



REQUEST FOR PROPOSAL

DDA RFP 24 - 03

PARKING LOT REPAIR AND MAINTENANCE – TARR LOT

Location: 115 N. Broadway St., Lake Orion MI 48362

The Lake Orion Downtown Development Authority (hereinafter “DDA”) anticipates the following timeline and is prepared to exercise flexibility for the purpose of finding the right fit with a qualified vendor or for other purposes deemed to result in added value:

RFP Released	Thursday October 17, 2024
Pre-proposal Questions Due	Monday October 28, 2024 at 3:00pm
Proposals Due	Monday, November 4, 2024 at 3:00 PM
Board Award	Tuesday November 19, 2024

DDA is accepting firm, sealed proposals for Parking Lot Reconstruction in front of the new lab located in Howell, Michigan.

Your proposal and two copies marked “**DDA RFP 24-03 TARR LOT**” must be delivered no later than Monday November 4, 2024 at 3:00 p.m., to the Lake Orion Downtown Development Authority at 118 N. Broadway St., Lake Orion MI 48362. All bids will be publicly opened immediately thereafter. Bid proposals received after this time will not be considered or accepted.

All questions regarding the services specified, or the RFP terms and conditions will be accepted in writing ONLY and subsequently answered through an addendum to all interested parties. Questions must be received no later than 3:00pm, Monday October 28, 2024 (at no other time prior to the RFP opening will questions/concerns be addressed or accepted) and may be emailed as a Word document to: gibb@downtownlakeorion.org.

The contents of RFP and Bidder’s (also referred to as Contractor in these documents) Proposal will become contractual obligations, if a contract ensues. Failure of the Bidder to accept these obligations will result in cancellation of the award. Award of a contract by the District is subject to the Contractor executing a Contract, which shall incorporate the contents of this RFP and the Contractor’s Proposal and final approval if the same by the Village of Lake Orion.

In compliance with MCL 380.1267, the bid shall be accompanied by a sworn and notarized statement disclosing any familial relationship that exists between the owner or any employee of the bidder and any member of the Village of Lake Orion of the Lake Orion DDA.

The Lake Orion Downtown Development Authority reserves the right to accept or reject any or all bids, either in whole or in part; to award contract to other than the low bidder; to waive any irregularities and/or informalities; and in general to make awards in any manner deemed to be in the best interest of the owner.

OVERVIEW

This is a Request for Proposal with the primary objective of reconstructing and repairing portions and areas of deteriorated pavement at the lot located at 115 N. Broadway St. in Lake Orion. All repairs should be shaped symmetrically where possible. There should be 2.5 inches of compacted base asphalt MDOT 100L and 1.5 inches compacted surface asphalt MDOT 1100T. With all bond coats and striping included. This will include all excavation that will be needed.

OWNER EXPECTATIONS

The Owner is seeking a vendor with experience in providing similar services to other educational institutions. It is anticipated that the selected vendor will have extensive experience.

CONFIDENTIAL INFORMATION

As a public entity, DDA is subject to the Michigan Freedom of Information Act (FOIA). Information contained in proposals may be subject to FOIA requests.

COMPLIANCE OF AWARDED VENDOR

Vendor agrees to comply with all federal, state, and local laws, rules, regulations, executive orders, and ordinances that may be applicable to the vendor's performance of its obligations under this contract. Prior to the issuance of a purchase order authorizing commencement of this project, and in all cases before beginning work under the contract, the awarded vendor will provide adequate insurance per the requirements stated herein.

RIGHT TO REQUEST ADDITIONAL INFORMATION

The Owner reserves the right to request any additional information that might be deemed necessary after the completion of this document.

RIGHT OF REFUSAL

The DDA reserves the right to accept or reject any or all proposals, in whole or in part; to award to other than the low vendor; to waive any irregularities and/or informalities; and, in general, to make awards in any manner deemed to be in the best interests of the owner.

COSTS

The vendor is responsible for any and all costs incurred by the vendor or his/her subcontractors in responding to this request for proposal. Fees quoted must remain firm throughout this project except for changes in scope. All scope changes must be approved in writing in advance of the vendor performing the work. Fees quoted must include all expenses for this project.

CONTRACT REQUIREMENTS

DDA considers this RFP legally binding and will require that this Request for Proposal and the resulting vendor proposal be included as addenda to any subsequent contracts between the vendor and the Owner. It should be understood by the vendor that this means DDA expects the vendor to satisfy substantially all requirements and reports listed herein. Exceptions should be explicitly noted in the vendor proposal or the lack thereof shall be considered acceptance of all of the specifications as presented in the RFP.

SURVIVAL CLAUSE

All duties and responsibilities of any party that, either expressly or by their nature, extend into the future, shall extend beyond and survive the end of the contract term or cancellation of this Agreement.

NONDISCRIMINATION BY VENDORS OR AGENTS OF VENDOR

Neither the vendor nor anyone, with whom the vendor shall contract, shall discriminate against any person employed or applying for employment concerning the performance of the vendor responsibilities under this Agreement. This discrimination prohibition shall apply to all matters concerning race, color, sex, religion, age, national origin, or ancestry. A breach of this covenant may be regarded as a default by the vendor of this Agreement.

INSURANCE AND INDEMNIFICATION

The vendor agrees to indemnify, hold harmless and defend DDA and its agents, officials and employees from any liability, claim or injury, related to or caused by fault or negligence of vendor employees or Agents. The promise to indemnify, defend and hold harmless shall not apply to liability which results from the sole negligence or willful misconduct of DDA, its employees or agents. The vendor must provide DDA adequate insurance throughout this project as follows: Satisfactory Workers' Compensation coverage and General Liability and Property Damage Insurance of at least \$1,000,000.00 per occurrence and \$2,000,000.00 in Aggregate must be carried and paid for by vendor who undertakes the work on this contract. Insurance coverage must also include automobile insurance of at least \$1,000,000.00.

STANDARD FORMS AND CONTRACTS

Any forms and contracts the vendor proposes to include, as part of any agreement resulting from this RFP between the vendor and DDA must be submitted as part of the proposal. Any forms and contracts not submitted as part of the RFP and subsequently presented for inclusion may be rejected. This requirement includes, but is not limited to, the following types of forms: subcontractor, franchise, warranty agreements, maintenance contracts, and support agreements.

NON-COLLUSION COVENANT

The vendor hereby represents and agrees that it has in no way entered into any contingent fee arrangement with any firm or person concerning the obtaining of this Agreement. In addition, the vendor agrees that a duly authorized vendor representative will sign a non-collusion affidavit, in a form acceptable to DDA that the Vendor has received no incentive or special payments, or considerations not related to the provision of services described in this Agreement.

SCOPE

DDA is soliciting proposals from qualified vendors for a parking lot repair and reconstruction of deteriorated pavement at 115 N. Broadway St., Lake Orion Michigan. All repairs will be shaped symmetrically where possible. There should be 2.5 inches of compacted base asphalt MDOT 100L and 1.5 inches compacted surface asphalt MDOT 1100T, which includes all bonding agents and stripping of the parking lot. This will include all excavation that will be needed.

PROPOSAL FORM

DUE: Monday November 4, 2024 at 3:00pm

PROPOSAL: DDA RFP 24 - 003 TARR LOT

We propose to professionally reconstruct and reinstall _____ square feet of deteriorated pavement. All repairs will be shaped symmetrically where possible. There should be 2.5 inches of compacted base asphalt MDOT 100L and 1.5 inches compacted surface asphalt MDOT 1100T. With all bond coats included. This will include all excavation that will be needed.

THE SCHEDULE OF WORK AND COST IS ATTACHED HERETO IN A SINGLE SHEET

BIDDER'S FIRM NAME _____

ADDRESS _____

CITY/STATE _____ ZIP _____

TELEPHONE NUMBER _____ FAX # _____

Primary Contact _____ TITLE _____

E-MAIL ADDRESS _____

THREE REFERENCES

Company	Person to Contact	Phone Number
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EXCEPTIONS TO SPECIFICATIONS:

Interested vendors will note by separate attachment any additional information, criteria or contingencies affecting their proposal, understanding that this additional information, criteria or contingency may be utilized in the evaluation process and subsequent award.

The undersigned certifies that the information provided in its submission of response to DDA RFP 24 - 03 is a true representation of its company's qualifications and agrees to comply with these assurances following award of the RFP.

Signature: _____

Printed Name: _____

DDA RFP NO. 24-03
NON-COLLUSION CERTIFICATE

STATE OF MICHIGAN)
) ss.
COUNTY OF _____)

The undersigned, being duly sworn, deposes and says that the person or business herein named, has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competition in the preparation and submission of a proposal to DDA for consideration in the award of a contract on the improvement described as follows:

(Name of Firm)

By: _____ (Authorized Signature)

Title: _____

Sworn to before me this _____ day of _____, 2024.

Notary Public

