



Finance and Business Office

## **Elevator Maintenance & Repairs**

**Bid Submitted by:**

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**DPL-LD-2130**

Date of Issue: April 05, 2022

Bid Due Date: April 25, 2022 @ 2:30 pm

## **DPL-LD-2130**

The Detroit Public Library is requesting proposals from qualified bidders to furnish ***Elevator Maintenance & Repair Services***.

Proposals are to be addressed and submitted electronically via [www.Bidnet.com](http://www.Bidnet.com), in accordance with the bid instructions and all other requirements as referenced in this document. Bids will be received until **April 25, 2022 @ 2:30 pm** local time, after which no other bids will be accepted. The Procurement Department will publicly record all bids at that time. No other public disclosure will be made until after award of contract.

## INSTRUCTIONS TO BIDDERS

1. Firms responding to this Request for Proposal ("RFP") shall submit their proposal in the overall format as outlined in this solicitation.
2. Bidders shall submit **one original copy**, electronically, identifying the response as follows:

- Bid Title: **Elevator Maintenance & Repair Services**
- Project Number: **DPL-LD-2130**
- Bid Due Date: **April 25, 2022 @ 2:30 pm**
- Company's name and address

***Bid must be signed to be acceptable***

*No telephone, electronic, or facsimile bids will be considered unless otherwise stated within this document.*

3. There will be a mandatory pre-proposal conference and site visit, as follows:

### **Elevator Maintenance & Repair Services RFP Pre-Proposal Meeting**

Event date  
April 12, 2022 11:00 AM EST

Location  
5201 Woodward Avenue Detroit, MI 48202

The walk through will commence upon conclusion of the pre-proposal meeting. Park in the guest lot on Putnam and enter through the staff entrance.

Once the inspections are complete at the Main Library, we will travel to the Redford Branch, 21200 Grand River. Due to the construction at Skillman, it is not possible to inspect the elevator equipment at this branch.

4. **Late Bids will not be accepted or considered.** It is the responsibility of the Proposer to ensure that the bid is uploaded electronically prior to the date and time indicated. Telephone quotes will not be accepted. Time and date validation will occur in the Bidnet system and bids cannot be uploaded after the deadline.
5. **VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-**

RESPONSIVE. The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract. The Detroit Public Library shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any changes, modifications or additions made by the Detroit Public Library to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of the changes, modifications or additions made by the Detroit Public Library to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the Detroit Public Library may pursue costs and expenses to re-bid the item from that Vendor.

The Authorized Version of the bid document shall be that bid document appearing on the MITN website with any amendments and updates. The Detroit Public Library officially distributes bid documents from the Procurement Department or through the Michigan Intergovernmental Trade Network (MITN) website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Procurement Department or the MITN website are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, [www.bidnetdirect.com](http://www.bidnetdirect.com) and obtain an official copy.

6. Bids must be dated and signed by a duly authorized partner or corporate officer, with that person's name and title clearly identified. No bid shall be withdrawn for ninety (90) days from the submission deadline unless otherwise stated in the bid document.
7. The Detroit Public Library reserves the right to:
  - a. Reject any and all proposals received as a result of this RFP.
  - b. Waive or decline to waive any informalities and any irregularities in any bid received.
8. The selected vendor will be required to assume responsibility for all goods and services offered in the bid, whether or not the bidder produces them. Further, the selected vendor shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract. All proposals and other materials submitted shall become the property of the

Detroit Public Library.

9. All changes in the RFP documents shall be through written addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of the bid.

10. Public Recording

A virtual meeting has been established for any prospective proposers that may be interested in the public recording of bids for the Detroit Public Library. Please see the following link for the public recording of the bids:

Join Zoom Meeting

<https://us06web.zoom.us/j/83495061886>

Meeting ID: 834 9506 1886

One tap mobile

+19292056099,,83495061886# US (New York)

+13017158592,,83495061886# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 834 9506 1886

Find your local number: <https://us06web.zoom.us/j/83495061886>

11. Elevator Maintenance & Repairs Procurement Timeline

Activity	Due Date
RFP Posted publicly	April 05, 2022
Pre-Proposal Meeting	April 12, 2022 @ 11:00 am
Supplier Clarification Questions Due	April 13, 2022 @ 3:00 pm
DPL response to Questions	April 19, 2022 @ 5:00 pm
Proposals Due	April 25, 2022 @ 2:30 pm
Vendor Presentations	Week of May 9, 2022 (tentative)
Commission Approval of Award Recommendation	TBD
Contracting and Project Implementation	TBD

# **REQUEST FOR PROPOSAL**

## **Elevator Maintenance & Repairs**

### **1. INTRODUCTION**

Detroit Public Library (DPL) requests proposals from qualified firms to provide Elevator Maintenance & Repairs for the Detroit Public Library.

### **2. MINIMUM QUALIFICATIONS**

Proposals will only be accepted from those firms demonstrating a minimum of five years (5) years of experience providing the services requested in the RFP for projects of similar scope and size.

### **3. ADHERENCE TO TERMS**

A proposal once accepted by the Library, may become a binding contractual obligation of the respondent. The failure of a successful respondent to accept this obligation and to adhere to the terms of the respondent's proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent.

### **4. REJECTION OF PROPOSALS**

The Library expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the Library determines and/or to take any other appropriate action that is in the best interest of the Library.

### **5. AWARD CLAUSE INCLUDING RENEWAL OPTIONS**

If a contract is awarded as a result of this RFP it will be a Detroit Public Library Professional Services Contract. Any renewal option exercised under this contract is effective only after the approval of the Detroit Library Commission and the Chief Financial Officer. The Library anticipates a single award as a result of this RFP.

### **6. GENERAL SPECIFICATIONS**

The Detroit Public Library is the largest library system in the State of Michigan. The Main Library and its 21 neighborhood branches make it one of the most valuable and accessible public institutions in Metropolitan Detroit.

### **7. SCOPE**

This RFP covers the Detroit Public Library elevators listed on the attached cost schedule. Proposers shall have a minimum five-year record of successful experience in the business of installing and/or servicing elevators of the type covered by these requirements.

Subcontracting shall not be allowed. Responders shall have adequate staff to respond to emergency callback service requests within one hour of receipt of call.

Please note: Escalators are outside of the scope of this RFP.

**A. REQUIREMENTS:**

1. The contractor shall regularly and systematically examine, adjust, lubricate and clean the elevators at a time agreeable to the Library, and if conditions necessitate, repair or replace parts and equipment.
2. The repairing, refinishing or replacing of cab enclosures, cab floors, cab door panels, hoist way door panels, frames and sills, hydraulic cylinders, and power switches and feeder to the controller.
3. It is expected that the maintenance work will be performed during normal daytime working hours of the elevator trade, Monday through Friday, excluding holidays, for 8 hour callback.
4. When required, emergency callback service shall be provided during the hours indicated on the bid sheet.
5. Emergency callbacks requested after the hours indicted on the bid sheet and/or any examinations, adjustments or repairs conducted at the specific request of the Library, during overtime hours of the elevator trade shall be paid for at the difference between the regular and overtime rate provided by the contractor's bid.
6. Response to emergency callbacks, as defined by the Library, shall be within one hour after time of call with service technician on site.
7. All testing shall be in compliance with all applicable federal, state and local requirements.
8. The cost of materials and labor for the installation of any attachments or features required by insurance companies or by governmental authorities, or for any parts of items which may be damaged by vandalism, misuse, fire, theft, water, or an Act of God, shall not be included in the contract price for this maintenance service. However, it is understood that the contractor shall be required to furnish the parts at a cost not to exceed the current market price for the parts and the labor for the installation of the parts at the hourly rates established in the bid.
9. The Library shall approve all necessary examination forms to be used by the contractor in order to ensure compliance with the above specifications. These forms will be filed in the elevator machine room for each elevator and shall become property of the Library.
10. If the maintenance level is questioned by the Library, the City of Detroit Elevator Inspector may be called to verify possible negligence. If the alleged negligence is

verified, the costs of such inspection and corrective action will be borne by the contractor.

11. Evaluation standards shall be met to assure that the elevators are maintained at a performance level in line with the original design:
  - A. Door Performance: In evaluating the door performance, complete door opening and closing times will be used. A determination that the doors open and close smoothly without slamming will also be required. Door closing pressures will be maintained in conformance to existing codes. Door reopen devices shall be maintained to operate as originally installed.
  - B. Landing Performance: Landing accuracy shall be plus or minus ½", regardless of number of passengers, up to rated capacity.
  - C. Rated Speed Performance: Rated speed shall be maintained within plus or minus 5%.
12. Schedule of Complete Maintenance Elevator Service Outline: The following schedule of examination and maintenance operations shall be followed in carrying out the performance of this contract. This schedule constitutes the minimum of operations and frequency of performance required. The successful contractor must recognize that additional services may be required in order to comply with performance evaluation requirements.

## **B. SERVICE INTERVALS:**

Examination shall be provided at the specified interval. During such examinations the following operations are to be performed, but not limited to:

1. Ride each car; check operation of car and hoist way doors; also acceleration; deceleration, floor stops, leveling, and brake action. Make required corrections.
2. Inspect and wipe clean all motors, machines and generators.
3. Inspect controllers, selectors and governors.
4. Clean and adjust all controller contacts and renew worn contacts and/or shunts where necessary. Check sequence operation.
5. Wipe clean all motor, generator and exciter commutators, clean and check brushes and brush holders. Renew or reset brushes, when necessary.
6. Clean direction and accelerating switches.
7. Inspect brake operation. Check shoe to brake pulley clearance and adjust as required for proper operation. Clean pulley, if necessary.

8. Clean machine room.
9. Check floors for missing indicator plates, arrows, buttons, etc. and replace where required.
10. Replace or repair all non-functional lamps.
11. Inspect door monitoring equipment and safety edge units. Clean, lubricate, adjust or repair, as necessary.
12. Test emergency telephones.

#### **QUARTERLY SERVICES:**

1. Clean hoist way pits and inspect equipment in them.
2. Inspect working parts or all governors for free operation, clean and lubricate as necessary. Check contacts, shaft, brushings, and rubbing surfaces for cleanliness and wear.
3. Inspect all door operating equipment, including motor brushes, commutator, belts or chains, contacts, drive canes and clocks. Clean, lubricate, adjust or replace, as necessary.
4. Examine all wire ropes and fastenings, check and adjust rope tension.
5. Examine traveling cables for wear and position.
6. Examine counterweight. Tighten all loose belts. If welds are cracked or broken, bring to attention of the Library.
7. Clean and lubricate automatic slow down and stopping switches on top of cars and in hoist way.
8. Clean car position indicators; adjust if necessary.
9. Inspect and clean car guides. Replace worn and cracked parts.
10. Check and clean car fan motors for proper operation.
11. Blow out and vacuum clean controller; motors and motor generator sets.

#### **SEMI-ANNUAL SERVICES:**

1. Check bearings for proper operations and wear.
2. Examine machine gear teeth for cutting or noise.

3. While riding on top of cars, physically check condition and operation of door locking equipment.
4. Perform electrical test of door interlock circuits.
5. Examine door locks and door closer equipment. Clean door channels.
6. Examine car and counterweight guide shoe and fastening.
7. Renew guides or rollers when necessary. Lubricate sliding guide shoes.
8. Remove car station cover, blow out; clean switches and buttons.

**ANNUAL SERVICES:**

1. Examine, clean with proper solution, and repair as necessary, commutator, brushes and brush holders of all small control motors and regulators.
2. Thoroughly examine and clean starter and control panels. Check each contactor and relay by hand for wear, cleanliness, proper adjustment. Clean, re-adjust, repair or replace, as necessary.
3. Check, clean and adjust operation of slow down and limit switches.
4. Examine all moving parts of governor and safety for free operation. Clean and adjust.
5. Examine, clean and add oil to buffers, if necessary. Perform "hand test" of plunger return.
6. Drain machine gear oil; seal any oil leaks; examine gear teeth, refill with fresh oil.
7. Overhaul machine brake, including disassembly, cleaning, replacement of worn component, reassembly and re-adjustment.
8. Provide five (5) full-load governor and safety test per City of Detroit Elevator Code, if required during the contract period.
9. Clean and lubricate hoist way door hangers, track and door arms.
10. Examine car and counterweight wire hoist ropes and governor ropes for wear and condition; re-rope, if necessary.
11. Clean rails, hatch walls, car top, pit, overhead sheaves and beams. Check brackets and bolts for tightness.
12. Each summer, the vendor shall have a major preventative maintenance program to include all contactors, relays, switches, timing adjustments — electrical and electronics parts, mechanical parts, including door operators, door tracks, hoist motors, cables, indicating lamps, call buttons, and all equipment as originally

installed, or approved variations by the Library.

13. Perform a complete system check of all logic features and/ or programs if available and as determined by the Library.
14. Test firemen service operations and emergency power operations in accordance with ANSI 17.1 safety code for elevators and escalators at a time, as determined by the Library.
15. Automatic communication systems that are part of elevator car shall be tested and maintained as originally installed.
16. Hydraulic elevators shall be inspected and tested as per ANSI 17.2.
17. The contractor(s) shall, at the prescribed time interval examine, adjust, clean and lubricate as required, the following parts, where applicable: All safety devices and feature, copper and carbon contacts, contact springs, brushes, door and gate contacts, governor sheaves, governor, solid state components, hall buttons, signals, brake, controller, pump, valves, door operators, door guides and rollers, door interlocks, leveling devices and cams, guide rails, rail brackets, guide shoes, roller guides, ledges, door sills, door closers, door hanger, all machine components, oil return systems, the elevator pit, gland packing, selectors and components, deflector or idler sheaves, and compensating assemblies.
18. The contractor(s) shall provide as required at no additional cost, all cleaning materials and lubricants meeting the specifications for lubricants as recommended by the manufacturer. Hydraulic fluid to maintain fluid at level recommendations by the manufacturer will be furnished by the Contractor.

#### **REPAIR WORK:**

Repair work not covered under this contract must be performed on the site with minimal interruption, on a regular working hour basis, until the job is completed. Should the Library request that the work proceed on a 24-hour basis, the contractor shall be reimbursed on the overtime labor rate for these regular hours.

#### **TIME AND MATERIALS:**

1. The cost of all parts and labor cost for the replacement or repair of these parts shall not be included in the contract price for the maintenance service. However, it is to be understood that the contractor(s) shall be required to furnish these parts at a cost not to exceed the current market price for the parts. The contractor(s) may be required to furnish the labor for removal and replacement of these parts and for the performance of the safety tests at the hourly rate as established by this bid.
2. It is expected that all of the above work will be performed during the normal daytime working hours of the elevator trade. If emergency service is requested by the Library,

such service shall be performed at the rates established by the contractor's bid.

3. The contractor shall provide all approved and necessary examination forms to be used in order to ensure compliance with the above specifications. These forms will be filed in the elevator machine room for each respective elevator.
4. The contractor(s) shall immediately notify the Library when any parts or components within the elevator system may require repair, modification or replacement.
5. Should a failure to or in the elevator system occur because the contractor(s) did not notify the Library the contractor(s) shall be liable for any and all costs incurred by the Library to make the elevator operative.

## **8. EVALUATION PROCEDURE**

After evaluating the proposal, oral presentations may be scheduled with the respondents. A final determination will be made after the oral presentations are complete. Following the receipt of proposals, a Library designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the Library determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable. The Library may also at its discretion, request oral presentations or make site visits at Respondent's facility. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The Library may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus

Written proposals and orals will be evaluated based on the following criteria:

<b>Evaluation Criteria</b>	<b>% Weight</b>
Cost of eligible products and services	40%
Experience	15%
Availability	15%
Quality of proposal/references	15%
Project management expertise	15%
<b>Total</b>	<b>100%</b>

## **9. AWARD**

The Library reserves the right to accept or reject any and all quotes, to make a partial award, or to make a multiple Contractor award. The acceptance or rejection of any or all quotes and the making of an award or a partial award will be at the sole discretion

of the Library. The Library reserves the right to request additional information. The contract shall be awarded to the lowest, responsive, responsible bidder or bidders as determined by the Library.

#### **10. CLARIFICATION OF QUOTES**

The Library reserves the right to obtain clarification of any point in the quote or to obtain additional information necessary to properly evaluate a particular quote. Failure of a Contractor to respond to such a request for additional information or clarification could result in rejection of the quote.

#### **11. ACCEPTANCE OF RFP TERMS**

A quote submitted in response to this RFP shall constitute a binding offer. The supplier shall identify clearly and thoroughly any variation between its offer and this RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. Contractor's authorized representative may withdraw quotes only by written request received before the quote due date.

#### **12. PAYMENT TERMS**

Payment will not be authorized until a final inspection and approval has been completed. Additionally, all invoices shall be submitted electronically to [accountspayable@detroitpubliclibrary.org](mailto:accountspayable@detroitpubliclibrary.org). All invoices shall be clearly legible and contain the following information:

1. Company Name, Address and Phone Number
2. Unique Invoice Number
3. Accurate Item Description
4. Quantity
5. Unit Price
6. Net total cost, after any applied discount
7. Purchase Order Number
8. Date and Location of Delivery

It is the responsibility of the successful bidder to submit a properly completed invoice. Failure to submit a proper invoice will result in delay of payment. Each supplier must register with the City of Detroit at [www.detroitmi.gov/supplier](http://www.detroitmi.gov/supplier) to receive payment.

#### **13. QUESTIONS**

Upon release of this RFP, all proposer communications concerning the solicitation should be directed to the Library's Procurement Manager listed below via [www.bidnetdirect.com](http://www.bidnetdirect.com). Unauthorized contact regarding this RFP with any other Library employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Library. Service Providers should rely only on written statements issued by the Library's Procurement Manager.

The Library's Procurement Manager for this project is:

Name: Leiann Day  
Address: Detroit Public Library, 5201 Woodward Detroit, MI 48202  
Email: [lday@detroitpubliclibrary.org](mailto:lday@detroitpubliclibrary.org)

#### **14. CONTRACT APPROVAL**

Upon contract award, the Library and the respondent shall execute a Professional Services Contract, which shall contain all contractual terms and conditions in a form provided by the Library. No contract shall become effective until the contract has been approved by the required Library Departments and Detroit Library Commission and signed by the Library's Chief Financial Officer. Prior to the completion of this approval process, the respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the respondent prior to such approvals; nor shall the Library incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

#### **15. REQUIRED SUBMITTAL INSTRUCTIONS**

All proposals must be submitted through [www.bidnetdirect.com](http://www.bidnetdirect.com). Each respondent is responsible for ensuring that its proposal is received by the Library on a timely basis. Faxed or mailed proposals will not be accepted. Firms shall not distribute their proposals to any other Library office or Library employee. Proposals received become the property of the Library. The Library is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Oracle System. Responses received will not be available for review. Proposals received will be subject to disclosure under applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the Library must sign the proposals. The contact person regarding the proposal should also be specified by name, title, and phone number. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made. Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the Library shall be binding upon Detroit Public Library.

#### **16. ASSIGNMENT**

The services to be performed by the respondent shall not be assigned, sublet, or transferred, nor shall the respondent assign any monies due or to become due to him under any contract entered into with the Library pursuant to these specifications, without prior written approval of the Library.

#### **17. MISCELLANEOUS**

It shall be the responsibility of the respondent to thoroughly familiarize themselves with the provisions of these requirements. After executing the contract, no consideration will be given to any claim of misunderstanding.

The respondent agrees to abide by the rules and regulations as prescribed herein by the Library as the same now exists or may hereafter from time-to-time be changed in writing.

#### **18. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL**

The Library reserves the right to modify the services provided by the respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the respondent and the Library.

#### **19. CHANGES IN FACTS**

Proposers shall advise the Library during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

#### **20. CONFIDENTIALITY OF PROPOSALS**

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded, they are subject disclosure as per the requirements of the Michigan Freedom of Information Act.

#### **21. NEWS RELEASE**

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the Library.

#### **22. CHANGES IN PROPOSAL REQUIREMENTS**

The Library may make changes to the requirements of this RFP, as it deems necessary. Respondents will be notified by email if any changes are made to the RFP. If changes are made, the Library may, at its discretion, extend the time allowed for submission of proposals.

**REFERENCES**

Each company shall provide evidence of experience, any required licenses, and list of equipment required to provide the requested services (in an attachment). Also, please provide three (3) references for projects of a similar size and scope as that of the Library.

REFERENCE #1	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL	
YEARS OF EXPERIENCE	

REFERENCE #2	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	
YEARS OF SERVICE	

REFERENCE #3	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	
YEARS OF SERVICE	

**Attachment**

**NON-COLLUSION AFFIDAVIT**

RFP Number: \_\_\_\_\_ Description: \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors, and Officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

1. The price(s) and the amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of the bid, and either the approximate price(s) or the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

\_\_\_\_\_  
SIGNATURE OF PERSON SUBMITTING BID

\_\_\_\_\_  
BID NOTARY'S SIGNATURE

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ in and for \_\_\_\_\_ County.

My commission expires: \_\_\_\_\_

### **Statement of No Proposal**

Note: If you do not intend to submit a proposal on this commodity or service, please return this form immediately.

The Purchasing Department of the Detroit Public Library wishes to keep its vendors' list file up-to-date. If, for any reason, you cannot supply the commodity/service noted on the attached solicitation, please complete this form and return to: Detroit Public Library, Procurement Department at 5201 Woodward Avenue, Detroit, Michigan, 48202, to remain on the particular vendor list for future projects of this type.

### **PLEASE COMPLETE AND RETURN**

We the undersigned have declined to submit on this proposal for the following reasons:

- ☐ Specifications to "tight" i.e. geared toward one brand or service (explain below).
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet specifications.
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time to respond to RFP/IFB.
- ☐ We were unable to meet bond requirements.
- ☐ We were unable to meet insurance requirements.
- ☐ We are not able to offer this product or service.
- ☐ Please remove us from your vendor list (explain why below).
- ☐ Other (specify below).

Remarks:

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

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

Address \_\_\_\_\_  
(Street) (City) (State) (Zip)

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER  
RESPONSIBILITY MATTERS**

The prospective company certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three-year period preceding, had one or more public transactions (federal, state or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
  - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state or local), or a procurement contract under such a public transaction;
  - b. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
  - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

I understand that a false statement on this certification may be grounds for rejection of this proposal/bid or the termination of award.

☐ I am able to certify to the above statements:

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Company Name

---

Name and Title of Authorized Representative – Print

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Signature of Authorized Representative

---

Date

☐ I am unable to certify to the above statements (See Attached Explanation).

**Certificate of Insurance**

- I. The Detroit Public Library has specific certificate of insurance requirements. The Contractor shall maintain at its expense during the term of this contract, the following insurance:
  - A. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with minimum limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee.
  - B. Commercial General Liability insurance with a combined single limit of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
  - C. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by supplier's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
- II. If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the Detroit Public Library, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the contractor's expense, under valid and enforceable policies.
- III. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the Detroit Public Library.

The Commercial General Liability insurance policy shall name the Detroit Public Library as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Business Office, Procurement Department, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates.

*SIGNATURE PAGE*

Prices quoted shall remain firm for 90 days or bid award whichever comes first, except the successful bidder(s), whose prices shall remain firm for the entire period of performance.

NOTE: The undersigned has checked the bid figures carefully and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

TAX ID: \_\_\_\_\_ *City* *State* *Zip*

TELEPHONE NUMBER: (\_\_\_\_) \_\_\_\_\_ FAX NUMBER: (\_\_\_\_) \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

PAYMENT TERMS: \_\_\_\_\_

WARRANTY: \_\_\_\_\_

ACKNOWLEDGEMENT:

I, \_\_\_\_\_, certify that I have read the INSTRUCTION TO BIDDERS and that the bid proposal documents contained herein were obtained directly from the Detroit Public Library or MITN website, [www.bidnetdirect.com](http://www.bidnetdirect.com), and is an official copy of the Authorized Version.

COMPANY REPRESENTATIVE'S NAME:

\_\_\_\_\_  
(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

\_\_\_\_\_  
(Signature) (Date)

