

**CITY OF FLINT, MICHIGAN  
DEPARTMENT OF PURCHASES & SUPPLIES**



**PROJECT MANUAL FOR  
NEW DURESS SMART SYSTEM**

**CITY OF FLINT BID NO. 20000559**

February 2, 2020

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## CITY OF FLINT, MICHIGAN



### DEPARTMENT OF PURCHASES AND SUPPLIES

City Hall

1101 S. Saginaw Street, Rm 203 – Flint, Michigan 48502  
(810) 766-7340 FAX (810) 766-7240 [www.cityofflint.com](http://www.cityofflint.com)

Sheldon A. Neeley  
Mayor

REQUEST FOR BID:	#20000559	PROPOSAL ISSUE DATE:	02/01/20
PROPOSAL DESCRIPTION:	NEW DURESS SMART SYSTEM		
PROPOSAL OPENING DATE:	02/19/20	PROPOSAL OPENING TIME: 1:00 P.M.	
SUBMIT 1 ORIGINAL PLUS 1 COPY			

**OWNER:**

The City of Flint  
Department of Purchases and Supplies  
1101 S. Saginaw St., Second Floor  
Flint, MI 48502

**Bid #20000559**

**SCOPE OF WORK:**

The City of Flint (The City), Department of Purchases & Supplies, is soliciting sealed bids for the following:

### **NEW DURESS SMART SYSTEM**

### **This system is for the Customer Service area and Mayor's office**

If your firm is interested in providing the requested services, please submit 1 original and 3 copies of your detailed proposal to City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St., Second Floor, Flint, MI, 48502, by **Wednesday, February 19, 2020, before 1:00 PM** (EST). Please note: all detailed proposals received after **1:00 PM** (EST) will not be considered. Faxed proposals are not accepted.

Bidders must use the proposal form and an envelope that is clearly marked with your company name, the bid reference number, and the date the bid is due when submitting your proposal. Envelopes must be sealed when submitted. Faxed or electronic bids are unacceptable.

The City reserves the right to waive any irregularities and accept or reject any or all proposals submitted. The City is an equal opportunity employer.

Purchasing Manager

**Insurance/Worker's Compensation:** Contractor shall not commence work under this contract until he has procured and provided evidence of the insurance required under this section. All coverage shall be obtained from insurance companies licensed and authorized to do business in the State of Michigan unless otherwise approved by the City's Risk Manager. Policies shall be reviewed by the City's Risk Manager for completeness and limits of coverage. All coverage shall be with insurance carriers acceptable to the City of Flint. Contractor shall maintain the following insurance coverage for the duration of the contract.

(a) Commercial General Liability coverage of not less than one million dollars (\$1,000,000) combined single limit with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insured". This coverage shall be written on an ISO occurrence basis form and shall include: Bodily Injury, Personal Injury, Property Damage, Contractual Liability, Products and Completed Operations, Independent Contractors' Broad Form Commercial General Liability Endorsement, (XCU) Exclusions deleted and a per contract aggregate coverage. This coverage shall be primary to the Additional Insured, and not contributing with any other insurance or similar protection available to the Additional Insured, whether said other available coverage be primary, contributing, or excess.

(b) Worker's Compensation Insurance in accordance with Michigan statutory requirements, including Employers Liability coverage.

(c) Commercial Automobile Insurance in the amount of not less than \$1,000,000 combined single limit per accident with the City of Flint, and including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, employees and volunteers, named as "Additional Insured". This coverage shall be written on ISO business auto forms covering Automobile Liability, code "any auto".

(d) Contractor shall furnish the City with two certificates of insurance for all coverage requested with original endorsements for those policies requiring the Additional Insured. All certificates of insurance must provide the City of Flint with not less than 30 days advance written notice in the event of cancellation, non-payment of premium, non-renewal, or any material change in policy coverage. In addition, the wording "Endeavor to" and "but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives" must be removed from the standard ACORD cancellation statement. These certificates must identify the City of Flint, Risk Management Division, as the "Certificate Holder". Contractor must provide, upon request, certified copies of all insurance policies. If any of the above policies are due to expire during the term of this contract, Contractor shall deliver renewal certificates and copies of the new policies to the City of Flint at least ten days prior to the expiration date. Contractor shall ensure that all subcontractors utilized obtain and maintain all insurance coverage required by this provision.

Any questions regarding this bid request shall be directed to City of Flint, Department of Purchases and Supplies, 1101 S. Saginaw St., Second Floor, Flint, MI, 48502, Attn: Joyce McClane, Purchasing Manager, email: [jmcclane@cityofflint.com](mailto:jmcclane@cityofflint.com), phone (810) 766-7426 ext. 2902 by **Monday, February 10, 2020 before 3:00 PM.**

**All additional bid documents, requirements, addendums, specifications and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at [www.cityofflint.com/purchasing](http://www.cityofflint.com/purchasing) under "open bids" and the specific bid or proposal number assigned to this notice.**

## SPECIAL NOTICE

City of Flint has partnered with BidNet as part of the [MITN Purchasing Group](#) (branded page link) to post bid opportunities to this site. As a vendor, you can register with the [MITN Purchasing Group](#) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once the City of Flint has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies throughout Michigan.

City of Flint looks forward to providing you with more bid information and simplifying the entire bid, proposal, and quote processes for everyone involved. We appreciate your cooperation and welcome your participation. If you need help registering, please call the MITN Purchasing Group support department toll free 1-800-835-4603 option #2.

Link to City of Flint open solicitations:

[MITN Purchasing Group](#) (branded page link)

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***The City of Flint will continue to advertise bids under Purchasing/Open Bids***

## SPECIAL CONDITIONS

**References: Manufacturer and model numbers as stated in this specification are for reference purposes only. Equipment bid shall be on an "OR EQUAL" basis evaluated by the City using the models referenced as a minimum baseline for comparison.**

All additional proposal documents, requirements, addendums, specifications, and plans/drawings (if utilized) are available on the Purchasing page of the City of Flint's web site at

<https://www.cityofflint.com/finance/purchasing/bids-2/> under "open bids" and the specific bid or proposal number assigned to this notice.

New vendors should complete and submit a vendor application, IRS W-9 Form, and Vendor ACH Payment Authorization Form with the City of Flint. Links to these forms are available at

<https://www.cityofflint.com/finance/accounts-payable-department/>

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid. <https://www.cityofflint.com/finance/purchasing/results/> under "bid results".

## INSTRUCTIONS TO VENDORS

- 1) **PRE-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, Bidders are advised to rely only upon the contents of this Request for Proposals (RFP) and accompanying documents and any written clarifications or addenda issued by the City of Flint. If a Bidder finds a discrepancy, error or omission in the RFP package, or requires any written addendum thereto, the Bidder is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Bidders. **THE CITY OF FLINT IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Finance Department of Purchases and Supplies before any pre-bid deadline (if specified) or at least one (1) week prior to the proposal opening date indicated on the front of this document.
- 2) **RFP MODIFICATIONS:** The City of Flint has the right to correct, modify or cancel the RFP, in whole or in part, or to reject any Bid, in whole or in part, within the discretion of the City of Flint, or their designee. If any such changes are made, all known recipients of the RFP will be sent a copy of such changes. If any changes are made to this RFP document by any party other than the City of Flint, the original document in the City of Flint's files takes precedence.
- 3) **PROPOSAL SUBMISSION:**
  - a) The Bidder must include the following items, or the proposal may be deemed non-responsive:
    - i) All forms contained in this RFP, fully completed.
  - b) Bids must be submitted to the Finance Department of Purchases and Supplies, City of Flint, 1101 S. Saginaw Street, Room 203, Flint, Michigan 48502 by the date and time indicated as the deadline. The Purchasing Department time stamp will determine the official receipt time. It is each Bidder's responsibility to insure that their proposal is time stamped by the Purchasing Department by the deadline. This responsibility rests entirely with the Bidder, regardless of delays resulting from postal handling or for any other reasons. Proposals will be accepted at any time during the normal course of business only, said hours being 8:00 a.m. to 5:00 p.m. local time, Monday through Friday, legal holidays as exception.
  - c) Bids must be enclosed in a sealed, non-transparent envelope, box or package, and clearly marked on the outside with the following: RFP Title, RFP Number, Deadline and Bidder's name.
  - d) Submission of a bid establishes a conclusive presumption that the Bidder is thoroughly familiar with the Request for Proposals (RFP), and that the Contractor understands and agrees to abide by each and all of the stipulations and requirements contained therein.
  - e) All prices and notations must be typed or printed in ink. No erasures are permitted. Mistakes may be crossed out and corrections must be initialed in ink by the person(s) signing the bid.
  - f) Proposals sent by email, facsimile, or other electronic means will not be considered unless specifically authorized in this RFP.
  - g) All costs incurred in the preparation and presentation of the bid are the Bidder's sole responsibility; no pre-bid costs will be reimbursed to any Bidder. All documentation submitted with the proposal will become the property of the City of Flint.
  - h) Proposals must be held firm for a minimum of 120 days.

- 4) **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the Terms or Scope in the Request for Proposals. Each exception must be clearly defined and referenced to the proper paragraph in this RFP. The exception shall include, at a minimum, the proposed substitute language and opinion as to why the suggested substitution will provide equivalent or better service and performance. If no exceptions are noted in the bid, the City of Flint will assume complete conformance with this specification and the successful Bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected.
- 5) **DUPLICATE BIDS:** No more than one (1) bid from any Bidder including its subsidiaries, affiliated companies and franchises will be considered by the City of Flint. In the event multiple proposals 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 proposals.
- 6) **WITHDRAWAL:** Bids may only be withdrawn by written notice prior to the date and time set for the opening of bids. No bid may be withdrawn after the deadline for submission.
- 7) **REJECTION/GOOD STANDING:** The City of Flint 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 City of Flint, or their designee, that the best interest of the City will be served by doing so. No bid will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, taxes or other obligation, or if the Bidder is debarred by the City of Flint from consideration for a contract award pursuant to Section 18-21.5 (d) of Article IV of the "Purchasing Ordinance of the City of Flint".
- 8) **PROCUREMENT POLICY:** Procurement for the City of Flint 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. The City of Flint and their officials have the vested authority to execute a contract, subject to City Council and Mayoral approval where required.
- 9) **BID SIGNATURES:** Bids must be signed by an authorized official of the Bidder Each signature represents binding commitment upon the Bidder to provide the goods and/or services offered to the City of Flint if the Bidder is determined to be the lowest Responsive and Responsible Bidder.
- 10) **CONTRACT AWARD/SPLIT AWARDS:** The City of Flint reserves the right to award by item, group of items, or total bid. The Bidder to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the bid, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Bidder at the address designated in the bid if a separate Agreement is required to be executed. After a final award of the Agreement by the City of Flint, the Contractor/Vendor must execute and perform said Agreement. All proposals must be firm for at least 120 days from the due date of the proposal. If, for any reason, a contract is not executed with the selected Bidder within 14 days after notice of recommendation for award, then the City may recommend the next lowest responsive and responsible Bidder.
- 11) **NO RFP RESPONSE:** Bidders who receive this RFP but who do not submit a bid should return this RFP package stating "No Bid" and are encouraged to list the reason(s) for not responding. Failure to return this form may result in removal of the Bidder's name from all future lists.
- 12) **FREEDOM OF INFORMATION ACT (FOIA) REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.



- 13) **ARBITRATION:** Contractor/Vendor agrees to submit to arbitration all claims, counterclaims, disputes and other matters in question arising out of or relating to this agreement or the breach thereof. The Contractor's/Vendor's agreement to arbitrate shall be specifically enforceable under the prevailing law of any court having jurisdiction to hear such matters. Contractor's/Vendor's obligation to submit to arbitration shall be subject to the following provisions:
- a) Notice of demand for arbitration must be submitted to the City in writing within a reasonable time after the claim, dispute or other matter in question has arisen. A reasonable time is hereby determined to be fourteen (14) days from the date the party demanding the arbitration knows or should have known the facts giving rise to their claim, dispute or question. In no event may the demand for arbitration be made after the time when institution of legal or equitable proceedings based on such claim dispute or other matters in question would be barred by the applicable statute of limitation.
  - b) Within fourteen (14) days from the date that demand for arbitration is received by the City, each party shall submit to the other the name of one person to serve as an arbitrator. The two arbitrators together shall then select a third person, the three together shall then serve as a panel in all proceedings. Any decision concurred in by a majority of the three shall be a final binding decision.
  - c) The final decision rendered by said arbitrators shall be binding and conclusive and shall be subject to specific enforcement by a court of competent jurisdiction.
  - d) The costs of the arbitration shall be split and borne equally between the parties and such costs are not subject to shifting by the arbitrator.
  - e) These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.
- 14) **BID HOLD:** The City of Flint may hold bids for a period of one hundred twenty (120) days from opening, for the purpose of reviewing the results and investigating the qualifications of bidders prior to making an award.
- 15) **NONCOMPLIANCE:** Failure to deliver in accordance with specifications will be cause for the City of Flint and they may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor/Vendor.
- 16) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP:** Nothing contained in these documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 17) **ERRORS AND OMISSIONS:** Bidder is not permitted to take advantage of any obvious errors or omissions in specifications.
- 18) **INTERPRETATION:** In the event that any provision contained herein shall be determined by a court of competent jurisdiction or an appropriate administrative tribunal to be contrary to the provision of law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal having jurisdiction over this Agreement and the interpretation thereof, or the parties hereto, so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision.



- 19) **LAWS AND ORDINANCES:** The Bidder shall obey and abide by all of the laws, rules and regulations of the Federal Government, State of Michigan, Genesee County and the City of Flint, applicable to the performance of this Agreement, including, but not limited to, labor laws, and laws regulating or applying to public improvement, local government, and its operational requirements.
- 20) **LOCAL PREFERENCE:** Contractors/bidders located within the corporate city limits of Flint, Michigan may be given a seven percent (7%) competitive price advantage. Additionally, if the lowest responsible bidder is not located within the limits of the City of Flint, but is located within the County of Genesee, and said bidder does not exceed the bid of the lowest non-local bidder by more than three and one-half percent (3-1/2%), then said lowest Genesee County bidder may be determined to be the lowest responsible bidder, and make the award to such Genesee County bidder accordingly, subject to the approval of the City Council. If the lowest non-local bidder does not exceed that of any Proposers/bidders by (7%) inside the City of Flint or (3-1/2%) inside the County of Genesee, then the Purchasing Director shall be allowed to request that the lowest local vendor match the price offered by the lowest non-local vendor.
- 21) **MATERIAL WORKMANSHIP AND STANDARDS OF PERFORMANCE:** The Bidder agrees to exercise independent judgment and to complete performance under this Agreement in accordance with sound professional practices. In entering into this Agreement, the City is relying upon the professional reputation, experience, certification and ability of the Bidder by her/him/themselves or by others employed by her/him/them and working under their direction and control. The continued effectiveness of this Agreement during its term or any renewal term shall be contingent, in part, upon the Bidder maintaining her/his/their operating qualifications in accordance with the requirements of federal, state and local laws. All materials furnished must be new, of latest model and standard first grade quality, or best workmanship and design, unless otherwise expressly specified. Bidder, if required, must furnish satisfactory evidence of quality materials; offers of experimental or unproven equipment may be disregarded.
- 22) **MODIFICATIONS/CHANGES:** Any modification to this agreement must be in writing and signed by the authorized employee, officer, board or council representative authorized to make such modifications pursuant to the State law and local ordinances.
- 23) **NON-COLLUSION:** The Bidder acknowledges that by signing this document that she/he/they is/are duly authorized to make said offer on behalf of the company she/he/they represent(s) and that said bid is genuine and not sham or collusive and not made in the interests or on behalf of any person not therein named, and that she/he/they and said bidder have not directly induced or solicited any other person(s) or corporation to refrain from responding to this solicitation and that she/he/they and said bidder have not in any manner sought by collusion to secure to themselves and said bidder any advantage over any other bidder.
- 24) **NON-DISCRIMINATION:** Pursuant to the requirements of 1976 P.A. 453 (Michigan Civil Rights Act) and 1976 P.A. 220 (Michigan Handicapped Rights Act), the local unit and its agent agree not to discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, height, weight, marital status or because of a handicap that is unrelated to the person's ability to perform the duties of nondiscrimination provision identical to this provision and binding upon any and all contractors and subcontractors. A breach of this covenant shall be regarded as a material breach of this contract.
- 25) **SUBCONTRACTING:** No subcontract work shall be started prior to the written approval of the subcontractor by the City. The City reserves the right to accept or reject any subcontractor.

- 26) **UNION COMPLIANCE:** Bidder agrees to comply with all regulations and requirements of any national or local union(s) that may have jurisdiction over any of the materials, facilities, services or personnel to be furnished by the City.
- 27) **WAIVER:** Failure of the City to insist upon strict compliance with any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of that term, covenant or condition or of any other term, covenant or condition. Any waiver or relinquishment of any right or power hereunder at any one or more times shall not be deemed a waiver or relinquishment of that right or power at any other time.
- 28) **CITY INCOME TAX WITHHOLDING:** Contractor and any subcontractor engaged in this contract shall withhold from each payment to his employees the City income tax on all of their compensation subject to tax, after giving effect to exemptions, as follows:
- a) Residents of the City:  
At a rate equal to 1% of all compensation paid to the employee who is a resident of the City of Flint.
  - b) Non-residents:  
At a rate equal to 1/2% of the compensation paid to the employee for work done or services performed in the City of Flint.
- These taxes shall be held in trust and paid over to the City of Flint in accordance with City ordinances and State law. Any failure to do so shall constitute a substantial and material breach of this contract.
- 29) **CONTRACT DOCUMENTS:** The invitation for proposal, instructions to proposal, proposal, affidavit, addenda (if any), statement of Bidder's qualifications (when required), general conditions, special conditions, performance bond, labor and material payment bond, insurance certificates, technical specifications, and drawings, together with this agreement, form the contract, and they are as fully a part of the contract as if attached hereto or repeated herein.
- 30) **DISCLAIMER OF CONTRACTUAL RELATIONSHIP WITH SUBCONTRACTORS:** Nothing contained in the Contract Documents shall create any contractual relationship between the City and any Subcontractor or Sub-subcontractor.
- 31) **EFFECTIVE DATE:** Any agreement between the City and the Bidder shall be effective upon the date that it is executed by all parties hereto.
- 32) **FORCE MAJEURE:** Neither party shall be responsible for damages or delays caused by Force Majeure nor other events beyond the control of the other party and which could not reasonably have anticipated the control of the other party and which could not reasonably have been anticipated or prevented. For purposes of this Agreement, Force Majeure includes, but is not limited to, adverse weather conditions, floods, epidemics, war, riot, strikes, lockouts, and other industrial disturbances; unknown site conditions, accidents, sabotage, fire, and acts of God. Should Force Majeure occur, the parties shall mutually agree on the terms and conditions upon which the services may continue.
- 33) **INDEMNIFICATION:** To the fullest extent permitted by law, Bidder agrees to defend, pay on behalf of, indemnify, and hold harmless the City of Flint, its elected and appointed officials, employees and volunteers and others working on behalf of the City of Flint, including the Project Manager, against any and all claims, demands, suits, or losses, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Flint, its elected and appointed officials, employees, volunteers or others working on behalf of the City of Flint, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, which may arise as a result of Bidder's acts, omissions, faults, and negligence or that of any of his employees,

agents, and representatives in connection with the performance of this contract. Should the Bidder fail to indemnify the City in the above-mentioned circumstances, the City may exercise its option to deduct the cost that it incurs from the contract price forthwith. *These provisions shall survive the termination or expiration of any agreement entered into as a result of this request.*

- 34) **INDEPENDENT CONTRACTOR:** No provision of this contract shall be construed as creating an employer-employee relationship. It is hereby expressly understood and agreed that Bidder is an “independent contractor” as that phrase has been defined and interpreted by the courts of the State of Michigan and, as such, Bidder is not entitled to any benefits not otherwise specified herein.
- 35) **NO THIRD-PARTY BENEFICIARY:** No contractor, subcontractor, mechanic, material man, laborer, vendor, or other person dealing with the principal Contractor shall be, nor shall any of them be deemed to be, third-party beneficiaries of this contract, but each such person shall be deemed to have agreed (a) that they shall look to the principal Contractor as their sole source of recovery if not paid, and (b) except as otherwise agreed to by the principal Contractor and any such person in writing, they may not enter any claim or bring any such action against the City under any circumstances. Except as provided by law, or as otherwise agreed to in writing between the City and such person, each such person shall be deemed to have waived in writing all rights to seek redress from the City under any circumstances whatsoever.
- 36) **NON-ASSIGNABILITY:** Contractor shall not assign or transfer any interest in this contract without the prior written consent of the City provided, however, that claims for money due or to become due to Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.
- 37) **NON-DISCLOSURE/CONFIDENTIALITY:** Contractor agrees that the documents identified herein as the contract documents are confidential information intended for the sole use of the City and that Contractor will not disclose any such information, or in any other way make such documents public, without the express written approval of the City or the order of the court of appropriate jurisdiction or as required by the laws of the State of Michigan.
- 38) **RECORDS PROPERTY OF CITY:** All documents, information, reports and the like prepared or generated by Contractor as a result of this contract shall become the sole property of the City of Flint.
- 39) **SEVERABILITY:** In the event that any provision contained herein shall be determined by a court or administrative tribunal to be contrary to a provision of state or federal law or to be unenforceable for any reason, then, to the extent necessary and possible to render the remainder of this Agreement enforceable, such provision may be modified or severed by such court or administrative tribunal so as to, as nearly as possible, carry out the intention of the parties hereto, considering the purpose of the entire Agreement in relation to such provision. The invalidation of one or more terms of this contract shall not affect the validity of the remaining terms.
- 40) **TERMINATION:** This contract may be terminated by either party hereto by submitting a notice of termination to the other party. Such notice shall be in writing and shall be effective 30 days from the date it is submitted unless otherwise agreed to by the parties hereto. Contractor, upon receiving such notice and prorated payment upon termination of this contract shall give to the City all pertinent records, data, and information created up to the date of termination to which the City, under the terms of this contract, is entitled.

- 41) **TIME PERFORMANCE:** Contractor's services shall commence immediately upon receipt of the notice to proceed and shall be carried out forthwith and without reasonable delay.
- 42) **EVALUATION OF PROPOSAL:** In the City's evaluation of proposals, at minimum: cost, serviceability, financial stability, and all requirements set forth in this document shall be considered as selection and award criteria unless otherwise specified.
- 43) **PREVAILING WAGE:** When applicable, certain projects must meet Davis-Bacon Act requirements and full prevailing wage. Information on Davis-Bacon reporting and requirements, including payroll reporting, can be found at: <https://www.dol.gov/whd/govcontracts/dbra.htm>

### **Use of Brand Names:**

References in the specification to a particular trade name, manufacturer's catalog or model number are made for descriptive purposes to guide the bidder in interpreting the type and quality of materials or supplies or nature of work desired. Such descriptions should not be construed as excluding bids on other types of materials and supplies or for performing the work in a manner other than specified, providing that the materials and supplies and manner of performing the work offered are of equal quality to that specified and equally acceptable to the City for its purposes. Exceptions must be clearly stated.

The Purchasing Office will determine equal products or services.

### **Pricing:**

Prices must be stated in units of quantity specified. Prices submitted by bidders must be firm for 45 days from the date of the bid opening and through the life of the contract upon award. Prices shall be in US funds only.

Prices in bid shall be Free On Board (FOB) prepaid to destination as designated. All charges for packing, crating, containers, etc., are included and being in strict accordance with specifications as shown. The price bid by the successful bidder shall be the price paid for all items to be furnished under this contract, regardless of the time of shipment or delivery, unless otherwise provided.

The bid indicates the estimated total quantity to be used during the life of this contract. City of Flint does not guarantee any specific amount and shall not be held responsible for any deviation therefrom.

Purchases by the City are exempt from any federal, state or city sales tax. Exemption certificates or proof of sales tax exemption will be provided upon request.

Where pricing is described in both words and numerals, the words will govern.

**PROPOSAL NO. 20000559 – NEW DURESS SMART SYSTEM**

**Term:**

This contract shall be until June 30, 2020 from the date of the award.

The City of Flint, however reserves the right to extend the period of the contract for any length of time up to sixty (60) days beyond that time herein specified as the expiration date of this contract.

**Delivery:**

Materials/services are required on or before the delivery date in the specifications. The successful bidder is responsible for delivery in good condition to the designated destination.

No items are to be shipped or delivered until receipt of an official purchase order from City of Flint or an executed contract.

Guaranteed delivery date will be a consideration in making a contract award.

Failure to deliver as guaranteed may result in termination of any contract entered into and determination of the bidder being not responsible. This may also disqualify the bidder from receiving contracts for at least two years. The City of Flint will assume no liability for any expense or loss because of such termination.

All broken and/or damaged items received by the City of Flint shall be replaced by the successful bidder immediately, at their own cost and expense. The City of Flint shall inspect all the items and notify the successful bidder of any damage as soon as it is discovered.

No minimum order quantity shall apply.

**Warranty:**

The City of Flint requires a minimum one (1) year warranty from the date of acceptance, to correct at no additional cost to City of Flint any failure or defect in material and workmanship, which appears in the equipment, goods or services supplied under this bid.

The City of Flint does not accept exceptions to implied warranties of suitability or merchantability. City of Flint does not accept limitations for recovery for incidental or consequential damages or on its legal remedies to secure such recovery.

**PROPOSAL NO. 20000559 – NEW DURESS SMART SYSTEM**

**SCOPE OF WORK**

**LABOR:**

- Install new 50-point addressable panel to monitor each panic button
- (8) locations will be installed, (7) in the Customer service area and one in the Mayor's office
- System is expandable up to 50 locations
- Install (1) Horn/Strobe in main control panel area for additional coverage
- (Lot) #16/2 THHN wire
- (1) 120-volt 20-amp circuit
- Electrical permit
- All necessary miscellaneous boxes, cable, couplings, conduit, fittings, supports, wire, etc. to complete the project

**MATERIAL:**

- Install new 50-point addressable panel to monitor each panic button
- (8) locations will be installed, (7) in the Customer service area and one in the Mayor's office
- System is expandable up to 50 locations
- Install (1) Horn/Strobe in main control panel area for additional coverage
- (Lot) #16/2 THHN wire
- (1) 120-volt 20-amp circuit
- All necessary miscellaneous boxes cable couplings, conduit, fittings, supports, wire, etc. to complete the project

***This proposal is based on straight time service, Monday through Friday.***

**PAYMENT TERMS**

**Our payment terms are net 30 days,**

**SPECIAL CONDITIONS**

**NON-EXCLUSIVITY:**

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with Vendor.

**WARRANTY:**

Complete warranty information detailing period and coverage must be submitted.

**VENDOR QUALIFICATIONS:**

Vendor will provide a general history, description and status of their Company.

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**CITY OF FLINT, MICHIGAN**

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**PROPOSAL NO. 20000559 – NEW DURESS SMART SYSTEM**

**BID FORM**

The City of Flint, Department of Purchases & Supplies, is soliciting proposals to furnish a NEW DURESS SMART SYSTEM until June 30, 2020.

ITEM		
1	LABOR	\$
2	MATERIALS	\$

**Please include a copy of your insurance.**

**THIS PAGE MUST BE COMPLETED AND INCLUDED WITH SUBMITTAL:**

*The undersigned hereby certifies, on behalf of the respondent named in this Certification (the "Respondent"), the information provided in this offer submitted to the City of Flint is accurate and complete, and that I am duly authorized to submit same. I hereby certify that the Respondent has reviewed all documents and requirements included in this offer and accept its terms and conditions.*

Prices firm unless stated otherwise by bidder. Delivery can be made in ( ) hours ARO (after receipt of order).

**Payment Terms:** \_\_\_\_\_ **Delivery Destination:** \_\_\_\_\_ **Fed. ID#:** \_\_\_\_ - \_\_\_\_\_

**COMPANY NAME (Respondent):** \_\_\_\_\_  
(Please Print)

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

**CITY/STATE/ZIP:** \_\_\_\_\_

**PHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL:** \_\_\_\_\_

**PRINT NAME AND TITLE:** \_\_\_\_\_  
(Authorized Representative)

**SIGNED:** \_\_\_\_\_  
(Authorized Representative)

**Please submit one (1) original and one (1) copy.**



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## CITY OF FLINT, MICHIGAN

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### PROPOSAL NO. 20000559 – NEW DURESS SMART SYSTEM

New vendors are required to compete and submit an IRS W-9 Form and Vendor ACH Form with the City of Flint. Link is available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid.

<https://www.cityofflint.com/finance/purchasing/results/> under “bid results”.

New vendors are required to complete and submit an IRS W-9 Form and Vendor ACH Form with the City of Flint. Link is available at <https://www.cityofflint.com/finance/accounts-payable-department/>

Results may be viewed next business day online EXCEPT when a bid is under review. The bidders/public will only see the names of the bidders that submitted a bid, not their cost. This will protect the bidders cost in case there is a re-bid.

<https://www.cityofflint.com/finance/purchasing/results/> under “bid results”.

**PROPOSAL RESPONSES MUST BE RECEIVED AND TIME STAMPED NO LATER THAN THE PUBLIC PROPOSAL OPENING DATE AND TIME (LOCAL TIME) SPECIFIED ABOVE. PROPOSALS WILL BE OPENED AND READ ALOUD AT THAT TIME IN THE PROCUREMENT SERVICES DIVISION. LATE PROPOSALS WILL NOT BE CONSIDERED.**

<input type="checkbox"/>	<b>SUBMITTAL CHECKLIST (PROPOSAL PACKET SHOULD BE RETURNED IN ITS ENTIRETY)</b>
	ORIGINAL PROPOSAL
	One (1) COPY OF PROPOSAL
	ADDENDA NUMBER ACKNOWLEDGED, IF APPLICABLE
	REFERENCES
	PROPOSAL PRICING (INCLUDING UNIT PRICES, WHERE REQUIRED)
	COMPLETED IRS-Form W-9
	CERTIFICATE OF LIABILITY INSURANCE/WARRANTY
	CERTIFICATION/PROPOSAL SIGNATURE AFFIDAVIT PAGE, COMPLETED, WITH SEAL (IF CORPORATION) NOTARY PUBLIC AND AUTHORIZED SIGNATURE

**PROPOSAL NO. 20000559 – NEW DURESS SMART SYSTEM**

**REFERENCES**

The Offer must list four (4) references, listing firm name, address, telephone number and contact person to whom they have provided similar equipment, material or services for a period of not less than six (6) months. Additional references may be required. If Offer or is a new business, provide references that will enable the County to determine if Offer or is responsible.

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

**PROPOSAL NO. 20000559 – NEW DURESS SMART SYSTEM**

**REFERENCES**

<b>COMPANY NAME:</b>	
<b>ADDRESS:</b>	
<b>CONTACT PERSON:</b>	
<b>TELEPHONE NUMBER:</b>	

<b>STATE THE NUMBER OF YEARS IN BUSINESS:</b>	
<b>STATE THE CURRENT NUMBER OF PERSONNEL ON STAFF:</b>	

**PROPOSAL NO. 20000559 – NEW DURESS SMART SYSTEM**

**CITY OF FLINT, MICHIGAN AFFIDAVIT  
AFFIDAVIT FOR INDIVIDUAL**

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he is the person making the above bid; and that said bid is genuine and not sham or collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not in any manner sought by collusion to secure himself any advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_,

My Commission expires \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

**PROPOSAL NO. 20000559 – NEW DURESS SMART SYSTEM**

**CITY OF FLINT, MICHIGAN AFFIDAVIT**

**FOR CORPORATION**

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that she/he/they

is \_\_\_\_\_ of \_\_\_\_\_  
(Official Title) (Name of Corporation)

a corporation duly organized and doing business under the laws of the State of \_\_\_\_\_  
the corporation making the within and foregoing bid; that he executed said bid in behalf of said corporation by  
authority of its Board of Directors; that said bid is genuine and not sham or collusive and is not made in the interests of or  
on behalf of any person not herein named, and that he has not and said bidder has not directly or indirectly induced or  
solicited any other person or corporation to refrain from bidding; that he has not and said bidder has not in any manner  
sought by collusion to secure to himself or to said corporation an advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_,

\_\_\_\_\_  
\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_  
My Commission expires \_\_\_\_\_, 20\_\_\_\_

**PROPOSAL NO. 20000559 – NEW DURESS SMART SYSTEM**

**CITY OF FLINT, MICHIGAN AFFIDAVIT**

**FOR PARTNERSHIP**

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he is a member of the firm of \_\_\_\_\_, a co-partnership, making the above bid; that he is duly authorized to make said bid on behalf of said co-partnership; that said bid is genuine and not sham of collusive, and is not made in the interest of or on behalf of any person not therein named, and that he has and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20\_\_\_\_\_,

\_\_\_\_\_  
\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20\_\_\_\_



PROPOSAL NO. 20000559 – NEW DURESS SMART SYSTEM

CITY OF FLINT, MICHIGAN AFFIDAVIT

FOR AGENT

STATE OF \_\_\_\_\_

S.S.

COUNTY OF \_\_\_\_\_

\_\_\_\_\_ being duly sworn, deposes and says that he executed the within and foregoing bid in behalf of \_\_\_\_\_, the bidder therein named, he having been theretofore lawfully authorized, as the agent of said bidder, so to do; that said bid is genuine and not sham or collusive and not made in the interests of or on behalf of any person not therein named, and that he has not and said bidder has not directly or indirectly induced or solicited any bidder to put in a sham bid; that he has not and said bidder has not directly or indirectly induced or solicited any other person or corporation to refrain from bidding, and that he has not and said bidder has not in any manner sought by collusion to secure to himself or to said bidder any advantage over other bidders.

Subscribed and sworn to before me at \_\_\_\_\_, in said County and State,

this \_\_\_\_\_ day of \_\_\_\_\_, A.D. 20 \_\_\_\_\_,

\_\_\_\_\_  
\*Notary Public, \_\_\_\_\_ County, \_\_\_\_\_

My Commission expires \_\_\_\_\_, 20 \_\_\_\_\_

*NOTE: If executed outside of the State of Michigan, certificate by the Clerk of the Court of Record, authenticating the Notary's Signature and authority should be attached.*