

CITY of NOVI CITY COUNCIL

**Agenda Item H
July 12, 2010**

SUBJECT: Approval to award a one year renewal option of the Debris Removal contract with Bob Myers Excavating Inc., based on the terms, conditions and pricing of the existing contract for an estimated annual cost of \$30,000 and an effective date of July 15, 2010.

SUBMITTING DEPARTMENT: Department of Public Services – Field Operations Division

CITY MANAGER APPROVAL: R24

EXPENDITURE REQUIRED	\$30,000
AMOUNT BUDGETED	\$550,000
APPROPRIATION REQUIRED	\$0
LINE ITEM NUMBER	210-211.00-872.000 (Storm Drain System Maintenance) 204-204.00-866.000 (Routine Maintenance – Municipal Street Fund)

BACKGROUND INFORMATION: On July 9, 2008 the Novi City Council approved a contract for debris removal services with Bob Myers Excavating, Inc. The contract term was for two years, with debris removal being performed as requested. Upon mutual consent of the City and Bob Myers Excavating, Inc. there are two, one-year renewal options available.

The Department of Public Services generates different types of debris during various operations, such as street sweepings and catch basin sediment and sludge.

Bob Myers Excavating, Inc. has satisfactorily completed debris removal for the City of Novi over the past two years. The contractor was responsive, and met general requirements and specifications of the contract. Bob Myers Excavating, Inc. has indicated a willingness to extend the contract prices for debris removal services from the year 2010 through 2011. Please see attached contract.

RECOMMENDED ACTION: Approval to award a one year renewal option of the Debris Removal contract with Bob Myers Excavating Inc., based on the terms, conditions and pricing of the existing contract for an estimated annual cost of \$30,000 and an effective date of July 15, 2010.

	1	2	Y	N
Mayor Landry				
Mayor Pro Tem Gaff				
Council Member Crawford				
Council Member Fischer				

	1	2	Y	N
Council Member Margolis				
Council Member Mutch				
Council Member Staudt				

BOB MYERS EXCAVATING, INC.

8111 Hammel Road • Brighton, MI 48116
810-231-2044 • Fax 810-231-9790

June 9, 2010

City of Novi
26300 Delwal
Novi, MI 48375

Ref: Contract Extension for One Year

Dear Matt,

Bob Myers Excavating would be interested in continuing with the contract and is willing to continue services under the original terms and conditions of the City of Novi debris removal.

Thanks,

Mike Myers

AGREEMENT FOR DEBRIS REMOVAL SERVICES

THIS AGREEMENT made this 9th day of July, 2008, made between the CITY OF NOVI, a Michigan municipal corporation, whose address is 45175 West Ten Mile Road, Novi, Michigan 48375, referred to as the "City", and Bob Myers Excavating, Inc., whose address is 8111 Hammel, Brighton, MI 48116, referred to as the "Contractor".

1. Services. The City hereby employs the Contractor to provide those services as set forth in the Invitation for Bids, Instructions to Bidders, Bid Specifications, General Conditions, Insurance Requirements and Contractors Proposal all of which are attached hereto and made part of this agreement.

2. Term of Agreement. This Agreement will begin July 9, 2008, and will end July 8, 2010. Either party may cancel this Agreement on Thirty (30) days notice to the other party in writing, by certified mail or personal delivery. The City may terminate this Agreement for inadequate performance by the Contractor upon notice to the Contractor in writing, by certified mail or personal delivery.

3. Place Where Services Will be Rendered. The Contractor will perform services in accordance with this contract at the locations provided below:

Department of Public Works, 26300 Delwal Dr., Novi, MI 48375

46351 West Road, Novi, MI 48377

Other city properties as requested.

4. Compliance with Laws. This Contract and all of Contractor's work and practices shall be subject to all applicable state, federal and local laws, rules or regulations, including without limitation, those which apply because City is a public governmental agency or body. Contractor represents that it is in compliance with all such laws and eligible and qualified to enter into this Contract.

5. Governing Law. This Contract shall be governed by the laws of the State of Michigan.

6. Liability. Contractor shall be liable for any injury or damage occurring on account of the performance of its work under this Contract. Consistent with this liability, the Contractor agrees to defend, pay on behalf of, and hold harmless the City, its agents, and others working on the City's behalf against any and all claims, demands, suits, losses, and settlements, including actual attorney fees incurred and all costs connected therewith, for any damages which may be asserted, claimed, or recovered against the City by reason of personal injury and/or property damages which arises out of or is in any way connected or associated with this Contract, including claims arising under the worker's compensation laws of the State of Michigan.

7. Payment to Contractor. In consideration whereof, said Owner does agree to pay to said Contractor the sum of \$ 6.25 Dollars per cubic yard for clean debris or \$13.67 Dollars per cubic yard for debris that must go to a landfill (as determined by City personnel), based on the amounts and sum listed in the Proposal: which is subject, however to adjustment by

reason of any change in, addition or deduction from the work, or unsatisfactory performance as provided in the Specifications.

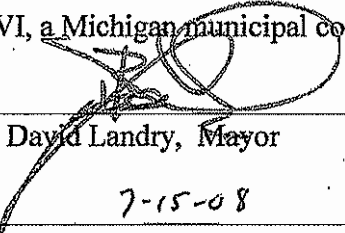
IN WITNESS WHEREOF, the undersigned hereby have executed this Agreement on the date first above-written.

WITNESSES:

CITY OF NOVI, a Michigan municipal corporation

Marilyn S. Troutman
Marilyn S. Troutman

Date: 7/15/08

By: 
David Landry, Mayor

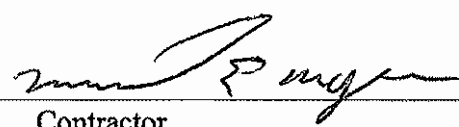
Date: 7-15-08

Cortney Brennan
Cortney Brennan

Date: 7-15-08

By: Maryanne Cornelius
Maryanne Cornelius, City Clerk

Date: 7-15-08

By: 
Contractor

DATE: 7/9/08



cityofnovi.org

**CITY OF NOVI, MICHIGAN
PURCHASING DEPARTMENT
45175 W. TEN MILE RD.
NOVI, MI 48375**

ORIGINAL

**DEBRIS REMOVAL CONTRACT
SIGNATURE FORM**

Bid submitted by:

Name (printed) Michael Myers Title: Vice PresidentCompany (Legal Registration) Bob Myers Excavating, Inc.Address 8111 HammelCity Brighton State MI Zip 48116Telephone 810-231-2044 Fax 810-231-9990E-mail info@myerexc.comSignature [Handwritten Signature] Date June 18, 2008

For information on responding to this bid, contact Sue Morianti – Purchasing Manager, at smorianti@cityofnovi.org

Submittal of Bids: Bids must be delivered prior to the due date and time specified above to the City of Novi, Purchasing Department, 2nd floor, 45175 W. Ten Mile Rd., Novi, Michigan 48375. Bids must be submitted by person or mail. Faxed quotations will not be accepted.

THE BID ENVELOPE MUST BE IDENTIFIED WITH THE FULL BID NAME AND DUE DATE.

THIS PAGE IS PAGE ONE OF THE PROPOSAL FORM. FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). Copies of bid documents obtained from any other source are not considered official copies. The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued.

If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.govbids.com, and obtain an official copy.

BIDDER'S GENERAL QUESTIONNAIRE

ORIGINAL

Please give the following information regarding your proposal for this bid:

1. Number of years experience in this work: since 1969

2. List below or attach a list of the number and types of equipment to be used if awarded this bid: Loaders, dozers, and Class A eleven axle trucks

3. List the municipalities that you have contracted with for this type of work during the past three (3) years.

Name: Grandy Construction Contact Person: _____

Phone #: 248-486-1424 E-mail address: _____

Name: George Auch Contact Person: _____

Phone #: 248-334-2000 E-mail address: _____

Name: McCarthy + Smith Contact Person: _____

Phone #: 248-427-8400 E-mail address: _____

4. Comments:

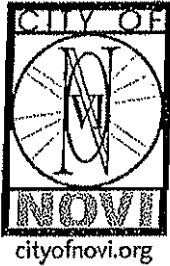
Name of firm: Bob Myers Excavating, Inc.

Signature: *Michael Myers*

Printed Name: Michael Myers

Title: Vice President

Date: June 18, 2008



CITY OF NOVI
PROPOSAL FORM

ORIGINAL

We the undersigned as bidder, propose to furnish to the City of Novi, according to the conditions and instructions attached hereto and made a part thereof according to the attached terms and conditions.

DEBRIS REMOVAL CONTRACT

A. Loading, Removal & Disposal of debris clean dirt
\$ 6.25 Per Cu Yd
Location of disposal site our yard, Natural Agg.

B. Loading, Removal & Disposal of debris to a landfill (as determined by authorized City personnel) dirt with asphalt, concrete to landfill
\$ 13.67 per Cu Yd
Location of disposal site Veolia Northville, MI

We acknowledge receipt of the following Addendums:
(please indicate numbers below)

6.25 per yd. trucking
7.42 per yd. landfill cost
\$ 13.67 per yard total cost

Comments: _____

Signature *[Handwritten Signature]*



CITY OF NOVI
DEBRIS REMOVAL CONTRACT
INVITATION FOR BIDS

ISSUING OFFICE

This bid is issued by the Purchasing Office of the City of Novi.

For questions regarding this bid, please contact:

Sue Morianti, Purchasing Manager
smorianti@cityofnovi.org

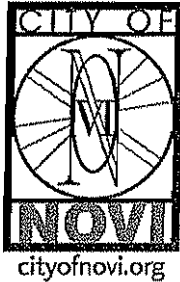
IMPORTANT DATES

Bid Issue Date	June 2, 2008
Last Date for Questions	Wednesday, June 12, 2008 by Noon
Response Due Date	Wednesday, June 18, 2008 by 3:00 P.M.

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued.

If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.govbids.com, and obtain an official copy.



CITY OF NOVI
DEBRIS REMOVAL CONTRACT
INSTRUCTIONS TO BIDDERS

This section is intended to provide interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Novi.

TYPE OF CONTRACT

If a contract is executed as a result of the quotation, it stipulates a fixed price for services. The contract period will be for two (1) years with two (2) renewal options in one (1) year increments. ✱

PROPOSAL SUBMITTALS

Submitted proposal shall include:

- Completed signature page
- General questionnaire
- Completed proposal form

Submitted proposals shall include an **UNBOUND original and two (2) copies** of the completed proposal in one envelope/package. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

Proposals shall be delivered to:

City of Novi
 Purchasing Department
 45175 W. Ten Mile Rd.
 Novi, MI 48375

AND CLEARLY LABELED WITH BIDDING FIRM'S NAME and NAME OF BID.

To be considered, sealed proposals must arrive at the City of Novi and be "date & time stamped" on or before the specified time and date. There will be no exceptions to this requirement. The City of Novi shall not be held responsible for lost or misdirected proposals.

Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. Proposals received after the closing date and time will not be accepted or considered. Faxed proposals are not acceptable.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Proposals must show unit and total prices. **ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.** Failure to include in the proposal all information requested may be cause for rejection of the proposal.

All proposals will remain valid for One Hundred and Twenty (120) days from due date and cannot be withdrawn during this period.

USE OF THE CITY LOGO IN YOUR PROPOSAL IS PROHIBITED.

The successful vendor will be prohibited from assigning, transferring, converting, or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. The use and scope of contractor responsibility must be clearly defined.

CONTRACT AWARD

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered.

RIGHT OF REFUSAL

The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

CHANGES TO THE BID

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Request for Bid/Proposal, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the Purchasing Manager by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info . Any addendum issued by the City shall

become part of the Bid Proposal and shall be taken into account by each bidder in preparing their proposal.

TAX EXEMPT STATUS

It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

NON DISCRIMINATION

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of religion, race, color, national origin, age, sex, height, weight, handicap, ancestry, place of birth, sexual preference or marital status discriminate against any person qualified to perform the work required in the execution of the contract.

ACCEPTANCE OF PROPOSAL CONTENT

Should a contract ensue, the contents of the proposal of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

MATERIAL SUBMITTED

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

ECONOMY OF PREPARATION

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the

response must be a point by point response to the Requirements and other sections of the bid.

INCURRING COSTS

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

DISCLOSURE OF PROPOSAL CONTENT

After contract award, and upon written request, a summary of total price information for all submissions will be posted on the MITN website at www.mitn.info.

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

(a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and

(b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

(c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or

(d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



**CITY OF NOVI
DEBRIS REMOVAL CONTRACT**

SPECIFICATIONS

Locations:

1. City of Novi DPW Facility, 26300 Delwal Drive, Novi MI 48375
2. 46351 West Road, Novi, MI 48377 (enter from West Park Drive just south of the Novi Waste Water Treatment Plant)
3. Other City properties as requested

Service Hours: 7:30 A.M. – 4:00 P.M., Monday - Friday

Scope of Service:

The City of Novi is seeking proposals for the removal and disposal of debris and non-hazardous materials at the locations listed above.

The debris will consist of catch basin sediment, block and brick from catch basin rehabilitations, ditching materials (dirt), broken concrete and asphalt (paving work), boulders, street sweeping spoils, and material from water main and sanitary sewer main repairs.

Contractor must be able to haul a minimum of twenty-eight (28) yards of debris per load.

Contractor will load the trucks and provide their own equipment for this task.

Contractor will be solely responsible for compliance with weight laws, tarping loads, and tracking of material.

The City is not liable for any damage to dump boxes as the result of loading and hauling.

Price is to be quoted on a per cubic yard basis, including removal, disposal fees, fuel surcharges, and any other applicable fees. Contractor shall not break out any costs separately on this bid.

City personnel at the management level shall determine which non-hazardous materials will be disposed in a landfill.

Quantity

Over the last 3 years, the City has accumulated an average of 6,900 cubic yards of debris per year that required disposal.

Insurance Requirements: See Attachment A

For questions related to the proposal, please contact:

Tim Sikma, Water & Sewer Manager
(248) 735-5647



**CITY OF NOVI
INSURANCE REQUIREMENTS**

ATTACHMENT A

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.

2. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.

3. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

4. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.

All policies except Professional Liability insurance shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance

evidencing such coverage shall be submitted to Sue Morianti, Purchasing Manager, City of Novi, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
6. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
7. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

Indemnity

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CITY OF NOVI
GENERAL CONDITIONS

PREPARATION OF BID/ REQUEST FOR PROPOSALS

1. Bidders/Proposers are expected to examine specifications and all instructions. Failure to do so will be at the bidder's risk.
2. The City of Novi is not liable for any costs incurred by bidders/proposers prior to issuance of an award/contract. Each bidder/proposer shall furnish all information required in the Bid/RFP package. Any erasures or changes must be initialed by the person signing the bid/proposal form. Corrections or modifications received after the closing time specified will not be accepted.
3. The City of Novi reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. If upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to the bid opening date to allow for review and subsequent clarification on the part of the City of Novi.

SUBMISSION OF BID/REQUEST FOR PROPOSALS

1. To be considered, each firm must submit a complete response. The bid/proposal must be signed by an authorized agent of the bidding/proposing firm to bind the submitter to its provisions.
2. An unbound original proposal with the required number of copies of the bid/proposal shall be submitted in a sealed envelope and shall include the following information on the face of the envelope:

Bidder's/Proposer's Name
Address
Name of Bid/RFP

Failure to do so may result in a premature opening or failure to open such proposal. Bidders must use attached bid proposal form when included. Those which do not comply with these conditions are subject to rejection.

3. Should any prospective bidder/proposer be in doubt as to the true meaning of any portion of this bid/RFP or should the prospective bidder/proposer find any patent ambiguity, inconsistency, or omission therein, the bidder/proposer shall make a written request for an official interpretation. Such request shall be submitted to the Purchasing Manager as specified in the Instructions to Bidders.

4. Such interpretation, as well as any additional information will be made only as an addendum which will be posted on the Michigan Intergovernmental Trade Network (MITN) website at www.mitn.info.
5. Bidders/Proposers are responsible for the timely receipt of their bid/RFP. Delays in the mail will not be considered. Any proposal received after the stated deadline will not be considered or opened. Faxed bids/proposals are not accepted.
6. A bid/RFP may be withdrawn by giving written notice to the Purchasing Director before the stated closing time. After the stated closing time, no bid/RFP may be withdrawn or canceled for a period of one hundred twenty (120) days after stated closing time.
7. The firm, by execution of the proposal, thereby declares that the proposal is made without collusion with any other person, firm, or corporation making any other proposal, or who otherwise would make a proposal.

DISCLOSURE

All information in the bidder's/proposer's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

CONSIDERATION OF PROPOSALS

1. In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

Reference to any of the above is intended to be descriptive, but not restrictive, and only indicates articles that will be satisfactory. Bids of "equal" quality and value will be considered, provided that the bidder/proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.

2. The Purchasing Director hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.
3. Samples for testing may be requested by the City of Novi during bid/proposal evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for bid/proposal rejection.
4. All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:

- A. The chemical name and the common name of the toxic substance.
- B. The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosivity, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.
- C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
- D. The emergency procedure for spills, fire, disposal, and first aid.
- E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

BID/RFP AWARD

1. Upon receipt of materials, each bid/proposal will be reviewed. Bids/proposals may be reviewed with respect to, but not limited to, the following factors:
 - A. Unit Price - In case of mistakes in extension, the unit price shall govern.
 - B. Total Price
 - C. Delivery Time
 - D. City of Novi's evaluation of vendor's ability to perform.
 - E. Vendor's past performance record
 - F. City of Novi's experience with products bid
 - G. Results of testing samples (if requested)
 - H. Specific needs and requirements of the City of Novi
 - I. References

The departmental recommendation will be placed on the agenda for action by the City Council.
2. The City of Novi reserves the right to award the bid/proposal in its entirety or to subdivide the award according to the best interests of the City of Novi.
3. After contract award, a summary of total price information for all submissions will be furnished to those vendors participating in the bid/RFP.
4. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-

month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

TERMS

1. All bid prices will be based on F.O.B. (City of Novi) our location.
2. It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all Michigan State Sales and Federal Excise taxes. Do not include such taxes in the proposal figure. The City will furnish the successful bidder with tax exemption certificates when requested. The City's tax-exempt number is 38-6032551.

The following exception shall apply to installation projects: When sales tax is charged to the successful bidder for materials to be installed during the project, that cost shall be included in the "Complete for the sum of" bid price and not charged as a separate line item. The City is not tax exempt in this case and cannot issue an exemption certificate.

3. Where applicable, a packing list shall accompany each shipment and shall include the following information:
 - A. Name and address of vendor
 - B. Name of requesting department
 - C. **CITY OF NOVI PURCHASE ORDER NUMBER**
 - D. Description of material shipped, including item numbers, quantity, number of packages.

4. Invoices shall be sent directly to:

THE CITY OF NOVI
ATTN: FINANCE DEPARTMENT
45175 West Ten Mile
Novi, Michigan 48375

INVOICES MUST CONTAIN THE CITY OF NOVI PURCHASE ORDER NUMBER IN ORDER TO BE PROCESSED.

5. Fund Out -The City of Novi shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City of Novi may terminate this contract upon thirty (30) days prior written notice to the contractor.
6. Non-Performance – If in the opinion of the City of Novi, the contractor fails to perform after reasonable notice, or the contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the contract, the City reserves the right to cancel the contract by means of written notification.