

LOOK FOR ALL CITY OF DEARBORN'S REQUEST FOR BIDS & PROPOSALS ON-LINE AT THE MITN SITE,
on: www.mitn.info.

STATEMENT OF "NO BID"

BID SOLICITATION FOR: NORTEL TELEPHONES

BID DUE DATE: Wednesday, May 30, 2007

IMPORTANT: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. You may fax this form to (313) 943-2420 or mail it to City of Dearborn, Finance Department, Purchasing Division, 4500 Maple, Dearborn, Michigan 48126. By submitting this form, you will assist us in evaluating all responses, improve our bid solicitation process, and to maintain a positive relationship with you.

_____ Product specifications are geared toward a manufacturer or brand name that we do not represent.

_____ Specifications are unclear (explain below).

_____ We are unable to meet specifications (explain below).

_____ Insufficient time to respond.

_____ Our schedule would not permit us to perform.

_____ We are unable/unwilling to meet bond requirements.

_____ We are unable/unwilling to meet insurance requirements.

_____ We are unable/unwilling to meet bid deposit requirements.

_____ We do not offer this type of product or service. (Please update the Commodity codes for which you registered with MITN.)

_____ Other (Please explain below)

_____ The following additions/modifications are recommended for your specifications.

REMARKS:

Signature: _____

Name: _____

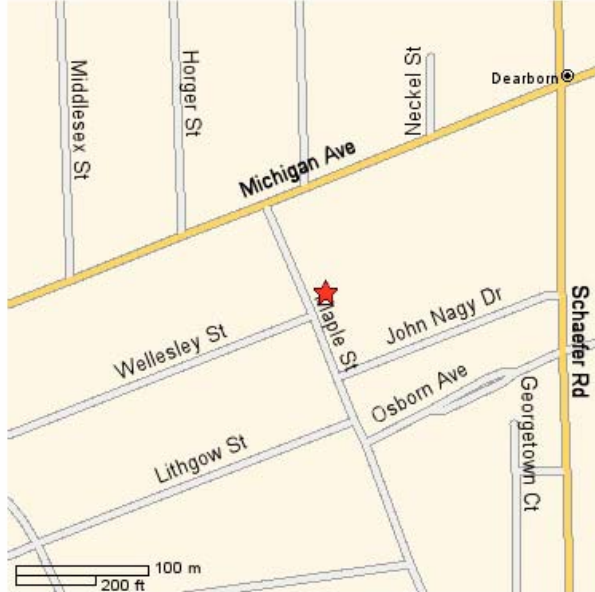
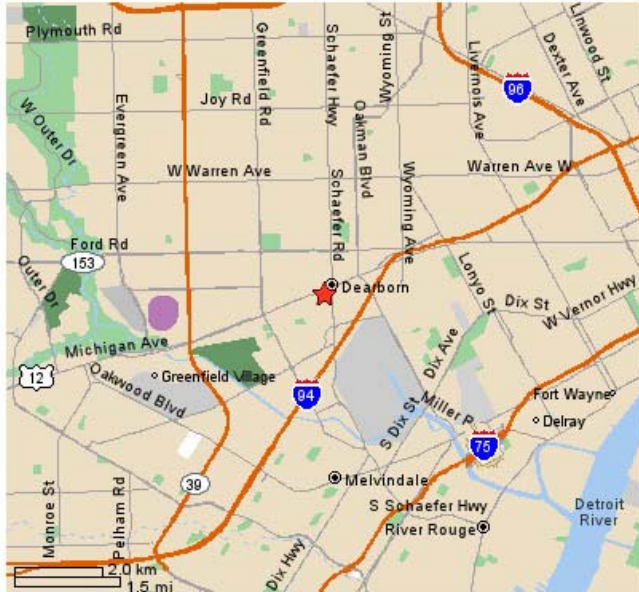
Title: _____

Firm Name: _____

Phone: _____

Fax: _____

FINANCE/PURCHASING OFFICE
CITY HALL, WEST WING, 3RD LEVEL
4500 MAPLE
DEARBORN, MI 48126
(313) 943-2375



FROM THE NORTH OR SOUTH: Take Southfield (M39) to Michigan Avenue East. Go to Maple (3rd light past Greenfield). Turn right on Maple. Go 1 block to John Nagy Drive and turn left. Parking lot on right and parking ramp on left.

FROM THE EAST: Take I94 west to Michigan Avenue West. Go to Schaefer and turn left. Go 1 block to John Nagy Drive and turn right. Parking ramp on right and parking lot on left.

FROM THE WEST: Take I94 east to Southfield (M39) north. Take the Michigan Avenue East exit and continue down Michigan Avenue. Go to Maple (3rd light past Greenfield). Turn right on Maple. Go 1 block to John Nagy Drive and turn left. Parking lot on right and parking ramp on left.

**CITY OF DEARBORN
ADVERTISEMENT
FOR
NORTEL TELEPHONES**

Sealed bids will be received by the City of Dearborn, at the Office of the Purchasing Agent, Finance Department, Purchasing Division, 4500 Maple, 3rd Floor, Dearborn, Michigan 48126, up to and including Wednesday, May 30, 2007 at 2:00 p.m. (Eastern Time Zone).

Sealed bids will be publicly opened and read aloud at 2:15 p.m. (Eastern Time Zone) of the same day in the Office of the Purchasing Agent, 4500 Maple, 3rd Floor, Dearborn, Michigan.

Individuals with disabilities who require special accommodations, auxiliary aids or services to attend or participate in any meeting related to this bid should contact (313) 943-2375. Reasonable advance notice is required.

Specifications, Form of Proposal and Instructions to Bidders are now available on www.mitn.info or in the Office of the Purchasing Agent.

Only firm sealed bids which are in strict conformance with the specifications will be considered. A certified check, cashier's check or bid bond (**COMPANY CHECK OR MONEY ORDER WILL NOT BE ACCEPTABLE**) in the amount of \$500 must accompany the proposal. Failure to provide the correct bid deposit may result in the bid being rejected. The City reserves the right to reject any or all bids.

Karen Karasinski
Interim Purchasing Agent

ITB-NORTEL TELPHONES

Due date: Wednesday, May 30, 2007, 2:00 p.m., local time

The City of Dearborn is seeking bids for Nortel telephones as specified below. The successful vendor must provide proof of TL 9000 or ISO 9001:2000 Certification. Please submit such documentation along with your bid. The phones needed are as follows:

Nortel 2554 Wall Telephone, Ash, Quantity 27

Nortel 3903 Telephone, Black/Charcoal, Quantity 150

Nortel 3904 Telephone, Black/Charcoal, Quantity 155

Substitutions will not be acceptable since this is for re-stocking of existing equipment. Pricing Sheet follows this page.

PRICING SHEET

ITB-NORTEL TELEPHONES

Item 1. Nortel 2554 Wall Telephone, Ash, quantity 27

_____ x 27 = \$ _____
Written Amount Unit Price

Item 2. Nortel 3903 Telephone, Black/Charcoal, quantity 150

_____ x 150 = \$ _____
Written Amount Unit Price

Item 3. Nortel 3904 Telephone, Black/Charcoal, quantity 155

_____ x 155 = \$ _____
Written Amount Unit Price

GRAND TOTAL \$ _____

Please list any other required charges below, e.g., licenses, etc.:

Price Discrepancy:

The price shall be given in words and figures and in case of discrepancy the amount stated in words shall govern. In case of error in extension, unit price will govern.

Delivery:

Above prices to include delivery and/or freight charges to destination specified.

Warranty:

Vendor shall specify terms of the contract. The bidder agrees to be responsible for picking up, repairing and delivering the unit when repairs or servicing under warranty are necessary.

References:

Please list three references where your company has provided similar products and/or services.

PLEASE PRINT

Company Name	Contact Person	Telephone Number	Email Address
1.			
2.			
3.			

Credit Terms:

2 percent discount if paid within 10 days, net 30 days. Credit period to run from receipt of goods and invoice in proper form. Cash discount for prompt payment WILL NOT be taken into account in determining the low bidder. Any exceptions to this must be listed below by the bidder.

Bid Deposit:

Accompanying this proposal is a certified check, cashier's check or bid bond **(COMPANY CHECK OR MONEY ORDER WILL NOT BE ACCEPTABLE)** in the amount of \$500 payable to the City of Dearborn. Failure to provide the correct bid deposit may result in the bid being rejected. If the undersigned is the successful bidder and fails to execute the contract within ten (10) days after the contract is delivered for signatures it is agreed the bid deposit will be forfeited to the City of Dearborn.

In submitting this sealed bid it is understood that the right is reserved by the City of Dearborn to reject any or all bids. It is agreed that this bid may not be withdrawn for sixty (60) days from the opening. Bids which are withdrawn will result in forfeiture of the bid deposit.

Signature:

Bidder will identify business entity as individual or if doing business under an assumed name, indicate assumed name, partnership (naming partners), corporation, foreign or domestic (naming principal officers), and indicate official capacity of person executing proposal and bid.

Firm Name (*Corporation, Partnership or Assumed Name*)

Firm Address (*Street and Number*) (*City*) (*State*) (*Zip Code*) (*County*)

Firm Phone Number

Firm Fax Number

E-mail Address

Name of Principal Officer(s)

Title

Name of Partnership/Owners

Title

Name of Person Executing Bid (*Please Print*)

Title

Signature of Person Executing Bid

Date

By signing this page, you are acknowledging that you have received this document via www.mitn.info or through the City of Dearborn Purchasing Division.

I understand and will comply with the insurance requirements. ☐ Yes ☐ No

FIFTEEN COPIES (ONE SIGNED ORIGINAL AND 14 COPIES) OF THIS PROPOSAL MUST BE SUBMITTED TO THE OFFICE OF THE PURCHASING AGENT, FINANCE DEPARTMENT, PURCHASING DIVISION, 4500 MAPLE, 3RD FLOOR, DEARBORN, MICHIGAN 48126.

PLEASE STAPLE CERTIFIED OR CASHIER'S CHECK HERE.

ALL CITY OF DEARBORN REQUESTS FOR BIDS, QUOTES AND PROPOSALS ARE AVAILABLE AT www.mitn.info

AFFIDAVIT OF NONCOLLUSION BY CONTRACTOR

STATE OF _____) SS
COUNTY OF _____)

_____, being first duly sworn deposes and

says that he is _____
(Title)

of _____
(Insert name of bidder)

who submits herewith to the City of Dearborn a proposal;

That all statements of fact in such proposal are true;

That such proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

That such proposal is genuine and not collusive or sham;

That said bidder has not, directly or indirectly by agreement, communication or conference with anyone attempted to induce action prejudicial to the interest of the City of Dearborn, or of any other bidder or anyone else interested in the proposed contract; and further.

That prior to the public opening and reading of proposals, said bidder:

- a. Did not, directly or indirectly, induce or solicit anyone else to submit a false or sham proposal;
- b. Did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham proposal, or that anyone should refrain from bidding or withdraw his proposal;
- c. Did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his proposal price, or of that of anyone else;
- d. Did not, directly or indirectly, submit his proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any individual or group of individuals, except to any person or persons who have a partnership or other financial interest with said bidder in his business.

Subscribed and sworn to before me this

_____ day of _____, 20_____

by _____

Notary Public

SPECIFICATIONS:

No Substitution:

Bidders are advised that all materials, workmanship and construction shall be in accordance with the plans and specifications and have a finished appearance, and no substitute materials will be acceptable.

Increase/Decrease Quantity:

The City reserves the right to add or delete any of the items listed in this proposal.

Insurance requirements:

- **Commercial General Liability Coverage:**

Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The certificate must contain, as an endorsement, the following language: "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". The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.

- **Workers Compensation Coverage:**

At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage. Employers Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.

- **Automobile Liability Coverage:**

The Automobile Liability Coverage shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.

- The insurance carrier must have an A.M. Best Company rating of A-, VII or better.
- A certificate of insurance must be received in the Purchasing Office of the City of Dearborn within ten (10) calendar days of receiving Notice of Award and no less than five (5) days prior to commencement of work.
- Cancellation clause of insurance shall identify not less than thirty (30) days.
- The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Award of Contract:

This contract will be awarded to the low responsible and responsive bid meeting specifications.

Additional Information:

The City reserves the right to request any additional information it deems necessary from firms responding to this request for bids after bids have been received.

Qualifications of Bidder:

The bidder may be required before the award of any contract to show to the complete satisfaction of the City of Dearborn that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The bidder may also be required to give a past history and references in order to satisfy the City of Dearborn in regard to the bidder's qualifications. The City of Dearborn may make reasonable investigations deemed necessary and proper to determine the ability of the bidder to perform the work, and the bidder shall furnish to the City of Dearborn all information for this purpose that may be requested. The City of Dearborn reserves the right to reject any bid if the evidence submitted by, or investigation of, the bidder fails to satisfy the City of Dearborn that the bidder is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the bidder's qualifications shall include:

1. The ability, capacity, skill, and financial resources to perform the work or provide the service required.
2. The ability of the bidder to perform the work or provide the service promptly or within the time specified, without delay or interference.
3. The character, integrity, reputation, judgment, experience, and efficiency of the bidder.
4. The quality of performance of previous contracts or services.

Non-Discrimination Clause:

The bidder 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 bidder further agrees to require similar provisions from any subcontractors, or suppliers.

GENERAL TERMS AND CONDITIONS:

Contact for Inquiries:

Interested bidders may review pertinent information regarding this request and make specific inquiries regarding the submission of bids by contacting the following representative:

Mark W. Brace, Buyer
Purchasing Division
City of Dearborn
4500 Maple – 3rd Floor
Dearborn, Michigan 48126
(313) 943-2375

Errors or Omissions:

Bidders are not permitted to take advantage of any errors or omissions in the specifications since full instructions will be given should they be called to the attention of the Purchasing Division; however, the Purchasing Division should be notified of such errors or omissions not less than five working days before bids are due.

Legal Conditions:

The contractor agrees to abide by all State, County and Local Laws and Regulations.

Non-Funding Clause:

If the City should not allocate funds for the purpose of continuing this service for any fiscal period succeeding the one in which this agreement takes effect, the City shall have the option to terminate this agreement. In the event of such termination, the City shall give thirty (30) days prior written notice.

Patents:

The bidder shall protect and indemnify against loss or damage of any kind or nature, shall bear the cost of any suit which may arise, and shall pay all damages which may be awarded against the City for the use under the attached specifications of any patented device process, apparatus, material or invention.

Hold Harmless:

To the fullest extent permitted by law, the Contractor/Vendor shall indemnify, defend, and hold harmless the City of Dearborn, its officers, agents, employees, elected, and appointed officials, and volunteers from and against any and all claims, losses or liability, including attorney's fees arising from injury or death to persons or damage to property occasioned by any act, omission, or failure of the Contractor/Vendor and any of its officers, agents, employees, and volunteers in satisfying the terms required by this contract.

Informalities and Irregularities:

The City of Dearborn has the right to waive minor defects or variations of a bid from the exact requirements of the specifications that do not affect the price, quality, quantity, delivery, or performance time of the services being procured. If insufficient information is submitted by a bidder for the City of Dearborn to properly evaluate the bid, the City of Dearborn has the right to require such additional information as it may deem necessary after the time set for receipt of bids, provided that the information requested does not change the price, quality, quantity, delivery, or performance time of the services being procured.

Nonconforming terms and conditions:

The City of Dearborn reserves the right to permit the bidder to withdraw nonconforming terms and conditions from its bid/proposal response prior to award of a contract and/or issuance of a purchase order.

All terms and conditions of this bid/proposal specification will be made a part of any resulting contract. Any additional terms and conditions proposed by your firm must be included in your bid/proposal response. A bid/proposal response that includes terms and conditions that do not conform to the terms and conditions in the bid document may be subject to rejection as nonresponsive.

Assignment of Contract:

Contractor shall not assign the contract or any part thereof to any person, firm, corporation or company unless such assignment is approved in writing by the Purchasing Agent. The contract shall not be assignable unless the proposed assignee is acceptable to the City. Such acceptance shall be at the sole discretion of the City upon request of the contractor. If such assignment is acceptable to the City, any and all independent contractors and subcontractors shall abide by all terms and conditions set forth in the original bid specification including insurance requirements.

No Reimbursement for Bid Costs:

The City will not pay for any information solicited or obtained. Further, the City will not be liable for any costs incurred in bid preparation, presentation or contract negotiation.

Failure to Comply:

For failure to deliver in accordance with specifications, the City may cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the contractor.

Execution of Contract:

When the contract has been signed by the awarded vendor, the Corporation Counsel and the Mayor, the contract is then considered a fully executed contract. Upon receiving an executed contract, the contractor may then provide the product or service. Prior to receiving a fully executed contract, work is not authorized to commence.

Issuance of Purchase Orders:

No purchase under this contract is authorized except by issuance of purchase orders and receipt of a fully executed copy of the contract from the City of Dearborn. The contractor shall reference such purchase orders on his/her invoices for all purchases so authorized.

Termination for Default:

The contract shall remain in force for the full period specified and until the City of Dearborn determines that all requirements and conditions have been satisfactorily met and the City of Dearborn has accepted the work. Thereafter, applicable provisions of the contract shall remain in force until the City of Dearborn has determined that the contractor has met all requirements and conditions such as guarantees and warranties that relate to the work following the contract term. The City of Dearborn shall have the right to terminate the contract sooner if the City of Dearborn determines that the contractor has failed to perform satisfactorily the work required, as determined by the City of Dearborn. In the event the City of Dearborn decides to terminate the contract for failure to perform satisfactorily, the City of Dearborn shall give to the contractor at least fifteen (15) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City of Dearborn.

If the contractor fails to cure the default within the fifteen (15) days specified in the notice and the contract is terminated for failure to provide satisfactory performance, the contractor shall be entitled to receive compensation for all reasonable, allocable, and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City of Dearborn prior to termination. In the event the City of Dearborn terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City of Dearborn is required to expend to complete the work covered by the contract.

After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of receipt of the notice of termination or other date specified in the notice; place no further orders or subcontracts for materials, services, or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.

Bid Distribution:

Important Notice –Only those vendors who obtain bid documents from either the MITN site on www.mitn.info or the Purchasing Division Office are guaranteed to receive addendum information, if such information is issued.

The City of Dearborn officially distributes bid documents from the MITN site at www.mitn.info or through the Purchasing Division Office and will not be responsible for information obtained from unofficial bid documents.

You may obtain an official copy of all Requests for Bids, Quotes and Proposals, etc... by registering on the MITN site at www.mitn.info.

INSTRUCTIONS TO BIDDERS:

Bid Deposit:

A certified check, cashier's check or bid bond **(COMPANY CHECK OR MONEY ORDER WILL NOT BE ACCEPTABLE)** in the amount of \$500 payable to the City of Dearborn must be submitted with the bid. Failure to provide the correct bid deposit may result in the bid being rejected. If the undersigned is the successful bidder and fails to execute the contract within ten (10) days after the contract is delivered for signatures, it is agreed the bid deposit will be forfeited to the City of Dearborn.

In submitting this sealed bid it is understood that the right is reserved by the City of Dearborn to reject any or all bids. It is agreed that this bid may not be withdrawn for sixty (60) days from the opening. Bids which are withdrawn will result in forfeiture of the bid deposit.

The bid deposit of all except the two (2) lowest bidders will be returned within 1 week after opening of bids. The bid deposit of the second low bidder will be returned within 72 hours after the Dearborn City Council has awarded a contract. The bid deposit of the successful bidder will be returned within 48 hours after the contract has been executed. A bid/proposal response that includes terms and conditions that do not conform to the terms and conditions in the bid document may be subject to rejection as nonresponsive.

Sealed Bids:

Fifteen copies (one signed original and 14 copies) of this proposal must be submitted to the Office of the Purchasing Agent, Finance Department, Purchasing Division, 4500 Maple, 3rd Floor, Dearborn, Michigan 48126.

In submitting a sealed bid, bidder must place name of company and identify plainly on outside envelope, Sealed bid for "NORTEL TELEPHONES".



CITY OF DEARBORN CONTRACT

ARTICLES OF AGREEMENT, made and entered into this _____ day of _____, 2005, by and between the City of Dearborn, Wayne County, Michigan, and _____, of the City of _____, County of _____ State of _____
WITNESSETH:

In consideration of the mutual promises of the parties hereto, IT IS AGREED:

1. That all copies of the attached proposals, specifications, plans, general conditions, instructions to bidders, and the attached bonds shall be and they are hereby made a part of this agreement and contract.
2. That _____ under penalty of bonds attached, shall furnish all labor, materials and appliances necessary and does covenant to do all the work in accordance with the _____ above referred to, in a manner, time and place, all and singular as therein set forth.
3. The City of Dearborn hereby agrees and promises to pay to _____ the sum provided in the attached proposal, namely in the _____ all in the time and manner provided.
4. For the faithful performances of all and singular of the stipulations, terms, covenants and conditions of this agreement, the parties respectively bind themselves, their heirs, successors, personal representatives and assigns.

IN WITNESS WHEREOF, said parties have set their hands and seals, on the day and year first written above.

APPROVED:

DATE:

CORPORATION COUNSEL

FOR CITY OF DEARBORN

Authorized by Council Resolution No. _____

Mayor Michael A. Guido for the City of Dearborn Date

FOR _____

Authorized Signature

Official Capacity

Authorized Signer Printed Name

Date

IN THE PRESENCE OF

Witness Signature

Witness Printed Name