# Request for Proposals

INTERNAL USE ONLY

**Doc ID:** 190000002361 **Ver #:** 1 **Date Issued:** 05/24/2019

**Solicitation:** RFP BEAL 190000002361

**Procurement Folder:** 398124

**Document Description:** Request for interior door locks

**Amendment:**

**Bids to be Accepted From:** 05/24/2019

**To:** 06/12/2019 14:00:00

**Mail Response To:**

3180 W Beal City Rd

Mt Pleasant MI 48858

**Contact Information:**

**Name:** Rodney Freeze

**Email:** rfreeze@bealcityschools.net

**Bill To:**

Beal City Public Schools

3180 W Beal City Rd

Mt Pleasant MI 48858

**Ship To:**

Beal City Public Schools

3180 W Beal City Rd

Mt Pleasant MI 48858

**Header Attachments:**

| Line # | Line Type | Commodity Code | Quantity | Unit | Description | Service From | Service To |
|---|---|---|---|---|---|---|---|
| 1 | Item | 31840 | 62.00000 | Piece | Locks and Keys | 06/17/2019 | 08/17/2019 |

**Extended Description:**

Installed price for 62 door locks on interior school doors. Please submit a price for labor and material separate. We may decide to spec "Quick Action Lockdown" by SSI Guardian locks, if we don't want the lock you specify.

**FOB:**

**Delivery Date:**

## Evaluation Criteria

### Group 1: Default

| Criteria | Description |
|---|---|
| | |

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## Terms and Conditions

GEN8a Gov Indemnification

Each party to this grant must seek its own legal representative and bear its own costsÃ¢Â¿Â¿ including judgments, in any litigation that may arise from performance of this grant. It is specifically understood and agreed that neither party will indemnify the other party in such litigation.

Execution of Bid

Bid must contain an original signature of an individual authorized to bind the bidder or be submitted electronically by an individual authorized to bind the bidder. Bid will not be accepted from firms in arrears to the State upon debt or contract nor from a defaulter upon obligations to the State. Bidder certifies by submitting the bid that no principals or corporate officers of his firm were principals or corporate officers in any other firm which may have been suspended or debarred from doing business with the State within the last three years, unless so noted in the bid documents.

Vendor's failure to deliver or comply with any of these terms, may result in damages against the Vendor and the termination of the Contract.

Limitation of Liability

The State is not liable for consequential, incidental, indirect, or special damages, regardless of the nature of the action. Under no circumstances will the State be liable for any amounts, in whatever form, in excess of the total aggregate value set forth in the Contract.

Modifications

The Contract may not be amended except by signed agreement between the parties (Change Notice).

Subcontracting & Assignment

Subcontracting and Assignment. Vendor may not delegate or assign any obligations or rights under the Contract without the prior written approval of the State.

Delivery, Title & Risk

Vendor must pay all costs associated with packaging, freight, and shipping, and must ship all deliverables F.O.B. destination, inside delivery, unless otherwise specified in the Contract. Title and risk of loss or damage to deliverables remains with Vendor until the deliverables have been received, inspected and accepted by the State in accordance with these terms. All containers and packaging becomes the State's exclusive property upon final acceptance. Vendor shall ensure that all deliverables and services (Deliverables) are provided to the State by the date and time specified on the Contract. If Vendor fails to provide the Deliverables in accordance with the Contract, the State may reject the delivery and terminate the Contract without any termination charges or penalties, and Vendor must pay all associated costs, including, but not limited to, expedited routing costs, return shipping charges, the procurement of the Deliverables from another source, and any storage removal, or disposal expenses. The risk of loss of rejected or non-conforming Deliverables remains with Vendor. Rejected Deliverables not removed by Vendor within 10 calendar days will be deemed abandoned by Vendor, and the State will have the right to dispose of such Deliverables as its own property. Vendor is responsible for filing, processing, and collecting all damage claims.

Compliance w/Laws & Policy

Vendor must comply with all applicable federal, state and local laws, rules and regulations. Vendor must also comply with all applicable State physical and IT security policies and standards, which will be made available upon request.

Nondiscrimination

Under the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101, et seq., the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101, et seq., and Executive Directive 2019-09. Vendor and its subcontractors agree not to discriminate against an 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(as defined in Executive Directive 2019-09), height, weight, marital status, partisan considerations, any mental or physical disability, or genetic information that is unrelated to the person's ability to perform the duties of a particular job or position. Breach of this covenant is a material breach of the Contract. Added April 23 2019

Governing Law

The Contract is governed, construed, and enforced in accordance with Michigan law, excluding choice-of-law principles, and all claims relating to or arising out of the Contract are governed by Michigan law, excluding choice-of-law principles. Any dispute arising from the PO must be resolved in Michigan Court of Claims. Vendor hereby waives any objections, such as lack of personal jurisdiction or forum non conveniens. Vendor must appoint agents in Michigan to receive service of process.

Severablility

If any part of the Contract, or these terms, is held invalid or unenforceable, by any court of competent jurisdiction, that part will be deemed deleted and the severed part will be replaced by agreed upon language that achieves the same or similar objectives. The remaining Contract terms will continue in full force and effect.

Entire Contract

The Contract and these terms constitutes the sole and entire agreement of the parties with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings and agreements, both written and oral, with respect to such subject matter. No terms on any invoice, quote, purchase order, website, browse-wrap, shrink-wrap, click-wrap or other non-negotiated terms and conditions provided with any of the Deliverables (including software and hardware) or documentation, whether by Vendor, Contractor, subcontractor, or any third-party, will constitute a part or amendment of the Contract or is binding on the State or any authorized user for any purpose.

Abusive Labor Practices

Abusive Labor Practices. The Contractor certifies that it will not furnish any Deliverable that was produced fully or partially by forced labor, forced or indentured child labor, or indentured servitude.

Certification of MI Business

Certification of Michigan Business- Public Act 431 of 1984, Sec. 268. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Business Tax Corporate Income Tax Return. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, filed a Michigan Income Tax return showing income generated in, or attributed to the State of Michigan. I certify that the company has, pursuant to the provisions of Sec 268 of Public Act 431 of 1984, withheld Michigan Income Tax from compensation paid to the companies owners and remitted the tax to the Michigan Department of Treasury.

Iran Linked Business

Iran Linked Business- Public Act 517 of 2012. I certify that the Company is not an Iran-Linked business as defined by Public Act 517 of 2012.

Clean Corporate Citizen

Clean Corporate Citizen. I certify that the Company is a Clean Corporate Citizen as defined by the Environmental Protection Act, 1994 PA 451.

Place of Performance

Place of Performance. Status as a Michigan business relative to place of performance of service and delivery point for goods provided to satisfy SOM contracts. Principal place of business is in State of Michigan.

SOM Debt/Tax Payment

SOM Debt/Tax Payment. All SOM tax/debts. I certify that all applicable State of Michigan taxes are paid, and that no outstanding debt is owed to the State of Michigan.

Bid Opening

Shall be public, on date, location and time specified on the solicitation,; this includes a public bid opening on the Internet. It is the bidder's responsibility to assure that his bid is delivered on date, location and time specified on the solicitation. Bids, which for any reason are not so delivered, will not be considered.

Invoices must include an itemized statement of all charges. All undisputed amounts are payable within 45 calendar days of the later of the State's: (a) receipt of an invoice; or (b) final acceptance of the Deliverables. The State is exempt from State sales tax for direct purchases and may be exempt from federal excise tax, if Deliverables purchased under the Contract are for

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Bid Opening

the State's exclusive use. Notwithstanding the foregoing, all fees are inclusive of taxes, and Vendor is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by federal, state or local government entities on any amounts payable by the State. The State may withhold payment in whole or in part for Deliverables the State determines are defective, untimely, or otherwise non-conforming to the Contract. All amounts due and payable by the State to Vendor shall be subject to deduction or setoff by the State against any claim the State may have against Vendor whether arising out of the Contract or any other transactions with the State. The State will only disburse payments through Electronic Funds Transfer (EFT). If Vendor does not register to receive payments at http://www.michigan.gov/cpexpress, the State is not liable for failure to provide payment.

Copeland "Anti-Kickback" Act

If applicable, the Contractor must comply with the Copeland "Anti-Kickback" Act (40 USC 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"), which prohibits the Contractor and subrecipients from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled.

Warranties & Reps, Pt.1

Vendor represents and warrants: (a) all Deliverables furnished under the Contract will conform to all specifications and industry standards, and will be free from defects, including, where applicable and without limitation, defects in material, workmanship, and title; (b) Vendor is the owner or licensee of all Deliverables it licenses, sells, or develops and Vendor has the rights necessary to convey title, ownership rights, or licensed use; (c) all Deliverables are provided free from any security interest, lien, or encumbrance and will continue in that respect; (d) the Deliverables will not infringe the patent, trademark, copyright, trade secret, or other proprietary rights of any third party;

Warranties and Reps, Pt.2

(e) Vendor must assign or otherwise transfer to the State or its designee any manufacturer's warranty for the Deliverables; (f) Vendor will not negate, exclude, limit, or modify in any warranty otherwise available to the State in any way; (g) the Deliverables are merchantable and fit for the State's intended use ; (h) the Deliverables furnished will conform in all respects to samples, advertisements, and other forms of representation made to the State; (I) that Vendor is neither currently engaged in nor will engage in the boycott of a person based in or doing business with strategic partner as described in 22USC 8601 to 8606; (j) the Contract signatory has the authority to enter into the Contract; and (k) all information furnished and representations made in connection with the Contract is true, accurate, and complete, and contains no false statements or omits any fact that would make the information misleading. Vendor agrees to promptly replace or correct any Deliverables not conforming to the foregoing warranty, without expense to the State, when notified of such non-conformity by the State. A breach of this Section is a material breach of the Contract. Revised April 23 2019

## Commodity Terms and Conditions