



Finance and Business Office

Preferred Vendors for Time and Materials Work

Bid Submitted by:

DPL-LD-2132

Date of Issue: May 26, 2022

Bid Due Date: June 22, 2022 @ 2:00 pm local time

DPL-LD-2132

The Detroit Public Library is requesting proposals from qualified bidders to furnish **Preferred Vendors for Time and Materials Work** from skilled trade and specialty contractors to support small renovation and repair projects. It is the Library's intent to award contracts to more than one contractor for multiple trades. These contractors must self-perform and manage their work. Overall project coordination will be done by Library staff. Upon execution of the contracts, the Library will issue blanket purchase orders to each selected firm. Work performed by the contractors will be paid on a time and material basis, as further described within the RFP, unless lump sum bids are requested for specific work scope.

Proposals are to be addressed and submitted electronically via www.Bidnet.com, in accordance with the bid instructions and all other requirements as referenced in this document. Bids will be received until **June 22, 2022 @ 2:00 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: **Preferred Vendors for Time and Materials Work**
- Project Number: **DPL-LD-2132**
- Bid Due Date: **June 22, 2022 @ 2:00 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, as follows:

***Preferred Vendors for Time and Materials Work
RFP Pre-Proposal Meeting***

*Topic: Pre-Proposal Meeting Preferred Vendors for Time and Materials Work
Time: Jun 8, 2022 10:00 AM Eastern Time (US and Canada)*

Join Zoom Meeting

<https://us06web.zoom.us/j/85820902190>

Meeting ID: 858 2090 2190

One tap mobile

+13126266799,,85820902190# US (Chicago)

+19292056099,,85820902190# US (New York)

Dial by your location

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

Meeting ID: 858 2090 2190

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

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 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:

Topic: Public Recording: Preferred Vendors for Time and Materials Work
Time: Jun 22, 2022 02:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/84252446217>

Meeting ID: 842 5244 6217

One tap mobile

+13017158592,,84252446217# US (Washington DC)

+13126266799,,84252446217# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 842 5244 6217

Find your local number: <https://us06web.zoom.us/j/84252446217>

11. Preferred Vendors for Time and Materials Work Procurement Timeline

Activity	Due Date
RFP Posted publicly	May 26, 2022
Pre-Proposal Meeting	June 8, 2022 @ 10:00 am
Supplier Clarification Questions Due	June 10, 2022 @ 3:00 pm
DPL response to Questions	June 15, 2022 @ 3:00 pm
Proposals Due	June 22, 2022 @ 2:00 pm

Vendor Interviews	Week of July 11, 2022 (tentative)
Commission Approval of Award Recommendation	TBD
Contracting and Project Implementation	TBD

REQUEST FOR PROPOSAL

Preferred Vendors for Time and Materials Work

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

The following General Guidelines specifications are intended as a guide for the minimum requirements.

Contractor Interviews

The proposals will be used to develop a short-list of qualified firms to attend contractor interviews with the project selection committee. The selection of contractors will be based on the contractor's response to this RFP and interviews.

Each Contractor will provide construction and renovation and repair services and will be responsible for coordinating work amongst their tradespeople. Trades included in this RFP are listed below. Responding firms may respond to any of these trades and are not obligated to respond to all of them.

- | | | |
|-------------------------|--------------|-----------------------------|
| • Carpeting | • Electrical | • Asbestos & Lead Abatement |
| • Environmental Testing | • Mechanical | • General Carpentry |
| • Flooring * | • Plumbing | • Glass/Windows |
| ○ Wood, VCT, LVT, | • Masonry | |
| ○ Ceramic tile | • Painting | |
| ○ Epoxy | | • HVAC |

**Clearly note in your proposal what flooring type are you bidding.*

Typical tasks may include any combination of the above trades and may be simple or involved. Services will be requested on an as-needed basis and work will be assigned on a discretionary basis. The existence of a contract does not obligate the Library in any way relative to the quantity of work assigned to each contractor. The Library intends to select up to 3 contractors per trade as a result of this RFP. Successful contractors will be issued a blanket Purchase Order with specified value and individual work tasks will be assigned via additional project specific Purchase Orders or Field Orders, depending on the size of the tasks.

The awarded contractors will be required to provide adequate personnel in a timely fashion to perform assigned projects. Additionally, the contractor will be required to provide timely daily reports and detailed project invoices, as further detailed in the contract and within this RFP. Services provided by this contract shall include all meetings and correspondence to support the construction activities. The Library expects the contractors to assist the Library in many aspects of the work, including, but not limited to: optimization of project scope, project duration and project cost.

All work order assignments should be treated as if the space is occupied. It is expected that each trade will have and use a shop vacuum, dust protection, and/or temporary partitions as necessary to contain and clean project sites. Each contractor is expected to maintain the worksite free of any debris, resulting from their scope of work. Daily cleaning of the site is expected. Library dumpsters may not be used for construction debris. If a site specific dumpster is necessary, placement will be coordinated with the assigned Library point of contact.

Subcontractors

Each contractor is required to self-perform all work and not use any subcontractors unless approved in advance by the Library.

Vendor Performance

The Library reserves the right to adjust the amount of work assigned to contractors based on past performance by the vendors under this contract.

Cost of the Work

Payment to Contractor for work performed will be based on the actual cost of time and materials, unless otherwise approved as noted below under lump sum pricing. All costs reimbursed to the contractor for time and material work will be based on actual costs, as detailed below.

Labor

The labor rates that will be paid under this contract will be included as an attachment to the contract. The Vendor shall fill out Schedule B with their proposed labor rates. Include the base rate, the rate including fringes, the overhead and profit (as a percentage of the rate with fringes), and the all-inclusive hourly billing rate. Only provide rates for trades for which you wish to be considered. You may add labor categories to Schedule B, as necessary. Also, include the cost for apprentice hours (as a percentage of the all-inclusive billing rates).

Annual escalation shall be based on a review of market conditions and existing labor agreements, and will be reviewed and adjusted annually beginning on the one-year anniversary of the agreement and each subsequent year thereafter. Each invoice shall include certified payroll showing the job classification codes and rates for each invoiced position.

Materials/Consumables

The cost of materials and consumables required to construct assigned projects will be reimbursed based on actual costs to the trade contractor. Only the actual quantities used on the project will be reimbursed. Material and consumables may be marked up 5% of the actual costs.

Equipment

Any equipment that will be charged to an assignment must be approved in advance by the Library project manager. If it is approved, then the equipment will be reimbursed based on the agreed upon rates. Include in Schedule B any equipment you may charge and the proposed rates. For all approved equipment, the most cost efficient monthly, weekly, or daily rate will be applied. No markups beyond what is included in the rate will be reimbursed.

Disposal and dump fees

With proper supporting documentation, these fees are reimbursable (must include manifest/receipts). In the event of hazardous waste, contaminated spoils, or remediation, it will be necessary to coordinate with the project manager. Vendors shall not use Library dumpsters.

Regulatory and permit fees

These fees are reimbursable, with proper documentation.

Freight charges for material delivery to the contractor for material used on this project may be reimbursable, pending approval from the Library project manager.

Restocking fees are not allowed, unless approved by the Library project manager. Inventory carrying costs, travel time, travel costs, delivery fees, and contractor vehicle costs will not be reimbursable and should be included in the markup. Small tools, overhead and profit, and non-working supervision are included in the labor markups and are not separately allowed as billable items. The table below summarizes allowable and non-allowable reimbursables.

Cost Category	Allowed?	Cost Basis
Construction Labor	Yes	Hourly Rates (includes markup)
Materials/Consumables	Yes	Actual costs + 5% markup, based on receipts
Equipment	Yes	Agreed upon rental rates
Disposal and dump fees	Yes	Actual cost, Must include manifest/receipts
Regulatory and permit fees	Yes	Must include appropriate documentation
Freight charges	Yes	If approved by the PM with documentation
Restocking fees	No	Unless approved by University PM
Inventory carrying costs	No	Not allowed
Employee parking costs	No	Included in markup above
Travel costs	No	Not allowed
Delivery fees	No	Not allowed
Vehicle costs	No	Not allowed
Small Tools	No	Included in mark up above
Overhead and Profit	No	Included in markup above
Non-working supervision or management	No	Included in markup above
Clerical, office staff, admin	No	Included in markup above

Lump Sum Pricing

For projects where scope is clearly defined, and are of value less than \$ 25,000 but more than \$5,000 per trade, the Library may solicit lump sum bids from contractors that are under contract with the Library. Daily work sheets are not required to be submitted for lump sum bids when accepted. The agreed upon lump sum price will be the full payment for the work, unless a negotiated and approved change order is issued to modify the contract amount.

Additional points:

****The Library anticipates making multiple awards per trade.**

****1099 workers and subcontractors using 1099 workers are NOT acceptable**

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:

Evaluation Criteria	% Weight
Relevant Project Team Experience	20%
Qualifications	20%
Capacity to Provide Services	15%
Cost Proposal	15%
Quality of Proposal	10%
Safety Plan & History	10%
References	10%
Total	100%

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

accounts payable@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 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. 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

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. 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	

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:

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:

Company Name

Name and Title of Authorized Representative – Print

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, and is an official copy of the Authorized Version.

COMPANY REPRESENTATIVE'S NAME:

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

(Signature) (Date)