



## CITY OF BERKLEY MICHIGAN FURNITURE REQUEST FOR PROPOSALS

**PROJECT NAME:** Furniture – Request for Proposals

**ISSUANCE DATE:** February 2, 2018

**CLOSING DATE:** February 22, 2018

### **INTRODUCTION**

The City of Berkley is seeking to purchase new furniture for the Berkley Public Library located at 3155 Coolidge in Berkley, Michigan.

### **BID SUBMISSION**

Bids on the attached “Bid Proposal Form” as well as the authorized representative form, vendor references form, non-collusive affidavit, conflict of interest disclosure form, hold harmless and indemnity form, and Iran business relationship affidavit are to be submitted electronically via the Michigan Inter-governmental Trade Network (MITN).

#### Time and Date:

The deadline for the final receipt of bids is 10:30 a.m., local time, on Thursday, February 22, 2018. Bids will be opened at that time at 3338 Coolidge Highway, Berkley, MI 48072. Bids must be submitted via MITN. Late bids will not be opened or considered. Bids without non-collusive certificate or hold harmless will not be read or accepted.

The City of Berkley does not discriminate in its employment or any other programs or activities on the basis of sex, race, color, age height, weight, marital status, national origin, religion, arrest record, or disability.

We provide reasonable accommodation for qualified individuals with a disability, if requested.

The City of Berkley reserves the right to accept or reject any or all bids and to waive any defects, informalities or irregularities in the bids, when deemed to be in the best interest of the City. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City Council, the public interest will be better served.

### **SCOPE OF WORK**

The meeting rooms and public areas get consistent use by those visiting the library. The meeting room tables and chairs have already been selected. For the chairs in the Adult Area, the existing color scheme

of the space will inform choices for the upholstery and finish for the Jasper chairs. Upholstery will be high grade commercial fabric that is durable and easy to clean. Final selection of upholstery and furniture finish will take place once the contractor is selected. Contractor must include professional services to assist with selection of upholstery and finish for chair.

- MediaTechnologies Derby Table: 72"long x 36"wide, Casters, Flip Top, Standard Finishes (Citadel Warp Laminate, Black PVC Edge, Silver Powder Coat Legs). ET26-C3672-29-FTDBL-4C (Quantity: 8)
- SitOnIt OnCall Side Chair: Chrome Wire Rod Base, Black Plastic Shell, No Upholstery, Armless, No Glides (Quantity: 75)
- SitOnIt OnCall Stacking Cart, 90SC (Quantity: 3)
- Jasper Chair 5710-1-WS - Fabric Grade 300 - Wood Finish TBD (Quantity: 4)

A minimum of a one year warranty on furniture is required.

Bidders may bid on some or all of the project components. Bidders are not required to provide a quotation for every component or item. Bidders may recommend alternates for consideration in their submissions. Any alternates shall be clearly marked as alternates. Specification sheets for alternate products must be included in bid response.

The proposal shall include all items necessary to complete the work, including delivery and handling costs. A complete job is required pursuant of the terms of this contract, therefore any labor, material equipment, overhead, profits, incidental items and associate taxes not specifically mentioned, but necessary for completeness will be considered incidental to the work and no separate or additional payment will be made.

Please email [mchurch@berkeley.lib.mi.us](mailto:mchurch@berkeley.lib.mi.us) with any questions by Wednesday, February 21, 2018 at 2:00 p.m.

**Non-Discrimination:**

The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment.

**Solicitation for subcontracts, including procurements of materials and equipment:**

In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and relative to non-discrimination on the grounds of race, color, or national origin.

**Sanctions for Non-Compliance:**

In the event of the contractor's non-compliance with the non-discrimination provisions the City of Berkeley shall impose such contract sanctions as it may determine to be appropriate, including, but not limited to:

- a. Withholding of payments to the contractor under the contract until the contractor complies, and/or
- b. Cancellation, termination or suspension of the contract, in whole or in part.

**BIDS SHALL REMAIN OPEN TO ACCEPTANCE AND SHALL BE IRREVOCABLE FOR A PERIOD OF 90 DAYS AFTER THE BID OPENING.**

**Contingent upon City Council acceptance of the bid and award of the contract, the orders will be placed after March 5, 2018. All items must be received and installed by June 29, 2018.**

**INSURANCE REQUIREMENTS**

The awarded Contractor shall not commence work under this Contract, until he/she has obtained the insurance required under this paragraph, nor shall the Contractor permit a Subcontractor to commence work on his/her subcontract, until he/she has obtained the insurance herein required. **“All insurance companies shall be presently licensed to do business in the State of Michigan and be acceptable to the City of Berkley.”**

WORKER’S COMPENSATION:

The Contractor shall maintain, during the life of this contract, Worker’s Compensation Insurance for all of his/her employees who engage in the work to be performed; and, in case any work is sublet, the Contractor shall require the Subcontractor to provide similar insurance for all of the latter’s employees who engage in the work.

GENERAL LIABILITY INSURANCE:

The Contractor shall procure and maintain, during the life of this contract, commercial general liability insurance on an occurrence basis with limits of liability not less than **one-million dollars (\$1,000,000.00)** per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage.

OWNER’S AND CONTRACTOR’S PROTECTIVE LIABILITY INSURANCE:

The Contractor shall procure and maintain during the life of this contract, Owner’s and Contractor’s Protective Liability Insurance, naming the City of Berkley as a “Named Insured” with the limits of liability not less than **one-million dollars (\$1,000,000.00)** per occurrence and/or aggregate Combined Single Limit, Personal Injury, Bodily Injury and Property Damage. The Contractor shall require each of his/her Subcontractors to procure and maintain, during the life of the subcontract, Subcontractor’s Public Liability and Property Damage Insurance on an occurrence basis with limits of liability not less than **one-million dollars (\$1,000,000.00)** per occurrence and/or aggregate Combined Single Limits, Personal Injury, Bodily Injury and Property Damage.

CONTRACTOR’S MOTOR VEHICLE BODILY INJURY AND PROPERTY DAMAGE INSURANCE:

The Contractor shall procure and maintain, during the life of this contract, Motor Vehicle Liability Insurance, including all applicable No-Fault Coverage, with limits of liability not less than **one-million dollars (\$1,000,000.00) per occurrence and or** aggregate Combined Single Limit, Personal Injury, Bodily Injury, and Property Damage. Coverage shall include all owned, all non-owned and hired vehicles.

PROOF OF INSURANCE:

The Contractor shall provide the City of Berkley, at the time this contract is returned for execution, the certificates and policies listed below. A guarantee that **thirty (30) days notice** will be given to the City of Berkley, prior to cancellation of, or change in, any insurance coverage, shall be endorsed on each certificate and policy. Four (4) copies of the Certificate of Coverage of Contractor’s Worker’s Compensation Insurance. Four (4) copies of the Certificate of Coverage of Contractor’s Public Liability

and Property Damage Insurance. Four (4) copies of the Certificate of Coverage of Contractor's Motor Vehicle Bodily Injury and Property Damage Insurance covering owned, hired and non-owned vehicles. Original policy, or original binder pending issuance of policy of Owner's and Contractor's Protective Public Liability and Property Damage Insurance.

ADDITIONAL INSURED:

Commercial Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insured:

"The City of Berkley, including all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, employees and volunteers thereof."

INDEMNIFICATION/HOLD HARMLESS:

To the fullest extent permitted by law, The Contractor shall indemnify, defend and save harmless, the City of Berkley, and its elected and appointed officials, employees, agents and volunteers from and against all claims, demands, suits, liability, damages, loss or expense (including attorney's fees) for property damage or personal injury, including bodily injury arising out of, or in the performance of the work under this contract.



**CITY OF BERKLEY MICHIGAN**  
**FURNITURE**  
**Authorized Representative**

The City is seeking a vendor that is conscientious, has integrity, and is able to complete the work in a timely manner. The successful vendor must perform the work in an appropriate manner while on City premises.

Provide the name, title and contact information for the individual authorized to represent your company.

\_\_\_\_\_  
AUTHORIZED SIGNATURE

\_\_\_\_\_  
PRINT NAME & TITLE

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
ADDRESS

\_\_\_\_\_  
CITY                      STATE                      ZIP

\_\_\_\_\_  
PHONE NUMBER

\_\_\_\_\_  
EMAIL ADDRESS

**CITY OF BERKLEY: BERKLEY PUBLIC LIBRARY  
 BID PROPOSAL FORM FOR FURNITURE**

The undersigned hereby proposes to deliver the following described service and certifies that this proposal is in accordance with the terms and specifications, as prepared by the City of Berkley, subject only to those exceptions as noted below. The City reserves the right to accept or reject any part of this entire proposal. The right is further reserved to accept a bid higher than the low bid, when in the opinion of the City Council, the public interest will be better served. The undersigned declares that this proposal is made in good faith and without collusion or affiliation with any other person or persons bidding on the same service.

<b>PROJECT COMPONENT</b>	<b>Cost per item</b>	<b>Total for desired quantity</b>	<b>Alternatives</b>
MediaTechnologies Derby Table (Quantity: 8)			
SitOnIt OnCall Side Chair (Quantity: 75)			
SitOnIt OnCall Stacking Cart (Quantity: 3)			
Jasper Chair 5710-1 (Quantity: 4)			
Delivery & Installation			
<b>TOTAL PROJECT COST</b>			

**CITY OF BERKLEY: BERKLEY PUBLIC LIBRARY  
 BID PROPOSAL FORM FOR FURNITURE**

Company	
Name of Primary Contact	
Address	
Phone number	
Email address	

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\_\_\_\_\_
\_\_\_\_\_
\_\_\_\_\_

Contact Person
 Organization
Phone / Email



**CITY OF BERKLEY MICHIGAN**  
**FURNITURE**  
**Vendor References**

*Use this form to provide the names, and contact information for three references (firms) for whom similar services have been provided in the past 2 years. Failure to provide qualified references may be grounds for disqualification of your bid.*

**REFERENCE 1:**

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
CONTRACT DATE: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_

**REFERENCE 2:**

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
CONTRACT DATE: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_

**REFERENCE 3:**

COMPANY NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
TELEPHONE: \_\_\_\_\_  
CONTACT PERSON: \_\_\_\_\_  
CONTRACT DATE: \_\_\_\_\_  
DESCRIPTION OF WORK: \_\_\_\_\_



## CITY OF BERKLEY MICHIGAN NON-COLLUSIVE AFFIDAVIT

**THIS AFFIDAVIT SHALL BE SUBMITTED WITH AND MADE A PART OF EACH AND EVERY BID PROPOSAL TO THE  
CITY OF BERKLEY, MICHIGAN**

STATE OF MICHIGAN  
COUNTY OF OAKLAND

\_\_\_\_\_, BEING DULY SWORN  
deposes and says that:

1. The bid has been arrived at by the bidder independently and has been submitted without collusion with, and without any agreement, understanding, or planned common course of action with any other vendor of materials, supplies, equipment, or services described in the invitation to bid, designed to limit independent bidding or competition; and
2. The contents of the bid have not been communicated by the bidder or its employees or agents to any person not an employee or agent of the bidder or its surety on any bond furnished with the bid and will not be communicated to any such person prior to the official opening of the bid.
3. The undersigned is duly authorized to execute this affidavit on behalf of the bidder.

Subscribed and sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_  
a notary public in and for said County.

\_\_\_\_\_  
Notary Public

My commission expires: \_\_\_\_\_

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Printed Name of Signatory

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City                      State                      Zip Code

\_\_\_\_\_  
Area Code & Phone Number

***Please note: City of Berkley employees cannot notarize this document.***





## CITY OF BERKLEY MICHIGAN CONFLICT OF INTEREST DISCLOSURE FORM

**Date:**

<b>Name:</b>	<b>Title:</b>
<b>Company:</b>	<b>Address:</b>

Please describe any relationships, transactions, positions you hold (as owner, director or volunteer of a for profit or nonprofit organization) or other circumstances you believe could contribute to an actual or perceived conflict of interest between the City of Berkley and your personal interest. (Use additional paper if necessary.)

\_\_\_\_\_ I have the following conflict of interest to report.

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\_\_\_\_\_ I have the following potential conflict of interest to report.

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\_\_\_\_\_ I have no circumstances that I believe could contribute to an actual or perceived conflict of interest.

Signature:

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Date:

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## CITY OF BERKLEY MICHIGAN HOLD HARMLESS AND INDEMNITY FORM

**PURPOSE:**

To the fullest extent permitted by law, the Contractor expressly agrees to indemnify and hold harmless the City of Berkley (City), its elected and appointed officials, its employees and volunteers and others working on behalf of the City, from and against all loss, cost, expense, damage, liability or claims (whether groundless or not) arising out of bodily injury, sickness or disease (including death resulting at any time there from) which may be sustained or claimed by any person or persons.

This includes damage or destruction of any property (including loss of use) based on any act or omission (negligent or otherwise) of the Contractor or anyone acting on its behalf in connection with or incident to this agreement.

The Contractor shall, at its own cost and expense, defend any such claim and any suit, action, or proceeding which may be commenced hereunder. In the event of any suit, action or proceeding, the Contractor shall pay:

- Any and all judgments which may be recovered.
- Any and all expenses, including, but not limited to, costs, attorneys' fees and settlement expenses which may be incurred.

The Contractor shall not be responsible to the City on indemnity for damages caused by or resulting from the City's sole negligence.

**PLEASE PRINT:**

**COMPANY NAME** \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE** \_\_\_\_\_  
(Print Name)

**SIGNATURE** \_\_\_\_\_

**COMPANY ADDRESS** \_\_\_\_\_

**PHONE** \_\_\_\_\_

**WITNESS** \_\_\_\_\_

**DATE** \_\_\_\_\_



**CITY OF BERKLEY MICHIGAN**  
**Iran Business Relationship Affidavit**

All bids, proposals and/or qualification statements received in the State of Michigan must comply with the "Iran Economic Sanctions Act". The following certification is to be signed and submitted with the other required documents included in the request for proposal:

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, the respondent certifies, under civil penalty for false certification, that it is not an "Iran linked business," as that term is defined in the Act.

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Signature

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Title

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Company

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Date