

GENERAL CONDITIONS

1. **PROCUREMENT POLICY.** Procurement for the Detroit Housing Commission (DHC) shall be handled in a manner to provide fair opportunity to all businesses, including small and/or minority businesses as defined by DHC. This bid is to be made without collusion with any other person, firm or corporation making any other proposal, or who otherwise would make a proposal.
2. **UNIT PRICES, NOTATIONS, AND WORKMANSHIP.** Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in the Invitation for Bid Quotation. No erasures permitted. Mistakes may be crossed out and corrections entered and initialed in ink by person signing the bid form. Unit prices should be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.
3. **PRICES QUOTE/CASH DISCOUNTS.** Prices quoted must be net of discounts. Cash Discounts may be considered in the determination of low bidder, provided discounts are based on periods of 30 days or more after acceptance of goods or billing on bidders invoice, whichever is later. Where net is equal to bid with cash discount deducted, award will be made to the net bid. Bidder should extend and total bids.
4. **SALES TAX EXEMPTION.** The Detroit Housing Commission is exempt from sales tax on those articles which DHC buys for its own use. Articles bought by the bidder and incorporated into other products are taxable to the bidder. Such tax should be included in the price and will not be paid as an extra by DHC. Sales tax excluded from incorporated products when the final product is sold to non-profit housing projects.
5. **SPECIFICATIONS, CHANGE OF SPECIFICATIONS, AND ERRORS OR OMISSIONS.** Specifications which refer to brand names and given for reference. Bidders may quote on approved equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute". The decision of DHC's Contracting Officer shall be final. If any of the terms and conditions prevent you from bidding or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to DHC, or get an interpretation, your request will receive consideration if presented to us as much in advance of bid submission deadline as possible. If any change is found desirable, DHC will notify all bidders by mail and postpone bid submission date, if necessary. Bidders are not permitted to take advantage of any errors or omissions in specifications since full instruction will be given should they be called to our attention before bid submission date.
6. **DELIVERY TERMS/TIME, F.O.B.** Delivered prices are preferred. F.O.B. delivered means delivered to the dock of the institution or department noted on the bid, and will include all charges for packing, draying, etc. Bidders may, at their option quote F.O.B. shipping point. Prices based on F.O.B. shipping point will be considered after adding transportation charges and insurance costs. Bidders must show shipping weight and parts of shipment on all shipping point bids. Delivery time is a part of the consideration and must be adhered to if time varies on different items, the bidder shall so state. For all deliveries to agencies within various locations, it shall be the vendor's responsibility to transport the items from the dock up to the individual locations.
7. **PAYMENT TERMS.** Discounts exceeding five percent (5%) will not be considered in determining award of contract. Other terms less than 30 days, E.O.M., Proximo, etc. will not be considered in determining award of contract.
8. **CONTAINERS.** Packing, reels, etc. if chargeable, must be shown as separate items. Return freight must be paid by bidder.
9. **INDEMNITY.** The contractor agrees to save harmless DHC against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expense (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants) which may be imposed upon, incurred by or asserted against DHC by reason of any negligent or tortious act or any failure by the Contractor to perform its contractual obligations during the term of this contract. In addition, the Contractor shall protect and indemnify DHC against expense of any nature, shall bear the cost of any lawsuits which may arise and shall pay all damages which may be awarded against DHC the use, under this specification, of any patented device, process, apparatus, material or invention.
10. **RECEIPT OF BIDS.** Bids must be received in the Procurement Division prior to or on the date and time specified on the face of this bid form. Late bids cannot be accepted. The responsibility of getting bids to the Procurement Division rests entirely with the bidder.
11. **WITHDRAWAL.** No bid shall be withdrawn for 90 days from submission deadline. Bidders may reduce the period if stated on bid, but such bids may be rejected on the basis of the reduced time period.
12. **AWARD.** DHC acting through the Detroit Housing Commission Contracting Officer, reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgement of the Detroit Housing Commission Contracting Officer, the best interest of the DHC will be served.
13. **INSPECTION/COST VERIFICATION.** All articles are subject to inspection and test. In case any articles are defective in material and/or workmanship or otherwise fail to meet requirements of this bid, the DHC shall have the right to reject or retain and correct such articles. The bidder shall pay the DHC for expenses incurred in correcting defects. Rejected articles will be returned to bidder at bidder's expense for handling, packing and transportation. DHC reserves the right to audit bidder's employee payroll records to verify labor charges upon 72 hours notice during the term of the contract and for three (3) years after final payment.
14. **FREIGHT RATES.** Unless otherwise stated, any increase in published freight rates after submission deadline will be added to the contract price, and conversely any decrease in the published freight rates will be deducted from the contract price. This applies only to movement of finished product as sold to the Detroit Housing Commission.
15. **TERMINATION.** The contractor agrees that DHC shall have the right to terminate any award to the bidder for cause, as determined by the Contracting Officer, without any liability, whatsoever, upon the giving of 30 days notice.
16. **DEFAULT** is defined as the failure of the bidder to fulfill the obligations of his/her bid quotation, including but not limited to failure to deliver on schedule or the unauthorized substitution of articles other than those described and specified on the purchase order. In case of default by the bidder, the DHC may cancel the contract or purchase order and procure the articles or services from other sources and hold the bidder responsible for any excess costs occasioned thereby. These rights and remedies are not exclusive, but are in addition to any other rights and remedies provided by law or equity, or both.
17. **LIQUIDATED DAMAGES.** DHC may assess liquidated damages upon the Contractor for failure to fulfill the obligations of its bid quotation.
18. **NOVATION/ASSIGNMENT SUBCONTRACTING.** A Contractor shall not assign any Purchase Order or Contract or any monies due there from or subcontract any services covered by this contract without prior approval of the Detroit Housing Commission. Contact the Purchases Agent for proper procedure.
19. **NON-DISCRIMINATION CLAUSE.** In accordance with the U.S. Constitution and all federal legislation and regulations governing fair employment practices and equal employment opportunity including, but not limited to Title VI (42 USC 2000d, et seq.) and Title VII (42 USC 2000e, et seq.) of the Civil Rights Act of 1964 (P.L. 88-352, 78 Stat. 241) and the U.S. Department of Justice regulations (28 CFR Part 42, et seq.) and the U.S. Department of Labor regulations (29 CFR Part 1601, et seq.) issued pursuant to those Titles, Executive Order 11246 (September 24, 1965) as amended, the Michigan Constitution and all state laws and regulations governing fair employment practices and equal employment opportunity, including but not limited to the Michigan Civil Rights Act (P.A. 1976 No. 453) and the Michigan Handicappers Civil Rights Act (P.A. 1976 No. 220), the Contractor agrees that it shall not discriminate against any employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, sexual orientation, height, weight, marital status or handicap that is unrelated to the individual's ability to perform the duties of a particular assignment or position. The Contractor hereby recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenant against discrimination, against itself or its subcontractors connected directly or indirectly with the performance of this Contract.

In addition, the Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation or national origin. Such action shall include, but not be limited to employment, upgrading, demotion, transfer, recruitment, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. The bidder agrees to include this paragraph number 19 in any subcontract. Breach of this contract may be regarded as a material breach of the contract.

20. **CONFLICT OF INTEREST.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of the Services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

The Contractor further covenants that no officer, agent, or employee of DHC and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Contract has any personal or financial interest, direct or indirect, in this Contract or in the Proceeds thereof via corporate entity, partnership, or otherwise.

The Contractor also hereby warrants that it will not and has not employed any person to secure the contract upon any agreement or arrangement for payment of commission, percentage, brokerage, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and that if this Warranty is breached, the DHC may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the Contract or here under, any amounts of any such commission, percentage, brokerage, or contingent fee.