



**INVITATION FOR  
BID  
IRRIGATION SYSTEM MAINTENANCE SERVICES FOR  
DETROIT PUBLIC LIBRARY LOCATIONS FOR A TWO-YEAR  
PERIOD WITH TWO-ONE (1) YEAR RENEWAL OPTIONS**

**Bid Submitted by:**

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**IFB-CL-2009**  
**Date of Issue: February 5, 2020**  
**Bid Due Date: February 19, 2020 by 2:00 p.m.**

## **IFB-CL-2009**

The Detroit Public Library is requesting bids from qualified bidders to furnish Irrigation System Maintenance Services for a Two-Year Period with Two One-Year Renewal Options. Bids are to be addressed and submitted to the Procurement Manager, Christina Ladson, in accordance with the bid instructions and all other requirements as referenced in this document. Bids will be received until February 19, 2020 at 2:00 p.m., local time. No public disclosure will be made until after award of contract.

## INSTRUCTIONS TO BIDDERS

1. Firms responding to this Invitation for Bid ("IFB") shall submit their bids in the overall format as outlined in this solicitation.
2. Bidders shall submit **one original and two (2) copies** in a sealed package or envelope clearly listing the following information in the outside:

- **Bid Title:**           **Irrigation System Maintenance Services for a Two-Year Period with Two (2) One-Year Renewal Option**
- Bid Number:       IFB-CL-2009
- Bid Due Date:     February 19, 2020 by 2:00 p.m.
- Company's name and address

Submit Proposals to:           Detroit Public Library  
  5201 Woodward Avenue  
  Detroit, MI 48202  
  Attn: Procurement Department

***Please note:*** The Library is closed to patrons on Monday however, the business offices are open. Access to the building may be obtained through the Staff Entrance on Putnam Street.

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

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

3. **Late Bids will not be accepted or considered.** It is the responsibility of the Proposer to ensure that the bid arrives at the Detroit Public Library's Purchasing Department prior to the date and time indicated. Telephone quotes will not be accepted and bids submitted electronically are not acceptable. Bids must be sent by mail or hand delivered, allowing sufficient delivery time to ensure receipt in the Purchasing Department by the deadline specified. Time and date validation will occur in the Purchasing Department. All bids received after the deadline cannot be accepted and will be returned to the proposer unopened.

4. 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 Purchasing 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 Purchasing 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.

5. 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 submission deadline unless otherwise stated in the bid document.
6. The Detroit Public Library reserves the right to:
- Reject any and all bids received as a result of this IFB.
  - Waive or decline to waive any informalities and any irregularities in any bid received.
7. 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.

8. All bids and other materials submitted shall become the property of the Detroit Public Library.
9. All changes in the IFB 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. Any questions concerning the submission of bids and/or the specifications shall be submitted, in writing, to:

Christina Ladson  
Procurement Manager  
Detroit Public Library  
Email: [cladson@detroitpubliclibrary.org](mailto:cladson@detroitpubliclibrary.org)

## Scope of Work

This IFB is issued to award a contract for the maintenance and repairs of sprinkler/irrigation systems at Detroit Public Library locations. The work shall include spring start-up, fall shutdown, routine repairs, and maintenance for a period of two (2) years with an option to renew for an additional two (2) one-year periods.

The Contractor shall furnish all labor, materials, insurance, permits, disposal fees, tools, equipment and equipment rental, supervision, travel time and expenses, and any and all necessities and incidentals required to perform the work specified herein.

The labor rate shall include all labor, minor supplies, equipment and equipment rental to perform the work. Labor rate will be charged as follows:

For any service call DPL will not pay for travel time, but will for time worked on DPL premises, at the specified labor rates.

If a service call charge is applicable, travel time and mileage must be included in the flat rate as DPL will not pay travel time and mileage.

Spring start-up and fall winterization services include labor, equipment and miscellaneous materials.

Provide parts and labor for system repairs as needed during the irrigation season. The contract will be awarded to one vendor and will not be split.

## Pricing Schedule

The Bidder hereby offers to furnish to DPL all goods and/or services at the prices as proposed below, pursuant to all requirements, terms, and conditions as stated in the IFB and response.

Rates provided must be inclusive of all costs and fees. No additional fees will be accepted.  
Irrigation System & Maintenance

### Repair Rates

Service Call Rate (Estimated 5 Annually)	\$_____/each
Labor Rate - Straight Time	\$_____/hour
Labor Rate - Weekends & Holidays	\$_____/hour
Catalog Price Discount (Estimated Parts Cost \$2,500 Annually)	_____%

### Spring Start-up & Fall Winterization

Spring Start-up	\$_____/each
Fall Winterization	\$_____/each

#### Minimum Mandatory Requirements

All Bids will be reviewed for compliance with the mandatory requirements. Bids deemed non-responsive will be eliminated from further consideration.

- a. The contractor shall be organized for the purpose of providing irrigation system maintenance services and shall have a minimum of five (5) years previous experience.
- b. The contractor shall submit a list of three (3) current references; including name of business, address, contact person and phone number.
- c. The bidder shall have a proven ability for a contract start-up on or around April 1, 2020.

#### 1.2 Qualifications

To be considered for an award of this contract, the vendor shall substantially meet and respond to each of the following conditions.

- A. The contractor shall have qualified and trained staff and sufficient equipment and materials to successfully complete the contract requirements.
- B. The contractor shall have the capability to supervise and monitor the process ensuring satisfactory provision of services in a safe working environment. Contractor shall provide work uniforms and/or identification of employees while working on Library grounds.
- C. The contractor shall be able to meet all insurance requirements in regards to Workers' Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Insurance as outlined in this IFB.
- D. The contractor shall observe all MI-OSHA prescribed safety regulations and practices. The absence of requirements covering specific equipment, operations, or hazards shall not relieve the contractor of the responsibility of taking further action to provide maximum safety in the performance of irrigation maintenance.
- E. The contractor shall own the necessary equipment to accomplish the task and frequency set out for irrigation maintenance services at all locations. Bidders shall provide a list of equipment available for this contract with the submission of their response to this IFB. The Assistant Facilities Director, at his discretion, may request an inspection of the equipment prior to the award of this IFB.

### 1.3 Requirements

- A. The Contractor shall be responsible for all area measurements of the locations to determine the cost for maintenance services.
- B. The contractor shall provide a cost as outlined on the pricing sheet. The successful Contractor shall work under the direction of the Assistant Facilities Director.
- C. The Contractor shall observe all applicable prescribed safety regulations and practices. The absence of a requirement covering specific equipment, operations, or hazards shall not relieve the Contractor of the responsibility of taking further action to provide maximum safety in the performance of irrigation maintenance. Contractor shall supply and install 3' orange markers at entryways, along sidewalks, fire hydrants etc., when servicing locations.
- D. Any vendor leaving a particular location in an unsatisfactory condition will be required to return and complete the job and with not receive additional compensation.
- E. The contractor agrees that all requirements set forth by the Library are communicated to workers assigned to ensure consistency of service.

### 1.4 Location for Services

The irrigation system is located at:

Main Library  
5201 Woodward Avenue  
Detroit Public Library

Skillman Branch Library  
121 Gratiot Avenue  
Detroit, MI 48226

DPL reserves the right to add and remove sites, based upon the needs of the Library. The contractor agrees to provide services for additional sites at the quoted labor rate.

#### ***Branch Location Site Visits***

The branch locations have been separated, to the greatest extent possible, based upon geographic location. Each bidder is required to perform a site inspection of the branches prior to submitting a bid. No adjustments to the bid will be considered due to the Bidder's failure to visit the specified locations. Acknowledgement:

I, \_\_\_\_\_, certify that a company representative has visited each location and is familiar with the specific requirements for completing the required services at each branch.

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

\_\_\_\_\_



**Prices**

Prices are to be held firm for duration of the initial period of this agreement.

Please indicate your pricing for the subsequent renewal period:

- ☐ *Prices are firm for the initial contract period and the subsequent renewal period.*
- ☐ *Prices are firm for the initial contract period and subject to the following increase not to exceed:*

\_\_\_\_\_ (%) Increase – Renewal Year #1

\_\_\_\_\_ (%) Increase – Renewal Year #2

**Award**

Detroit Public Library intends to award one contract to the lowest, most responsible and responsive vendor. This IFB in no way obligates the Library to enter into an agreement.

The price proposed shall be considered firm and cannot be altered after receipt per the terms of this bid. All bids will be reviewed and the recommendation for a selection will be made to the Detroit Library Commission. Final approval will be granted by the Detroit Library Commission.

The Library may make a determination that the rejection of all Bids is in the best interest of Detroit Public Library. Detroit Public Library will not pay for any information herein requested, nor is it liable for any costs incurred by the bidder. The successful contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Detroit Public Library. The successful bidder will perform all services indicated in the Bid packet in compliance with the contract.

The contents of this IFB and the quotation will become contractual obligations if a contract ensues. Failure of the successful Contractor to accept these obligations may result in cancellation of the award.

## 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 limits 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, Purchasing Department, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates.

## References

Provide a minimum of three (3) customer references for product and/or services of similar scope dating within the past 5 years.

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Services:	
Annual Caseload/Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Services:	
Annual Caseload/Volume:	

Entity Name:	
Contact Name:	Title:
City:	State:
Phone Number:	Years Serviced:
Contact Email:	
Description of Services:	
Annual Caseload/Volume:	

## Certificate of Compliance with Public Act of 517 of 2012

I certify that neither  (Company) nor any of its successors, parent companies, subsidiaries, or companies under common control, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded Contract as a result of this Invitation to Bid, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

Name of Company:
By:
Title:
Date:

Notary
State of _____
Library of _____
Sworn to and subscribed before me, a notary public in and for the above state and Library, on this _____ day of _____, 20 _____.
Notary Public _____
My commission expires:

## **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

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Name and Title of Authorized Representative – Print

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Signature of Authorized Representative

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Date

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

## **NON-COLLUSION AFFIDAVIT**

Bid 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  
\_\_\_\_\_ Library.

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

**Bidder Information and Acceptance**

1. The undersigned declares that the Bid Documents, including, without limitation, any Addenda, and Exhibits have been read.
2. The undersigned is authorized, offers, and agrees to furnish the articles and/or services specified in accordance with the Specifications, Terms & Conditions of the Bid Documents of IFB-CL-2008, Irrigation maintenance Services.
3. The undersigned has reviewed the Bid Documents and fully understands the requirements in this Bid and that each Bidder who is awarded a contract shall be, in fact, a Prime Contractor, not a subcontractor, and agrees that its Bid, if accepted by Detroit Public Library, will be the basis for the Bidder to enter into a contract with Detroit Public Library in accordance with the intent of the Bid Documents.
4. The undersigned acknowledges receipt and acceptance of all addenda.
5. The undersigned agrees to the terms, conditions, certifications, and requirements listed.
6. The undersigned acknowledges that Bidder will be in good standing in the State of Michigan, with all the necessary licenses, permits, certifications, approvals, and authorizations necessary to perform all obligations in connection with this IFB and associated Bid Documents.
7. It is the responsibility of each bidder to be familiar with all of the specifications, terms and conditions and, if applicable, the site condition. By the submission of a Bid, the Bidder certifies that if awarded a contract they will make no claim against Detroit Public Library based upon ignorance of conditions or misunderstanding of the specifications.
8. Insurance certificates are not required at the time of submission. However, if awarded, the Contractor agrees to meet the minimum insurance requirements posted in the terms and conditions. This documentation shall be provided to Detroit Public Library, prior to award, and shall include an insurance certificate and additional insured certificate, naming Detroit Public Library, which meets the minimum insurance requirements, as stated in the terms and conditions.

## Signature Page

Official Name of Bidder:		Type of Entity/Organization (check one):  <input type="checkbox"/> Corporation <input type="checkbox"/> Joint Venture <input type="checkbox"/> Limited Liability Partnership <input type="checkbox"/> Partnership <input type="checkbox"/> Limited Liability Corporation <input type="checkbox"/> Non-Profit / Church <input type="checkbox"/> Other: _____
Street Address:		
City:		
State:	Zip Code:	
Website:		
Primary Contact Name:		
Primary Contact Phone Number		
Primary Contact Email Address:		Dun & Bradstreet (D&B) Number (if applicable):
Federal Tax ID Number:		
Has your company ever been debarred by the Federal Government? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Has your company ever been debarred by State Governments? <input type="checkbox"/> Yes <input type="checkbox"/> No <i>If yes, has it been lifted and if so, when?</i>		
Payment Terms: <b>Net 45 Days</b>		
The individual below is authorized to sign on behalf of the company submitting this Bid. Bids shall be signed by an official authorized to bind the provider to its provisions for a period of at least 90 days.		
Signature:		
Name and Title of Signer:		
Date:		



**General Terms & Conditions**  
*(Below includes, but is not limited to, general terms and conditions.)*

**1. Procurement Policy**

Procurement for the Detroit Public Library, shall be carried out in a manner which provides a fair opportunity to all eligible bidders to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or bid, or who otherwise make a bid or bid.

**2. Non-Discrimination Clause**

In accordance with all Federal and State legislation and Regulations governing Fair Employment. Including but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act and the Persons with Disabilities Civil Rights Act, the bidder agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because or religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The bidder recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the bidder or its subcontractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Persons with Disabilities Civil Rights Act, as amended. The bidder agrees to include this paragraph in any subcontract. Breach of this covenant may be regarded as a material breach of the Contract.

**3. Unit Prices, Notations, and Workmanship**

Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Formal Bid Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

**4. Prices Quoted/Cash Discounts**

Prices quoted must be net of discounts. Cash discounts will be considered in the determination of low bidder, provided discounts are based on periods of 30 days or more after acceptance of goods or billing on a bidder's invoice, whichever is later. Where net is equal to bid with cash discount deducted, award will be made to the net bid. The bidder shall extend and total the bids.

**5. Sales Tax Exemption**

The Library is exempt from sales tax on those articles which the Library buys for its own use. Articles bought by the bidder and incorporated into other products are taxable to the bidder. Such tax should be included in the price and will not be paid as an extra by the Library. Sales tax should be included in the price and will not be paid as an extra by the Library.

**6. *Specifications, Change of Specification, Errors and/or Omissions***

Specifications which refer to brand names are given for reference only. Bidders may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the Library shall be final.

If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the Library, or get an interpretation, your request will receive consideration if presented to the Library as much in advance of bid submission deadline as possible. If any change is found desirable, the Library will notify all bidders and extend the bid submission date, if necessary. Bidders are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before the bid submission date.

**7. *Deliver Terms/Time***

F.O.B. delivered prices are preferred. F.O.B. delivered means delivered to the dock of the institution of department noted on the bid, and will include all charges for packing, draying, etc. Bidder may, at their option, quote F.O.B. shipping point. Prices based on F.O.B. Shipping Point will be considered after adding transportation charges and insurance costs. Bidders must show shipping weight and point of shipments on all shipping point bids. Delivery time is a part of the consideration and must be adhered to. If time varies on different items, the bidder shall so state.

**8. *Container***

Packing, reels, etc. if chargeable, must be shown on separate items. Return freight must be paid by bidder.

**9. *Labeling of Envelopes***

Bidders must label envelopes containing bid – "This envelope contains bid on (Bid number), due on or before (-time) on (-date)." A label may be attached for convenience. The name and address of the bidder are to appear on the outside of the envelope.

**10. *Receipt of Bids***

Bids must be received by the Library, 5201 Woodward Avenue, Detroit, MI 48202, prior to or on the date and time specified on the face of this bid form. Late bids cannot be accepted. The responsibility of getting bids to the Library on time rests entirely with the bidder.

**11. *Withdrawal***

No bid shall be withdrawn for ninety (90) days from submission deadline unless otherwise stated in the bid document. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

**12. Award**

The Library reserves the unqualified right to award by item (s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the best interest of the Library.

**13. Start of Work**

No Contract shall become effective until the contract has been approved by the Procurement Department, Chief Financial Officer and/or Library Commission. Prior to the completion of this approval process, the Contractor will have no authority to being work on this Contract. The Chief Financial Officer shall not authorize any payments to the Contractor prior to such approval. Additionally, the Library shall not incur any liability to reimburse the Contractor regarding any expenditure for the purchase of materials or the payment of services.

**14. Inspection**

All articles are subject to inspection and testing. In the case where any articles are found to be defective in material, workmanship and/or fail to meet the requirements of this bid, the Library shall have the right to reject or retain and correct such articles. The bidder shall pay the Library for expenses incurred in correcting defects. Rejected articles will be returned to bidders at their expense for handling, packing and transportation.

**15. Freight Rates**

Unless otherwise stated, any increase in published freight rates after submission deadline will be added to the Contract price, and conversely any decrease in the published freight rates will be deducted from the contract prices. This applies only to movement of the finished product as sold to the Library.

**16. Subcontracting**

None of the services covered by this Contract shall be subcontracted without the prior, written approval of the Library.

**17. Assignment**

The performance of the Services under the Contract shall not be assigned by Contractor except upon written consent of Detroit Public Library. The Contractor may assign monies due or to become due to him under the Contract and such assignment will be recognized by Detroit Public Library, if given proper notice thereof, to the extent permitted by law. Assignment of monies will be subjected to proper offsets in favor of the Detroit Public Library and to deductions provided for in this Contract. Money withheld, whether assigned or not, will be subject to being used by Detroit Public Library for the completion of the work in the event that the Contractor defaults under the Contract. The validity of the assignment and the rights of the assignee against Detroit Public Library shall be governed by the laws of the State of Michigan. The Detroit Public Library reserves the right to assign all or portion of the services awarded under this Contract including options. The Detroit Public Library's right of assignment will remain in force over the period of the Contract or until completion of the Contract to include options whichever occurs first.

### **18. Independent Contractor**

It is understood and agreed that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform Work hereunder shall be deemed to be Contractor's employees or independent subcontractors; that Contractor employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by state or federal law.

### **19. Severability**

If any provision of this Contract or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

### **20. Waivers**

- A. Neither Detroit Public Library's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to Detroit Public Library in accordance with applicable law and the terms of this Contract for all damages to Detroit Public Library caused by the Contractor's negligent act, error or omission in the performance of any of the Work furnished under this Contract.
- B. The waiver by Detroit Public Library of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

### **21. Force Majeure**

- F. To the extent that Contractor shall be wholly or partially prevented from its performance within the terms specified of any obligation or duty placed on Contractor by reason of or through riot, acts of war, acts of terrorism, insurrection, by order of court, legislative action, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty may be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Detroit Public Library.
- G. In the event Contractor seeks to characterize an event a "Force Majeure Event", Contractor shall have the obligation to immediately notify Detroit Public Library at the time Contractor becomes aware of said Force Majeure event. Further, Contractor shall have the obligation to provide Detroit Public Library with written notice upon the cessation of said Force Majeure event.

## **22. Termination**

The Contractor agrees that the Library shall have the right to terminate the Contract at any time after award of the Contract, by giving ten (10) days written notice, if it is determined that such termination is in the best interest of the Library. Upon receipt of written notice of termination, the Contractor shall cease performance to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) calendar days of such termination reflecting any service(s) actually furnished pursuant to the Contract and to the satisfaction of Detroit Public Library.

Detroit Public Library agrees to pay the Contractor, in accordance with the terms of the Contract, for conforming service(s) actually furnished and verifiable costs that have been incurred or will be incurred by the termination, which shall be the sole amount owed to the Contractor whether for damages or otherwise, by virtue of the termination of this Contract.

## **23. Default**

Default is defined as the failure of the bidder to fulfill the obligations of their bid. An event of default shall be construed as a material breach of this contract. Detroit Public Library may by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to perform the services within the time and in the manner specified in this Contract or any extension thereof; or fails to perform any of the other provisions of this Contract. Detroit Public Library's right to terminate this Contract may be exercised if the Contractor does not cure the condition or conditions constituting default within ten (10) calendar days (or such longer period as may be authorized in writing by the Purchasing Manager) after receipt of the notice from the Procurement Department.

## **24. Damages for Breach of Contract**

The contractor shall be liable to the Library for any damages it sustains by virtue of the contractor's breach, or any reasonable costs the Library might incur enforcing or attempting to enforce this contract, including reasonable attorney fees. The Library may withhold any payment(s) to the contractor for the purpose of set-off until such time as the exact amount of damages due to the Library from the contractor is determined. It is expressly understood that the contractor will remain liable for any damages the Library sustains in excess of set-off.

If the contract is so terminated for breach of contract, the Library may take over the services, and pursue the same to completion by contracting with another party or otherwise, and the contractor shall be liable to the Library for any and all costs.

The Library may assess upon the contractor, for failure to meet any provision or condition of the bid, damages up to the amount of 15% or the amount of the cost incurred for the breach.

Other remedies shall also be available to the Library. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

**25. Audit, Inspection or Records and Cost Verification**

The Library reserves the right to audit employees' payroll records to verify labor charges upon 72 hours' notice.

The contractor shall permit the authorized representative of the Library to inspect and audit all Data and records of the contractor relating to its performance under this contract during the term of the contract and for three (3) years after final payment. All records relating to the agreement shall be retained by the contractor during the term of the contract and for three (3) years after final payment for the purpose of such audit and inspection.

**26. Compliance with Laws and Security Regulations**

The contractor shall comply with and shall require its associates to comply with:

1. Applicable federal, state and local laws, ordinance code(s) regulations and policies, including, but not limited to, all security regulations in effect from time to time on the Library's premises;
2. Codes and regulations for materials, belonging to the Library or developed in relationship to this project externally; and
3. The requirements of the grantor agency when grant funds that are specifically related to this contract are expended.

The contractor shall hold the Library harmless with respect to any damages arising from any violations of same by it or its associates. The contractor shall not trespass on any public or private property in performing any of the services encompassed by this contract. The contractor shall require, as part of any subcontract that subcontractors comply with all applicable laws and regulations.

**27. Patents**

The contractor shall protect and indemnify the Library against expense of any nature, shall bear the cost of any lawsuits which may arise and shall pay damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.

**28. Indemnity**

The contractor agrees to save harmless the Library against and from any and all liabilities, obligations, damages, penalties, claim costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the Library by reason of any negligent or tortuous acts or any failure by the contractor to perform its contractual obligations during the term of this contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the contractor, the Detroit Public Library and any negligent or tortuous errors or omissions attributable to the contractor, its subcontractors or agents.

**29. Use of Detroit Public Library's Name in Contractor Advertising or Public Relations**

If the Contractor should desire to use the Detroit Public Library's name, logo or any other material in its advertisement or public relations programs, the Contractor shall receive prior approval from the Detroit Public Library. Any such information relating to Detroit Public Library shall be factual and in no way imply that Detroit Public Library endorses the Contractor's firm, services, or products. The Contractor shall insert the substance of this Article in each subcontract and supply contract or purchase order.

**30. Conflict of Interest**

The contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this contract. The contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

The contractor further covenants that no officer, agent, or employee of the Detroit Public Library and/or Library Commission who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract has any personal or financial interest, direct or indirect, in this contract or in the proceeds thereof via corporate entity, partnership, or otherwise.

The contractor also hereby warrants that it will not and has not employed any person to solicit or secure this contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the contractor either directly or indirectly, and that if this warranty is breached, the Library, may at its option, terminate this contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the contractor hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

**31. Addresses**

The contractor shall notify the Library upon any change of address, telephone number, and email address, where applicable, within five (5) business days of such change. The notice shall be delivered in writing to the Procurement Department and shall include all of the contractor's changed information and the effective date of such change.

**32. Taxpayer Identification Number**

The contractor shall notify the Procurement Department upon the change of the contractor's taxpayer identification number. Such notification shall be in writing, shall include at a minimum, the contractor's taxpayer identification number in used by the City, the contractor's new taxpayer identification number and all contract and purchase order numbers under which the contractor is currently providing goods and/or services to the Library. The notification shall be delivered to the Library within five (5) business days of the contractor's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure to supply the required information, may be deemed an event of default at the sole discretion of the Library.