

CITY OF DEARBORN

Abdullah H. Hammoud., MAYOR



INVITATION TO BID FOR FURNISHING AND INSTALLING KAYAK DOCKS CONTROL NO. 148268

Issue Date: July 20, 2023

Pre-Bid Meeting: August 2, 2023 2:00 p.m., Local Time
Dearborn Hills Golf Course, 1300 S. Telegraph Rd

Pre-bid Question Deadline: August 3, 2023 1:00 p.m., Local Time

Bid Deadline: August 9, at 3:00 p.m. Local Time
Uploaded to the website, www.mitn.info

Purchasing Contact: Jay Andrews, Sr. Buyer
Phone: (313) 943-3031
Email: jandrews@dearborn.gov

DESCRIPTION: Bids are being solicited for the furnishing and installation of two kayak docks within the City of Dearborn.

This solicitation, along with all Attachments may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info. Note: Any and all addenda issued by the City of Dearborn must be viewed or downloaded from the above listed website. Award results shall also be posted on the MITN website.

Bids must be uploaded to the MITN website by the due date and time. Allow time for the uploading process. Late bids will not be accepted by the system. Bids will be opened shortly after the Bid Deadline at the location listed above. NO HARD COPIES ARE TO BE SUBMITTED.

RESPONDENT (COMPANY) NAME: _____

TABLE OF CONTENTS

TABLE OF CONTENTS..... 2

INSTRUCTIONS..... 3

SPECIFICATIONS/SCOPE OF WORK..... 5

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS..... 7

STANDARD TERMS AND CONDITIONS OF AGREEMENT..... 9

REQUIRED FORMS..... 12

 BID FORM..... 13

 EXCEPTIONS AND ALTERNATIVES FORM 15

 BID PRICE FORM 16

 VERIFICATION OF MINIMUM QUALIFICATIONS FORM 17

 EXTENDABLE/COOPERATIVE PURCHASE FORM 18

 BUSINESS INFORMATION QUESTIONNAIRE..... 19

 SUBCONTRACTOR FORM..... 21

 ETHICS IN CONTRACTING VENDOR FORM 23

INSTRUCTIONS

- 1) **BID INFORMATION AND QUESTIONS:** Each bid that is timely received will be evaluated on its merit and completeness of all requested information. In preparing bids, Respondents are advised to rely only upon the contents of this ITB and accompanying documents and any written clarifications or addenda issued by the City of Dearborn Purchasing Division. If a Respondent finds a discrepancy, error or omission in the ITB package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this ITB, so that written clarification may be sent to all prospective Respondents. **THE CITY OF DEARBORN IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.**
 - a) All questions must be submitted in writing to the Purchasing contact before the Pre-Bid Question Deadline indicated on the front of this document.
 - b) No communication is permitted between Respondents and other City of Dearborn Departments or Divisions prior to the award of the bid unless sanctioned by the Purchasing Division.
- 2) **PRE-BID MEETING:** A pre-bid meeting concerning this ITB may be held. If so, the date, time and location will be indicated on the cover of this ITB. Staff will be available at this meeting to answer questions about this ITB. Attendance at the meeting is strongly encouraged.
- 3) **ITB MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this ITB at the discretion of the City. Any and all Addenda issued by the City will be posted as noted on the Cover Page of this document. It is the responsibility of the Respondent to obtain the available Addenda and acknowledge Addenda on the Bid Form of this ITB. Failure to acknowledge Addenda may result in your Bid being deemed non-responsive and rejected without any further evaluation. If any changes are made to this ITB document by any party other than the City, the original ITB document and associated Addenda in the City's files shall take precedence
- 4) **BID SUBMISSION:**
 - a) The Respondent must include the following items, or the bid may be deemed non-responsive:
 - i) All forms contained in this ITB, fully completed
 - ii) Evidence that the Minimum Qualifications listed in the Specifications/Scope of Work are met.
 - b) Bids must be electronically uploaded to the MITN (www.mitn.info) website by the due date and time. Allow yourself some time to go through the uploading process. It is preferred that only one file be uploaded, in PDF, with a size limitation of 20 MB. For assistance on how to upload, contact MITN directly at (800) 835-4603. The MITN system will not allow for late submittals and a submittal must be completed before the due date and time. This responsibility rests entirely with the Respondent, regardless of delays resulting from the uploading process.
 - c) **Submission of a bid establishes a conclusive presumption that the Respondent is thoroughly familiar with the Invitation to Bid (ITB), and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein. Businesses that have done work for the City of Dearborn are not exempt from submitting required documents or meeting other requirements listed in this ITB.**
 - d) All prices and notations must be filled in. If not offering a bid on a line item, you must write in "N/A" or "No Bid." Mistakes may be crossed out and corrections must be initialed by the person(s) signing the bid.
 - e) All costs incurred in the preparation and presentation of the bid is the Respondent's sole responsibility; no pre-bid costs will be reimbursed to any Respondent. All documentation submitted with the bid will become the property of the City of Dearborn.
 - f) Bids must be held firm for a minimum of 90 days.
- 5) **WITHDRAWAL:** Electronic bids can be withdrawn from the MITN website prior to the date and time set for the opening of bids. No Bid may be withdrawn after the deadline for submission.

INSTRUCTIONS CONT.

- 6) **PRICING:** In cases where discrepancies are found on the price page when computing the total amount on the price sheet, the unit price shall prevail.
- 7) **DUPLICATE BIDS:** No more than one (1) bid from any Respondent, including its subsidiaries, affiliated companies and franchises will be considered by the City. In the event multiple bids are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
- 8) **ADDITIONAL PAST PERFORMANCE & ADDITIONAL INVESTIGATIONS:** The City of Dearborn reserves the right to make additional investigations into a Bidder and may consider the past performance of the Bidder on other contracts with the City or other entities when making an award decision.
- 9) **REJECTION:** The City of Dearborn reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Purchasing Agent that the best interest of the City of Dearborn will be served by doing so. If all Bids are rejected by the City of Dearborn, notice will be posted on the Michigan Intergovernmental Trade Network (MITN) website as noted on the Cover Page of this document. No Bid will be considered from any person, firm or corporation in arrears or in default to the City of Dearborn on any contract, debt, or other obligation, or if the Respondent is debarred by the City of Dearborn from consideration for a contract award, or if Respondent has committed a violation of the City of Dearborn's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this document.
- 10) **PROCUREMENT POLICY:** Procurement for the City of Dearborn will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Dearborn.
- 11) **BID SIGNATURES:** Bids must be signed by an authorized official of the Respondent. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the City of Dearborn if the Respondent is determined to be the lowest responsive and responsible respondent. The resulting contract is not binding until fully executed should the contract require Council approval.
- 12) **CONTRACT AWARD:** The City of Dearborn reserves the right to award by item, group or total to the lowest responsive, responsible Respondent. The apparent successful Respondent will be notified at the earliest possible date of the recommendation to award a contract. Award decisions may be subject to approval by the City Council, Mayor, and Corporation Counsel and the resulting contract is not binding until the contract has been fully executed.
- 13) **NO-BID RESPONSE:** For those businesses who receive this ITB but who do not submit a bid, it would help the City of Dearborn if you would please return a notice of why you have chosen not to bid.
- 14) **FOIA REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
- 15) **PREFERENCE:** When sealed bids are received under Sec. 2-568 of the City of Dearborn's Code of Ordinances, the following shall apply:
 - a) The person or business submitting the lowest responsive, responsible bid, according to the requirements of the bidding documents, shall be deemed the lowest bidder. If the lowest bidder is not a Dearborn-based business, any Dearborn-based business with a bid within 10% of the lowest bid shall be deemed the lowest bidder. *Dearborn-based business* means the physical and economic relationship to Dearborn determined by a verifiable business address (not a PO Box) within the corporate boundaries of the City of Dearborn, and the payment of city personal property taxes for not less than one (1) year immediately prior to the date of the bid submittal.
 - b) If such a Dearborn-based business refuses to reduce its bid to match the lowest bid, then the next lowest responsive and responsible Dearborn-based business with a bid within 5% of the lowest bid shall be deemed the lowest bidder, if it agrees to reduce its bid to match the bid of the lowest bidder.

- c) If no responsive and responsible Dearborn-based business within 10% of the lowest bid agrees to reduce its bid, then the contract shall be awarded to the person or business with the lowest, most responsive and responsible bid.
 - d) No contract awarded pursuant to this section shall be sublet in any matter that permits 50% of more of the dollar value of the contract to be performed by a subcontractor or subcontractors who do not meet the definition of "Dearborn-based."
 - e) In no event shall a Dearborn-based business be awarded a contract if the business is not current on real and personal property taxes owed to the City of Dearborn.
- 16) CITY SEAL USAGE – USE OF THE CITY SEAL IN YOUR SUBMITTAL IS STRICTLY PROHIBITED BY CITY ORDINANCE.**

SPECIFICATIONS/SCOPE OF WORK

- 1) INTRODUCTION:** Through this Invitation to Bid (ITB), the City of Dearborn (City) hereby invites businesses that meet the qualifications set forth herein to submit bids to provide and install two kayak docks along the Rouge River for the City; along with the cleaning of the woody debris in the segment of the river between the location of the two kayak docks.

State or Federal funds are being used to assist in construction and relevant State or Federal requirements will apply.

The contractor and any subcontracts are not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter of directly or indirectly related to employment because of race, color, religion, national origin, age, sex height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

- 2) GENERAL INFORMATION:** The City of Dearborn has applied for and successfully been awarded a Michigan Natural Resources Trust Fund grant to seek assistance in removing woody debris and log jams within the Rouge River and to improve public recreation efforts along the City's primary waterway. This project is a design/build for two kayak docks at two points along the Rouge River. These docks must comply with the Americans with Disabilities Act (ADA)

- 3) SCOPE OF SERVICES:** The successful Respondent (contractor) shall be required to provide all labor, equipment, materials, and supplies to accomplish the following work except as otherwise identified below.

a) Contractor Responsibilities:

Contractors will be responsible for the design/build of two ADA accessible kayak docks. One dock will be at Ford Field Park, and the other at the Dearborn Hills Golf Course (DHGC). Due to the nature of the funding for this project, contractors must comply with the Michigan Department of Natural Resources Development Project Procedures manual (IC1912). Any permits and inspection/approval fees will not be waived and are the responsibility of the contractor. Contractor must comply with all attached specifications. **City of Dearborn Responsibilities:**

The City will submit all plans, specification and bid documents to the DNR for review and approval prior to bidding, seeking quotes, or beginning any work on the project or purchasing any materials as per DNR requirements of this grant. Plan review typically takes 30-60 days depending on the time of year and other work load. Plans must be approved prior to seeking bids, quotes, or purchases.

The City will not be responsible for registering firms into MiRecGrants.

The City will provide the cement pads and/or walkways at Ford Field and DHGC after the docs have been installed.

4) PRODUCT MINIMUM SPECIFICATIONS:

- a) EZ Dock or approved equal.
- b) Must comply with ADA standards
- c) Must comply with the Universal Access Design Obligation: Accessible kayak launch with access routes from parking to be 2% or less running grade except for ramps up to 8%

5) MINIMUM QUALIFICATIONS: Respondents (specifically, the business that will be contractually bound under the contract with the City of Dearborn) will be deemed nonresponsive and rejected without any further evaluation if they, as a business, do not meet the following qualifications:

- a) The Respondent, its subcontractor, or its key personnel must have five years of similar experience.
- b) The Respondent must have performed under least three similar contracts within the last five years. (Proof of experience must be provided in the form of references.)

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. **SUBMISSION REQUIREMENTS:** The entire bid must be uploaded to the MITN website only. Do not submit a hardcopy. Allow sufficient time to upload a single file with a size limitation of 20 MB to the website. If the file size exceeds 20 MB, please upload files in 20 MB increments. The City is not responsible for failure to have the submittal uploaded in a timely manner. The uploaded bids will be read aloud as soon after the bid deadline as possible..
2. **CONTRACT TERM:** The contract shall be for a one time project. After a final award and full execution of the contract has occurred, the Contractor must complete said Agreement.
3. **CONTRACT AWARD:** This contract is intended to be awarded by item; however the City of Dearborn reserves the right to award as a whole, whichever it deems to be in its own best interest.
4. **ESTIMATED QUANTITIES:** The quantities shown are estimates only, for the purpose of comparing bids and the City of Dearborn reserves the right to increase or decrease amounts as circumstances may require.
5. **ADDITIONAL PURCHASES:** The City of Dearborn reserves the right to make additional related purchases at the bid price, under the ITB/Contract terms and conditions, within 6 months of the Notice of Award.
6. **EQUALS:** Bids submitted as alternates, as "equals," or on the basis of exceptions to specific conditions of purchases and/or required specifications, must be submitted with an attachment referencing the specific paragraph numbers and adequately defining the exception submitted. Samples of the equal must be submitted to the Purchasing Division by the pre-bid question deadline date listed on the cover page. If no exceptions are taken, the City of Dearborn will expect and require complete compliance with the brands, specifications and conditions of purchase. The City of Dearborn has the sole right to determine what constitutes an equal.
7. **SAMPLES:** The City of Dearborn has the right to request samples from the lowest responsive responsible respondent. The requested samples must be provided within two (2) business days of the request by the City of Dearborn, or the bid will be considered nonresponsive. **INSURANCE SUBMISSION REQUIREMENTS:** The successful Bidder/Proposer/Respondent (Contractor) must submit proof to the Purchasing Office that they meet all City of Dearborn insurance requirements prior to receiving an executed contract and/or purchase order. Proof of insurance as stated below will be required no later than five (5) business days of request. An "Intent to Award" letter will serve as the request and will be faxed and/or emailed to the intended Contractor. To expedite the process, a copy of your current coverage may be submitted with your bid/proposal/quote. Prior to expiration dates of any required insurance, Contractor shall be responsible for providing proof of continuing coverage. **Please note: the name of the entity that is awarded the contract must be listed as the named insured on the certificates.**
8. **INSURANCE REQUIREMENTS:** The Contractor, at its own expense and in its own name, must provide and keep in force during the term of this Agreement the following types of insurance in not less than the amounts indicated below:
 - a) **Commercial General Liability Coverage:** Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. Coverage must include
 - (a) Underground damage to facilities due to drilling and excavating with mechanical equipment.
 - (b) Collapse or structural injury to structures due to blasting or explosions, excavation, tunneling, pile driving, cofferdam work, or building moving or demolition. This insurance shall be on a commercial insurance, occurrence form. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.**Additional Insured:** The certificate must contain, as an endorsement, the following language pertaining to the general liability coverage: "The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn".

- **Endorsement:** The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.
- b) **Property Insurance.** "All-risk" builders' risk insurance insuring against all risks of physical loss or damage to the Work, including all labor, materials, supplies, machinery, equipment, fixtures, temporary structures, and all other work of whatsoever nature, used or to be used in or incidental to the construction, fabrication, erection or completion and testing of the Work, until Final Completion. Limits of liability under such policy shall be 100% of the replacement value of the Work, with no co-insurance penalties. Such insurance shall include coverage for loss or damage while in transit (anywhere in the world) and while in storage away from the site, coverage against the perils of earthquake and flood, boiler and machinery losses, debris removal, including demolition occasioned by enforcement of Applicable Laws, and extra expense losses subject in each case to sub-limits of coverage approved by the City of Dearborn. Deductible or self-insured retentions shall not be greater than \$10,000.00 per occurrence. The Contractor shall pay the deductible portion of any loss or damage to the Work covered by the builders' risk policy
- c) **Workers Compensation Coverage:** At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employer's Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
 - **Endorsement:** The policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.
- d) **Automobile Liability Coverage:** If performance of this Contract requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- e) **Cancellation Clause:** Cancellation clause shall state not less than thirty (30) days.

It is incumbent upon the Contractor to affect all changes (additional insured, Primary/noncontributory, and waiver of subrogation) indicated above to its insurance policy.

Insurance must be with an insurance company or companies licensed to conduct business in the State of Michigan that has an A.M. Best Company rating of A-, VII or better and is satisfactory to the City of Dearborn.

The demanded coverage that is to be afforded by the Contractor shall be primary and non-contributory in relationship to any and all insurance or self-administered SIR maintained and/or controlled by the City of Dearborn and its budgeted subdivisions.

The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Any contractors and/or subcontractors utilized by the awarded vendor must also comply with all of the City's insurance requirements. The awarded vendor is solely responsible for ensuring that all contractors and/or subcontractors comply with the City's insurance requirements.

STANDARD TERMS AND CONDITIONS OF AGREEMENT

- 1) **Assignment/Transfer:** Assignment or transfer of the resulting contract without written consent of the City of Dearborn (Purchaser) may be construed by the Purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
- 2) **Inspection:** All goods and services shall be subject to inspection and approval by Purchaser at all reasonable times including inspection during manufacture. Inspection and approval by Purchaser at Contractor's (Seller's) plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by Purchaser shall be promptly repaired or replaced at Seller's expense. Any and all costs incurred by Purchaser in connection with the return of goods rejected by Purchaser as defective shall be at Seller's risk and expense.
- 3) **FOB and Risk of Loss:** All items must be FOB Destination and all freight charges must be included in the Bid unless otherwise indicated in this document regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release Seller from any obligation hereunder.
- 4) **Payment Terms:** Payment will be 2%/10, Net 30 unless otherwise specified by the City of Dearborn.
- 5) **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
- 6) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 7) **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO. Invoices may be emailed to ap@ci.dearborn.mi.us. The City's preferred method of payment is by Automated Clearing House (ACH).
- 8) **IRS Form W-9:** Seller must have on file with the City of Dearborn an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 9) **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions, and stipulations of all pertinent Federal, State, or City of Dearborn laws, rules, regulations, resolutions, and ordinances, including but not limited to, the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act, and the Occupational Safety and Health Acts.
- 10) **Iran Economic Sanctions Act:** Further, Contractor certifies it is in compliance with in the State of Michigan's Iran Economic Sanctions Act and is not an Iran linked business. By signing this document, I certify and agree on behalf of myself and the company submitting this bid/proposal the following:
 - (1) that I am duly authorized to legally bind the company submitting this bid; and
 - (2) that the company submitting this bid is not an "Iran-linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and
 - (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.
- 11) **Amendments:** No amendment, modification, or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.

STANDARD TERMS AND CONDITIONS OF AGREEMENT CONT.

- 12) **Termination:** When in the City of Dearborn's best interest, the City of Dearborn may unilaterally cancel this agreement at any time, whether or not the Contractor is in default of any of its obligations hereunder. Under any such cancellation, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City of Dearborn agrees that the Contractor shall be paid for items and/or services already accepted by City of Dearborn, but in no event shall the City of Dearborn be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.
- 13) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 14) **Records and Right to Audit:** Whenever the City enters into any type of contractual arrangement including, but not limited to, lump sum contracts (i.e. fixed price or stipulated sum contracts), unit price, cost plus, or time & material contracts with or without a guaranteed maximum (or not-to-exceed amounts), Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction at and during Contractor's during normal business working hours. The City's representative or an outside representative engaged by City may perform such audits. The City or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment or longer if required by law.
- a. Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including bids of successful and unsuccessful respondents, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the City in connection with rite contractor's dealings with the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of: a) contractor compliance with contract requirements, b) compliance with the City's Charter and policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the contractor or his payees.
 - b. Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will cancel Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials and data.
 - c. The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

- d. If an audit inspection or examination in accordance with this Article, discloses overpricing or overcharges (of any nature) by the contractor to the City in excess of one-half of one percent (.5%) of the total contract billings the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to Contractor.
- 15) **Complete Agreement:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Purchaser and Seller or terms or conditions of sales set forth in the Seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Purchaser and Seller concerning this purchase. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 16) **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the City of Dearborn, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City of Dearborn is solely at fault. The City of Dearborn is mindful that this demand for indemnity is more extensive than the corresponding liability coverage that the insurance industry may afford to satisfy this indemnification request.
- 17) **Records:** The City of Dearborn reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
- 18) **Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage with limits not less than indicated in the Special Instructions, Terms and Conditions for as otherwise agreed.
- 19) **Non-compliance:** Failure to deliver in accordance with specifications will be cause for the City of Dearborn to cancel the resulting contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.
- 20) **Protection of Resident Workers:** The City of Dearborn supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The City of Dearborn shall have the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 21) **Non-Discrimination Clause:** The respondent agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The respondent further agrees to require similar provisions from any subcontractors, or suppliers.
- 22) **Subcontracting:** The use of a subcontractor is subject to the approval of the City of Dearborn.
- 23) **Use of the City Seal: Contractors are prohibited from using the official Seal of the City of Dearborn in this bid or in any other manner.**
- 24) **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.
- 25) **Federally Funded Purchases:** Purchases using federal funds are subject to eligibility verifications through the System for Award Management (SAM) prior to award.

REQUIRED FORMS

BID FORM..... 13
EXCEPTIONS AND ALTERNATIVES FORM 15
BID PRICE FORM..... 16
VERIFICATION OF MINIMUM QUALIFICATIONS FORM..... 17
EXTENDABLE/COOPERATIVE PURCHASE FORM 18
BUSINESS INFORMATION QUESTIONNAIRE 19
SUBCONTRACTOR FORM..... 21
ETHICS IN CONTRACTING VENDOR FORM 23

BID FORM

Failure to complete this form may result in your Bid being deemed non-responsive and rejected without any further evaluation.

OFFER

TO: CITY OF DEARBORN:

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Invitation to Bid.

ADDENDA:

The undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer and Acceptance, all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): _____, _____, _____, _____ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

OBLIGATION:

The undersigned, by submission of this Bid Form, hereby agrees to be obligated, if selected as the Contractor, to provide the stated goods and/or services to the City of Dearborn, for the term as stated herein, and to enter into an Agreement with the City of Dearborn, in accordance with the Conditions, Scope and Terms, together with any written addendum as specified above (collectively referred to as the "Form of Agreement").

COMPLIANCE:

By submitting this Bid Form, the Respondent represents that: 1) the Respondent is in compliance with any applicable provisions of the City of Dearborn's Charter, and 2) if awarded a contract to provide the Construction, Goods or Services required in the ITB, the Respondent will comply with the City of Dearborn's Charter and Code of Ordinances. These documents can be found on the City of Dearborn's website on the City Clerk's page.

NON-COLLUSION:

The undersigned, by submission of this Bid Form, hereby declares that this Bid is made without collusion with any other business making any other Bid, or which otherwise would make a Bid.

BID PRICE:

The undersigned agrees to abide by the pricing contained on the Bid Price Form. I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:

Company Name

For clarification of this offer, contact:

Address

Name: _____

City State Zip

Phone: _____

Signature of Person Authorized to Sign

Fax: _____

Printed Name

Email: _____

Title

Accounting Contact person: _____

Date

Phone: _____ Fax _____

ACCEPTANCE OF OFFER:
(TO BE COMPLETED BY THE CITY OF DEARBORN)

The Offer is hereby accepted for furnishing and installing two kayak docks with value not expected to exceed: \$_____.

The Contractor is now bound to sell the materials or services listed in the Invitation to Bid, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the City of Dearborn.

This contract shall henceforth be referred to as _____. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a written notice to proceed from the City of Dearborn.

COUNTERSIGNED:

APPROVED AS TO FORM BY:

Abdullah H. Hammoud, Mayor Date

City of Dearborn Corporation Counsel Date

If the total dollar value of this solicitation is below the City of Dearborn Council threshold, the Mayor and Corporation Council Signatures are not required. A Purchase Order will serve as the notice of acceptance/notice to proceed and will be subject to all terms and conditions as stated in this document.

EXCEPTIONS AND ALTERNATIVES FORM

Failure to complete this form may result in your Bid being deemed non-responsive and rejected without any further evaluation.

Bidders are to comply with all requirements of this solicitation, otherwise the proposal may be deemed nonresponsive. Exceptions may be considered if they are presented with the proposal and if the City determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.

No Exceptions Taken

Exceptions Taken – See attached*

**Please note that if any exceptions are taken, all required information must be submitted as an attachment*

In the event the Bidders take exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating:

- a) The specific item or clause for which an exception is requested (citing the page and item number).
- b) The suggested change to the exception, inclusive of proposed new language if applicable.
- c) An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.
- d) For products bid as “equals,” Bidder must include specifications when submitting a bid. **Failure to submit specifications may result in your bid being deemed non-responsive and rejected without further evaluation.**

Except as may be indicated above, Bidder is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein.

By _____
(Authorized Signature) Date

(Title)

BID PRICE FORM

Failure to complete this form may result in your Bid being deemed nonresponsive and rejected without any further evaluation.

All-inclusive, not-to-exceed, cost for kayak dock at Ford Field Park: \$ _____

All-inclusive, not-to exceed, cost for kayak dock at the Dearborn Hills Golf Course: \$ _____

Grand Total: \$ _____

You must submit your response as stated in the submission requirements.

A tabulation of bids will be made available within 3 business days after the due date. Tabulations are posted on the MITN system. The lowest bid may not necessarily be the successful bid.

VERIFICATION OF MINIMUM QUALIFICATIONS FORM

Failure to complete this form may result in your Bid being deemed non-responsive and rejected without further evaluation.

1. Provide references that will support the minimum qualification of: *“Respondent must have a minimum of three years’ experience providing similar projects within the last five years.”* References must demonstrate at least five years of experience and must reflect work of a repetitive nature.

1. Client Name: _____ Title: _____

Client Contact _____ E-mail _____

Contact Phone Number: _____

Services performed from and to (dates): _____

2. Client Name: _____ Title: _____

Client Contact _____ E-mail _____

Contact Phone Number: _____

Services performed from and to (dates): _____

3. Client Name: _____ Title: _____

Client Contact _____ E-mail _____

Contact Phone Number: _____

Services performed from and to (dates): _____

Attach additional pages if necessary.

EXTENDABLE/COOPERATIVE PURCHASE FORM

- a) Section 2-569 of the City of Dearborn Code of Ordinances entitled, "Cooperative Purchasing," permits the City of Dearborn's Purchasing Officer to "participate in, sponsor, conduct, or administer a cooperative purchasing agreement for the procurement of any supplies, services, or construction with one or more public procurement units in accordance with an agreement entered into between the participants. Such cooperative purchasing may include, but is not limited to; joint or multi-party contracts between public procurement units and open-ended public procurement unit contracts that are made available to other public procurement units (joint purchasing and piggybacking)."
- b) This contract has been selected as an extendable/cooperative contract, thus it may be extended to other Participating Public Agencies (Agencies) nationwide/who are part of the MITN network/in Wayne County/neighborhood Dearborn & associated School Districts (Dearborn Heights, Allen Park, Melvindale). Your company is encouraged to provide pricing which reflects awards to multiple Agencies. As such, any resulting purchases between the successful Respondent and other Agencies shall require the Respondent to extend all goods and/or services at the same rates, prices, and contractual terms as written in this solicitation. The City shall not be construed as a dealer, re-marketer, representative, partner, or agent of any type for any Respondent that may be awarded any agreement resulting from this solicitation.
- c) Participating Public Agencies shall be responsible for the ordering of products under any agreement resulting from this solicitation. Payment for products or services and inspections and acceptance of products or services ordered by an Agency shall be the exclusive obligation of such procuring party.
- d) The City of Dearborn shall not be obligated, liable or responsible for any order made by any Participating Public Agency or any employee thereof for any payment required to be made with respect to such order; and that any disputes between a Participating Public Agency the Respondent that may be awarded any agreement resulting from this solicitation are not the responsibility of the City of Dearborn. The exercise of any rights or remedies by the Participating Public Agency or successful Respondent shall be the exclusive obligation of each party.
- e) The City makes no representation or guaranty with respect to any minimum purchases by the City or any Agency or any employee thereof under any agreement resulting from this solicitation.
- f) Indicate if your company is agreeable to extending this contract to other Agencies, please initial the line below and include this page in your submittal package:

_____ Our company **IS NOT** agreeable in extending the contract.

_____ Our company **IS** agreeable in extending the contract.

BUSINESS INFORMATION QUESTIONNAIRE

Failure to complete this form may result in your Bid being deemed nonresponsive and rejected without any further evaluation.

NAME OF COMPANY _____

PRINCIPAL OFFICE ADDRESS _____

TELEPHONE NUMBER _____

DUNS # AND/OR CCR # _____

FORM OF OWNERSHIP (Check One)

Corporation () LLC () Joint Venture ()

State of Incorporation/Registration _____ Date of Incorporation/Registration _____

Partnership () If Partnership, select one of the following: Limited () or General ()

Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

Name	Title
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

Name	Other Than Bidder Directorship
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

HAS YOUR COMPANY OPERATED UNDER ANY DIFFERENT NAMES IN THE PAST FIVE (5) YEARS?
YES / NO IF YES, PLEASE IDENTIFY THE NAME(S) UNDERWHICH YOUR COMPANY HAS OPERATED: _____

ADDITIONAL INFORMATION REQUIRED BY THE CITY OF DEARBORN

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving a personal, familial, employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of Dearborn, or with any of its council members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Company)

By _____
(Signature) Date

(Title)

By _____
(Signature) Date

(Title)

SUBCONTRACTOR FORM

Failure to complete this form may result in your Bid being deemed nonresponsive and rejected without any further evaluation.

Are there any subcontractors to be utilized under this contract?

YES - You must complete both pages.

NO - You must complete only this page.

ACKNOWLEDGED BY:

Firm: _____

Name: _____
(Authorized Representative)

Title: _____

Signature: _____

Date: _____

SUBCONTRACTOR FORM Continued

(If you have more than one Subcontractor, make additional copies as needed)

Prime Contractor _____

State relationship, if any, between Prime Contractor and each Subcontractor: _____

NOTE: Both the Prime Contractor/Consultant and Subcontractor must sign this form appropriately.

Subcontractor: _____ Fed Tax ID _____

Address: _____ P.O. Box _____

City: _____ County _____ State _____ Zip: _____

Phone:(_____) _____ Fax:(_____) _____

Owners/Partners/Corporate Directors/Principal Stockholders (>5% stock holdings): _____

Work to perform: _____

Subcontract Amount \$ _____ Percent of Contract _____ %

ACKNOWLEDGED BY:

I acknowledge that all the above information has been completely filled out and is true.

SUBCONTRACTOR

Authorized Signature	Name & Title	Date
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I acknowledge that all the above information has been completely filled out and is true.

PRIME CONTRACTOR _____

Authorized Signature	Name & Title	Date
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ETHICS IN CONTRACTING VENDOR FORM

(DISCLOSURE OF RELATIONSHIPS WITH CITY OF DEARBORN CONTRACT MANAGERS BY OWNERS, OFFICERS AND KEY PERSONNEL OF BUSINESS)

Failure to complete this form may result in your Bid being deemed nonresponsive and rejected without any further evaluation.

- This form must be completed by a person holding a key position in the business, such as an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this bid or response or in performing the contract if the City of Dearborn (City) awards it to your business.
- Please fill out this form to the best of your knowledge and belief.
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 943-2375.
- You are not required to question family members beyond what you already know of their affairs.
- Submit this form with your bid/quote/proposal. A copy will be kept on file by the Purchasing Agent.
- If you fail to fully disclose the required information below, the City may terminate your contract if your business is awarded one.
- If you are awarded a contract and changes occur that would impact your responses below, it is your responsibility to update and resubmit this form.

1. Are you a City employee or an immediate family member of a City employee? Yes No

If Yes: Name: _____ Relationship: _____
Department: _____ Title: _____

2. Without any further inquiry, are you aware if your business has employed a City employee or an immediate family member of a City employee within the previous twelve (12) months? Yes No

If Yes: Name of Employee: _____
Department: _____ Title: _____

2. Without any further inquiry, are you aware if your business has discussed hiring a City contract manager or an immediate family member of a City contract manager within the previous twelve (12) months? Yes No

If Yes: Name of Contract Manager: _____
Department: _____ Title: _____

4. Do you and a contract manager each have a financial interest in one or more of the same business ventures? Yes No

If Yes: Name of Contract Manager: _____
Department: _____ Title: _____

ETHICS CERTIFICATION

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name: (Please print): _____

Signature: _____ Date: _____

Company Name: _____

Last Four Digits of Company Tax ID #: ____ ____ ____ ____

ETHICS DEFINITIONS

Contract Manager

An elected or appointed City of Dearborn official or a key employee identified as having significant discretion over City contracts.

Immediate Family

Your spouse, children, parents, brothers and sisters.

Financial Interest

- Ownership of any interest or involvement in any relationship, which results in the receipt in \$500 or more per year.
- Holding a key position in a business such as officer, director, trustee, partner, member, shareholder or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.
- Receipt of any financial benefit, whether direct or indirect.