



## Financial Services – Purchasing Division

### NOTICE

Thank you for your inquiry regarding the City of Pontiac project listed below:

#### Security System Upgrades Project

If your firm plans to bid on this project, please send an e-mail response to [MMcKenzie@pontiac.mi.us](mailto:MMcKenzie@pontiac.mi.us) with the following information:

Firm Name: \_\_\_\_\_

Project Name: \_\_\_\_\_

Firm's Contact Person: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Postal Address: \_\_\_\_\_

The City of Pontiac Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Pontiac, you will not receive any follow-up notification of any changes to the project.

## NOTICE TO BIDDERS

The City of Pontiac will open sealed bids on **Tuesday, December 12, 2017 at 2:00 p.m.** prevailing local time in the City Hall Lion's Den conference room at 47450 Woodward Ave for:

### **Security System Upgrades Project**

You are invited to submit a bid for this project. Sealed bids may be mailed or delivered to the CITY OF PONTIAC, CITY CLERK, 47450 Woodward Ave., Pontiac, MI 48342 by **2:00 PM, Tuesday, December 12, 2017.** Envelopes should include the name and mailing address of the vendor on the outside and be plainly marked:

### **"Security System Upgrades Project"**

No proposal submitted may be withdrawn for at least ninety (90) days after the actual opening of the proposal.

A **MANDATORY** pre-bid meeting will be held at Pontiac City Hall, 47450 Woodward Ave., Pontiac, MI, 48342, on **Monday, December 04, 2017 at 10:00 AM.** There will be a walk-through of City Hall and the Oakland County Sheriff's Department building, located next to Pontiac City Hall, at 110 E Pike Street, Pontiac, MI 48342. The proposal and contract requirements will be discussed at said meeting and it is **mandatory** that all bidders attend. **All contractors will need to provide ID and prove they represent their company.**

Please refer to the website for any addenda that may be issued. Bidders who submit bids before the deadline are advised to continue to monitor the website for any addenda that may be issued.

Purchasing: <http://www.pontiac.mi.us/departments/finance/purchasing.php>

The City reserves the right to reject any or all bids, to waive any irregularities, and further reserves the right to accept any bid or parts of bids that it deems to best serve the interest of the City.

If you have any general questions regarding this RFP, please contact Michelle McKenzie, Purchasing Agent, at (248) 758-3120 or send an email to [MMcKenzie@pontiac.mi.us](mailto:MMcKenzie@pontiac.mi.us)

If you have technical questions regarding the RFP they should be directed, via e-mail, to the following contact John Balint, Interim DPS Director, [jbaling@pontiac.mi.us](mailto:jbaling@pontiac.mi.us) by **4:00 PM EST on Thursday, December 7, 2017:**

Responses to all questions received will be returned to all vendors. Vendor names, where mentioned, will be left out.

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## **1. INSTRUCTIONS TO BIDDERS**

### **1.1 Bids to be Received**

Sealed bids for the Security System Upgrades Project will be received at the Office of the City Clerk of the City of Pontiac, Michigan **until 2:00 PM, Tuesday, December 12, 2017**, and immediately thereafter will be publicly opened and read.

Each bid must be submitted in a sealed envelope and addressed to the City Clerk of the City of Pontiac. Each sealed envelope containing a bid must be plainly marked on the outside as "Security System Upgrades Project", and the envelope should bear on the outside the name of the bidder, his address, and the name of the project for which the bid is submitted. If forwarded by mail, the sealed envelope containing the bid must be enclosed in another envelope addressed to the City Clerk, City of Pontiac at 47450 Woodward Avenue Pontiac, MI 48342. Facsimile or electronic bids shall not be accepted.

Bids will be received during regular business hours at the place and up to the time stated in the advertisement. Any extension in time will be by official notification. Bids may be delivered in person or mailed, but their delivery is the bidder's entire responsibility. Any bid received after the stated hour, even through the mail, will be returned unopened to the bidder.

### **1.2 Examination of Bid Documents**

Before submitting a proposal, bidders shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the bid form.

### **1.3 Withdrawal of Bids**

Any bidder may withdraw his proposal, in writing, at any time prior to the scheduled closing time for receipt of proposals. No bidder may withdraw a bid within sixty (60) days after the actual date of the opening thereof. Should there be a reason why a contract cannot be awarded within the specified period; the time may be extended by mutual agreement between the City of Pontiac, herein after also referred to as the City, and the bidder.

### **1.4 Bid Form**

Bid must be submitted on proposal form and all pages of this bid must be returned with your bid response, and shall be submitted in a sealed envelope bearing the title of work and the name of the bidder, and shall be signed by an individual authorized to execute the proposal on behalf of the bidder. Additional information can be added as an addendum. Bids must be typed or submitted in ink. Erasures or other changes must be initialed by the person signing the bid. Obligations assumed by such signatures are considered binding. The City of

Pontiac is exempt from Federal excise taxes and State sales taxes and such taxes will not be included in the bid price. All bid prices shall be on an F.O.B. Destination, with all transportation charges of any nature to be paid by the bidder. F.O.B. delivered means delivered to the receiving point: City of Pontiac, 47450 Woodward Ave., Pontiac, MI 48342.

### 1.5 Basis of Award

The evaluation and award of this bid shall be based on a combination of factors including but not limited to the following: Experience and qualifications, price, completeness of proposal, i.e., the degree to which it responds to all requirements and request for information contained herein, companies financial resources to carry out the needed services, the companies demonstrated capabilities and qualifications including the number of employees within the organization to handle a project of this size in a timely manner, compliance with the City's specification and any other factors considered to be in the City's best interest. **The successful respondent will demonstrate at least seven (7) years of experience with the major manufacturer components specified in this document. The respondent will need to provide a copy of a valid state license for Security Alarms.**

### 1.6 Bid Bond

No bid bond required.

### 1.7 Pre-Bid Meeting

**A MANDATORY pre-bid meeting** will be held at Pontiac City Hall, 47450 Woodward Ave., Pontiac, MI, 48342, on **Monday, December 04, 2017 at 10:00 AM.** There will be a walk-through of City Hall and the Oakland County Sheriff's Department building, located next to Pontiac City Hall, at 110 E Pike Street, Pontiac, MI 48342. The proposal and contract requirements will be discussed at said meeting and it is *mandatory* that all bidders attend.

**All contractors will need to provide ID and prove they represent their company.**

## 2. TERMS AND CONDITIONS

### 2.1 Laws and Municipal Ordinances, Permits

The Bidder shall be fully informed of all laws and municipal ordinances and regulations in any manner affecting those engaged or employed in the work, or equipment and materials used in the work, and all others and any decrees of bodies or tribunals having any jurisdiction or authority over the same. The Bidder shall at all items observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the laws of the State of Michigan, City ordinances, as well as all other bodies having jurisdictional authority.

The Contractor shall be responsible for obtaining and paying for any and all permits that may be required for this project and shall be responsible for arranging all required inspections if needed.

## **2.2 Non-Discrimination**

The Bidder agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans with Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act no. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act no. 220, Public Act of 1976, as amended and all other applicable federal, state and local laws and regulations. Specifically, Bidders and subcontractors are required not to discriminate against any employee or applicant for employment with respect to such person's hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment because of such person's height, weight, race, color, religion, national origin, ancestry, age, marital status, sex or disability, as defined by law. Breach of this covenant may be regarded as a material breach of the contract.

## **2.3 Indemnification**

To the fullest extent permitted by laws and regulations, the Bidder shall indemnify and hold harmless the City and its officers, directors, employees, agents, and consultants from and against all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of, or resulting from the performance of the work or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss, or damage: (i) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting there from; or, (ii) is caused in whole or in part by any act or omission of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the work or anyone for whose acts any of them may be liable, regardless of whether or not caused in part by any act or omission of a person or entity indemnified hereunder or whether liability is imposed upon such indemnified party by laws and regulations regardless of the negligence of any such person or entity.

In any and all claims against the City or any consultants, agents, officers, directors, or employees of the City by any employee (or the survivor or personal representative of such employee) of the Bidder, any subcontractor, any supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Work, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Bidder or any such subcontractor, supplier or other person or organization under workers' compensation acts, disability benefit acts, or other employee benefit acts. Insurance coverage required of the Bidder constitutes the minimum requirements and those

requirements shall in no way lessen or limit the liability of the Bidder under the terms of the contract. The Bidder shall procure and maintain at Bidder's own cost and expense any additional claims or amounts of insurance that, in the judgment of the City, may be necessary for Bidder's proper protection in the prosecution of the work.

#### **2.4 Jurisdictional Authority**

This contract shall be governed by and construed according to the laws of the State of Michigan and the successful Bidder consents to the jurisdiction and venue of the courts in Oakland County, Michigan and of the United States District Court for the Eastern District, Southern Division.

#### **2.5 Severability**

The successful Bidder will agree that the Contract is the completed and exclusive statement of the Contract between the parties. A judicial or administrative declaration on the invalidity of any one or more of the provisions of the Contract shall not invalidate the remaining provisions of this agreement.

#### **2.6 Income Taxes**

Contractor agrees to contact City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan, 48342, telephone (248) 758-3236, to establish reporting and withholding obligations under the City of Pontiac income tax ordinance. Contractor will require the same of all subcontractors employing labor under this contract.

Contractor is required to withhold City of Pontiac income tax from wages paid to:

- a. Pontiac resident employees regardless of where they work for the employer; and
- b. Nonresident employees for work performed in the City.

Contractor is also required to file Pontiac income tax returns and to report and pay income tax on the net profits earned by the contractor in the City of Pontiac.

Web page URL: [http://www.pontiac.mi.us/departments/income\\_tax/index.php](http://www.pontiac.mi.us/departments/income_tax/index.php)

Tax forms URL: [http://www.pontiac.mi.us/departments/income\\_tax/tax\\_forms.php](http://www.pontiac.mi.us/departments/income_tax/tax_forms.php)

#### **2.7 Compensation and Payment**

All invoices submitted against the contract must identify the work performed in detail. Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the City. Invoices must meet the following conditions for payment:

- a. Price on invoice must correspond to the pricing listed on purchase order and/or contract.
- b. Contractor must submit price lists in accordance with bid requirements.

- c. All invoices will be original.
- d. Invoices will be signed by the individual responsible for authorizing contract payments for the City of Pontiac.
- e. Payment will be made after each order is received, inspected, and found to comply with procurement specifications, free of damage, properly invoiced, and including all installation, training and evaluation of proper functioning.

**Original invoice must** be submitted to the City of Pontiac, Attn: Accounts Payable.

Payment Terms – Net 30

## **2.8 General Conditions**

It is the responsibility of the Bidder to review General Conditions as specified.

In the quotation, a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. White out may be grounds for rejection. All changes made to the bid form altering price, terms, quotes, and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes may be grounds for rejection of your bid.

All funds must be quoted in US dollars

## **2.9 Quotations/Proposals**

Bidders **MUST** submit an original and one copy of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested.

## **2.10 Minor Deviations**

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation or services rendered. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Pontiac, acting through the Purchasing Agent, shall be final as to what constitutes acceptable deviations from specifications.

## **2.11 Bonds and Insurance**

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award to the City Administrator. If cause is found to change the recommendation that your company be awarded the contract, or if the City Administrator does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.



The contractor, and any and all of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverages shall be with insurance carriers acceptable to City of Pontiac. The limits required below do not limit the liability of the Contractor. All deductibles and SIRs are the responsibility of the Contractor.

**Workers' Compensation Insurance** The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee. Exclusions for Workers' Compensation Insurance is not accepted.

**Commercial General Liability Insurance:** The Contractor shall procure and maintain said insurance during the life of this contract, for: Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$ 1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included.

**Additional Insured:** Commercial General Liability and Motor Vehicle Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insureds:*** The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.

**Cancellation Notice:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall be endorsed to state the following: "It is understood and agreed Thirty (30) days, Ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Risk Manager, City of Pontiac, 47450 Woodward Avenue, Pontiac, MI 48342."

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

## **2.12 Performance Bond**

No performance bond shall be required.

## **2.13 Payment Bond**

No payment bond shall be required.

## **2.14 Maintenance and Guarantee Bond**

A maintenance and guarantee bond is not required.

## **2.15 Subcontracting**

The City of Pontiac will allow subcontracting for any part of the goods and/or services proposed in this RFP. The Contractor will need to note all subcontractors in their proposal and state their name and role in the project. The subcontractors shall have proper credentials, certifications and licenses required by law.

# **3. DESCRIPTION OF WORK**

## **3.1. GENERAL**

The City of Pontiac is requesting a bid proposal for the purpose of issuing a Contract for Security System Upgrades. Bidder will need to complete the following scope of services.

## **3.2 SCOPE OF WORK**

The City of Pontiac is seeking to upgrade the security systems including the existing video surveillance system and card access control system; the City is also seeking a new intrusion detection system at the City of Pontiac City Hall, 47450 Woodward Avenue Pontiac Michigan 48342. These systems shall be capable of seamless integration with the Lenel OnGuard Access control system.

Included in this request is the replacement of the existing video surveillance at the Oakland County Sheriff's Department building, located next to Pontiac City Hall, at 110 E Pike Street, Pontiac, MI 48342.

Training is to be provided for all systems listed in this request and as a fully integrated system. Required training times are to be as 3 sessions, each session to be in 4 hours. Training is to be listed on the Proposal Form (page 26) of this document.

The vendor shall provide a full 1 year warranty and service agreement on all parts and labor that are supplied in this Bid.

### **3.3 NON-ASSIGNMENT OR TRANSFER**

The service provided for under the contract shall allow for subcontracting.

### **3.4 CITY RULES**

Employees of Contractor shall comply with all instructions, and building regulations issued by representative of the City of Pontiac.

### **3.5 TERM OF CONTRACT**

**The term, of the Contract, is the equipment and materials for City Hall are to be invoiced on or before January 12, 2018.** The remaining equipment and materials for Sheriff's Department, both charges for installation and training fees are to be invoiced after the completion of work. At the end of the term of the agreement, the City may want to continue a support contract with the provider once the equipment has been installed. City has right to break agreement with 30 days' written notice.

### **3.6 PROGRESS PAYMENTS/RETAINAGE**

This contract is not subject to progress payments or retainage.

**THIS ENDS THE ABOVE SECTION**

**FOLLOWING PAGES ARE BID PROPOSAL FORMS AND SAMPLE CONTRACT**

## FORM OF PROPOSAL

To: City of Pontiac, Michigan \_\_\_\_\_, 2017

To All Here Present:

Having carefully examined the bid for the proposed work, and being fully informed in regard to the conditions to be met in the prosecution and completion of the work, and having read and examined the Instructions to Bidders, Agreement, Bonds, General Conditions, Plans and Specifications pertaining to this work and agreeing to be bound accordingly, the undersigned proposes to furnish all the materials, labor, and other equipment as necessary in full accordance with and conformity to the plans and specifications for this work now on file in the office of the City's at and for the following named prices, to wit:

**NOTE:** This proposal is solicited on a unit price or lump sum for all items.

**THIS BID PROPOSAL MUST BE SUBMITTED BACK TO THE CITY OF PONTIAC IN ITS ENTIRETY AS PART OF THE CONTRACTORS BID SUBMISSION. MAKE SURE THAT ALL PAGES ARE COMPLETELY FILLED OUT AND THAT ALL INFORMATION REQUESTED IS COMPLETE. FAILURE TO DO SO MAY BE CAUSE TO REJECT YOUR BID PROPOSAL. IF A BID IS NOT BEING SUBMITTED FOR A PARTICULAR AREA OF WORK, PLEASE MARK "NO BID" IN THE APPROPRIATE SPACE.**

## SPECIFICATIONS FOR THE SECURITY SYSTEM UPGRADE

### PONTIAC CITY HALL REPLACEMENT VIDEO SURVEILLANCE SYSTEM SPECIFICATIONS AND REQUIREMENTS

**CURRENT VIDEO CONFIGURATION** - City of Pontiac City Hall

**Video System:**

- 1) DVR
- 2) Total of 25 fixed analog cameras
- 3) Various Monitors

**Basic Scope:**

The existing analog cameras will be taken off the existing DVR and re-connected to multiple 4 port video encoders that will convert the analog signal to IP, so it can be recorded on a new network video recorder (NVR). All encoders will connect to a new 24 port PoE security Web Smart Network Switch, supplied by the awarded vendor. A Video Client Workstation will also be installed at City Hall to view the City Hall cameras. There will be a monitor, keyboard and mouse at the client workstation. All camera licenses (Enterprise Level) are to be included as needed to provide a turnkey video solution.

An additional environmental 3MP IP Camera will be mounted on the east side of the building to view the main entrance of the building walkway back towards the drive and parking Lot.

- A. All new cable, patch cables, licensing and miscellaneous hardware must be included to provide the above scope.
- B. Initial product training to be included with the purchase of the system.

Products herein are based on the City of Pontiac standard and must be compatible for seamless integration with Lenel Security Systems and Software.

## PART 1 GENERAL

### 1.1. SUMMARY

- A. This Section specifies the minimum requirements for the City of Pontiac Security Systems Upgrade Project. This Security Video Surveillance System shall include but is not limited to the following:
  - 1. Network Video Management Software (NVMS)
  - 2. Network Video Recording Hardware (NVR)
  - 3. Network Switch
  - 4. IP Video Cameras
  - 5. Network Video Encoders
  
- B. Related Requirements:
  - 1. All related sections must be:
    - a. Able to function autonomously during a failure of one of the related sections
    - b. Able to communicate bi-directionally
    - c. Must be provided as a “turnkey” solution
  
  - 2. The following sections related to this section:
    - a. Access Control System
    - b. Intrusion Detection System

### 1.2. ADMINISTRATIVE REQUIREMENTS

- A. Coordination
  - 1. Coordinate with owner regarding camera network configuration and estimated bandwidth utilization prior to connection of cameras to owner’s network.

### 1.3. SUBMITTALS

Submittals described in this section shall be submitted by the Contractor with the original bid.

- A. Product Data
  - 1. Submit manufacturer technical specifications, typical installation drawings, system overview drawings and sample images of items included in this section.
  
- B. Proposal Delta
  - 1. It is the duty of the contractor to provide a working system. Any omissions or errors or differences between this document and the contractor’s submitted proposal shall be clearly outlined in a separate document labeled “[\*COMPANY NAME] Proposal Deltas”.
  
- C. Qualification Statements
  - 1. Contractor
    - a. Submit confirmation that contractor is licensed to install video surveillance and security equipment as required by the authority having jurisdiction.

- b. Submit references with contact information where contractor has installed items in this section.
- c. Submit confirmation that installer has received manufacturer training and is certified by the manufacturer on this equipment and that the training the installer received is current.

#### 1.4. QUALITY ASSURANCE

##### A. Qualifications

###### 1. Installers

- a. All camera installation, configuration, setup, program and related work shall be performed by authorized integrators/electronic technicians certified by the manufacturer.
- b. Certification for authorized integrators/electronic technicians shall include at a minimum the installation and service of the equipment provided.

#### 1.5. WARRANTY

- A. Contractor shall provide any software maintenance patches and version updates or upgrades at no-additional cost to Owner for a period of at least one (1) year.
- B. Contractor will provide complete 1-year parts and labor warranty for the products provided in this project.

### PART 2 PRODUCTS

#### 2.1. NETWORK VIDEO MANAGEMENT SERVER(S)

##### A. Acceptable Manufacturer(s):

- 1. Design based on Avigilon™ server Hardware and Storage Expansions
- 2. Other Manufacturers accepted
  - a. Dell
  - b. HP
  - c. Other equivalentents considered

##### B. The Video Management System shall allow the use of off-the-shelf computers, servers, storage and switches from any manufacturer with components that meet the minimum requirements.

- 1. Contractor shall supply all 19" rack support rails, mounting kits, and cable management modules to install Video Management server.
- 2. The Performance requirements for the VMS Server are as follows:
  - a. Form Factor: 1- 2U Rack Mounted
  - b. Processor: Intel Xeon Processor (current generation)
  - c. System RAM: 8 GB
- 3. Internal Storage Hard Drive(s): Hot swappable, RAID configuration
  - a. Storage shall be 12TB, RAID 5.
  - b. At least two Network Interface(s): minimum 1GbE per port
  - c. Operating System shall be certified to work by the Video Management Software's manufacturer.

- This Network Video Management Server will be utilized for both the City Hall and the Oakland County Sheriff's Department Video Surveillance System mentioned later in this document.

## 2.2. NETWORK VIDEO MANAGEMENT WORKSTATION(S)

- A. Acceptable Manufacturer:
  - 1. Design based on Avigilon™ server Hardware with Internal Storage
  - 2. Provide all marketing sheets and specification documentation on products proposed within the proposal response
  - 3. Other manufacturers may be considered and accepted
    - a. Dell
    - b. HP
    - c. Equivalentents considered
- B. The Video Management Workstation shall allow the use of off-the-shelf computer components that meet the minimum performance requirements.
- C. The Performance requirements for the VMS workstation are as follows:
  - 1. Processor: 6<sup>th</sup> Gen Intel Core i5-6600 or newer
  - 2. System RAM: 8 GB RAM
  - 3. Network Interface: 2 Gigabit Ethernet ports
  - 4. Operating System shall be certified to work by the Video Management Software's manufacturer and be the following: Microsoft Windows Embedded Standard 7

## 2.3 Monitors

- A. All Monitors shall be a minimum 32" 1080p with proper inputs for the workstations output.
  - 1. Must be commercial grade and operate 24/7.

## 2.4 NETWORK VIDEO MANAGEMENT SOFTWARE (NVMS)

- A. Acceptable Manufacturer:
  - 1 Design based on Avigilon™ Control Center 6 (current version)
  - 2 Other Manufacturers accepted
    - a. Lenel
- B. Contractor shall provide all applicable Network Video Management Software (NVMS) modules and licenses (Enterprise Level) required to provide a complete and fully functional integration.
- C. The NVMS shall be installed on hardware which meet or exceed the manufacturer's recommended requirements:

- D. The design and performance requirements for the NVMS software are as follows:
1. The NVMS shall be available as a stand-alone software offering or pre-loaded on turn-key workstations and servers running Microsoft Windows with configurable storage.
  2. The NVMS shall be available in a staged licensed software solution at the Enterprise Level.
  3. The NVMS shall be an enterprise level software solution that shall be scalable from one client, server and camera up to:
    - a. 100 servers per Site.
    - b. 300 cameras per server or 10,000 cameras per Site
  4. The NVMS shall consist of server software applications and client software applications.
  5. The NVMS shall include a gateway software application that connects mobile devices and other thin clients to the NVMS.
  6. The Network Video Management Software (NVMS) shall support integration with iOS and Android mobile devices with the ACC Mobile app installed.
  7. The ACC Mobile app shall provide the following functionality:
    - a. Receiving push notifications for alarms:
      - i) The Mobile device shall have the ability to receive alarm notifications on supported iOS and Android devices.
      - ii) The Mobile device shall have the ability for personnel to receive instant alarm notifications.
  8. The NVMS shall support High Definition Stream Management (HDSM)<sup>™</sup> architecture which includes:
    - a. Support for industry standard compression formats including but not limited to:
      - i) JPEG2000
      - ii) MJPEG
      - iii) MPEG-4
      - iv) H.264
    - b. High Definition Stream Management (HDSM) shall be supported for local users, remote users and mobile devices.
  9. The Network Video Management Software (NVMS) shall support recording and management of video and audio sources including but not limited to:
    - a. Avigilon<sup>™</sup> IP Cameras and Encoders
    - b. Arecont Cameras
    - c. Axis Cameras/Encoders
    - d. Bosch Cameras/Encoders
  10. The NVMS shall support receiving digital input triggers and triggering digital outputs through an I/O board.



11. The NVMS will provide the mechanism by which individual alarm(s) from a 3rd party system (access control, etc.) can be pre-selected and configured to be monitored, and in turn trigger event driven video operations.
12. The NVMS shall support integration with the following systems:
  - a. Lenel OnGuard
13. The NVMS shall run as a service configured to automatically start when the server or workstation is powered on, and automatically recover from failure or attempted tampering.
14. The NVMS shall support receiving Simple Network Management Protocol (SNMP) messages from servers and alert users.
15. The NVMS shall detect if the video or audio signal is lost and alert the system administrator.
16. The NVMS shall perform motion detection on each individual video source with adjustable sensitivity, threshold and detection zones.
17. The NVMS shall provide the ability to create and schedule alarms and corresponding actions including:
  - a. Provide the ability to email users and system administrators when an event or system health error occurs.
  - b. Provide the ability to schedule when email notifications are sent.
  - c. Provide the ability to include camera images in email notifications.
18. The NVMS shall provide the ability to create customized on-screen messages and email notifications.
19. The NVMS shall provide a maintenance log and audit trail of all system errors and events.
20. The NVMS shall provide the ability to enable and configure PTZ control on the RS-485 interface of a video source.
21. The NVMS shall support the use of uni-directional and bi-directional audio.
  - a. The NVMS shall provide the ability to synchronize audio and video on playback regardless of video, audio, network, or storage parameters
22. The NVMS shall support live or recorded video monitoring in a customizable video display beyond the standard layouts.
23. The NVMS shall offer a Matrix Application Module to provide remote control of multiple monitor displays, including video walls, that can be controlled by an unlimited number of users with appropriate rights and permissions.
  - a. A monitor display connected to the Matrix Application Module shall be able to simultaneously display video streams from multiple sites.
24. The NVMS client software shall:
  - a. Not limit the number of monitors used for monitoring video and audio streams connected to a single workstation.
  - b. Support monitoring live and recorded video and audio streams simultaneously on the same monitor.
  - c. Support viewing the same live or recorded video stream at different zoom levels and areas of interest.
  - d. Support the ability to save views.

- e. Support the ability to cycle through views (guard tour) based on a specified interval.
25. Alarm and Digital Output Management:
- a. The NVMS shall support monitoring alarms.
  - b. The NVMS shall support the ability to designate one or more regions/tiles in a window for displaying video directly linked to triggered alarms and rules.
  - c. The NVMS shall support the ability to acknowledge alarms from the designated video display area.
  - d. The NVMS shall support the ability to manually trigger digital output:
    - i) Through the use of a pre-configured software “button”.
    - ii) Through the use of a hard-wired dry alarm contact connected to a supported input/output device.
  - e. The NVMS shall support the ability to assign alarms to users.
  - f. The NVMS shall support the ability to acknowledge alarms.
  - g. The NVMS shall support the ability to bookmark alarms.
26. The NVMS shall support creating bookmarks for recorded video and audio. Bookmarks can be:
- a. Viewed from multiple sources
  - b. Displayed on the timeline during playback
  - c. The NVMS shall support protecting a bookmark so the video and audio data is never overwritten.
  - d. The NVMS shall support private bookmarks that are only visible to the user who designated a bookmark as private, and the system administrator.
27. The NVMS shall support the ability to create a map that represents the physical location of cameras and other devices throughout the surveillance system.
- a. Maps shall support the ability to drag and drop a video source from the map into a window for live or recorded video and audio monitoring.
  - b. Cameras in a map are highlighted when an alarm linked to the camera is triggered.
28. The NVMS shall support physical and digital zooming and panning on live and recorded video streams.
- a. The NVMS shall support controlling mechanical pan-tilt-zoom, iris, and focus as well as setting presets and patterns.
  - b. The NVMS shall provide the ability to name pan-tilt-zoom presets.
  - c. The NVMS shall support the ability to center a PTZ camera’s field of view by clicking anywhere on the video image where the PTZ supports this function.
  - d. The NVMS shall support the ability to click and drag to define an area for the PTZ camera to optically zoom and center on, where the PTZ supports this function.
  - e. The NVMS shall support controlling mechanical pan-tilt-zoom camera on-screen display and auxiliary controls.

- f. The NVMS shall support control of a mechanical pan-tilt-zoom camera with a USB joystick.
29. The NVMS shall support the ability to create PTZ guard tours by combining a set number of presets that are run in sequence or random.
  30. The NVMS shall support playback of recorded video and audio.
    - a. Forward and reverse playback of recorded video and audio at variable speeds.
  31. The NVMS shall support searching through recorded video and audio based on various search criteria. Including but not limited to the following parameters:
    - a. Time & Date
    - b. Video source
    - c. Alarm(s) and/or Event(s).
    - d. Motion in user defined areas (pixel search).
    - e. License Plate detection events.
    - f. Bookmarks
  32. The NVMS shall support performing a search through a series of thumbnail images.
    - a. Thumbnails can be based on the entire image region or a pre-selected area.
    - b. Thumbnails can be stacked to support an automatic secondary search when looking at a large timespan of video.
  33. The NVMS shall support the ability to take a snapshot of a live or recorded image and export it from the system.
    - a. Enterprise Level Camera Licensing will be provided for all cameras as needed.

## 2.5 3MP Video Camera

- A. Manufacturers
  1. Avigilon Outdoor Fixed Dome Network Camera
    - a. Avigilon H4 Outdoor Day/Night IP Dome Camera with Self Learning Analytics model Avigilon 3.0C-H4A-DP1 – Or pre-approved equivalent
- B. ACCESSORIES
  1. The camera shall be supplied with the following accessories as identified:
    - a. Model “H4A-MT-WALL1” - Indoor/Outdoor Pendant Mounting Bracket
- C. Additional Manufacturers Accepted-must be approved equal:
  1. Axis
  2. Bosch
  3. Pre-approved equivalent
- D. New cameras added into the system as part of this project will require plenum rated Cat6 cable needed to provide full camera functionality. This cable is to be supported following proper cable management standards, and not open to the public or laid on drop ceilings.

**Alternate – Mobile Remote Camera Kit**

Please provide in your response equipment and cost of a complete mobile remote camera system with mobile data package for access to the camera from a remote location.

Minimum Specifications:

- A. 3G/4G/LTE Omni-Directional Vandal Resistant Antenna
- B. Airlink Ruggedized Gateway Modem, 4G LTE
- C. 1 year of Mobile Data 4G LTE Plan (minimum 5 Gig per month streaming)
- D. Minimum 3MP IP Outdoor Camera with LightCatcher technology, WDR, Integrated IR, 256GB SSD, self-learning analytics
- E. Camera Licensing
- F. Environmental Enclosure
- G. Batteries

All components needed for remote monitoring and recording of a working system need to be included.

**PONTIAC CITY HALL REPLACEMENT ACCESS CONTROL SYSTEM SPECIFICATIONS AND REQUIREMENTS**

**Access Control Scope:**

The existing access control system shall be converted to be a Lenel OnGuard Access Control System, capable of seamless integration with other sections of the bid request including but not limited to; intrusion detection, fire protection and video surveillance. The new system will be configured for the current number of existing access control doors (Main Front Entrance), along with new access control doors at the following locations: Lower level entrance, Mayors Office, IT Department, Clerks Office, DPW Office, Treasury Office, Building and Safety Office, HR Office, Finance Office and Council Office. This system also must be expandable for future growth.

The City of Pontiac will provide a server for the new Lenel Software, along with connectivity to the network. The new Lenel access control system shall be scalable and allow for a virtually unlimited number of card access doors and cardholders in the system.

- A. All new cable, patch cables and miscellaneous hardware must be included to provide the above scope.
- B. Initial product training to be included with the purchase of the system.
- C. All access control openings to have door contact on each door and request to exit motion sensors.

**New Products:**

**Acceptable Access Control System Manufacturers:** Lenel

**Acceptable Access Control Equipment:**

- Lenel LNL-2220
- Lenel LNL-1320
- Lenel OnGuard Software

Lenel Power Supply and Enclosure  
HID iClass Proximity Readers

All cable, enclosures, modules, and Lenel integration software, including labor and programming, must be included with this project.

All new cable is to be plenum rated and supported following proper cable management standards, and not open to the public or laid on drop ceilings.

Products herein are based on the City of Pontiac standard and must be compatible for seamless integrations with Lenel Security Systems.

### **PONTIAC CITY HALL NEW INTRUSION DETECTION SYSTEM SPECIFICATIONS AND REQUIREMENTS**

#### **Intrusion Detection System Scope:**

The City of Pontiac seeks qualified vendors to install a new intrusion detection system at the Pontiac City Hall that will provide perimeter coverage of all perimeter doors with magnetic door contacts. It is also required that motion sensor be placed in common hallways on the first and ground level floors for additional coverage. Also required for the new intrusion system are two (2) duress buttons at the Treasury, Treasury entrance doors are also to be contacted and a separate command keypad to control this area (separate area) on the intrusion system.

All field devices will connect to a commercial rated intrusion control panel, capable of up to 75 individually identified points that can be split into 8 areas. The intrusion control panel must be compatible for seamless integrations with Lenel Security Systems and Software.

- A. All new cable, patch cables and miscellaneous hardware must be included to provide the above scope.
- B. Initial product training to be included with the purchase of the system.

Products herein are based on the City of Pontiac standard and must be compatible for seamless integrations with Lenel Security Systems and Software.

## **Section 3 Products**

**Acceptable Intrusion System Manufacturers:** Bosch

**Acceptable Intrusion Detection Panel Equipment:**

Bosch D7412GV4  
Bosch D1255 VFD Keypad

Other manufacturers accepted: Lenel

All cable, enclosures, input modules cable, and Lenel integration software, including labor and programming, must be included with this project.

All field devices will be on individual zones in the system.

All new cable is to be plenum rated and supported following proper cable management standards, and not open to the public or laid on drop ceilings.

Products herein are based on the City of Pontiac standard and must be compatible for seamless integrations with Lenel Security Systems.

**END OF SECTION**

**Oakland County Sheriff's Department**

**CURRENT CONFIGURATION**-Oakland County Sheriff's Department - 110 E. Pike Street Pontiac, MI 48342

**Existing Video System:**

- A. (2) Pelco DVR's
- B. (2) Pelco Multiplexers
- C. (18) Interior Analog Cameras
- D. (4) Pelco Spectra Outdoor PTZ Cameras
- E. (2) Monitors
- F. Pelco Keyboard

**OAKLAND COUNTY SHERIFF'S DEPARTMENT REPLACEMENT VIDEO SURVEILLANCE SYSTEM SPECIFICATIONS AND REQUIREMENTS**

**Oakland County Sheriff's Department Video Surveillance System Replacement Scope:**

The existing Pelco video system will be replaced with a new Avigilon VMS platform with new Avigilon IP Megapixel cameras and Avigilon Server/NVR. All existing cameras will be replaced with new IP Cameras at the follow locations: (7) Vandal resistant dome cameras (4-lock-up, 1-lock-up hallway, 1- elevator, 1-lower level elevator by Sally Port). (3) indoor dome cameras (front desk, lobby desk, front hall. (1) 3MP Bullet Camera inside the garage, (1) 2MP Bullet camera mounted outside to view employee entrance and sally port door, (4) 4K Outdoor cameras viewing the perimeter area of the building (placement to be determined).

The existing DVR's, matrix and multiplexers will be replaced by a new Avigilon HD Network Video Recorder Server with Avigilon Control Center Enterprise Software. The new video head end will reside in an existing rack on the third floor of this building. A Video Client Workstation will also be installed at the Oakland County Sheriff's Department front dispatch desk with 2 viewing monitors.

- A. All new cable, patch cables and miscellaneous hardware must be included to provide the above scope.
- B. Initial product training is to be included with the purchase of the system.

**New Products:**

Acceptable Network Video Management Software (NVMS), Network Video Recording Hardware (NVR), Camera and Encoder Manufacturers:

Avigilon

**Surveillance Equipment:  
Servers, Workstations and Software**

## GENERAL

### 1.1 SUMMARY

- A. This Section specifies the minimum requirements for the City of Pontiac Security Systems Upgrade Project. This Security Video Surveillance System shall include but is not limited to the following:
  - 1. Network Video Management Software (NVMS)
  - 2. Network Video Recording Hardware (NVR)
  - 3. Network Switch
  - 4. IP Video Cameras
  
- B. Related Requirements:
  - 1. All related sections must be:
    - a. Able to function autonomously during a failure of one of the related sections
    - b. Able to communicate bi-directionally
    - c. Must be provided as a “turnkey” solution

### 1.2 ADMINISTRATIVE REQUIREMENTS

#### A. Coordination

- 1. Coordinate with owner regarding camera network configuration and estimated bandwidth utilization prior to connection of cameras to owner’s network.

### 1.3 SUBMITTALS

Submittals described in this section shall be submitted by the Contractor with the original bid.

#### A. Product Data

- 1. Submit manufacturer technical specifications, typical installation drawings, system overview drawings and sample images of items included in this section.

#### B. Proposal Delta

- 1. It is the duty of the contractor to provide a working system. Any omissions or errors or differences between this document and the contractor’s submitted proposal shall be clearly outlined in a separate document labeled “[\*COMPANY NAME] Proposal Deltas”.

#### B. Contractor

- 1. Submit confirmation that contractor is licensed to install video surveillance and security equipment.
- 2. Submit history of contractor certification(s) for items in this section.
- 3. Submit references with contact information where contractor has installed items in this section.
- 4. Submit confirmation that installer has received manufacturer training and is certified by the manufacturer on this equipment and that the training the installer received is current.

1.4 QUALITY ASSURANCE

A. Qualifications

1. Installers

- a. All camera installation, configuration, setup, program and related work shall be performed by authorized integrators/electronic technicians certified by the manufacturer.
- b. Certification for authorized integrators/electronic technicians shall include at a minimum the installation and service of the equipment provided.

1.5 WARRANTY

- A. Contractor shall provide any software maintenance patches and version updates or upgrades at no-additional cost to Owner for a period of at least one (1) year.
- B. Contractor will provide complete 1 year parts and labor warranty for the products provided in this project.

PART 2 PRODUCTS

2.1 NETWORK VIDEO MANAGEMENT SERVER(S)

This Network Video Management Server will be utilized for both the City Hall and The Oakland County Sheriff's Department Video Surveillance System mentioned earlier (Pontiac City Hall) in this document.

2.2 NETWORK VIDEO MANAGEMENT WORKSTATION(S)

This Network Video Management Workstation will utilize the same specifications for the Network Video Management Workstation mentioned earlier in this document (Pontiac City Hall, starting page 8).

2.3 MONITORS

These monitors will utilize the same specifications for the monitors mentioned earlier in this document (Pontiac City Hall, page 9).

2.4 NETWORK VIDEO MANAGEMENT SOFTWARE (NVMS)

This Network Video Management Software will be utilized for both the City Hall and The Oakland County Sheriff's Department Video Surveillance System mentioned earlier (Pontiac City Hall) in this document.

**Enterprise Level Camera Licensing will be provided for all cameras as needed.**

2.5 NETWORK IP CAMERAS

- A. Network IP cameras shall meet or exceed specifications and shall be of the type and location listed below:

(7) Vandal resistant 1MP dome cameras (4-lock-up, 1-lock-up hallway, 1- elevator, 1-lower level elevator by Sally Port). (3) indoor 1MP dome cameras (front desk, lobby desk, front hall. (1) 3MP Bullet Camera inside the garage, (1) 2MP Bullet camera mounted outside to view employee



entrance and sally port door, (4) 4K Outdoor cameras viewing the perimeter area of the building (placement to be determined).

- B. Other Manufacturers accepted
  - 1. Axis
  - 2. Bosch
  - 3. Pre-approved equivalent
  
- C. New cameras added into the system as part of this project will require plenum rated Cat6 cable needed to provide full camera functionality. This cable is to be supported following proper cable management standards and not open to the public or laid on drop ceilings.

All Cameras to be Avigilon H4A type, or approved equal.

#### 1.1. WARRANTY

- A. Manufacturer Warranty
  - 1. All equipment provided shall be backed by a minimum manufacturer parts warranty.
  
- B. Contractor Warranty
  - 1. Contractor will provide complete 1 year parts and labor warranty for the products provided in this project.

New cameras added into the system as part of this project will require plenum rated Cat6 cable needed to provide full camera functionality. This cable is to be supported following proper cable management standards, and not open to the public or laid on drop ceilings.

## **END OF SECTION**

## CITY OF PONTIAC PROPOSAL FORM

We the undersigned as bidder propose to furnish to the City of Pontiac, per the conditions and instructions attached hereto and made a part thereof a complete package submittal per the requirements, including terms and conditions.

Location #	DESCRIPTION	TOTAL PRICE
Pontiac City Hall	Pontiac City Hall Video Upgrade	
Pontiac City Hall	Pontiac City Hall Access Control	
Pontiac City Hall	Pontiac City Hall Intrusion Detection System	
Oakland County Sheriff	Oakland County Sheriff Video Upgrade	
Training	(Quantity 3) - Four (4) Hour Training Sessions on Proposed Systems	
	12 Hours Total	

**BASE BID**

LUMP SUM \$ \_\_\_\_\_

1 year warranty included?

Yes                  No

Optional Full Coverage Service Contract

Year 2                  \_\_\_\_\_ annually

Year 3                  \_\_\_\_\_ annually

**Alternate – Mobile Remote Camera Kit (page xx)**      Remote Camera \$ \_\_\_\_\_

Is quote complete with all requirements?                  Yes                  No

Are the quoted items according to specifications?                  Yes                  No

If not, please explain the exceptions:

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Additional Comments:

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**CITY OF PONTIAC - BID PROPOSAL**

I, the undersigned, propose to provide equipment proposed in this contract as per specifications supplied by the City of Pontiac. No contract is active until a purchase order is issued to the successful bidder.

I further propose to deliver the above-described service(s) and/or item(s) for the City of Pontiac in first class operating manner in accordance with all specifications contained herein subject to purchaser's inspection of equipment purchased and services performed.

I attest that the bid includes all information necessary for the City of Pontiac to accept bid.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Representative Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Office # \_\_\_\_\_ Cell # \_\_\_\_\_

FAX # \_\_\_\_\_

FEDERAL TAX I.D. NUMBER: \_\_\_\_\_

Date signed \_\_\_\_\_

**Related Project Experience:**

Provide descriptions of current and completed projects your firm has performed that are similar to this project in size, scope and complexity. Information for these projects, limited to the last five (5) years:

1) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

2) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

3) Project Title: \_\_\_\_\_

Project Location: \_\_\_\_\_

Client's name: \_\_\_\_\_

Contact name, title, and telephone number: \_\_\_\_\_

\_\_\_\_\_

**Please make additional copies of this sheet or include a separate list with the bid proposal.**

## **SAMPLE CONTRACT FOR [TYPE OF SERVICE]**

- 1) Parties. The parties to this contract are the City of Pontiac, Michigan hereinafter referred to as the "City", and [NAME OF CONTRACTOR] hereinafter called the "Contractor".
- 2) Purpose. The purpose of this contract is for the City to engage the Contractor to provide [TYPE OF SERVICE] to the City (see Scope of Services below).
- 3) Scope of Services. The Contractor will provide all labor, materials, supplies, equipment and supervision to perform [TYPE OF SERVICE] in the City. The Contractor is to perform all work in accordance with generally accepted standards and practices.
- 4) General Terms and Conditions. This contract is hereby made subject to the terms and conditions included in the Scope of Services (see Exhibit "A" below) and Additional Terms and Conditions (see Exhibit "B" below).
- 5) Consideration. As consideration for the performance of the services referenced in the Scope of Services (see Exhibits "A" & "B" below), the City agrees to compensate the Contractor as follows:

[INSERT PAYMENT TERMS PER CONTRACT]

- 6) Period of Performance. This contract will become effective for the period beginning [TIME PERIOD], with [ANY RENEWAL OPTIONS] upon the approval and signature of the parties hereto.
- 7) Method of Payment. Contractor will be paid 30 days after completion of work as outlined in the Scope of Services after submission of a valid invoice.
- 8) Applicable Law. This contract shall be governed by and construed in accordance with the laws of the City of Pontiac, State of Michigan and applicable federal laws.
- 9) Compliance with Laws. The Contractor understands that the City is an equal opportunity employer and, therefore, maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, disability, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Contractor agrees during the term of the agreement that the Contractor will strictly adhere to this policy in its employment practices and provision of services. The Contractor shall comply with, and all activities under this agreement shall be subject to, all applicable federal, State of Michigan, and City of Pontiac laws and regulations, as now existing and as may be amended or modified.

The Contractor is responsible for instructing and training their employees in appropriate safety measures. Employees will be responsible for maintaining a safe work environment while completing their tasks.

- a) The Contractor shall comply with the Michigan Right to Know Law (Amendments to Act 154), which requires that all employers within the State comply with federal Hazard Communications Standards (C.F.R. 1910.1200) and certain additional guidelines as of February 25, 1987. These Standards specify that employers develop a written hazard communication program, which is to be made available for workers or their designated representatives.
- b) The Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act
- c) The Contractor is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the City against such liability.

10) Requirements contract. During the period of the contract, the Contractor shall provide all the services described in the contract. The Contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the Contractor if no services are required.

**EXHIBIT "A"**

**SCOPE OF SERVICES**

The Contractor shall provide [TYPE OF SERVICE].

Except as otherwise provided herein, Contractor shall furnish all labor, supervision and services necessary to properly execute and complete the work.

[INSERT SPECIFICS OF RFP HERE]

## EXHIBIT "B"

### ADDITIONAL TERMS AND CONDITIONS

- 1) Attorneys' fees and expenses. Subject to other terms and conditions of this contract, in the event the Contractor defaults in any obligation under this contract, the Contractor shall pay to the City all costs and expenses (including, without limitation, investigative fees, court costs, and attorneys' fees) incurred by the City in enforcing this contract or otherwise reasonably related thereto. Contractor agrees that under no circumstances shall the City be obligated to pay any attorneys' fees or costs of legal action to the Contractor.
- 2) Authority to contract. The Contractor warrants: (a) that it is a validly organized business with valid authority to enter into this contract; (b) that it is qualified to do business and in good standing in the State of Michigan; (c) that entry into and performance under this contract is not restricted or prohibited by any loan, security, financing, contractual, or other contract of any kind; and, (d) notwithstanding any other provision of this contract to the contrary, that there are no existing legal proceedings or prospective legal proceedings, either voluntary or otherwise, which may adversely affect its ability to perform its obligations under this contract.
- 3) Confidential information. Disclosure of any confidential information by the Contractor or its subcontractor without the express written approval of the City shall result in the immediate termination of this contract.
- 4) Confidentiality. Notwithstanding any provision to the contrary contained herein, it is recognized that the City of Pontiac is a public City of the State of Michigan and is subject to the laws regarding confidentiality. If a public records request is made for any information provided to the City pursuant to the contract, the City shall promptly notify the disclosing party of such request and will respond to the request only in accordance with the procedures and limitations set forth in applicable law. The disclosing party shall promptly institute appropriate legal proceedings to protect its information. No party to the contract shall be liable to the other party for disclosures of information required by court order or required by law.
- 5) Contractor personnel. The City shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the Contractor. If the City reasonably rejects staff or subcontractors, the Contractor shall provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the Contractor's employees and subcontractors is the sole responsibility of the Contractor. Contractor personnel are subject to background checks by the Oakland County Sheriff Department and shall comply with all requirements as outlined in the Request for Quote.



- 6) Insurance. The Contractor shall not commence work under this contract until it has obtained the required insurance under this paragraph. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage shall be with carriers acceptable to the City of Pontiac:
- a) Workers' Compensation Insurance. The Contractor shall procure and maintain during the life of this contract, Workers' Insurance, including Employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan with a minimum limit of \$100,000 each accident for any employee.
  - b) Commercial General Liability Insurance. The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Personal Injury, Bodily Injury and Property Damage, coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per project aggregate.
  - c) Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additionally Insured: The City of Pontiac, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers. It is understood and agreed by naming the City of Pontiac as additional insured, coverage afforded is considered to be primary and any other insurance the City of Pontiac may have in effect shall be considered secondary and/or excess.
  - d) Cancellation Notice: All policies described above shall include an endorsement stating the following: "It is understood and agreed that Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City Administrator for the City of Pontiac.
  - e) Proof of Insurance Coverage: The Contractor shall provide the City of Pontiac, at the time the contracts are returned for execution, certificates for all coverage listed above.
  - f) Expiration of Policies: If any of the above coverage lapses during term of this contract, the Contractor shall deliver renewal certificates and/or policies to the City of Pontiac at least ten (10) days prior to the expiration date.
  - g) Indemnification: To the extent permitted by law, the towing Contractor shall indemnify and hold the City harmless of and from all claims, losses, liability,

demands, costs, loss of service, expense, and compensation on account of or in any way growing out of any damage, including, but not limited to, bodily injury or property damage which may result from the towing Contractor's towing services, In addition, the towing Contractor shall cover all costs incurred by the City in defense of any litigation covered under this letter of contract, including attorney fees and court costs.

- h) Insurance companies, named insureds and policy forms shall be subject to the approval of the Pontiac Department of Public Works. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions, which reduce coverage provided to the City of Pontiac. Contractor shall be responsible to the City of Pontiac or insurance companies insuring the City of Pontiac for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Pontiac Finance Department with satisfactory certificates of insurance or a certified copy of the policy, if requested by the Finance Department.
  - i) No payments will be made to the Contractor until the current certificates of insurance have been received and approved by the Finance Department. If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the Finance Department with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the Pontiac Finance Department, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.
- 7) Ineligibility and suspension. The Contractor certifies to the best of its knowledge and belief, that it: (a) is not presently ineligible, suspended, proposed for ineligibility, declared ineligible, or voluntarily excluded from covered transaction by any federal department or the City or any political subdivision of the City or the State of Michigan; (b) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; (c) has not, within a three year period preceding this proposal, been convicted of or had civil judgment rendered against it for a violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (d) is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local) with commission of any of these offenses enumerated in paragraphs (b) and (c) of this certification; and, (e) has not, within a three year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

- 8) Disclosure of confidential information. In the event that either party to this contract receives notice that a third party requests divulgence of confidential or otherwise protected information and/or has served upon it subpoena or other validly issued administrative or judicial process ordering divulgence of confidential or otherwise protected information that party shall promptly inform the other party and thereafter respond in conformity with such subpoena to the extent mandated by law. This section shall survive the termination or completion of this contract.
- 9) Exceptions to confidential information. The Contractor and the City shall not be obligated to treat as confidential and proprietary any information disclosed by the other party (“disclosing party”) which: (a) is rightfully known to the recipient prior to negotiations leading to this contract, other than information obtained in confidence under prior engagements; (b) is generally known or easily ascertainable by nonparties of ordinary skill in the business of the customer; (c) is released by the disclosing party to any other person, firm, or entity (including governmental agencies or bureaus) without restriction; (d) is independently developed by the recipient without any reliance on confidential information; (e) is or later becomes part of the public domain or may be lawfully obtained by the City or the Contractor from any nonparty; or, (f) is disclosed with the disclosing party’s prior written consent.
- 10) Default. If the Contractor:
- a) Fails to supply complete labor and supervision in sufficient time and quantity to meet the City’s progress schedule, as it may be modified;
  - b) Causes stoppage or delay of, or interference with, the project;
  - c) Fails to promptly pay its employees for work on the project;
  - d) Fails to pay worker’s compensation or other employee benefits, withholding or any other taxes;
  - e) Fails to comply with the safety provisions of the Contract or with any safety order, regulation or requirement of any governing authority having jurisdiction over this project;
  - f) Makes unauthorized changes in supervisory personnel;
  - g) Fails in performance or observance of any of the provisions of the contract;
  - h) Files a voluntary petition in bankruptcy or is adjudicated insolvent;
  - i) Obtains an order for relief under Section 301 of the Bankruptcy Code;

- j) Files any petition or fails to contest any petition filed seeking any reorganization or similar relief under any laws relating to bankruptcy, insolvency or other relief of debtors;
- k) Or seeks or consents to or is acquiescent in the appointment of a trustee, receiver or liquidator of any of its assets or property;
- l) Makes an assignment for the benefit of creditors; or
- m) Makes an admission, in writing, of its inability to pay its debts as they became due;

Then City, after giving Contractor written or oral (subsequently confirmed in writing) notice of such default and forty-eight (48) hours within which to cure such default, shall have the right to exercise any one or more of the following remedies:

- a) Require that Contractor utilize, at its own expense, additional labor, overtime labor (including Saturday and Sunday work) and additional shifts as necessary to overcome the consequences of any delay attributable to Contractor's default.
- b) Remedy the default by whatever means City may deem necessary or appropriate, including, but not limited to, correcting, furnishing, performing or otherwise completing the work, or any part thereof, by itself or through others (utilizing where appropriate any materials and equipment previously purchased for that purpose by Contractor) and deducting the cost thereof from any monies due or to become due to Contractor hereunder;
  - i) After giving Contractor an additional forty-eight (48) hours written (or oral, subsequently confirmed in writing) notice, terminate this Contract, without thereby waiving or releasing any rights or remedies against Contractor or its sureties, and, by itself or through others, take possession of the work, and all materials, equipment facilities, tools, scaffolds and appliances of Contractor relating to the work, for the purposes of costs and other damages under the contract and for the breach thereof; and
  - ii) Recover all reasonable attorneys' fees suffered or incurred by City by reason of, or as a result of, Contractor's default.

11) Failure to enforce. Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.

- 12) Final payment. Upon satisfactory completion of the work performed under this contract, as a condition before final payment under this contract, or as a termination settlement under this contract, the Contractor shall execute and deliver to the City a release of all claims against the City arising under, or by virtue of, the contract, except claims which are specifically exempted by the Contractor to be set forth therein. Unless otherwise provided in this contract, by state law, or otherwise expressly agreed to by the parties in this contract, final payment under the contract or settlement upon termination of this contract shall not constitute waiver of the City's claims against the Contractor under this contract.
- 13) Force majeure. Each party shall be excused from performance for any period and to the extent that it is prevented from performing any obligation or service, in whole or in part, as a result of causes beyond the reasonable control and without the fault or negligence of such party and/or its subcontractors. Such acts shall include without limitation acts of God, strikes, lockouts, riots, and acts of war, epidemics, governmental regulations superimposed after the fact, fire, earthquakes, floods, or other natural disasters (the "force majeure events"). When such a cause arises, the Contractor shall notify the City immediately in writing of the cause of its inability to perform, how it affects its performance, and the anticipated duration of the inability to perform. Delays in delivery or in meeting completion dates due to force majeure events shall automatically extend such dates for a period equal to the duration of the delay caused by such events, unless the City determines it to be in its best interest to terminate the contract.
- 14) Indemnification. To the fullest extent allowed by law, the Contractor shall indemnify, defend, save and hold harmless, protect, and exonerate the City, its commissioners, board members, officers, employees, agents, representatives, and the State of Michigan from and against all claims, demands, liabilities, suits, actions, damages, losses, and costs of every kind and nature whatsoever including, without limitation, court costs, investigative fees and expenses, and attorneys' fees, arising out of or caused by the Contractor and/or its partners, principals, agents, employees and/or subcontractors in the performance of or failure to perform this contract. In the City's sole discretion, the Contractor may be allowed to control the defense of any such claim, suit, etc. In the event the Contractor defends said claim, suit, etc., the Contractor shall use legal counsel acceptable to the City. The Contractor shall be solely responsible for all costs and/or expenses associated with such defense, and the City shall be entitled to participate in said defense. The Contractor shall not settle any claim, suit, etc., without the City's concurrence, which the City shall not unreasonably withhold.
- 15) Independent contractor status. The Contractor shall, at all times, be regarded as and shall be legally considered an independent contractor and shall at no time act as an agent for the City. Nothing contained herein shall be deemed or construed by the City, the Contractor, or any third party as creating the relationship of principal and agent, master and servant, partners, joint ventures, employer and employee, or any similar such relationship between the City and the Contractor. Neither the method of

computation of fees or other charges, nor any other provision contained herein, nor any acts of the City or the Contractor hereunder creates, or shall be deemed to create, a relationship other than the independent relationship of the City and the Contractor. The Contractor's personnel shall not be deemed in any way, directly or indirectly, expressly or by implication, to be employees of the City or the State of Michigan. Neither the Contractor nor its employees shall, under any circumstances be considered servants, agents, or employees of the City and the City shall be at no time legally responsible for any negligence or other wrongdoing by the Contractor, its servants, agents, or employees. The City shall not withhold from the contract payments to the Contractor any federal or state unemployment taxes, federal or state income taxes, social security tax, or any other amounts for benefits to the Contractor. Further, the City shall not provide to the Contractor any insurance coverage or other benefits, including worker's compensation, normally provided by the City for its employees.

16) No limitation of liability. Nothing in this contract shall be interpreted as excluding or limiting any tort liability of the Contractor for harm caused by the intentional or reckless conduct of the Contractor or for damages incurred through the negligent performance of duties by the Contractor or the delivery of products that are defective due to negligent construction.

17) Notices. All notices required or permitted to be given under this contract shall be in writing and personally delivered or sent by certified United States mail, postage prepaid, return receipt requested, to the Pontiac City Clerk's Office to whom the notice should be given at the address set forth below. Notice shall be deemed given when actually received or when refused. The parties agree to promptly notify each other in writing of any change of address.

For the Contractor: [INSERT ADDRESS]

For the City: [INSERT ADDRESS AND DEPARTMENT]

18) Oral statements. No oral statement of any person shall modify or otherwise affect the terms, conditions, or specifications stated in this contract. All modifications to the contract shall be made in writing by the City and agreed to by the Contractor.

19) Ownership of documents and work papers. The City shall own all documents, files, reports, work papers and working documentation, electronic or otherwise, created in connection with the project which is the subject of this contract, except for the Contractor's internal administrative and quality assurance files and internal project correspondence. The Contractor shall deliver such documents and work papers to the City upon termination or completion of the contract. The foregoing notwithstanding, the Contractor shall be entitled to retain a set of such work papers for its files. The Contractor shall be entitled to use such work papers only after receiving written permission from the City and subject to any copyright protections.

- 20) Priority. The contract consists of this contract with exhibits. Any ambiguities, conflicts or questions of interpretation of this contract shall be resolved by first, reference to this contract with exhibits and, if still unresolved, by reference to the bid. Omission of any term or obligation from this contract shall not be deemed an omission from this contract if such term or obligation is provided for elsewhere in this contract.
- 21) Quality control. The Contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the Contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 22) Record retention and access to records. Provided the Contractor is given reasonable advance written notice and such inspection is made during normal business hours of the Contractor, the City or any duly authorized representatives shall have unimpeded, prompt access to any of the Contractor's books, documents, papers, and/or records which are maintained or produced as a result of the project for the purpose of making audits, examinations, excerpts, and transcriptions. All records related to this contract shall be retained by the Contractor for three years after final payment is made under this contract and all pending matters are closed; however, if any audit, litigation or other action arising out of or related in any way to this project is commenced before the end of the three year period, the records shall be retained for one year after all issues arising out of the action are finally resolved or until the end of the three year period, whichever is later.
- 23) Recovery of money. Whenever, under the contract, any sum of money shall be recoverable from or payable by the Contractor to the City, the same amount may be deducted from any sum due to the Contractor under the contract or under any other contract between the Contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the Contractor.
- 24) Right to audit. The Contractor shall maintain such financial records and other records as may be prescribed by the City or by applicable federal and state laws, rules, and regulations. The Contractor shall retain these records for a period of three years after final payment, or until they are audited by the City, whichever event occurs first. These records shall be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by the Michigan Office of the State Auditor, its designees, or other authorized bodies.

- 25) Right to inspect facility. The City may, at reasonable times, inspect the place of business of the Contractor or any subcontractor, which is related to the performance of any contract awarded by the City.
- 26) Severability. If any part of this contract is declared to be invalid or unenforceable, such invalidity or unenforceability shall not affect any other provision of the contract that can be given effect without the invalid or unenforceable provision, and to this end the provisions hereof are severable. In such event, the parties shall amend the contract as necessary to reflect the original intent of the parties and to bring any invalid or unenforceable provisions in compliance with applicable law.
- 27) City property. The Contractor will be responsible for the proper custody and care of any City-owned property furnished for the Contractor's use in connection with the performance of this contract. The Contractor will reimburse the City for any loss or damage, normal wear and tear excepted.
- 28) Termination for convenience clause.
- a) The City reserves the absolute right to terminate the contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Contractor. The City has the right, upon its sole discretion only, to terminate the contract with cause by giving notice to the Contractor of such termination, specifying the effective date thereof, at least fourteen (14) days before the effective date of such termination, and the Contract shall terminate in all respects as if such date were the date originally given for the expiration of the Contract.
  - b) The Contractor shall be liable to the City for damages sustained by the City by virtue of any breach of the Contract by the Contractor, and any costs the City might incur enforcing or attempting to enforce the Contract, and the City may pursue legal remedies in the collection of fees to compensate for the damages sustained by the City.
  - c) Contractor's Obligations. The Contractor shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Contractor will stop work to the extent specified. The Contractor shall also terminate outstanding orders and subcontracts as they relate to the terminated work. The Contractor shall settle the liabilities and claims arising out of the termination of subcontracts and orders connected with the terminated work. The City may direct the Contractor to assign the Contractor's right, title, and interest under terminated orders or subcontracts to the State of Michigan. The Contractor shall still complete the work not terminated by the notice of termination and may incur obligations as are necessary to do so.



29) Termination for default clause.

- a) **Default.** If the Contractor refuses or fails to perform any of the provisions of this contract with such diligence as will ensure its completion within the time specified in this contract or any extension thereof, or otherwise fails to timely satisfy the contract provisions, or commits any other substantial breach of this contract, the City may notify the Contractor in writing of the delay or nonperformance and if not cured in ten days or any longer time specified in writing by the City, the City may terminate the Contractor's right to proceed with the contract or such part of the contract as to which there has been delay or a failure to properly perform. In the event of termination in whole or in part, the City may procure similar supplies or services in a manner and upon terms deemed appropriate by the City. The Contractor shall continue performance of the contract to the extent it is not terminated and shall be liable for excess costs incurred in procuring similar goods or services.
- b) **Contractor's Duties.** Notwithstanding termination of the contract and subject to any directions from the City, the Contractor shall take timely, reasonable, and necessary action to protect and preserve property in the possession of the Contractor in which the City has an interest.
- c) **Compensation.** Payment for completed services delivered and accepted by the City shall be at the contract price. The City may withhold from amounts due the Contractor such sums as the City deems to be necessary to protect the City against loss because of outstanding liens or claims of former lien holders and to reimburse the City for the excess costs incurred in procuring similar goods and services.
- d) **Excuse for Nonperformance or Delayed Performance.** Except with respect to defaults of subcontractors, the Contractor shall not be in default by reason of any failure in performance of this contract in accordance with its terms (including any failure by the Contractor to make progress in the prosecution of the work hereunder which endangers such performance) if the Contractor has notified the City within 15 days after the cause of the delay and the failure arises out of causes such as: acts of God; acts of the public enemy; acts of the State of Michigan and any other governmental entity in its sovereign or contractual capacity; fires; floods; epidemics; quarantine restrictions; strikes or other labor disputes; freight embargoes; or unusually severe weather. If the failure to perform caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Contractor shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Contractor to meet the contract requirements. Upon request of the Contractor, the City shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but

for the excusable cause, the Contractor's progress and performance would have met the terms of the contract, the delivery schedule shall be revised accordingly, subject to the rights of the City under the clause entitled "Termination for Convenience." (As used in this paragraph, the term "subcontractor" means subcontractor at any tier).

- e) **Erroneous Termination for Default.** If, after notice of termination of the Contractor's right to proceed under the provisions of this clause, it is determined for any reason that the contract was not in default under the provisions of this clause, or that the delay was excusable under the provisions of Paragraph (d) (Excuse for Nonperformance or Delayed Performance) of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination for convenience by the City, be the same as if the notice of termination had been issued pursuant to such clause.
- f) **Additional Rights and Remedies.** The rights and remedies provided in this clause are in addition to any other rights and remedies provided by law or under this contract.

30) **Termination upon bankruptcy.** This contract may be terminated in whole or in part by the City upon written notice to the Contractor, if the Contractor should become the subject of bankruptcy or receivership proceedings, whether voluntary or involuntary, or upon the execution by the Contractor of an assignment for the benefit of its creditors. In the event of such termination, the Contractor shall be entitled to recover just and equitable compensation for satisfactory work performed under this contract, but in no case shall said compensation exceed the total contract price.

31) **Third party action notification.** The Contractor shall give the City prompt notice in writing of any action or suit filed, and prompt notice of any claim made against the Contractor by any entity that may result in litigation related in any way to this contract.

32) **Unsatisfactory work.** If, at any time during the contract term, the service performed or work done by the Contractor is considered by the City to create a condition that threatens the health, safety, or welfare of the citizens and/or employees of the City of Pontiac, the Contractor shall, on being notified by the City, immediately correct such deficient service or work. In the event the Contractor fails, after notice, to correct the deficient service or work immediately, the City shall have the right to order the correction of the deficiency by separate contract or with its own resources at the expense of the Contractor.

33) **Waiver.** No delay or omission by either party to this contract in exercising any right, power, or remedy hereunder or otherwise afforded by contract, at law, or in equity shall constitute an acquiescence therein, impair any other right, power or remedy hereunder or otherwise afforded by any means, or operate as a waiver of such right, power, or remedy. No waiver by either party to this contract shall be valid unless set forth in writing by the party making said waiver. No waiver of or modification to any term or

condition of this contract will void, waive, or change any other term or condition. No waiver by one party to this contract of a default by the other party will imply, be construed as, or require waiver of future or other defaults.

34) Taxes and Contributions. The Contractor hereby accepts and assumes exclusive liability for and shall indemnify, protect and save harmless the City from and against the payment of:

- a) Contractor agrees to contact the City of Pontiac Income Tax Division, Audit and Compliance Section, 47450 Woodward, Pontiac, Michigan 48342, to establish reporting and withholding obligations under the City of Pontiac Income Tax Ordinance. Contractors will require the same of all subcontractors employed to perform any work in the City of Pontiac.
- b) All contributions, taxes or premiums (including interest and penalties thereon) which may be payable under the Unemployment Insurance Law of any State, the Federal Social Security Act, Federal, State, County and/or Municipal Tax Withholding Act, Federal, State, County and/or Municipal Tax Withholding Laws, or any other law, measured upon the payroll of or required to be withheld from employees by whomsoever employed or engaged in the work to be performed and furnished under this contract.
- c) All sales, use, personal property and other taxes (including interest and penalties thereon) required by any Federal, State, County, Municipal or other law to be paid or collected by the Contractor or any of its vendors or any other person or persons acting for, through or under it or any of them, by reason of the performance of this work or the acquisition, furnishing, or use of any materials, equipment, supplies, labor, services or other items for or in connection with the work.
- d) All pension, welfare, vacation, annuity and other union benefit contributions payable, under or in connection with respect, to all persons; by whomsoever employed or engaged in the work to be performed and furnished under this Contract.

35) Bonds. The Contractor is required to execute bonds, with sureties acceptable to the City, as identified in the specifications, all of which are incorporated into this agreement.

In witness whereof, the parties hereto have affixed, on duplicate originals, their signatures on the date indicated below, after first being authorized so to do.

[Contractor]

\_\_\_\_\_  
DATE

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

City of Pontiac

\_\_\_\_\_  
DATE

Sign: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_