

City of Auburn Hills, Michigan

REQUEST FOR BIDS

Police Detention Area Intercom System

Date issued: July 17, 2025

Bids Due: August 14, 2025, at 10:00 am (local time)

At the Office of the City Clerk
1827 North Squirrel Road
Auburn Hills, MI 48326

For more information regarding this RFB, please contact...

Technical Services Coordinator Chuck Marsh
Auburn Hills Police Department
248.364.6859

Table of Contents

INVITATION TO BID.....	PAGE 3-5
BID REQUIREMENTS.....	PAGE 6
EQUIPMENT SPECIFICATIONS.....	PAGE 7-8
SIGNATURE PAGE.....	PAGE 9
NOTICE TO BIDDERS.....	PAGE 10
HOLD HARMLESS AGREEMENT	PAGE 11
STANDARDS TERMS AND CONDITIONS.....	PAGE 12-15
INSURANCE REQUIREMENTS.....	PAGE 16-18
APPENDIX A – INTERCOM DEVICE LOCATIONS.....	PAGE 19

INVITATION TO BID

COMPANY NAME: _____

ITEM: Police Detention Area Intercom System

DEADLINE: August 14, 2025, at 10:00 am

The City of Auburn Hills is requesting bids for the following equipment.

- a. Wall mounted door intercom stations
- b. Detention cell audio monitoring/intercom stations
- c. Intercom control stations(s) as required
- d. Wiring and other hardware necessary for installation
- e. Installation
- f. Warranty

Bids will be accepted until Thursday, August 14, 2025, at 10:00 am. Thereafter, bids will be publicly opened in the Office of the City Clerk.

PREPARATION OF BID

- A. Bidders are expected to examine specifications and instructions. Failure to do so will be at the bidder's risk.
- B. Each bidder must furnish all the information required by City specifications. Failure to do so will be at the bidder's risk.
 1. Bidder must meet attached insurance requirements
- C. A person submitting a proposal who is in doubt as to the true meaning of any part of the specification, may contact Technical Services Coordinator Chuck Marsh at (248)364-6859 or by e-mail at cmarsh@auburnhills.org.
- D. A mandatory pre-bid meeting will be held on Tuesday July 29, 2025 at 1:00 pm at the Auburn Hills Public Safety Building Community Room (1899 N. Squirrel, Auburn Hills, MI 48326). Bidders will be given an opportunity to observe the areas where intercom/control stations are to be installed and take measurements as needed. A general building schematic will be available at this meeting showing desired locations.

SUBMISSION OF BID

- A. All bids shall be submitted in a sealed envelope and shall include the following information on the face of the envelope: bidder's name, address, and bid item. Failure to do so may result in premature opening of or failure to open such proposal. All bids must be hand delivered or mailed to Laura Pierce, Clerk, City of Auburn Hills, 1827 North Squirrel Road, Auburn Hills, Michigan 48326. In lieu of mailing, bids may also be submitted through the secure online submission system offered through BidNet, but must meet all other submission requirements for deadlines and included items.

- B. Bidders are responsible for submitting proposals before the stated closing time. Delays in the mail will not be considered. Any proposal received after the stated deadline will be rejected. Facsimile bids will not be accepted.
- C. Bids must be submitted on separate forms, and all pages of this bid must be returned with your bid response. Additional information can be added as an addendum.
- D. Bids must be submitted with the firm's name and signed by a responsible officer or employee. 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 binding on the firm.
- E. Any bid may be withdrawn by giving written notice to the Clerk before the stated closing time. After the stated closing time, no bid may be withdrawn or canceled for a period of ninety (90) days after said closing time, except for the successful bidder, whose prices shall remain for the entire contract period.

PRICE/DELIVERY/PAYMENTS

- A. The City of Auburn Hills is exempt from federal excise taxes and state sales taxes, and such taxes will not be included in the bid prices.
- B. 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 Auburn Hills Police Department
1899 North Squirrel Road
Auburn Hills, Michigan 48326

- C. Full 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. All invoices must bear the Blanket Purchase Order Number and be sent to the attention of Deputy Chief Scott McGraw at the above address.

AWARD

The evaluation and award of this bid shall be based on a combination of factors including but not limited to the following: price, completeness of proposal, i.e., the degree to which it responds to all requirements and request for information contained herein, vendor's demonstrated capabilities and qualifications, compliance with the City's specification and any other factors considered to be in the City's best interest.

GENERAL CONDITIONS

- A. All bids must be on items and accessories which equal or exceed city specifications. Bids incomplete or not meeting the City's specifications may be rejected.
- B. Any errors, omissions or discrepancies in specifications discovered by a prospective vendor and/or service provider shall be brought to the attention of Deputy Chief Scott McGraw. Further, the vendor and/or service provider shall not take advantage of errors, omissions, or discrepancies in the specifications.

- C. No agreement/contract with the City of Auburn Hills may be assigned by a vendor without prior written consent of the City.
- D. The City of Auburn Hills reserves the right to accept or reject any or all bids, to let bids again, and to waive any irregularities or informalities in the best interest of the City.
- E. The City will reserve the right to approve as "equivalent" or reject as not being "equivalent", any article proposed which contains major or minor variations from specifications requirement, but which comply substantially therewith.

BID REQUIREMENTS

- 1) **Insurance Requirements:** Enclosed are the insurance requirements as set forth by the City of Auburn Hills. The successful bidder shall name the City of Auburn Hills as additional insured prior to the starting date of the contract and said insurance must be kept in full force and effect during the entire contract period. Failure to comply with these provisions will cause termination of the contract.

The vendor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the City of Auburn Hills against any and all claims or demands whatsoever, and to hold the City of Auburn Hills harmless from any loss or damage resulting therefrom.

- 2) **Responsible Bidder:** The contract will be awarded to the responsible bidder whose proposal is determined to be most advantageous to the City, based on the evaluation criteria set forth in the RFP.
- 3) **Cancellation:** The RFP may be cancelled by the City of Auburn Hills at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interest of the City of Auburn Hills.
- 4) **Receipt of Proposals:** It is solely the responsibility of the bidder to assure the timely receipt of its proposal at the location indicated in the bid announcement. *Late proposals will not be accepted.*
- 5) **Tax Exemption:** The City of Auburn Hills is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax, except for those services delivered to individual employees as described herein.
- 6) **Costs Incurred:** The Vendor is responsible for the costs of handling, packing, and transporting goods.
- 7) **Vendor's Representations:** Each vendor, by submitting a proposal, represents that they have read and understood the RFP documents and has submitted their proposal in accordance therewith; that the proposal has been submitted by a duly authorized owner, partner, or corporate officer; and that the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
- 8) **Sub-contracting:** No sub-contracting of any part of the goods and/or services proposed in this RFP will be permitted unless authorized by the City of Auburn Hills. In no case shall any part of the contract include staff that is employed by the City of Auburn Hills.
- 9) **Indemnification:** The successful contractor shall indemnify and hold harmless the City of Auburn Hills and its officers and employees from and against all claims, losses, damages, and expenses including but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
- 10) **Warranty/Guarantee:** The vendor shall provide any and all warranty and/or guarantee information as it applies to the services provided herein. Such warranties/guarantees shall be included by the vendor as part of the bid submittal.
- 11) **Applicable Law:** Any contract resulting from the RFP shall be governed by the State of Michigan. The vendor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.

OBJECTIVE

The Auburn Hills Police Department is seeking bids to replace our currently installed detention area intercom system which consists of twelve (12) hardwired wall mount intercom stations with push button alerting and four (4) wall mounted voice activated intercom stations in our holding cells. The control station became inoperable, requiring the system to be taken out of service. In addition, we have a fully functional IP based Aiphone IX series intercom system that is used at our parking lot entry/exit gates and would be willing to consider adding the new intercom stations to this system. Bids using alternative control stations will also be accepted. The replacement system must, at a minimum, have comparable operating features to the system being replaced.

SPECIFICATIONS

I. Equipment

- a. Wall mounted intercom stations with push button alerting (interior & exterior)
- b. Wall mounted voice activated intercom stations
- c. Intercom control station
- d. Wiring and other hardware necessary for installation
- e. Installation
- f. Warranty

II. Installation

- a. Installation will be completed by the selected vendor.

III. Delivery

- a. Delivery shall be made to the Auburn Hills Police Department at 1899 N. Squirrel Rd., Auburn Hills, MI 48326. Please include any additional costs in the price sheet for shipping.

IV. Price Sheet

It is requested that all bidders complete the following Price Sheet.

Item	Part #	Quantity	Price/Unit	Total
Interior wall mounted intercom station, push button alerting		11		
Exterior wall mounted intercom station, push button alerting		1		
Interior wall mounted intercom station, voice activated		4		
Intercom control station(s)				
Wiring and other hardware				
Installation				
Warranty				
TOTAL				

All prices quoted will be for the duration of the contract and no other changes will be paid by the City except those stipulated in this quotation. The prices quoted shall be good for 60 days upon bid opening.

In submitting this bid, it is understood by the undersigned that the City of Auburn Hills reserves the right to accept or reject any and all bids, to let bids again, and to waive any irregularities or informalities in the best interest of the City.

Bidder will identify business entity as individual, or if doing business under assumed name, indicate assumed name, partnership (naming partners) corporation, foreign or domestic (naming principal officers), and indicated official capacity of person executing proposal and bid.

Date: _____ Firm name: _____

Address: _____

Signature: _____ Title: _____

Phone: _____ Fax: _____

(Names of principal officers and designate official capacity)

(If partnership or assumed name, indicate names of owners)

Any questions you may have can be answered by calling Technical Services Coordinator Chuck Marsh at (248)364-6859 or by e-mail at cmarsh@auburnhills.org.

SIGNATURE PAGE

The undersigned represents that he or she:

1. Is duly authorized to make binding offers on behalf of the company.
2. Has read and understands all information, terms, and conditions in the RFB.
3. Has not engaged in any collusive actions with any other potential bidders for this RFB.
4. Hereby offers to enter into a binding contract with the City of Auburn Hills for the services herein offered, if selected by Auburn Hills within 60 days from bid due date.
5. Represents that the services he or she is proposing are equal or greater in all respects to the services specified in the RFB.

Name (printed or typed): _____

Signature: _____

Title: _____

Company: _____

Date: _____

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFB.

Name (printed or typed): _____

Telephone Number: _____

Fax Number: _____

Street Address: _____

City/State/Zip: _____

E-Mail Address: _____

NOTICE TO BIDDERS

Notice is hereby given that the City of Auburn Hills will receive sealed bids up to Thursday, August 14, 2025, at 10:00 am for the following:

- a. Wall mounted intercom stations with push button alerting (interior & exterior)
- b. Wall mounted voice activated intercom stations
- c. Intercom control station
- d. Wiring and other hardware necessary for installation
- e. Installation
- f. Warranty

Bid packages can be obtained at the office of the City Clerk between the hours of 8:00 AM and 5:00 PM Monday through Friday.

The City reserves the right to accept and/or reject any or all bids and to waive any irregularities. Sealed bids must be submitted according to City specifications and returned to:

Clerk Laura Pierce
City of Auburn Hills
1827 North Squirrel Road
Auburn Hills, Michigan 48326

CITY OF AUBURN HILLS
HOLD HARMLESS AGREEMENT

As required for approval of the _____
(Activity)

_____ herein after referred to as _____,
(Name of Company) (Abbreviated Name Form)

agrees to indemnify, defend, and hold harmless the City of Auburn Hills, its officers, agents and employees from any liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments arising from injury to persons, including death or injury to property which arises out of the act, omission and/or negligence of _____ its agents, or employees in connection with or arising out of the _____ provided that nothing herein shall require _____ to indemnify the City against and/or hold the City harmless from claims, demands, or suits based solely upon the negligent conduct of the City, its agents, officers, and employees.

In the case of the aforementioned actions, omissions, and/or negligence by _____, _____ shall appear and defend, and (retain attorneys) pay all charges of attorneys and shall be responsible for all expenses arising from or incurred in connection therewith, and if any judgment shall be rendered against the City, its officers, agents or employees, or against _____, the _____ shall at its own expense satisfy and discharge same.

In addition, _____ agrees to furnish a certificate of insurance showing proof of insurance as required by the City of Auburn Hills.

Name of Organization

Witnesses

By _____

Dated _____

**CITY OF AUBURN HILLS AND/OR CITY OF AUBURN HILLS T.I.F.A, B.R.A., D.D.A.
STANDARD TERMS AND CONDITIONS**

1. **Assignment/Transfer:** The contract may not be assigned or transferred without the written consent of the City of Auburn Hills. Assignment or transfer of the contract without written consent of the City of Auburn Hills (City) may be construed by the City as a breach of contract sufficient to cancel this agreement at the discretion of the City.
2. **Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Contractor's (Seller's) plant or facility does not preclude Purchaser's rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
3. **FOB and Risk of Loss:** All items must be FOB Destination and all freight charges must be included in the Bid unless otherwise indicated in this document regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
4. **Payment Terms:** Payment will be 2%10-Net 30 unless otherwise specified by the City of Auburn Hills.
5. **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this section does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
6. **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
7. **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
8. **IRS Form W-9:** Seller must have on file with the City of Auburn Hills an IRS Form W-9 before Purchaser will issue any payment to Seller.
9. **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required herein shall be in accordance with the applicable standards, requirements, provisions, stipulations and all Federal, State or City of Auburn Hills laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
10. **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of all of the parties.
11. **Termination:** The City of Auburn Hills may unilaterally in writing terminate this agreement at any time and for any reason or no reason, whether or not the Contractor is in default of any of its obligations hereunder. Under any such termination, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City of Auburn Hills agrees that the Contractor shall be paid for items and/or services already accepted by the City of Auburn Hills, but in no event shall the City of Auburn Hills be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement in writing at any time for the failure of the other to comply with any of its material terms and conditions.
12. **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any other breach of the same or of any other covenant or condition.
13. **Records and Right to Audit:** Whenever the City enters into any type of contractual arrangement including but not limited to lump sum contracts (i.e. fixed price or stipulated sum contracts), unit price, cost plus or time & material contracts with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall upon reasonable notice be open to the City for inspection and subject to audit and/or reproduction at during normal business working hours. The City's representative or an outside representative engaged by City may perform such audits. The City or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment or longer if required by law.
 - a. Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character including without limitation, records, books, papers, documents,

subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment, have any relevance to, bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document with the City. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including bids of successful and unsuccessful respondents, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Contractor records which may have a bearing on matters of interest to the City in connection with the Contractor's dealings with the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of: a) Contractor compliance with contract requirements; b) compliance with the City's Charter, ordinances, and policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the Contractor or its payees.

- b. Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Section by agreeing to the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will cancel Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) for failure to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials, and data.
 - c. The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this Section.
 - d. If an audit inspection or examination in accordance with this Section, discloses overpricing or over charges (of any nature) by the Contractor to the City in excess of one-half of one percent (.5%) of the total contract billings the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to Contractor.
14. **Complete Agreement:** The parties agree that the conditions of purchase and for provision of services stated herein or in attachments hereto set forth their entire agreement between the parties and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
15. **Liability and Indemnity:** It is required that all Contractors providing services or performing duties for the City of Auburn Hills and/or its Authorities shall enter into a Hold Harmless/Indemnification Agreement with the City and all other entities as set forth in section 1(e) of the Insurance Requirements which Insurance Requirements are attached hereto and incorporated herein by reference, in which Agreement the Contractor and its employees, representatives and agents agrees to release, indemnify, defend, and hold harmless the City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Contract.
16. **Records:** The City of Auburn Hills reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
17. **Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage as required in the City's Insurance Requirements which are

attached hereto and incorporated herein by reference and the Contractor shall at its own expense at all times during the term of this Agreement comply with all of the other requirements contained in the City's Insurance Requirements.

18. **Noncompliance:** Failure to deliver the goods and/or services in accordance with specifications will be cause for the City of Auburn Hills to cancel the resulting contract or any part thereof and purchase on the open market, charging any resulting and additional cost to the Contractor, which amounts the Contractor shall pay to the City within 30 days from date of invoice.
19. **Protection of Resident Workers:** The City of Auburn Hills supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The City of Auburn Hills shall have the right to terminate the contract if the City determines that the Contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.
20. **Non-Discrimination Clause:** The Contractor agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such Contract, with respect to hire, tenure, terms, conditions or privileges, or employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, gender, sexual preference, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the "Michigan Elliott Larson Civil Rights Act." The Contractor further agrees to require similar provisions from any subcontractors, or suppliers.
21. **Subcontracting:** The use of a subcontractor is subject to the prior approval of the City of Auburn Hills.
22. **Use of the City Seal:** Contractors are prohibited from using the official Seal of the City of Auburn Hills in this bid or in any other manner.
23. **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.
24. **Suitable Tools and Labor:** The Contractor shall furnish suitable tools and building appliances and employ competent labor to perform the work to be done, and any labor, tools or appliances that shall not, in the judgment of the City of Auburn Hills, be suitable or competent to produce this result may be ordered corrected by the City, and such labor, tools or appliances shall be substituted therefore by the Contractor as will meet with the approval of the City of Auburn Hills. If not otherwise provided, material or work called for in this Contract shall be furnished and performed in accordance with well-known established practice and standards recognized by architects, engineers, and the trade.
25. **Changes in Quantities or Plans:** The City of Auburn Hills reserves the right to make, by written order, at any time during the Work, such changes in quantities and such alterations in the work as are necessary to satisfactorily complete the project. Such changes in quantities and alterations shall not invalidate the Contract nor release the Surety, and by signing a written work or authorization or change order, the Contractor agrees to perform the Work as altered and agrees to accept, as payment in full for such Work, the monetary amounts set forth in such written order as indicated by the City of Auburn Hills. In addition, by signing a written order, the Contractor releases the City of Auburn Hills from any and all claims for additional compensation with regard to the items of work specified in the written order; including, but not limited to, any and all claims for delay and overhead, unless the City of Auburn Hills is notified in writing at the time of signing the authorization or written order that the Contractor refuses to release the City of Auburn Hills from such claims. All increases in quantities of work which appear in the contract as pay items shall be paid for at the contract unit prices. Decreases in quantities included in the contract shall be deducted from the contract at the contract unit prices.
26. **Payments Withheld:** The City of Auburn Hills may withhold or, on account of subsequently discovered evidence, nullify the whole or a part of any certificate for progress payment to such extent as may be necessary to protect itself from loss of account of:
 - a. Defective work not remedied;
 - b. Claims filed or reasonable evidence indicating probable filing of claims;
 - c. Failure of the Contractor to make payments properly to subcontractors or for material or labor;
 - d. A reasonable doubt that the agreement can be completed for the balance then unpaid;
 - e. Damage to another Contractor.
27. **Sunday & Night Work:** The Contractor is required to prosecute work done under this Agreement during the hours of daylight, and no work will be permitted at night or on Sundays, except to save property or life, or as specifically authorized or directed by the City of Auburn Hills.
28. **Cleaning Up:** The Contractor shall remove at his own expense from the City of Auburn Hills' property and from all public and private property, all temporary structures, rubbish, and waste materials resulting from its

operations. This requirement shall not apply to property used for permanent disposal of rubbish or waste materials in accordance with permission of such disposal granted to the Contractor by the City of Auburn Hills thereof. The Contractor is responsible for restoring the property to its original condition.

29. **Permits & Regulations:** The Contractor shall secure at Contractor's own expense, at no cost to the City of Auburn Hills, all permits, licenses, and inspections necessary for the prosecution of the work. He shall pay for same at his own expense as well as for any inspection fees required in connection with such permits, and shall conduct his operations in accordance with the provisions of such permits, including tunneling under pavements where required.
30. **Tobacco Use on City Property:** Contractors are prohibited from using tobacco on any City-owned property.
31. The City reserves the right to reject any or all bids or waive any irregularities, formality, or deficiency in the bids, it deems in the best interest of the City.
32. The bidding Contractor is responsible for all costs associated with research and preparation of the bidding document.
33. Each proposal must be accompanied by a Bidder's Bond or cash in an amount established by the City in these specifications.
34. All bidders must have the ability to provide a Bidder's Bond, Performance Bond, and Payment Bond in the following amounts _____.
35. Contract will be awarded to the most "responsible bidder," provided that bid is in the best interest of the City and the most "responsible bidder" does not necessarily mean the lowest bidder. The City does not, in any way, obligate itself to accept the lowest bid.

Insurance Requirements
City of Auburn Hills, Michigan
And/Or
City of Auburn Hills T.I.F.A, B.R.A., D.D.A

1. Liability Insurance:

An ACORD certificate of insurance, or its equivalent, shall be furnished to the City of Auburn Hills at 1827 North Squirrel Road, Auburn Hills, Michigan 48326 evidencing insurance in force for the duration of and applicable to this contract and/or temporary events/special event with an insurance company acceptable to the City of Auburn Hills with a minimum A.M. BEST rating of "A-", and the following minimum requirements:

- a. General Liability (affording coverage not less than ISO Commercial General Liability coverage form):
 - I. Check mark indicating occurrence as opposed to claims made form
 - II. Limits of Liability:
 - \$1,000,000 each occurrence
 - \$2,000,000 general and products-completed operations aggregates
 - III. Personal Injury
 - \$2,000,000 aggregate
- b. Automobile Liability:
 - I. Check mark indicating coverage as to any automobile
 - II. Certificate must reflect Michigan "No Fault" PIP and PPI statutory coverages are also afforded
 - III. Limits of Liability: \$1,000,000 combined single limit
- c. Commercial Umbrella (Excess) of at least \$4,000,000
- d. The Contractor shall insure the Contractor's equipment and property and the City, and those persons and entities described in section 1(e) herein shall not be liable and/or responsible for any damage to said equipment and/ or property.
- e. Description section of ACORD form is to read: It is understood and agreed that the following shall be additional insured: *The City of Auburn Hills, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives, and volunteers. The coverage shall be primary to the additional insured and not contributing with any other insurance or similar protection available to the additional insured. This shall not apply to the contractor's required worker's compensation/employer's liability.*
- f. The Description of Operation section of the Certificate shall also name or describe the project and/or event for which coverage is provided.

2. Workers Compensation

The Contractor shall procure and maintain during the life of the contract, statutory Michigan Workers Compensation and Employers Liability Insurance for all employees employed at or in the vicinity of the Contractor's property, or any property used in connection with the Contractor's operation or in carrying out any work related to this contract.

Michigan Workers Compensation and Employers Liability Insurance shall be procured and maintained with the following limits of liability:

- \$500,000 E.L. each accident
- \$500,000 E.L. each disease – each employee
- \$500,000 E.L. Disease – Policy Limit

This insurance shall comply with all applicable rules and regulations of the State of Michigan and shall be from an insurance company acceptable to the City of Auburn Hills.

3. Hold Harmless/Indemnification Agreement

It is further required that all contractors providing services or performing duties for the City of Auburn Hills and/or its Authorities shall enter into a Hold Harmless/Indemnification Agreement with the City and all other entities as set forth in section 1(e) herein, in which Agreement the Contractor and its employees, representatives and agents agrees to release, indemnify, defend, and hold harmless the City of Auburn Hills, including all elected and appointed officials, all employees, representatives, and

volunteers, all boards, commissions, and/or authorities, including but not limited to the Tax Increment Finance Authority, Brownfield Redevelopment Authority and the Downtown Development Authority, and their officers, employees, representatives and volunteers from any injuries, liability, damages, expenses, attorney's fees, causes of action, suits, claims or judgments, costs, incurred and/or arising from the Contractor's performing its work, jobs, duties and/or any other actions and/or omissions of the Contractor and/or its employees, representatives and/or agents pertaining to and/or in connection with the Activity.

4. Certification of Insurance

The Contractor agrees that he/she will file all required Certificates of Insurance satisfactory to the City of Auburn Hills with the City of Auburn Hills simultaneously with or prior to the execution of this contract indicating that the insurance required herein has been issued and is in full force and effect.

Further, the Contractor will provide updated certificates annually prior to the policies expiration dates, to indicate that the policies and conditions required hereunder are in full force and effect during the life of this contract.

It is understood and agreed that thirty (30) days advance written notice of cancellation, non- renewal, reduction and/or material change in coverage shall be mailed to:

- i. City Clerk's Office
City of Auburn Hills
1827 North Squirrel Road
Auburn Hills, MI 48326

5. Sub-Contractors Insurance Requirements

If approval is granted by the City of Auburn Hills for a Contractor to subcontract any or all of such contract to others, then prior to commencing the subcontract, the City's contract or agreement with the Contractor shall stipulate that the Contractor will require their subcontractor agreements to carry the same limits as required by the City of the Contractor.

6. Requirement as Part of Contract

These insurance requirements shall be expressly contained in and/or incorporated by reference into the contract executed between the contractor and the City.

7. OTHER INSURANCE REQUIREMENTS THAT MAY BE APPLICABLE DEPENDING ON SCOPE OR TYPE OF WORK. IF CHECKED, THESE REQUIREMENTS ARE MANDATORY TO THE CONTRACT AND SHALL BE INCLUDED IN CONTRACT AND PROVIDED TO THE CITY AS DIRECTED.

a. Owner's and Contractor's Protective Liability (_____)

The Contractor shall procure and maintain during the life of the contract Owner's and Contractor's Protective Liability Insurance in the name of the City of Auburn Hills, in an amount not less than \$2,000,000 per occurrence, and \$4,000,000 aggregate for injuries, including death, to persons and property damage including loss of use thereof. This insurance shall be from an insurance company acceptable to the City of Auburn Hills.

b. Professional Liability (_____)

If the Contractor is providing professional services/work, then the Contractor shall procure and maintain during the life of the contract Professional Liability insurance in the amount of \$1,000,000. (Professional services is defined but not limited to architects, builders, engineers, agents, attorney).

c. Cyber Liability (_____)

Cyber Liability Insurance with limits of at least \$1,000,000 and this policy shall include \$1,000,000 of third-party liability. Required if the contractor is providing technological services (includes but not limited to programming of any systems/services, anything accessing private City data, or is related to phones/telecommunications/computers/electronic data/banking services).

d. **Employee Dishonesty**
(w/third party endorsement) (_____)

Employee Dishonesty coverage with limits of at least \$1,000,000 w/ third party of endorsement. Required when contractor is working on site in city owned buildings. May be required when contractor is working on site on city owned property.

2. Temporary Events and/or Special Events

With respect to temporary events and special events, the City shall have the discretion to amend some, or all of the insurance requirements set forth in this document upon request of the applicant and review by the City. Determination of such amendment will be solely at the discretion of the City and the City's consultants and such determination will consider the type of services being provided and any and all potential risk to City. Applicants granted amended insurance requirements for any event must request such amendment each event and or occurrence of such event that is separately contracted with the City. An applicant or vendor which utilizes fireworks or alcohol may not be considered for waiver and must be evaluated for additional licenses and permits. All applicants, at a minimum, must enter into a Hold Harmless/Indemnification Agreement as described in Section 9 herein.

Auburn Hills Police Department Intercom Device Locations

Location	Quantity	Type
Front Desk	1	Control station
H-2 Door	2	Wall mount push-button
H-3 Door	2	Wall mount push-button
H-4 Corridor	1	Wall mount push-button
H-5 Door	2	Wall mount push-button
Cell 1	1	Wall mount audio monitor/speaker
Cell 2	1	Wall mount audio monitor/speaker
Cell 3	1	Wall mount audio monitor/speaker
Cell 4	1	Wall mount audio monitor/speaker
D-1 Door	2	Wall mount push-button
S-1 Door	2	Wall mount push-button
PD-1 Door	1	Exterior wall mount push-button