

Respondent (Company) Name _____

CITY OF DEARBORN

Home Town of Henry Ford

JOHN B. O'REILLY, JR., MAYOR



INVITATION TO BID FOR PRINTING SERVICES CONTROL NO. 97310

Issue Date: February 11, 2009

Mandatory Pre-bid Forms Review: To be scheduled by appointment only, prior to March 4, 2009
Forms are available to review at:
Dearborn City Hall
Department of Public Information
13615 Michigan Avenue
Dearborn, MI 48126
313.943.2285 to schedule an appointment

Pre-bid Question Deadline: March 04, 2009, 2:00 p.m. EST

Bid Deadline: March 11, 2009, 2:00 p.m. EST
City of Dearborn
Purchasing Division
4500 Maple
Dearborn MI 48126

Purchasing Contact: Terri Genette, Buyer
Phone: 313.943.2485
Fax: 313.943.2420
Email: tgenette@ci.dearborn.mi.us

DESCRIPTION: Bids are being solicited for printing services of various citywide documents on a contract basis for a period of two (2) years with the potential of two (2) additional two-year renewal options possible.

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

Copies of this solicitation document and any issued addenda may also be obtained at The City of Dearborn, Finance Department, Purchasing Division, 4500 Maple, Dearborn MI 48126, 313.943.2375.

Bids must be time stamped by the Purchasing Division by the exact date and time indicated above. Late bids will not be accepted. Bids will be opened shortly after the bid deadline.

TABLE OF CONTENTS

TABLE OF CONTENTS 2

INSTRUCTIONS 3

SPECIFICATIONS/SCOPE OF WORK 6

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS 9

STANDARD TERMS AND CONDITIONS OF AGREEMENT 11

REQUIRED FORMS 14

 BID FORM..... 15

 PRICE PAGE 17

 VERIFICATION OF MINIMUM QUALIFICATIONS FORM 18

 BUSINESS INFORMATION QUESTIONNAIRE.....20

 SUBCONTRACTOR FORM..... 22

INSTRUCTIONS

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 Invitation To Bid (ITB) and accompanying documents and any written clarifications or addenda issued by the City of Dearborn. If a bidder finds a discrepancy, error or omission in this ITB package, or requires any written addendum thereto, the bidder is requested to notify the purchasing contact noted on the cover of this ITB, so that written clarification may be sent to all prospective bidders. **THE CITY OF DEARBORN IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the purchasing contact before the pre-bid question deadline (2:00 p.m., March 4, 2009).
2. **PRE-BID FORMS REVIEW:** A pre-bid forms review concerning this ITB will be held. An appointment to review forms must be made in advance. **Each prospective bidder should plan on spending significant time during the review appointment to evaluate each form to be able to provide unit pricing. Each form will be listed on supplemental bid sheets that will be provided during the mandatory pre-bid forms review appointment. The mandatory review appointment will be the only opportunity to review forms.** The mandatory review date and location is indicated on the cover of this ITB. Staff will be available at this time to answer questions about this ITB. Scheduling an appointment to review forms is mandatory to be eligible to submit a bid response.
3. **ITB MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this solicitation at the sole discretion of the City of Dearborn. **Any and all addenda issued by the City of Dearborn will be posted as noted on the cover page of this document.** All interested parties are instructed to view the listed website regularly for any issued addenda. Copies of any issued addenda may also be obtained at the City of Dearborn, Finance Department, Purchasing Division, 4500 Maple, Dearborn, MI 48126, 313.943.2375, 8:00 a.m. to 4:30 p.m., Monday through Friday. It is the responsibility of the bidder to obtain the available addenda and acknowledge any issued addenda on the Bid Form for this solicitation, and further submit the form as part of the required documents for this solicitation. If any changes are made to this solicitation document by any party other than the City of Dearborn, the original document in the City of Dearborn's files takes precedence.
4. **BID SUBMISSION:**
 - a) The bidder must include the following items, or the bid may be deemed non-responsive:
 - i) All forms contained in this ITB, fully completed.
 - ii) Completed supplemental bid sheets for all forms.
 - iii) Evidence that the minimum qualifications listed in the Specifications/Scope of Work are met.
 - iv) Bid deposit (bond) in the amount of \$500.
 - b) Bids must be submitted to the Purchasing Division, City of Dearborn 4500 Maple, Dearborn MI 48126, by the date and time indicated as the deadline. The Purchasing Division time stamp will determine the official receipt time. It is each bidder's responsibility to ensure that its bid is time stamped by the Purchasing Division by the deadline. This responsibility rests entirely with the bidder, regardless of delays resulting from postal handling or for any other reasons. Bids will be accepted at any time during the normal course of business only, 8:00 a.m. to 4:30 p.m. EST, Monday through Friday, legal holidays excepted. Bids will be opened and read aloud shortly after the bid deadline.
 - c) Bids must be enclosed in a sealed envelope, box or package, and clearly marked on the outside with the following: ITB Title, control number, deadline and bidder's name, address, phone, fax and contact name.
 - d) **Submission of a bid establishes a conclusive presumption that the bidder is thoroughly familiar with the ITB, and that the bidder 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) Bids sent by facsimile or other electronic means will not be considered unless specifically authorized in this ITB.
 - 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 bid will become the property of the City of Dearborn.
 - h) Bids must be held firm for a minimum of 90 days.
5. **EXCEPTIONS:** Bidder shall clearly identify any proposed deviations from the language in this ITB (including its Form of Agreement) in writing, prior to submitting bid. Each exception must be clearly defined and referenced to the proper paragraph in this ITB or its Form of Agreement. The exception shall include, at a minimum, the bidder's 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 submitted bid, the City of Dearborn will expect and require complete conformance with this specification and the successful bidder will be required to perform accordingly. Bids not meeting all requirements may be rejected. Bids taking exception to Standard Terms and Conditions of this document (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements) will not be considered. The City of Dearborn reserves the right to accept or to allow the bidder to withdraw any or all exceptions.
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. **DUPLICATE BIDS:** No more than one (1) bid from any bidder, including its subsidiaries, affiliated companies and franchises will be considered by the City. In the event multiple bids are submitted in violation of this provision, the City will have the right to determine which bid will be considered, or at its sole option, reject all such multiple bids.
8. **REJECTION:** The City of Dearborn reserves the right to reject any or all bids, or to accept or reject any bid in part, and to waive any minor informality or irregularity in bids received if it is determined by the Purchasing Agent that the best interest of the City of Dearborn will be served by doing so. If all bids are rejected by the City of Dearborn, notice will be posted on the Michigan Intergovernmental Trade Network (MITN) website as noted on the cover page of this document. No bid will be considered from any person, firm or corporation in arrears or in default to the City of Dearborn on any contract, debt, or other obligation, or if the bidder is debarred by the City of Dearborn from consideration for a contract award, or if bidder has committed a violation of the City of Dearborn's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this document.
9. **PROCUREMENT POLICY:** Procurement for the City of Dearborn will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City of Dearborn.
10. **BID SIGNATURES:** Bids must be signed **in ink** 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 Dearborn if the bidder is determined to be the lowest responsive and responsible bidder.
11. **CONTRACT AWARD:** The City of Dearborn reserves the right to award by item, group of items, or total bid to the lowest responsive, responsible bidder. All bids must be firm for at least 90 days from the due date of the bid. The apparent successful bidder will be notified at the earliest possible date of the recommendation to award a contract. Award decisions may be subject to approval by the City Council, Mayor, and Corporation Counsel.

12. **NO-BID RESPONSE:** For those businesses who receive this ITB but who do not submit a bid, it would help the City of Dearborn if you would please return a notice of why you have chosen not to bid.
13. **FOIA REQUIREMENTS:** Bids are subject to public disclosure after the deadline for submission in accordance with state law.
14. **BID DEPOSIT RETURNS:** 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 ninety (90) 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 72 hours after opening of bids. The bid deposit of the second low bidder will be returned within 48 hours after the Dearborn City Council has awarded a contract. The bid deposit of the successful bidder will be returned within 48 hours after same has executed the contract.

SPECIFICATIONS/SCOPE OF WORK

1. **INTRODUCTION:** Through this ITB, the City of Dearborn hereby invites businesses that meet the qualifications set forth herein to submit bids for contract printing services for the City of Dearborn.
2. **GENERAL INFORMATION:** The City of Dearborn is requesting bids for contract printing services for a two (2) year period. Samples and an estimated usage of forms will be available to review by appointment only. During a review appointment, supplemental bid sheets will be provided and must be used to submit unit pricing for each form. Many printed pieces will be available for review to give bidders a good indication of the various kinds of printing that will be required under the contract

Some print requests may be repeated with no changes. Some requests may be repeated with minor changes. Some printing requests may not be ordered at all, but a variation or a similar form may be requested. In addition, there may be new requests that occur over the life of this contract that can't be anticipated. There may also be documents that require significant design work on the part of the vendor as well as documents that have been designed by the City that require the vendor's expertise to become "printer ready."

The items included in this contract are the City's best representation of the products the City of Dearborn may be purchasing on an annual basis. Based on our experience, actual print jobs required will vary somewhat from the supplementary bid sheets depending on departmental needs.

Based on previous contracts, expenditures are estimated to be approximately \$110,000 annually following the City's fiscal year (July through June). Actual delivered quantities will be based upon proper purchase orders issued by the City of Dearborn.

3. **MINIMUM QUALIFICATIONS:** Bidders (specifically, the business that will be contractually bound under the contract with the City of Dearborn) will be deemed nonresponsible and rejected without any further evaluation if they, as a business, do not meet the following qualifications:
 - a) The bidder, its subcontractor, and key personnel must have a minimum of three (3) years experience working in the printing industry.
 - b) The bidder shall have managed multiple contracts for printed material that varies in design, quantity, and paper specifications which is similar to the scope of work in this bid. Verification of previous contract management shall be provided in the form of references.
 - c) The bidder may be required, upon request and prior to an award, to demonstrate to the complete satisfaction of the City of Dearborn that it has the necessary facilities, skills, equipment, including printing press equipment, staffing, including design services, and financial resources to provide the service specified. The City of Dearborn reserves the right to determine if the bidder is properly qualified and capable to carry out the obligations of the contract.
4. **SCOPE OF WORK:** Bidders must bid on all items to be considered. A unit price must be submitted for each form noted on the supplemental bid sheets that will be provided during the review appointment. Samples of forms will be available to review by appointment only at the City of Dearborn's Department of Public Information office located at 13615 Michigan Avenue, Dearborn, Michigan 48126. Appointments will be available February 12, 2009 through March 3, 2009 on a "first come, first served" basis, Monday through Friday, from 8:30 a.m. to 3:00 p.m. Appointments shall be made in two (2) hour increments, and can be scheduled by calling the Department of Public Information at 313.943.2285. Although form usage and past expenditures are provided based on annual information, the unit pricing submitted shall be firm throughout the term of the 2 year agreement.

- a) Pricing: Pricing for each item and shall include the following: cost of paper, all printing functions (including all presswork, folding, collating, stapling, drilling, etc.) necessary to complete the job. Pricing should be based on the assumption that in all cases, content for the production of the documents either will be supplied electronically for processing or in a hard copy format that is "printer ready." Pricing must include proofs that may be requested from time to time and delivery charges to various locations throughout the City and to the City's Camp Dearborn location in Milford, Michigan. **Calculation errors identified on supplemental bid sheets will result in the unit price as the correct price that will be used.**
- b) Print Quantity: The items listed in this bid are the products that could be purchased on an annual basis. Actual delivered quantities will be based upon proper purchase orders issued by the City of Dearborn. The actual printed quantity cannot exceed ten percent of the original quantity requested for any print request submitted.
- c) Print Quality: Quality press work is mandatory. Print jobs failing to meet acceptable standards shall be re-run at the vendor's expense. The contract may be voided if printing is not up to standards set forth by the City.
- d) Proof Creation: Proofs shall be created and submitted upon request, at no additional cost to the City.
- e) Pick Up & Delivery Service: The awarded vendor will be required to provide a pick up service and delivery service for requests to be completed for any City department including the City's Camp Dearborn location in Milford, Michigan.
- f) Pick Up & Delivery Time: The awarded vendor shall provide pick up service within one (1) business day, as requested by a department. In addition, the awarded vendor will be required, upon request, to provide pick up service within four (4) hours for requests that are of an urgent nature. Vendor shall deliver a completed order to the City's requesting department within five (5) working days from the receipt of a request. Frequently, the City requires expedited services to complete a request. Delivery of a completed order may be required in less than five (5) working days at no additional charge and absolute priority must be given to City job requests. All deliveries must be made to offices or buildings designated by the City of Dearborn Purchasing Division.
- g) Software Compatibility: The vendor must have desktop publishing software that is compatible with City of Dearborn software in order to complete printing requests in a timely and efficient manner. This requirement would primarily apply to materials such as informational brochures and program booklets produced by the Department of Public Information. The City may engage in a periodic review over the course of the contract to ensure software compatibility. As of January, 2009, the Department of Public Information uses Pagemaker 7, Photoshop CS2, Adobe Acrobat 7, Adobe InDesign 3.0, and Microsoft Publisher.
- h) Ownership: Artwork, negatives, plates, and all other material and information submitted to or produced by the vendor shall become the property of the City of Dearborn and when so requested shall be returned directly to the designated department. At the end of the contract term all fore-mentioned materials shall be returned to the City's Purchasing Division.
- i) Right to Inspection: The City reserves the right to inspect the plant(s) in which work will be produced; to examine the equipment and facilities; and to determine the ability of the vendor to perform the work in accordance with the requirements.
- j) Packaging: Appropriate packaging shall be included in the cost of the item; for example, boxes for letterhead, shrink-wrap for forms, etc.

5. PRODUCT MINIMUM SPECIFICATIONS:

- a) Design & Print Services: There are cases in which the vendor will be asked to design City documents as well as to print them, estimated time needed to design and design hourly rate information is being requested for five (5) form samples and three (3) pamphlet/booklet samples. **Form and pamphlet/booklet samples can be viewed during the scheduled appointment to view forms.**
 - i) Provide the number of hours it would take to design each sample provided.
 - ii) Provide the hourly rate charged for design work.
- b) Letterhead: Letterhead is ordered on an “as needed” basis by forty (40) City departments, divisions and offices, plus individual elected officials. Names of heads of departments, addresses and phone numbers change from job to job. Typical orders range from one (1) to three (3) reams. Letterhead specifications: Fox River bond with City seal watermark, 20#, 25% cotton – packaged 500 sheets/ream. Letterhead specifications cannot vary. Other letterhead requested that has different specifications, should be quoted as an individual form.
- c) Envelopes (all gummed): Envelopes are ordered on an “as needed” basis by forty (40) City departments, divisions and offices, plus elected officials. Names of departments and addresses frequently change from job to job. Typical orders range from one (1) to four (4) boxes. Boxes contain 500 envelopes. Envelope specifications: #10, white, 24#, 100% recycled bond – packaged 500 envelopes/box. Envelopes specifications cannot vary.

SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

1. **SUBMISSION REQUIREMENTS:** You must submit your original signed bid and three (3) signed copies by the bid deadline. Bid submission must include the supplemental bid sheets with unit pricing completed for every form listed.
2. **BID DEPOSIT (BOND):** A bid bond (cashier's check, certified check or bid bond) in the amount of \$500.00 is required.
3. **RIGHT TO REQUEST ADDITIONAL INFORMATION:** The City reserves the right to request additional information it deems necessary from firms responding to this request for bids after they have been received.
4. **SITE INSPECTION:** Before submitting a bid, each bidder shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made to the City of Dearborn upon which the bidder will rely. If the bidder receives an award as a result of its bid submission, failure to have made such investigations and examinations will in no way relieve the bidder from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.
5. **CONTRACT TERM:** The contract term shall be for a period of two (2) years, effective July 01, 2009 or upon execution and notice to proceed at anytime after this date, with up to two (2) additional two-year renewals possible at the sole discretion of the City of Dearborn. After a final award and execution of the contract, the contractor must complete said agreement.
6. **CONTRACT RENEWAL:** Prices quoted will be firm for the period July 01, 2009 to June 30, 2011. This contract may be renewed for an additional two (2) two-year period, by mutual consent of both parties. Unit prices and quantities may be adjusted during a renewal period. Any proposed increase or decrease in the prices quoted shall be the verified increases or decreases of materials only and be substantiated by the manufacturer in writing. The proposed increases or decreases then may be presented to the City of Dearborn Purchasing Division for approval.
7. **CONTRACT AWARD:** This contract is intended to be awarded as a whole to the low responsible and responsive bidder meeting specifications. The contract is intended to be awarded in whole; however the City of Dearborn reserves the right to award by item, whichever it deems to be in its own best interest.
8. **ESTIMATED QUANTITIES:** The quantities noted in this bid document and attachments are estimates only, for the purpose of comparing bids and the City of Dearborn reserves the right to increase or decrease amounts for actual orders placed throughout the contract period. Actual order quantities shall not exceed ten (10) percent for printed over/under runs without the express written approval of the City of Dearborn Purchasing Division. Any order made by an employee or officer of the City other than the Purchasing Agent or their designee for quantities in excess of the number specified on the purchase order shall be void unless the written approval of the City of Dearborn Purchasing Division was received prior to the vendor's performance.
9. **SAMPLES:** The City of Dearborn reserves the right to request samples from the lowest responsive responsible bidder. The requested samples must be provided within two (2) business days of the request by the City of Dearborn, or the bid will be considered nonresponsive.

10. **INSURANCE SUBMISSION REQUIREMENTS:** The successful respondent (contractor) must submit proof to the purchasing office that they meet all City of Dearborn insurance requirements prior to receiving an executed contract and/or purchase order. Proof of insurance as stated below will be required no later than five (5) business days of request. A "Notice of Intent to Recommend for Award" letter will serve as the request and will be faxed and/or emailed to the successful respondent. To expedite the process, a copy of your current coverage may be submitted with your bid.

11. **STANDARD INSURANCE REQUIREMENTS:**

- a) **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.
- b) **Workers Compensation Coverage:** At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employers Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
- c) **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.
- d) **Printer's Errors and Omissions Coverage:** Coverage shall be in an amount not less than \$500,000 per claim.
- e) The insurance carrier must have an A.M. Best Company rating of A-, VII or better.
- f) Cancellation clause of insurance shall identify not less than thirty (30) days.
- g) The City reserves the right to require complete, certified copies of all required insurance policies at any time.

12. **ADD or DELETE ITEMS:** The City of Dearborn reserves the right to delete items and/or add additional forms to the contract during the contract term at negotiated pricing.

STANDARD TERMS AND CONDITIONS OF AGREEMENT

1. **Assignment/Transfer:** Assignment or transfer of the resulting contract without written consent of the City of Dearborn (purchaser) may be construed by the purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the purchaser.
2. **Inspection:** All goods and services shall be subject to inspection and approval by purchaser at all reasonable times including inspection during manufacture. Inspection and approval by purchaser at contractor's (seller's) plant does not preclude rejection for defects upon discovery by subsequent inspection. Any goods and services rejected by purchaser shall be promptly repaired or replaced at seller's expense. Any and all costs incurred by purchaser in connection with the return of goods rejected by purchaser as defective shall be at seller's risk and expense.
3. **FOB and Risk of Loss:** All items must be FOB Destination and all freight charges must be included in the bid unless otherwise indicated in this document regardless of FOB point, Seller agrees to bear all risks of loss, injury or destruction of goods and materials ordered herein which occur prior to delivery and acceptance; and such loss, injury or destruction shall not release seller from any obligation hereunder.
4. **Payment Terms:** Payment will be 2/10 net 30 unless otherwise specified by the City of Dearborn.
5. **Warranty:** Seller warrants that it has good and merchantable title to the goods sold hereunder and that said goods shall conform to the descriptions and applicable specifications and samples. Such goods shall be of good merchantable quality and fit for the known purposes for which sold, and are free and clear of all liens and encumbrances. Seller and Purchaser agree that this order does not exclude, or in any way limit, other warranties provided for in this agreement or by law.
6. **Excise and Sales Tax:** The prices herein must not include any federal excise taxes or sales taxes imposed by any state or municipal government. Such taxes, if included, must be deducted by the seller when submitting invoice for payment.
7. **Invoices:** Invoices for goods must be submitted on date of complete shipment. Invoices for services must be submitted within 45 days after completion of services. Payment will be delayed if the invoice fails to reference a PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO.
8. **IRS Form W-9:** Seller must have on file with the City of Dearborn an IRS Form W-9 before purchaser will issue any payment to seller.
9. **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent federal, state or City of Dearborn laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
10. **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.

11. **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
12. **Termination:** When in the City of Dearborn's best interest, the City of Dearborn may unilaterally cancel this agreement at any time, whether or not the contractor is in default of any of its obligations hereunder. Under any such cancellation, the contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City of Dearborn agrees that the contractor shall be paid for items and/or services already accepted by City of Dearborn, but in no event shall the City of Dearborn be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.
13. **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
14. **Complete Agreement:** The parties agree that the conditions of purchase stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the purchaser and seller or terms or conditions of sales set forth in the seller's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the purchaser and seller concerning this purchase. The term “agreement” as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
15. **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the City of Dearborn, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof, except when the City of Dearborn is solely at fault.
16. **Records:** The City of Dearborn reserves the right to inspect all vendor documents relating to this agreement for up to three (3) years after expiration.
17. **Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this agreement, insurance coverage provided by (a) company(s) licensed to conduct business in the State of Michigan acceptable to the City of Dearborn with limits not less than indicated for the respective items or as otherwise agreed. Types of coverage and limits of liability shall be as set forth in the Special Instructions, Terms and Conditions.
18. **Noncompliance:** Failure to deliver in accordance with specifications will be cause for the City of Dearborn to cancel the resulting contract or any part thereof and purchase on the open market, charging any additional cost to the contractor.
19. **Protection of Resident Workers:** The City of Dearborn supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and to perform such services. The City of Dearborn shall have the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.

20. **Subcontracting:** The use of a subcontractor is subject to the approval of the City of Dearborn. If there is intended use of a subcontractor (s) for any printing job identified in this bid document, the bidder must supply the name and address of intended subcontractors and complete the subcontractor form included in this bid document. The successful bidder will notify the City of Dearborn, Purchasing Division in writing if additional subcontractors are to be used during the life of the contract.
21. **Use of the City Seal:** Contractors are prohibited from using the official seal of the City of Dearborn in this bid or in any other manner.
22. **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.
23. **Unusual Circumstances:** If during a contract term where costs to the City are to remain firm or adjustments are restricted by a percentage or CPI cap, unusual circumstances that could not have been foreseen by either party to the contract occur, and those circumstances significantly affect the seller's cost in providing the required items or services, then the seller may request adjustments to the costs to the City to reflect the changed circumstances. The circumstances must be beyond the control of the seller, and the requested adjustments must be fully documented. The City may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered to be excessive, or decreases are considered to be insufficient. In the event the City does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the City, the City will reserve the following options:
- a) The contract can be canceled by the City upon giving thirty (30) days written notice to the seller with no penalty to the City or Seller. The seller shall fill all City requirements submitted to the seller until the termination date contained in the notice.
 - b) The City requires the seller to continue to provide the items and services at the firm fixed (non-adjusted) cost until the termination of the contract term then in effect.
 - c) If the City, in its interest and in its sole opinion, determines that the seller in a capricious manner attempted to use this section of the contract to relieve themselves of a legitimate obligation under the contract, and no unusual circumstances had occurred, the City reserves the right to take any and all action under law or equity. Such action shall include, but not be limited to, declaring the seller in default and disqualifying him for receiving any business from the City for a state period of time.
 - d) If the City does agree to adjusted costs, these adjusted costs shall not be invoiced to the City until the seller receives notice in writing signed by a person authorized to bind the City in such matters.

REQUIRED FORMS

BID FORM 15

PRICE PAGE 17

VERIFICATION OF MINIMUM QUALIFICATIONS FORM 18

BUSINESS INFORMATION QUESTIONNAIRE.....20

SUBCONTRACTOR FORM..... 22

BID FORM

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

OFFER

TO: CITY OF DEARBORN:

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

ADDENDA:

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

OBLIGATION:

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

COMPLIANCE:

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

NONCOLLUSION:

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

BID PRICE:

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

Company Name

Address

City

State

Zip

Signature of Person Authorized to Sign

Printed Name

Title

Federal Tax ID

Date

For clarification of this offer, contact:

Name: _____

Phone: _____

Fax: _____

ACCEPTANCE OF OFFER

(TO BE COMPLETED BY THE CITY OF DEARBORN)

The offer is hereby accepted for printing services of various citywide documents on a contract basis with a value not expected to exceed \$_____.

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

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

COUNTERSIGNED:

APPROVED AS TO FORM BY:

John B. O'Reilly, Jr., Mayor
(or designee)

Date

City of Dearborn Corporation Counsel

Date

Budget Approval (If Applicable):

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

PRICE PAGE

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

A. Total Price for Printing Services as specified in supplemental bid sheets:

Total Price – Written \$ _____
Total Price
(Sub Total A)

Above Prices must include delivery and /or freight charges to any requesting destination within Dearborn or to the City's Camp Dearborn location.

Delivery guaranteed _____ calendar days after receipt of order.

B. Provide design time, hourly rate, and total:

Form Sample Number	Design Time (hours) Required	Design Hourly Rate	Total Cost (Time x Rate)
1		\$	\$
2		\$	\$
3		\$	\$
4		\$	\$
5		\$	\$

Pamphlet/Booklet Sample Number	Design Time (hours) Required	Design Hourly Rate	Total Cost (Time x Rate)
1		\$	\$
2		\$	\$
3		\$	\$

Total Cost of all Form and Pamphlet Samples \$ _____
(Sub Total B)

Grand Total \$ _____
(Sub Total A & B)

You must submit one original signed bid and three (3) copies as stated in the submission requirements.

VERIFICATION OF MINIMUM QUALIFICATIONS FORM

Failure to complete this form may result in your bid being deemed non-responsive and rejected without further evaluation. Attach additional pages if necessary.

- a) *The bidder, its subcontractor, and key personnel must have a minimum of three (3) years experience working in the printing industry.***

Provide a summary of how you meet this qualification, or attached documentation showing you meet this requirement:

- b) *The bidder shall have managed multiple form contracts similar to the scope of work in this bid. Verification of previous contract management shall be provided in the form of references.***

Provide references below. The City of Dearborn may contact the listed agencies.

1. Company (that performed work): _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

2. Company (that performed work): _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

3. Company: _____

Client Name: _____ Title: _____

Client Contact: _____ Email: _____

Phone Number: _____ Contract Start/Expiration Dates: _____

TYPE OF WORK PERFORMED:

- c) ***If requested, the bidder may be required, prior to an award, to demonstrate to the complete satisfaction of the City of Dearborn that it has the necessary facilities, skills, equipment, including printing press equipment, manpower, and financial resources to provide the service specified. The City of Dearborn reserves the right to determine if the bidder is properly qualified and capable to carry out the obligations of the contract.***

Provide a summary of how you meet this qualification, or attached documentation showing you meet this requirement:

BUSINESS INFORMATION QUESTIONNAIRE

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

NAME OF COMPANY _____

PRINCIPAL OFFICE ADDRESS _____

TELEPHONE NUMBER _____

FORM OF OWNERSHIP (Check One)

Corporation () LLC () Joint Venture ()

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

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

Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS

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

LIST OF CORPORATE DIRECTORS

Principal Business Affiliation

Name	Other Than Proposer Directorship
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED BY THE CITY OF DEARBORN

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

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

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

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

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

(Name of Company)

By _____
(Signature) Date

(Title)

By _____
(Signature) Date

(Title)

SUBCONTRACTOR FORM

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

Are there any subcontractors to be utilized under this contract?

☐ YES - You must complete both pages.

☐ NO - You must complete only this page.

ACKNOWLEDGED BY:

Firm: _____

Name: _____
(Authorized Representative)

Title: _____

Signature: _____

Date: _____

SUBCONTRACTOR FORM (Continued)

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

Prime Contractor _____

State relationship, if any, between prime contractor and each subcontractor: _____

NOTE: Both the prime contractor/consultant and subcontractor must sign this form appropriately.

Subcontractor: _____ Federal Tax ID _____

Address: _____ P.O. Box _____

City: _____ County _____ State _____ Zip: _____

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

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

Work to perform: _____

Subcontract Amount \$ _____ Percent of Contract _____ %

ACKNOWLEDGED BY:

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

SUBCONTRACTOR

Authorized Signature	Name & Title	Date
----------------------	--------------	------

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

PRIME CONTRACTOR	Authorized Signature	Name & Title	Date
------------------	----------------------	--------------	------

THE USE OF A SUBCONTRACTOR IS SUBJECT TO APPROVAL BY THE CITY