposure to the City is greater than anticipated by these guidelines, the following additional requirements may apply:

1. Owners Protective Liability:

Minimum Limit of Liability in the amount of \$1,000,000 per occurrence, \$2,000,000 aggregate.

2. Higher limits of liability and/or higher A.M. Best Ratings, subject to City Council approval.

H. The Contractor shall save harmless, indemnify and defend the City of Taylor and it's officials, agents, officers, employees, and representatives from and against any and all claims, actions, losses, liabilities, injuries, damages, expenses, and attorney fees which arise out of or involve the performance of the work or the completion of the work for this project.

CONTRACTOR

X _____
SIGNATURE

DATED: _____

EXHIBIT B

Title VI

During the performance of this contract, the contractor, for itself, its assignees and successors, in interest (hereinafter referred to as the “contractor”) agrees, as follows:

1. **Compliance with Regulations:** The contractor shall comply with Regulations relative to nondiscrimination in Federally-assisted programs of the Department of Transportation, Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection, retention, and treatment of subcontractors, including procurements of materials in the discrimination prohibited by Section 21.5 of the Regulation, including employment practices when the contractor covers a program set for in Appendix B of the Regulations.
3. **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 the contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations, or directives issues pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State Highway Department or the Federal Highway Administration to be pertinent to ascertain compliance with such Regulations or directives. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the State Highway Department or the Federal Highway Administration, as appropriate, and shall set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event the contractor’s noncompliance with the nondiscrimination provisions of this contract, the State Highway Department shall impose such contract sanctions as it or the Federal Highway Administration may determine to be appropriate, including, but not limited to:
 - a. Withholding 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.

6. **Incorporation of Provisions:** The contractor shall include provisions of paragraphs (1) through (6) in every subcontract, including procurement of material and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the State Highway Department or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State Highway Department to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.