



**City of Grand Rapids - Purchasing Department
300 Monroe Avenue N.W., Suite 720
Grand Rapids, MI 49503**

Electronic bids will be received from Bidnet Direct through the MITN (Michigan Inter-Governmental Trade Network) Purchasing Group (<https://www.bidnetdirect.com/mitn>), until 11:00 a.m. on the date specified herein; late bids will not be accepted. At that time the bids will be open for furnishing the material, supplies, equipment, services, or for supplying the materials and/or work necessary for the repair, or improvement in accordance with the provisions contained herein. A bid opening tabulation will be created and bidders will be electronically notified. The City reserves the right to accept or reject any or all bids as it deems in its best interest.

General Terms and Conditions

In compliance with and subject to the General Terms and Conditions, and specifications contained within the bid, the Bidder offers and agrees to enter into a contract in accordance with the prices submitted if this bid is accepted within 90 days from the date of bid opening. The General Terms and Conditions, specifications, plans and documents provided which constitute the bid (package) and will be considered part of the contract.

Non-Discrimination Requirements and Compliance in City Contracts: The City of Grand Rapids is committed to nondiscrimination in contracting, equal employment opportunity and workforce diversity. The successful service provider agrees not to discriminate against any employee or applicant for employment to be employed in the performance of the Services with respect to hire, tenure or conditions or privileges of employment, or any matter directly or indirectly related to employment, because of race, creed, color, religion, natural origin, age, sex, height, weight, disability, sexual orientation or marital status. The service provider agrees to review and examine with City staff relevant employment data and other information pertaining to hiring practices in accordance with Grand Rapids City Commission Policy 600-10. Additionally, the service provider agrees that they will not discriminate in the administration of contracts and acquisitions in the performance of the Services. Breach of this covenant may be regarded as a material breach of the Agreement as provided for in the Michigan Civil Rights Act 453 of the Public Acts of Michigan of 1976, as amended; and non-compliance with Grand Rapids Commission Policy 600-10.

Effective July 1, 2012, any business receiving contracts of \$10,000 or more and any business receiving cumulative payments of \$10,000 or more during a fiscal year (01 July - June 30) must meet the requirements under City Commission Policy 600-10, Equal Opportunity and Non-discrimination in City Contracting. The administrative guidelines for this policy require affected businesses to have on file with the Office of Diversity and Inclusion (1) a "Covenant of Non-discrimination with the City of Grand Rapids" (EEO 200) and (2) a current Permanent Workforce Data form (EEO 201).

The City is committed to doing business only with businesses that agree to not discriminate in their employment and business practices. Businesses that fail to be "in compliance" with this policy and its guidelines are subjected to sanctions that may include, but limited to, not being awarded contracts or contract renewals.

The Office of Diversity and Inclusion is tasked with compiling this information and data. Reports are provided to the Commissioners and citizens on the aggregate spending (i.e. local spending and resident employees) of City funds and spending with businesses that agree to not discriminate.

Each fiscal year that a business is paid \$10,000 or more, an administrative fee of \$100 will be charged to the receiving business (Administrative guidelines, Sec. 3.3.E).

If you have questions related to these requirements please call the Office of Diversity and Inclusion at (616) 456-3027.

Equal Business Opportunity – Goods and Services Policy: The City of Grand Rapids Equal Business Opportunity Goods and Services Policy (City Commission Policy #600-15) is designed to advance the goals of the City's Mission Statement and City Commission Sustainability Plan in the acquisition of goods and services. All bids shall be submitted in accordance with this policy.

Bidders that substantiate their participation in specific activities that complement the City's Mission Statement and City Commission Sustainability Plan may qualify for financial incentives or "Bid Discounts" ranging between 1% and 5%.

For additional information about the Equal Business Opportunity – Goods and Services Policy and Guidelines, including the Bid Discount Program please visit the City's website <http://grcity.us/administrative-services/diversity-and-inclusion/Pages/Goods-and-Services.aspx> or contact the Office of Diversity and Inclusion at (616) 456-3027.

Submission and receipt of bids: In order to receive consideration, bids are to be received prior to the specified time of opening as designated on the Bid solicitation notice; late bids will not be accepted. The City reserves the right to postpone the bid opening as it deems necessary. The Bidder shall respond to bid solicitations using Bidnet Direct through the MITN Purchasing Group (<https://www.bidnetdirect.com/mitn>). All submitted documents shall become the property of the City of Grand Rapids.

Bidder's Signature: Each bid shall be signed by the Bidder. All signatures shall be in full. Bids by partnerships shall be signed by one or more of the partners in the following manner: "John Jones and James Smith, D.B.A., Smith-Jones Company, by John Jones, a partner." Bids by corporations shall be signed with the names of the corporation, followed by the signature and designation of the president, vice-president, or person authorized to bind it in the matter. It is the Bidder's responsibility to ensure that all bids are signed by persons authorized to sign contracts on behalf of the Bidder.

Responsive Bids: All pages and the information requested herein shall be furnished completely in compliance with instructions. The manner of submission is essential to permit prompt evaluation of all bids on a fair and uniform basis. Unless otherwise specified in the Bid Document, the City reserves the right to accept any item in the bids. Bidders may submit bids on any item or group of items, provided however, that the unit prices are shown as required. Accordingly, the City reserves the right to declare as non-responsive, and reject any incomplete bid if material information requested is not furnished, where indirect or incomplete answers or information is provided, or when additional agreements are included.

Interpretation of Bid and/or Bid Contract Documents: Any interpretation to a Bidder regarding the Bid and/or Contract Documents or any part thereof, is valid only if given by the City's Purchasing Agent or Buyer. Any information given by departmental contacts is unofficial. Interpretations may or may not be given orally (may be written) dependent upon the nature of the inquiry. Interpretations that could affect other Bidders will be in writing and issued by the Purchasing Department. All inquiries shall be made within a reasonable time prior to the time established for the bid opening in order to issue a written response in the form of an addendum. Inquiries received that are not made in a timely fashion may or may not be considered.

Changes and addenda to Bid Documents: Each change or addendum issued in relation to this Bid Document will be posted in Bidnet Direct through the MITN Purchasing Group and notification will be provided to bidders of changes or addenda to bid documents via this system. It shall be the Bidders' responsibility to make inquiry regarding the changes or addenda issued. All such changes or addenda shall

become part of the contract and all Bidders shall be bound by such changes or addenda. Information on all changes or addenda issued will be available in Bidnet Direct through the MITN Purchasing Group.

Withdrawal of Bids: Bids may be withdrawn by a Bidder, or authorized representative, by amending their bid as an "Intentional No Bid" in Bidnet Direct through the MITN Purchasing Group if the withdrawal is made prior to the time set for receipt of bids. No bid may be withdrawn for at least ninety (90) days after bid opening. In case of error by the Bidder in preparing a bid, the Purchasing Agent may, by discretion, reject such a bid upon presentation of a letter by the Bidder which set forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

Specifications: Unless otherwise stated by the Bidder, the bid will be considered as being in strict accordance with the City's applicable standard specifications, and any special specifications outlined in the Bid Document. References to a particular trade name, manufacturer's catalogue, or model number are made for descriptive purposes to guide the Bidder in interpreting the requirements of the City, and should not be construed as excluding bids on other types of materials, equipment and supplies. However, the Bidder, if awarded a contract, will be required to furnish the particular item referred to in the specifications or description unless departure or substitution is clearly noted and described in the bid. The City reserves the right to determine if equipment / product being bid is equal to the specified equipment / product requested. All goods shall be new unless otherwise so stated in the bid. The City will consider the procurement of goods containing recycled or recyclable materials by requesting such alternatives in the Bid Documents.

Quantities: When approximate quantities are stated, the City reserves the right to increase or decrease the quantity as best fits its needs.

Samples: Samples shall be supplied when and as requested on the Bid Document and shall be furnished at no cost to the City.

Alternate Bids: Bidders are cautioned that, unless requested by Purchasing, any alternate bid, any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements of this bid, may be result in determining the bid non-responsive, and at the option of the City, may result in rejection of the bid.

Pricing: Prices shall be stated in units of quantity specified in the Bid Document. In case of discrepancy in computing the amount of the bid, the unit price bid will govern. All costs shall be included in the unit pricing, including any and/or all bid preparation costs.

Award: The bid will be awarded to that responsible, responsive Bidder whose bid, conforming to this solicitation, will be most advantageous to the City, price, bid discounts and other factors considered. The City reserves the right to accept or reject any or all bids and to waive informalities and minor irregularities in bids received. Unless otherwise specified in the Bid Document, the City reserves the right to accept any item in the bid on an individual basis. Bidders may submit bids on any item or group items provided unit prices are clearly shown and a notation is made on the Bid Document clearly indicating Bidder's intent. All awards are subject to the availability of funds. No award will be made to a vendor who is in non-compliance with the non-discrimination requirements (stated above) and the tax filing requirements of the City of Grand Rapids.

Appeals Procedure: Upon request, appeals procedures and information will be provided which shall be used for hearing protests of a decision to award or an award, appeals from refusals to allow withdrawal of proposals, appeals from disqualifications and determinations of non-responsibility and appeals from decisions or disputes arising during the performance of a contract. Any respondent who desires to protest the award or decision to award a contract shall submit the protest in writing to the City Purchasing Agent no later than five (5) days after the award or the notice of intent to award is provided electronically by the Purchasing Department. No protest shall lie for a claim that the selected respondent is not a responsible respondent. The written protest shall include the basis for the protest and the relief sought. The City Purchasing Agent shall issue a decision in writing within ten (10) days stating the reasons for the action taken. This decision shall be final unless the appellant appeals by instituting legal action. No protests shall be recognized or accepted once the five days after the award or notice of award have passed. No protests shall be recognized or accepted if addressed to anyone other than the City Purchasing Agent.

Default Conditions: In case of default by the vendor, the City of Grand Rapids may procure the articles or services from other sources and hold the vendor responsible for any excess costs incurred. In case of error by the Bidder relating to a contract, the Purchasing Agent may, by discretion, upon presentation of a written explanation by the Bidder substantiating the error, reject the contract and award to the next Bidder; such error may be subject to default conditions.

The City may, by written notice to the vendor at any time, terminate this contract and the vendor's right to proceed with the work for just cause, which shall include, but is not limited to, the following:

- a. Failure to provide insurance and bonds in the exact amounts and within the time specified.
- b. Failure to make delivery of the supplies, or to perform the services within the time specified herein, or any extension thereof.
- c. Makes unauthorized substitution of items other than the items bid and specified.
- d. Failure to make progress in a timely manner so as to endanger performance of the contract in accordance with its terms.
- e. Failure to perform any other provision of the contract.
- f. Standard of Performance: The vendor guarantees that the performance of the goods or services rendered are provided in accordance with the accepted standards of the industry or industries, except that if the specification calls for higher standards, then such higher standards shall be provided and will apply. Upon notice by the City of vendor's failure to comply with such standards, or to otherwise be in default of this contract in any manner, the vendor shall immediately remedy the defective performance in a manner acceptable to the City. Should the vendor fail to immediately correct the defective performance, this failure shall be considered a breach of this contract and grounds for termination of the same by the City. In the event of any breach of this contract by the vendor, the vendor shall pay any cost to the City caused by the breach including, but not limited to, the replacement cost of such goods or services from another vendor. The City reserves the right to withhold any or all payments until such defects in performance have been satisfactorily corrected. In the event the vendor is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, this may result in the vendor being barred from being awarded any future City contracts.
- g. All remedies available to the City are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City.

Infringements and Indemnifications: The Bidder, if awarded a contract, agrees to protect, defend, hold, and save the City, its officials, employees, departments and agents harmless against; any demand for payment for the use of any patented material, process, or device that may enter into the manufacture construction, or form a part of the work covered by either order or contract; and from suits or a charge of every nature and description brought against it for, or on account of, any injuries or damages received or sustained by the party or parties by or from any of the acts of the vendor, the vendor's employees, or agents; from all liability claims, demands, judgments and expenses to the persons or property occasioned, wholly, or in part, by the acts or omissions of the vendor, agents or employees.

Applicable Regulations/Policies: The Revised Code of the State of Michigan, the Charter of the City of Grand Rapids, all City Ordinances, Rules and Regulations, City Commission Policies, Administrative Policies and guidelines, practices, and the National Institute of Government Purchasing Standards shall apply. It shall be the responsibility of the Bidder to be familiar and comply with the prevailing regulations and policies.

Bonds, Insurances: If bonds and/or insurances are required in the bid, it will be so stated. The Bidder or vendor agrees to furnish the bonds, and/or insurances as outlined in the Bid Document. As soon as award is made, a request is made to the successful Bidder for the providing of the bonds, and/or insurances, if necessary.

Failure on the part of the successful Bidder to file satisfactory bonds and insurance within ten (10) days may be considered cause for rejection of the bid as non-responsive and the bonds, and/or insurances may be declared forfeited as liquidated damages. It is the Bidder's responsibility to maintain current insurance's/bonds throughout the life of the contract and to provide proof of it to the Purchasing Department.

Workers' Compensation Insurance: The vendor agrees that it and all of its sub-vendors will comply with all applicable workers compensation laws and will provide proof of such insurance coverage.

Delivery: Bids shall include all charges for delivery, packing, crating, containers, etc. Unless otherwise stated by the Bidder in the Bid Document, prices bid will be considered as being based on F.O.B. Delivered, freight included.

Payments: All invoices shall be sent to the ordering department as stated on the Purchase Order/Contract. Payment Processing; 1) a Purchase Order/Contract shall be issued, 2) an original invoice shall be sent to the ordering department by the vendor clearly indicating Purchase Order Number and department, and 3) a sign-off shall be on file from the department indicating receipt and acceptance of the goods and/or services. Partial payments may be made upon approval of the City. The City will make the final payment within 30 days after the goods and/or services have been fully delivered and accepted or the work completed to the full satisfaction of the City.

Taxes: The City is generally exempt from Federal Excise and State Sales Tax. The City's Tax Exemption Number is 060216. Bids will be separated to show the amount subject to taxes of any kind if applicable. Exemption Forms will be furnished if necessary. Taxes, wherever indicated and which are applicable to the purchase, will not be subject to any trade or cash discounts.

Cash Discounts: Cash discounts will be considered in the determination of the low bidder provided the discounts are based on periods of 30 days or more after acceptance of goods, or billing on bidder's invoice, whichever is later. The City reserves the right to net out the cash discount when evaluating the bid. If no cash discount is indicated in the space provided in the Bid Document, the terms will be considered as net, 30 days.

Contracts: The Purchase Order signed by the City Purchasing Agent, or his designee, is a valid contract. In certain cases, as deemed necessary by the City, the City may elect to form a separate or additional agreement to the bid that will contain terms and conditions and the Bid Documents. The successful Bidder will be required to sign the contract (and provide bonds and insurances if required) prior to receiving the Purchase Order or the Notice to Proceed. If the insurances and/or bonds are not provided and returned within ten (10) days of the date of sending, the bid may be declared null and void. No work shall begin until officially notified by the Purchasing Agent. Contracts submitted by vendors shall be subject to acceptance, modification, or rejection by the City.

Notice to Proceed: The successful Bidder may not commence work under this contract until authorized to do so by the Purchasing Agent.

Non-assignment: The vendor may not assign, subcontract, or otherwise transfer the agreement/contract without the express prior written approval of the Purchasing Agent. This includes, but is not limited to, changes in company name or IRS status.

Safety Provisions: When a Purchase Order or Contract calls for the performance of a service or procurement of goods, the Bidder agrees to follow all Federal, State, and City laws and regulations governing the furnishing and use of all safeguards, safety devices, protective equipment and work procedures.