CITY OF DEARBORN

Home Town of Henry Ford

JOHN B. O'REILLY, JR., MAYOR



REQUEST FOR QUOTES FOR REPLACEMENT OF (16) EXTERIOR DOORS AT (4) DEARBORN PARK BUILDING LOCATIONS NO. 100119

Issue Date: October 15, 2009

Mandatory Job-Site:

Walkthrough

Tuesday, October 20, 2009 at 10:00 am. Meet to Dunworth Pool, Levagood Park 801 Denwood, Dearborn, MI 48128

Quote Deadline: October 22, 2009 at 3:00 PM Local Time

City of Dearborn

Purchasing Division, 3rd Floor

4500 Maple Road Dearborn MI 48126

Purchasing Contact: Bill Goodwin, Buyer

Phone: (313) 943-2483 or (810) 599-3474

Fax: (313) 943-2420

Email: wgoodwin@ci.dearborn.mi.us

DESCRIPTION: Quotes are being solicited for the purpose of contracting for the replacement of (12) exterior doors and frames at Dunworth Pool, Levagood Park; (2) exterior doors and frames at Hemlock Cabin, Hemlock Park; (1) exterior door and frame at Ford Woods Pool, Ford Woods Park; and (1) exterior door and frame at Whitmore-Bolles Pool, Whitmore-Bolles Park for the Recreation Department, City of Dearborn.

This solicitation, along with all Attachments may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info. Special Note: Any and all Addenda issued by the City of Dearborn must be viewed or downloaded from the above listed websites.

Fax, Email, or deliver the completed Quote Form to the fax number/email address/ street address above by the Quote Deadline.

SPECIFICATIONS/SCOPE OF WORK

- 1) SCOPE OF SERVICES: The scope of work shall include complete replacement of (16) exterior doors and frames as specified: quantity (12) at Dunworth Pool (multiple locations), Levagood Park, 801 N. Denwood, Dearborn; quantity (2) at Hemlock Cabin (north and south sides), Hemlock Park 13355 Hemlock, Dearborn; quantity (1) at Ford Woods Pool (east side), Ford Woods Park 5700 Greenfield, Dearborn; and (1) at Whitmore-Bolles Pool (east side), Whitmore-Bolles Park 21854 Notre Dame, Dearborn.
 - a) Mobilization: Furnish all labor, materials, necessary tools, equipment, supervision and other necessary services to perform and complete the project. This includes compliance with all applicable sections of Dearborn Building Code and other related ordinances.
 - b) Quantity Verifications: The contractor shall measure and verify quantities of materials required to complete total job. Every effort has been made to provide the correct information. However, a site visit and field check to verify the information is mandatory before firm's quote submittal is accepted. Mandatory site visit is scheduled and location, date and time can be found on front sheet of this Request for Quote (RFQ).
 - c) Door handles vary by location. Kick plates are required. Thresholds and sweeps are to be replaced. Perimeter seals are required. Door closers and some kick downs are required as well.
 - d) All door hinges and mounting fasteners must be stainless steel.
 - e) All materials (floor sweeps, perimeter seal kits, thresholds, re-inforcer pivots, etc) must be aluminum of an industrial grade.
 - f) All door installations must be made per the manufacturer's recommendations.
 - g) All of the metal surfaces of the new doors and frames must be oil-based paint primed and then painted with two (2) coats of Rust-Oleum oil-based enamel. The City to select the color of paint after award of job.
 - h) Contractor shall provide minimum 2 year unlimited warranty on all parts, labor and material.
 - i) All debris and replaced materials resulting from the project shall be removed and hauled away expeditiously off site and shall be considered property of the Contractor.
 - j) Security: If work extends beyond work day and any door is not completed it will be the contractor's responsibility to secure site against theft.
 - k) Contractors are advised that their employees must act in a polite and professional manner toward all parties encountered at all park locations. All contractor employees assigned to the Dearborn project shall carry proper company identification. Contractor is to limit use of the premises to construction activity.
 - I) Contractor shall use every available precaution to provide for the safety of City employees, visitors to the site, and all connected with the work performed.
 - m) Special Precautions: Contractor shall be responsible for protection of any City and adjacent property / buildings against damages caused by workmen, their equipment and materials. Such damages, if any, shall be repaired and rectified, at contractor's expense, to the satisfaction of the City and / or adjacent property owner.
 - n) All work shall be performed in a professional manner and shall be consistent with the practices of the trade. No subcontracting will be permitted on this job.
 - o) <u>Completion Date:</u> Start & finish date for this project is to be coordinated between the selected contractor and Recreation Director or his designee.
- 2) **SPECIFICATIONS:** All pedestrian doors are to be full frame steel construction (similar to doors & frames being replaced). All door frames are to be 16 gauge welded steel; all doors shall be 18 gauge galvanized steel construction. By location, door specifications are:
 - a) Ford Woods Pool, Ford Woods Park, (1) door east side of building: Remove & dispose of existing door and frame & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 40-inches X 82-inches; (3) ball bearing hinges; pull handle, push plate, door closer, hold down kick down; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate. Include deadbolt less core in door.

plate.

b) Whitmore-Bolles Pool, Whitmore-Bolles Park, (1) door east side of building: Remove & dispose of existing door and frame & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 40-inches X 82-inches; (3) ball bearing hinges; pull handle, push plate, door closer, hold down kick down; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate. Include deadbolt less core in door.

c) Hemlock Cabin, Hemlock Park, (1) door south side of building: Remove & dispose of existing door

- and frame & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 40-inches X 82-inches; (3) ball bearing hinges; door closer with "hold open" arm; rim exit device; use "existing" exterior hardware (thumb control), aluminum threshold, perimeter seal, brush bottom sweep and kick plate.

 Hemlock Cabin, Hemlock Park, (1) door north side of building: Remove & dispose of existing door and frame & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 36-inches X 80 & 1/2-inches; (3) ball bearing hinges; door closer with "hold open" arm; rim exit device; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick
- d) Dunworth Pool, Levagood Park, (1) outer door, Girls Bath House: Remove & dispose of existing door and frame & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 39 & 1/4-inches X 81 & 3/4-inches; (3) ball bearing hinges; double cylinder deadbolt less core; aluminum pull handle & push plate; door closer with "hold open" arm; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate.
- e) Dunworth Pool, Levagood Park, (2-door) Storage Room doors: Remove & dispose of existing doors and frame & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 64-inches X 82-inches; 2-bar astragal w/flush bolts; (6) ball bearing hinges; (1) mortise lock lever, entrance function w/deadbolt & (1) mortise cylinder less core; door closer; (2) kick downs to hold open; aluminum threshold, perimeter seal, (2)brush bottom sweeps and (2) aluminum kick plates.
- f) Dunworth Pool, Levagood Park, (1) Main Office door: Remove & dispose of existing doors and frame & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 64-inches X 82-inches; (3) ball bearing hinges; aluminum pull handle & push plate, (1) single deadbolt less core; door closer; kick down to hold open; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate.
- g) Dunworth Pool, Levagood Park, (1) Ranger Office door: Remove & dispose of existing doors and frame & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 36-inches X 82-inches; (3) ball bearing hinges; aluminum pull handle & push plate, (1) single deadbolt less core; door closer; kick down to hold open; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate.
- h) Dunworth Pool, Levagood Park, (1) Maintenance Office door: Remove & dispose of existing doors and frame & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 40-inches X 82-inches; (3) ball bearing hinges; aluminum pull handle & push plate, (1) single deadbolt less core; door closer; kick down to hold open; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate.
- i) Dunworth Pool, Levagood Park, (1) door at Entry to Lifeguard Breakroom From Boys area: Remove and dispose of existing door & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 40-inches X 82-inches; (3) ball bearing hinges; aluminum pull handle & push plate, (1) single deadbolt less core; door closer; kick down to hold open; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate.
- j) Dunworth Pool, Levagood Park, (1) door at Girls Changing Room entrance: Remove and dispose of existing door & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 44-inches X 82-inches; (3) ball bearing hinges; aluminum pull handle & push plate, (1) single deadbolt less core; door closer; kick down to hold open; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate.
- k) Dunworth Pool, Levagood Park, (1) door at Boys Changing Room entrance: Remove and dispose of existing door & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 44-inches X 82-inches; (3) ball bearing hinges; aluminum pull handle &

- push plate, (1) single deadbolt less core; door closer; kick down to hold open; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate.
- Dunworth Pool, Levagood Park, (1) door at Boys Shower to Pool entry/exit: Remove and dispose of existing door & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 39 & 3/4-inches X 82-inches; (3) ball bearing hinges; aluminum pull handle & push plate, (1) double cylinder deadbolt less core; door closer; kick down to hold open; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate.
- m) Dunworth Pool, Levagood Park, (1) door at Employee Unisex Bathroom: Remove and dispose of existing door & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 36-inches X 82-inches; (3) ball bearing hinges; aluminum pull handle & push plate, (1) single cylinder deadbolt less core; door closer; kick down to hold open; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate.
- n) Dunworth Pool, Levagood Park, (1) side door at Pool Garage: Remove and dispose of existing door & related materials. Provide & install (all new & unused) frame and door; frame opening approximately 36-inches X 82-inches; (3) ball bearing hinges; aluminum pull handle & push plate, (1) single cylinder deadbolt less core; door closer; kick down to hold open; aluminum threshold, perimeter seal, brush bottom sweep and aluminum kick plate.
- **3) MINIMUM QUALIFICATIONS**: Respondents will be deemed non-responsible and rejected without any further evaluation if they do not meet the following qualifications:
 - a) Contractor must be a fully-insured window & door contractor.
 - b) Contracting firm must be a fully-established business operating under its submittal name for five (5) years minimum.
 - c) Contractor must provide three (3) references where contractor has provided similar services over the past two (2) years; provide firm name, contact name (phone number and email address) and type service provided. Failure to provide this information will render quote submittal as nonresponsive and rejected without further evaluation.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

- 1) **SITE TOUR:** It is mandatory that prospective contractors review site and conditions at Mandatory Site Walkthrough noted on page one of RFQ solicitation. All qualified bidders must attend this scheduled walkthrough.
- 2) **CONTRACT AWARD:** This contract is intended to be awarded as a whole.
- 3) **ESTIMATED QUANTITIES:** The quantities shown are estimates only and the City reserves the right to increase or decrease amounts as circumstances may require.
- 4) INSURANCE SUBMISSION REQUIREMENTS: The Contractor must submit proof that they meet all City insurance requirements prior to receiving an executed contract and purchase order. Proof of insurance as stated below will be required within 5 days of request. To expedite the process, a copy of your current coverage may be submitted with your quote.

5) STANDARD INSURANCE REQUIREMENTS:

- a) Commercial General Liability Coverage: Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: "The City of Dearborn, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City". The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
- b) Workers Compensation Coverage: At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employers Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
- c) <u>Automobile Liability Coverage</u>: The Automobile Liability Coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- d) The insurance carrier must have an A.M. Best Company rating of A-, VII or better.
- e) Cancellation clause of insurance shall identify not less than thirty (30) days.
- f) The City reserves the right to require complete, certified copies of all required insurance policies at any time.

SFQ/PO TERMS AND CONDITIONS OF AGREEMENT

- 1) **Assignment/Transfer:** Assignment or transfer of this contract without written consent of the City (Purchaser) may be construed by the Purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
- 2) Inspection: All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Contractor's (Seller's) plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
- 3) FOB and Risk of Loss: All items must be FOB Destination and all freight charges must be included in the Proposal unless otherwise indicated in this document regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 4) **Payment Terms:** Payment will be 2 % 10 days Net 30 unless otherwise specified by the City.
- 5) **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 6) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 7) **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
- 8) **IRS Form W-9:** Seller must have on file with the City an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 9) Compliance with Laws: Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or Municipal laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 10) **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 11) **Termination:** When in the City's best interest, the City may unilaterally cancel this agreement at any time, whether or not the Contractor is in default of any of its obligations hereunder. Under any such cancellation, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City agrees that the Contractor shall be paid for items and/or services already accepted by City, but in no event shall the City be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.

- 12) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 13) **Records and Right to Audit:** Whenever the City enters into any type of contractual arrangement including but not limited to lump sum contracts (i.e. fixed price or stipulated sum contracts), unit price, cost plus or time & material contracts with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction at during normal business working hours. The City's representative or an outside representative engaged by City may perform such audits. The City or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment or longer if required by law.
 - a. Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the City in connection with rite contractor's dealings with the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of: a) contractor compliance with contract requirements, b) compliance with the City's Charter and policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the contractor or his payees.
 - b. Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will cancel Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials and data.
 - c. The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
 - d. If an audit inspection or examination in accordance with this Article, discloses overpricing or overcharges (of any nature) by the contractor to the City in excess of one-half of one percent (.5%) of the total contract billings the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to Contractor.

- 14) **Permits:** Any permits for the demolition or construction of work included under this contract which are required by any of the legally constituted authorities having jurisdiction, shall be obtained by the contractor. Any permits required by the City Building and Safety Department must be obtained. Permit fees will not be waived. In all cases where inspection of the work is required and / or where portions of the work are specified to be performed under this direction and / or inspection of City, the contractor shall notify the City in advance of the time of such inspection and / or direction required.
 - Any necessary re-inspection or alterations needed because of failure of the contractor to have required inspections shall be performed at the contractor's expense. Contractor must be licensed with the State of Michigan and register with the City of Dearborn before obtaining any permit(s). Registry with the City of Dearborn is handled through the City Clerk Office.
- 15) **Complete Agreement:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 16) Liability and Indemnity: Contractor agrees to protect, defend, reimburse, indemnify and hold the City, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City is solely at fault.
- 17) **Records:** The City reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
- 18) **Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage provided by (a) company(s) licensed to conduct business in the State of Michigan acceptable to the City with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Instructions, Terms and Conditions.
- 19) **Noncompliance:** Failure to deliver in accordance with specifications will be cause for the City to cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.
- 20) Protection of Resident Workers: City supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The City shall have the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 21) **Non-Discrimination Clause:** The bidder agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for

in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The bidder further agrees to require similar provisions from any subcontractors, or suppliers.

- 22) **Subcontracting:** The use of a subcontractor is not permitted on this job.
- 23) **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.

TOTAL PRICE: \$

QUOTE FORM

BID PRICE: This project is to be performed for the City. Review the Specifications/Scope of Work and provide a not to exceed total price that is inclusive of all expenses in accordance with the specifications, terms and conditions that are to be considered an integral part of this quote:

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OBLIGA1	ΓΙΟΝ:				
Contracto		d goods and/or	e Form, hereby agrees to be obligated, if some services to the City, in accordance with seed the Figure 1.		
COMPLIA	ANCE:				
of the Ci Responde	ity of Dearborn's and ent will comply with the	City's Charter City's and Ci	sents they are in compliance with any applicand Code of Ordinances and if awarded ty's Charter and Code of Ordinances. Also legal authorization to bind the firm hereund	d the contract, o, Respondent	
Business Name			Signature of Person Authorized to Sig	Signature of Person Authorized to Sign	
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