

CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
REQUEST FOR PROPOSALS
MANAGEMENT & STAFFING FOR REPROGRAPHICS CENTER
AND MAILROOM SERVICES

RFP NO. 50224

ADVERTISE DATE	MARCH 17, 2015
QUESTION DEADLINE	MARCH 20, 2015 BY 2:00 PM Eastern Time Submitted in writing via email or fax to the Attention of: Wesley Norris, Project Manager City of Detroit, Office of Contracting & Procurement: E-mail: NorrisW@detroitmi.gov
Answers Returned to Respondents	March 26, 2015 Will be submitted via email to all registered respondents
PRE PROPOSAL CONFERENCE	MANDATORY April 16, 2015 at 2:00 PM Eastern Time Office of Contracting and Procurement Suite 1008, Coleman A. Young Municipal Center Two Woodward Avenue Detroit, Michigan 48226
Site Visit	April 16, 2015 at 2:00 PM Eastern Time Reprographics Center Ste# 500 – Mailroom Ste# LL22 Coleman A. Young Municipal Center Two Woodward Avenue Detroit, Michigan 48226
PROPOSAL DUE DATE	April 20, 2015 at 2:00 PM Eastern Time Office of Contracting and Procurement Suite 1008, Coleman A. Young Municipal Center Two Woodward Avenue Detroit, Michigan 48226 <i>Note: Due to increased security measures at the Coleman A. Young Municipal Center all persons entering the building are subject to search. Please allow <u>ample</u> time to pass through security and submitted your sealed proposal in accordance with the proposal due date reference above.</i>
PUBLIC RECORDING	April 20, 2015 at 2:00 PM Eastern Time To be held in the Office of Contracting & Procurement

Proposals must be in the actual possession of the Office of Contracting and Procurement at the location indicated on, or prior to the exact date and time indicated above. Late proposals shall not be accepted.

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1. INTRODUCTION

The City of Detroit Law Department (Law) and The Department of Innovation & Technology (DoIT) through the Office of Contracting and Procurement is seeking proposals from qualified and experienced firms that are able to establish, equip, staff and manage a full service Reprographics Center and a full service Mail Processing Center.

- If a contract is awarded as a result of this RFP, **it will be a** contract which is negotiated with the awardee based on the model city **services contract**, a copy of which is attached. If any respondent requires modification (s) to the terms of the City's model services contract, a statement of such required modification shall be included as an exhibit with your sealed proposal. This Statement will be reviewed as part of the evaluation process and may have an effect on the scoring of the proposal.
- The successful Respondent will be required to obtain approved clearances and affidavits (and insurances) from the Income Tax Division, Revenue Collections Division and Human Rights Department prior to City Council approval of a contract. Approved clearances and insurances are not required when submitting a response to the RFP but will be required of the successful Respondent prior to Purchasing submitting a recommendation to City Council approval.
- The City expressly reserves the right to modify, add, or delete, any item(s) from the proposal it deems necessary prior to the issuance of an award.
- The term of the contract will be for 3 years, with 2, 1 year renewal option. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council.

2. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of five (5) years of experience providing the services requested in this RFP for projects of similar scope and size.

3. SCOPE OF WORK

~ EXHIBIT A ~

I. FULL SERVICE REPROGRAPHICS CENTER *Law Department - Scope of Work*

1. Establishment of Reprographics Center

The *Contractor* will establish, equip, staff and manage a full service reprographics center (the "Center") at the City of Detroit Law Department, located in Coleman A. Young Municipal Center (CAYMC), 2 Woodward Ave., Ste#500, Detroit, Michigan 48226.

2. General Services To Be Provided

- (a) Reprographics Services. The *Contractor* will provide reproduction of all materials submitted by the City to the *Center* provided that such materials are of satisfactory quality and size for reproduction on the *Center's* equipment. The *Contractor* will also provide related services; binding, hole punching, stapling and non-technical maintenance of convenience copiers. The *Contractor* shall install convenient pick-up and delivery boxes at mutually agreed upon locations within the Law Department's Offices. The *Contractor* will install convenience copiers at such locations within the Law Department's Offices which are mutually agreed upon by the *Law Department* and the *Contractor*.
- (b) Facsimile Services. The *Contractor* will provide to the Law Department the service of transmitting and receiving all facsimiles; this includes telephone and e-mail notification of incoming faxes, and pick-up and delivery of all facsimile requests and transmissions. The *Contractor* will verify and log incoming and outgoing facsimiles to ensure complete transmission and will provide proof of verification, if requested.
- (c) Mail Services. The *Contractor* will provide mail services to include sorting, posting and internal delivery of mail on a scheduled and requested basis. The *Contractor* will coordinate U.S. Postal Service, Overnight Express and/or other mail-related services for the Law Department. *Contractor's* services shall also include will-call pick-up from U.S. Postal Service.
- (d) Internal Messenger. The *Contractor* shall provide internal pick-up and delivery of documents on a scheduled and as required basis to and from designated locations with Customer's Offices throughout the workday.

- (e) The *Contractor* shall provide to the Law Department management on a monthly or as requested basis; various administrative and management reports showing, among other things, computer-generated trend analysis of individual users and client departments, etc.

3. **Hours of Operation**

The *Contractor* will operate the Center Monday through Friday during the hours of 8:00 am to 6:00 pm, observing the *City's* holiday schedule. The *Contractor* shall provide personnel for overtime work or work beyond regular working hours, when workload requires, on weekends and *City's* holidays at the rates set forth in Schedule A upon (4) hours notice to the *Contractor*. Overtime necessitated by equipment downtime or the *Contractor's* operator error or operator unavailability will be provided at no charge to the *City*.

4. **Staffing**

Based on the Law Department's current needs, the *Contractor* will provide three (3) personnel necessary to ensure that the services provided are performed in accordance with descriptions set forth in *Exhibit A* herein.

5. **Equipment**

- (a) Based on the Law Department's current needs, the *Contractor* will provide the following equipment, or substantial equivalent:

- 8 -Satellite Sharp MX-M453
- 3- Sharp MX-M623N
- 1- Sharp MX-5111N
- 1-Binding Machine
- 1-Fax Machine

- (b) All equipment will remain the property of whoever has title prior to the signing of this Contract; this Contract shall not transfer any title or interest in any equipment.

II. MAILROOM SERVICES

Department of Innovation and Technology - Scope of Work

1. **Establishment of Mailing Center**

The *Contractor* will establish, equip, staff and manage a full service mail processing center (the “Center”) for the *City of Detroit’s Agencies* under the management of The Department of Innovation and Technology (*DoIT*), located in Coleman A. Young Municipal Center (CAYMC), 2 Woodward Ave., Detroit, Michigan 48226.

2. **General Services To Be Provided**

DoIT is committed to providing speedy, efficient and cost effective mailing services for all City Departments and Agencies. *DoIT* is looking to secure high quality, high productivity mailing services and equipment to provide real-time reports, provide a networked centralized mailing process to reduce the total cost of mailing operations by which would reduce the need for use by *City’s personnel*.

The *Contractor* will provide quick, efficient and complete mailroom services. Of which the services will include sealing, metering, bar-coding, presorting and delivering of the mail to U.S. Postal Service (USPS). Mailroom Services will also include sorting and securing Detroit Police Inter-Departmental Mail. The *Contractor’s* process would include the *City’s* ability to monitor real-time reports, custom accounting ability and reporting for each network location. The *Contractor* will additionally be responsible to provide Quarterly Business Reviews.

3. **Mailing Locations**

The *Contractor* will operate and facilitate outing mail at four (4) mailing locations. The *Contractor* should have the ability to travel, to and from listing locations.

- a. City Hall, CAYMC, 2 Woodward Ave. Ste# LL22
- b. Election, 2978 W. Grand Blvd. 48202
- c. Income Tax & Treasury, CAYMC, 2 Woodward Ave., Ste# LL30
- d. Law Dept., CAYMC, 2 Woodward Ave., Ste#500

4. **Hours of Operation**

The *Contractor* will operate the Center Monday through Friday during the hours of 8:00 am to 4:30 pm, observing the *City’s* holiday schedule. The *Contractor* shall provide personnel for overtime work or work beyond regular working hours, when workload requires, on weekends and *City’s* holidays at the rates set forth in Schedule A upon (4) hours notice to the *Contractor*. Overtime necessitated by equipment downtime or the *Contractor’s* operator error or operator unavailability will be provided at no charge to the *City*.

5. **Staffing**

Based on City's Agency needs, the *Contractor* will provide five (5) personnel necessary to ensure that the services provided are performed in accordance with descriptions set forth in *Exhibit B* herein.

6. **Equipment**

(c) Based on *City's Agencies* current needs, the *Contractor* will provide the following equipment, or substantial equivalent:

Item#1	(x1)	High speed capacity folder inserter
Item#2	(x1)	High productive folding technology system
Item#3	(x3)	High Volume Mail System Processors
Item#4	(x2)	Mid Volume Mail System Processors

(b) Equipment Requirements and Specifications: (Mailroom Services, Attachment A)

(c) A sample set-up and test of the entire system may be asked prior to a contract. This test will be at no cost to the City of Detroit. The sample test may be done in-house (2 Woodward Ave.) or at a location no more than 25 miles from this building.

~ ATTACHMENT A ~

MAILROOM SERVICES
Department of Innovation and Technology

ITEM	DESCRIPTION	ANTICIPATED NUMBER OF MACHINES *
1.	High Speed Capacity Folder Inserter	1
2.	Folding Technology with capability to Seal	1
3.	High Volume Mail System Processor	3
4.	Mid Volume Mail System Processor	2

REFERENCE MODELS:

The City of Detroit has found that providing an exhaustive list of specifications often results in the elimination of credible alternatives. Therefore, for the purposes of enabling Vendors to make real world comparisons, the City of Detroit has identified “reference models” from major manufacturers as examples of machines, which meet the City’s requirements.

Vendors are not restricted to providing these reference models. The City of Detroit will consider comparable models from all reputable manufacturers which meet the specific requirements detailed below.

I. REQUIREMENTS AND SPECIFICATIONS: GENERAL

A. For all postage meters (Items 3, 4)

1. The City must have the option to NOT pre-fund postage:
 - a) The Vendor and its products offered under this contract must provide the ability to fulfill postage requests through the advancement of funds for all postage requests made by City agencies or other methods

not involving pre-funding and will free up the current funds maintained in these accounts to be used in other areas of the city.

- b) The vendor must provide an itemized monthly statement to the City, outlining amount of postage advance and the date of each advance. The statement must detail each postage advance by meter model and serial number, and identify the relevant postage account. This will ensure full accountability and auditing of all postage usage by postage meter/location and individual postage accounts.
 - c) The vendor must allow up to 45 days for payment of the “Postage Advance” statement, without penalty or late charge to the City. This will allow the City to retain and control fiscal funds budgeted for postage for the maximum time frame, improving the City’s cash flow and management of funds.
 - d) The vendor must provide a single statement of ALL advances during the month, and accept a single payment from the City for each monthly statement. This eliminates the extensive costs and labor necessary to process, track, and account for the numerous postage warrants currently issued each year through agency requests.
2. The postage meter shall automatically advance to the correct date without operator intervention and have the option for manual date setting based on U.S. Postal Service requirements to avoid posting material with the incorrect date.
 3. All postage meters shall be capable of being remotely administered from a central location.
 4. The system must be IBIP compliant to conform to currently known future postal regulations.
 5. The system must be capable of producing unique postal services as follows:
 - Delivery Confirmation
 - Signature Confirmation
 - E-Certified Mail
 - Returned Receipt

For the efficiency of the City, these features must be tractable in batch. Based on the City’s needs, these services will provide cost Avoidance and simplified (time efficiency) tracking.

6. The mailing system must have the PROVEN ability to update U.S.P.S. rate changes, software upgrades and enhancements via network (internet) or modem download to eliminate service calls for software updates and potential loss/delay of rate cards or chips. This provides the agency with “just in time” postage and software updates.

B. For all Mailing Systems (Items 3, 4)

1. The mailing system must include all U.S.P.S. 1st Class, Standard, 1st Class Automation, Standard Automation, Priority, International and Express rates and special services- Zip to Zone, in order to give agency the ability to rate mail providing a myriad of available postal rates.
2. Unit must be compatible with a single postage meter that has the ability to print in decimals to take advantage of Post Office cost avoidance Programs, as well as above \$12.50 for heavier parcels and Express Mail Pieces.
3. The system shall have one centralized keyboard for entering account, Meter and equipment function information. Weighing and rating must occur from one user control center (meter) to provide minimal operator involvement.
4. This system must be:
 - a) UL approved
 - b) Energy Star

C. For Folding Technology with capability to Seal (Item 2)

1. The vendor and its product offered under this contract must have the capability to create multiple folds; V, C, Z, Eccentric Z, 1 Part 2-way, Double Parallel and Cross Folds. The product must have the ability to pressure seal documents.
2. The product must be versatile and able to create either a left or right hand fold to match any situation. Also have the ability to be set-up in a “straight line” configuration.
3. The product should have the ability to serve various applications; not limited to Coupon Books, Ticket Books, Multiple Vouchers, Direct Mail and Promotional with processing speed of up to 18,000 forms per hour and have the ability to process paper weights of a Minimum of 24# to Maximum of 32#.

4. The product must be UL & CE Certified Compliance.

II. REQUIREMENTS AND SPECIFICATIONS: SPECIFIC ITEMS

A. Item #1: High Speed Capacity Folder Inserter

1. A high-volume Inserter Digital System.
2. The folder inserter MUST be able to process mail media at a speed of 7200 pieces/hour to maintain the speed of the inserter.
3. Equipment should be similar to a IJ70 digital mail machine with 4 station folder Inserter and conveyor stacker. Additional capabilities should include:
 - Load 'n go
 - FlexFeed
 - Cascade feeding from all feeders
 - Power Fold
 - Electro-mechanical secure'n feed
 - Electro-mechanical secure'n Sert
 - Divert'n continue
 - Tip to tip sealing
 - High capacity conveyor stacker
 - Full color touch screen
 - Semi-automatic envelope separation
 - Speed up to 4,000/hour
 - Feeder capacity 1200 sheets (20lbs)
 - Set thickness maximum 2.5mm
 - Envelopes length 3.5 – 6.5"; width 5.5 – 9.8
 - Hopper capacity 325 envelopes
 - Folding capacity maximum 10 sheets (20lbs)
 - Fold types: letter zigzag, single, double parallel, no fold
 - Short fold Small fold min 1"
 - Or acceptable distributor of manufactured product

B. Item #3 High Volume Mail System Processor

Reference Models: Pitney Bowes DM1000, Neopost IJ90, etc.

1. A mailing system is a system, which has the capability of feeding mail media either automatically (which means no operator intervention) or hand feeding that same media for lower volume applications. This system shall consist of a feeder, a moistener, a meter, and a stacker. In the event, a mailing system incorporates the in line weighing and

- processing feature, at the top of the range of mailing machines it should have the capability to feed intermixed media of different sizes, weights, and thicknesses without taping.
2. The Mailing System **MUST** process and seal mail media up to 16 ounces at a speed of 240 pieces/minute (speed is based on #10 envelopes) to maximize office efficiency and minimize processing time.
 3. The system must be able to process intermixed mail of different weights, sizes, and thicknesses without tamping at a minimum speed of 130 pieces/minute (speed is based on #10 envelopes). This mixed mail-processing feature eliminates sorting of mail media and results in time savings within the City's mailroom facility.
 4. To optimize City efficiency and meet City requirements, the system must be capable of processing both sealed and unsealed material, as well as processing material with the flaps either open or closed. This is also referred to as sealing both flapped or non-flapped envelopes without operator intervention. This must be done without the need for "Taping" the mail media.
 5. Within the in line weighing and processing feature mode, system must be capable of automatically metering and sealing envelopes from 3 ½" x 5" and .007 to **13" x 13" (13" by 15" without in line weighing and processing)**, up to a thickness ¾" to comply with agency's need to ensure confidentiality of certain mailings as required by various regulations governing privacy and to accommodate the maximum thickness media used by the City.
 6. The mail system must have the ability to produce both self-adhesive roll tape or roll gummed tape, selectable by the operator depending on the application. ***These tapes are to be dispensed via an internal tape roll vs. external component to minimize space. Thus eliminating external peripherals and providing cost savings on supplies and maintenance. External peripherals will not be compliant with these specifications.***
 7. ***System must automatically adjust the meter imprint based on the size and thickness of the mail piece. For larger material (flats), the indicia must automatically move 2" to the left to avoid the possibility of fall-off and wasted postage.***
 8. System must be interfacial to a weighing platform up to 149lbs capable of weighting material and automatically setting the postage meter and dispensing a meter tape contingent on the weight and thickness of the mail media. This provides a "no fault" system thereby eliminating any possibility of operator error.
 9. ***When a request is made for a system with in line weighing and processing features– this system must be presented and priced as one unit since the inline weighing and processing module is essential to t***

he system. The in line weighing and processing module cannot be stated as an attachment.

10. System must provide detailed charge back information for a minimum of 25 accounts and optional up to 300 accounts combining USPS as well as UPS and express carriers to a single report that can cover **at least four quarters**. Meter base shall imprint a postage report detailing USPS charges and piece count without the need for an external printer in that the City requires these criteria.
11. System can include an extended Powered Envelope Stacker capable of holding a minimum of 600 #10 envelopes to maximize efficiency and prevent constant emptying the standard stacker module.

C. Item# 4: Mid Volume Mail System Processor

Reference Models: Pitney Bowes DM500, Neopost IJ80, etc.

1. A mailing system is a system, which has the capability of feeding mail media either automatically (which means no operator intervention) or hand feeding that same media for lower volume applications. This system shall consist of a feeder, a moistener, a meter, and a stacker.
2. The Mailing System **MUST** be able to automatically process and seal at a speed of 100 pieces/minute, to maximize office efficiency and minimize processing time.
3. System must be capable of automatically **metering and sealing** mail media from .007” to .625 to comply with agency's need to ensure confidentiality of certain mailings as required by various regulations governing privacy.. (review by state) and to accommodate the maximum thickness media used by the City.
4. The mail system must produce cut to size self adhesive roll tapes from an internal unit thus eliminating external peripherals and providing cost savings on supplies. External peripherals will not be complaint with this system.
5. System must have a 5lb or 10lb integrated (self contained within the base) weighing platform and interface able to a weighing platform up to 149 lbs capable of automatically setting the postage meter. This provides a “no fault” system thereby eliminating any possibility of operator error.
6. System must provide detailed charge back information for a minimum of 25 accounts and optional up to 300 accounts. It will meet the City’s current requirements and allow expansion for future growth.

III. City Right to Expand to other City Agencies

Upon the mutual consent between the City and the Contractor, this contract may be amended in the future to include other City agencies which operate the same services outlined in this RFP.

4. PRICE PROPOSAL

All proposals must respond with pricing in the following format(s):

- a) -Per project
- b) -Per Hour
- c) -Per Day

5. BACKGROUND INFORMATION (CITY CONTACTS AND ROLES)

Patricia Luckett
Manager
Law Administration
City of Detroit
2 Woodward Avenue
Law Department - Suite 500
Coleman A. Young Municipal Center
Detroit, MI 48226
phone: 313-237-3021
fax: 313-224-5505
email: luckpa@detroitmi.gov

Jim Davenport
Manager
Data Center Operations
City of Detroit - Dept .of Innovation & Technology
1301 3rd St., DPSH 426 -184
Detroit, MI 48226
phone: 313-224-7498
efax : 313-557-0437
email: davenpoj@detroitmi.gov

6. EVALUATION CRITERIA

a. PHASE ONE CRITERIA – NON-ECONOMIC DEVELOPMENT

Company’s Direct Experience	20
References	15
Operating Plan and Capacity Methodology including Performance Metrics & Reporting	15
Price Proposal (Above and Beyond Minimums)	15

Maximum points for Phase I Criteria not to exceed sixty-five (65) points.

b. PHASE TWO CRITERIA – PRIME AGREEMENT OR ECONOMIC DEVELOPMENT

Detroit headquartered business	15
Detroit based business	5

Maximum points for Phase II criteria not to exceed fifteen (15) points.

c. PHASE THREE- CRITERIA ECONOMIC DEVELOPMENT & AGREEMENT PERFORMANCE OF PRIME AND SUBAGREEMENTOR (S)

Detroit headquartered business	20
Detroit based business	10

Maximum points for Phase III criteria not to exceed twenty (20) points

7. EVALUATION PROCEDURE

Following the receipt of the qualified firm, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable. The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The City may also at its sole discretion elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

8. PROPOSAL CONTENT REQUIREMENTS

To be considered responsive, each proposal must, at a minimum, present and/or respond to the following RFP sections in their entirety. All pages of the submission must be numbered, excluding exhibits, drawings and other supplemental information which may be added as Attachments. The instructions contained in this RFP must be strictly followed. Accuracy and completeness are essential.

a) Table of Contents

A table of contents must be provided with all RFP Submissions.

b) Signature Page (Form Attached)

c) Statement of Submission

In your Statement of Submission, please include, at a minimum, the following information and/or documentation:

- 1) A statement to the effect that your proposal is in response to this RFP;
- 2) A brief description of your firm, including the Federal Employer Identification Number, the age of the firm's business and the average number of employees during each of the last three (3) years
- 3) The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- 4) A commitment to perform the requested work in accordance with the requirements outlined in this RFP; and
- 5) The name and contact information of the firm's partner and or manager(s) that will be in charge of this project.

d) Scope of Work

Proposals must respond to all sections outlined in Scope of Work section.

e) Pricing Proposal

Proposals must provide a Pricing Proposal and cost all activities as indicated.

f) Respondent Performance History

- 1) Identify in detail at least 3 similar projects by name, subject matter, location, services provided and the length of time services were provided on each (use attached reference form). Include a reference, description of specific services provided and dates during which the services were provided;
- 2) Identify vendor's key personnel working on the projects as identified above;
- 3) Identify any projects in which the vendor's contract was terminated for any reason;
- 4) Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last five (5) years; and
- 5) Provide an organization chart indicating the key personnel who will provide services resulting from this RFP. Also provide a resume for each of the key personnel.

g) Respondent Financial and Operational Stability

- 1) Provide copies of the vendor's financial statements (CPA Certified) for the previous three (3) years;
- 2) Certificate of Good Standing (Corporation) or Certificate of Existence (Limited Liability Company) issued by the Michigan Secretary of State (if Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable must be submitted for each entity comprising the joint venture.); and
- 3) Evidence of any licenses or registrations required to provide the services under this contract

9. Submittal Instructions and Other Key Information

A. Submittal Instructions:

One (1) original, six (6) copies and a soft copy on a flash drive using Microsoft Office 2000-2003 software of your sealed proposal must be received by the City of Detroit Office of Contracting and Procurement, 1008 Detroit, MI 48226. Proposals must be received no later than **2:00 P.M. local time, April 20, 2015**. Each vendor is responsible for ensuring that its proposal is received by the City on a timely basis. Please note that due to increased security measures in the Coleman A. Young Municipal Center, vendors should allow ample time to pass through security check points and submit sealed proposals in a timely manner. A list of item prohibited in the building is attached for your review. The city shall not extend the due date for proposals on the basis that the U.S. Postal Service or another mail courier has lost or failed to deliver a proposal. The City is not responsible for proposals delivered to the

wrong location. **Faxed proposals will not be accepted. Proposals received late will be returned unopened.** The outside of the sealed proposal submitted shall be clearly marked as follows:

- File No. and Title of Proposal
- Company Name and Address
- Due Date of Proposal

The City will not be responsible for unmarked or improperly marked proposals or for proposals delivered to the wrong location. Please mark originals as such for ease of identification. The proposal shall be submitted to the following address:

Office of Contracting & Procurement
Suite 1008
Coleman A. Young Municipal Center
Two Woodward Ave.
Detroit, MI 48226

Firms shall not distribute their proposals to any other City office or City employee. Proposals received become property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by **2:00 P.M. local time, April 20, 2015** will be publicly recorded at **2:30 P.M. on April 20, 2015** in the Office of Contracting and Procurement, Room 1008, Detroit, MI 48226. This will be the vendors' opportunity to be informed as to what firm's submitted responses to the RFP. Responses received **will not** be available for review. Proposals received will be subject to the disclosure under applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the proposals. The contact person regarding the proposal should also be specified by name, title, and phone number. All firms submitting a proposal in response to the RFP will be notified in writing as to the City's recommendation for award.

B. Question Deadline and Response Dates:

All questions regarding the RFP shall be submitted in writing via email or fax no later than March 20, 2015 at 2:00 PM to the attention of:

Wesley Norris, Project Manager
City of Detroit
Office of Contracting and Procurement
Suite 1008 Coleman A. Young Municipal Center
Two Woodward Ave.
Detroit, MI 48226

Fax No. 313-628-1160 or NorrisW@detroitmi.gov.

NO TELEPHONE CALLS WILL BE ACCEPTED. ALL INQUIRIES MUST BE IN WRITING.

Vendors shall provide written notice in the Proposal of Intent to take exception to any requirements of the Request for Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal. The City does not guarantee a response to questions not submitted after the question deadline.

C. Pre-proposal Phone Conference

A proposal conference to address any concerns or questions will be conducted on:

April 15, 2015: 2:00 P.M. to 3:00 P.M.
Conference Call Number: 1-866-434-5269
Access Code: 3964948

10. PROPOSAL DISCLAIMERS AND CONDITIONS

a. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to: 1) accept or reject, in whole or in part, any and all proposals received; 2) waive any non-conformity; 3) re-advertise for proposals; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or, 6) take any other appropriate action that is in the best interest of the City. This RFP does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

b. NEWS RELEASES AND OTHER COMMUNICATIONS

News releases pertaining to these Proposals specifications or the provisions to which they relate shall not be made without prior approval of the City and then only in coordination with the City.

Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit.

c. CONFIDENTIALITY OF PROPOSALS

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded they are subject to disclosure as per the requirements of the Michigan Freedom of Information Act.

*****UNSIGNED BIDS CANNOT BE CONSIDERED*****

ASSIGNMENT: A Contractor shall not assign any Purchase Order or Contract or any monies due there from without prior approval of the Purchasing Director, the Finance Director and in some cases the City Council. Contact the Purchasing Agent for proper procedure.

IN THE FURTHER DESCRIPTION OF THIS PROPOSAL, WE SUBMIT INFORMATION IDENTIFIED AS FOLLOWS:
BIDDING UNDER THE NAME OF:

(PRINT FULL LEGAL NAME)

(PURCHASE ORDER WILL BE ISSUED AND PAYMENT WILL BE MADE ONLY IN THE NAME ABOVE. ALL PAYMENTS ARE TO BE MAILED. VENDOR PICK-UP OF PAYMENT IS NOT ACCEPTABLE)

MAILING ADDRESS:

(ZIP CODE)

PAYMENT MAILING ADDRESS:

(IF DIFFERENT FROM ABOVE)

(ZIP CODE)

BUSINESS ADDRESS:

(CHECK ONE):

LEASE ____ RENT ____ OWN ____

(ZIP CODE)

FEDERAL EMPLOYER ID #:

CHECK ONE:

CORPORATION, Incorporated Under The Laws Of The State Of _____

If Other Than Michigan Corporation, Licensed To Do Business In Michigan? ____ YES ____ NO

PARTNERSHIP, Consisting of (List Partners)

ASSUMED NAME (Register No.)

INDIVIDUAL

IF NOT SIGNED BY OFFICER OF FIRM, THE PERSON SIGNING MUST HAVE AUTHORITY TO COMMIT THE FIRM CONTRACTUALLY TO THIS BID.

The authorized signature affirms that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until withdrawn, in writing, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.

E-MAIL _____

AUTHORIZED SIGNATURE:

DATE _____

SIGNED: _____

TELEPHONE NO. _____

PRINTED _____

FAX NO. _____

TITLE _____

CELL PHONE NUMBER _____

TITLE/POSITION _____

ALTERNATE COMPANY CONTACT

THIS FORM MUST BE FILLED IN ITS ENTIRETY. FAILURE TO COMPLETE FORM WILL BE CAUSE FOR REJECTION.

SERVICES CONTRACT
BETWEEN
CITY OF DETROIT, MICHIGAN
AND

CONTRACT NO.

CONTRACT PROVISIONS

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**CITY OF DETROIT
SERVICES CONTRACT**

This Services Contract ("Contract") is entered into by and between the
City of Detroit, a Michigan municipal corporation, acting by and through its _____

(name of department)
Department ("City"), and _____, a _____

(name of contractor) (state of the union)
_____, with its principal place of business located at

(form of business, e.g. corporation, LLC)
_____ ("Contractor").

(complete address)

Recitals:

Whereas, the City desires to engage the Contractor to render certain ("Services") as set forth in this Contract; and

Whereas, the Contractor desires to perform the Services as set forth in this Contract; and

Accordingly, the parties agree as follows:

**Article 1.
Definitions**

1.01 The following words and expressions or pronouns used in their stead shall be construed as follows:

"Additional Services" shall mean any services in addition to the services set forth in Exhibit A that are related to fulfilling the objectives of this Contract and are agreed upon by the parties by written Amendment.

"Amendment" shall mean modifications or changes in this Contract that have been mutually agreed upon by the City and the Contractor in writing and approved by the City Council.

"Associates" shall mean the personnel, employees, consultants, subcontractors, agents, and parent company of the Contractor or of any Subcontractor, now existing or subsequently created, and their agents and employees, and any entities associated, affiliated, or subsidiary to the Contractor or to any subcontractor, now existing or subsequently created, and their agents and employees.

"City" shall mean the City of Detroit, a municipal corporation, acting through the office or department named in the Contract as contracting for the Services on behalf of the City.

"City Council" shall mean the legislative body of the City of Detroit.

"Contract" shall mean each of the various provisions and parts of this document, including all attached Exhibits and all Amendments, as executed and approved by the appropriate City departments or offices and by the City Council.

"Contractor" shall mean the party that contracts with the City by way of this Contract, whether an individual, sole proprietorship, partnership, corporation, or other form of business organization, and its heirs, successors, personnel, agents, employees, representatives, executors, administrators and assigns.

"Exhibit A" is the Scope of Services for this Contract and sets forth all pertinent data relating to performance of the Services.

"Exhibit B" is the Fee Schedule for this Contract and sets forth the amount of compensation to be paid to the Contractor, including any Reimbursable Expenses, and any applicable hourly rate information.

"Records" shall mean all books, ledgers, journals, accounts, documents, and other collected data in which information is kept regarding the performance of this Contract.

"Reimbursable Expenses" shall mean only those costs incurred by the Contractor in the performance of the Services, such as travel costs and document reproduction costs, that are identified in Exhibit B as reimbursable.

"Services" shall mean all work that is expressly set forth in Exhibit A, the Scope of Services, and all work expressly or impliedly required to be performed by the Contractor in order to achieve the objectives of this Contract.

"Subcontractor" shall mean any person, firm or corporation, other than employees of the Contractor, that contracts with the Contractor, directly or indirectly, to perform in part or assist the Contractor in achieving the objectives of this Contract.

"Technology" shall mean any and all computer-related components and systems, including but not limited to computer software, computer code, computer programs, computer hardware, embedded integrated circuits, computer memory and data storage systems, whether in the form of read-only memory chips, random access memory chips, CD-ROMs, floppy disks, magnetic tape, or some other form, and the data retained or stored in said computer memory and data storage systems.

"Unauthorized Acts" shall mean any acts by a City employee, agent or representative that are not set forth in this Contract and have not been approved by City Council as part of this Contract.

"Work Product" shall mean the originals, or copies when originals are unavailable, of all materials prepared by the Contractor under this Contract or in anticipation of this Contract, including but not limited to Technology, data, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form.

Article 2.

Engagement of Contractor

2.01 By this Contract, the City engages the Contractor and the Contractor hereby agrees to faithfully and diligently perform the Services set forth in Exhibit A, in accordance with the terms and conditions contained in this Contract.

- 2.02 The Contractor shall perform in a satisfactory manner as shall be determined within the sole and reasonable discretion of the City. In the event that there shall be any dispute between the parties with regard to the extent, character and progress of the Services to be performed or the quality of performance under this Contract, the interpretation and determination of the City shall govern.
- 2.03 The Contractor shall confer as necessary and cooperate with the City in order that the Services may proceed in an efficient and satisfactory manner. The Services are deemed to include all conferences, consultations and public hearings or appearances deemed necessary by the City to ensure that the Contractor will be able to properly and fully perform the objectives as set forth in this Contract.
- 2.04 All Services are subject to review and approval of the City for completeness and fulfillment of the requirements of this Contract. Neither the City's review, approval nor payment for any of the Services shall be construed to operate as a waiver of any rights under this Contract, and the Contractor shall be and will remain liable in accordance with applicable law for all damages to the City caused by the Contractor's negligent performance or nonperformance of any of the Services furnished under this Contract.
- 2.05 The Services shall be performed as set forth in Exhibit A, or at such other locations as are deemed appropriate by the City and the Contractor for the proper performance of the Services.
- 2.06 The City and the Contractor expressly acknowledge their mutual understanding and agreement that there are no third party beneficiaries to this Contract and that this Contract shall not be construed to benefit any persons other than the City and the Contractor.
- 2.07 It is understood that this Contract is not an exclusive services contract, that during the term of this Contract the City may contract with other firms, and that the Contractor is free to render the same or similar services to other clients, provided the rendering of such services does not affect the Contractor's obligations to the City in any way.

Article 3.
Contractor's Representations and Warranties

3.01 To induce the City to enter into this Contract, the Contractor represents and warrants that the Contractor is authorized to do business under the laws of the State of Michigan and is duly qualified to perform the Services as set forth in this Contract, and that the execution of this Contract is within the Contractor's authorized powers and is not in contravention of federal, state or local law.

3.02 The Contractor makes the following representations and warranties as to any Technology it may provide under this Contract:

- (a) That all Technology provided to the City under this Contract shall perform according to the specifications and representations set forth in Exhibit A and according to any other specifications and representations, including any manuals, provided by the Contractor to the City;
- (b) That the Contractor shall correct all errors in the Technology provided under this Contract so that such technology will perform according to Contractor's published specifications;
- (c) That the Contractor has the full right and power to grant the City a license to use the Technology provided pursuant to this Contract;
- (d) That any Technology provided by Contractor under this Contract is free of any software, programs or routines, commonly known as "disabling code," that are designed to cause such Technology to be destroyed, damaged, or otherwise made inoperable in the course of the use of the Technology;
- (e) That any Technology containing computer code and provided under this Contract is free of any known or reasonably discoverable computer program, code or set of instructions, commonly known as a "computer virus," that is not designed to be a part of the Work Product and that, when inserted into the computer's memory: (i) duplicates all or part of itself without specific user instructions to do so, or (ii) erases, alters or renders unusable any Technology with or without specific user instructions to do so, or (iii) that provide unauthorized access to the Technology and

- (f) That all Technology shall be delivered new and in original manufacturer's packaging and shall be fully warranted for repair or replacement during the term of this Contract as amended or extended.
- (g) That any Technology that it is provided to the City shall:
 - (1) Accurately recognize and process all time and date data including, but not limited to, daylight savings time and leap year data, and
 - (2) Use accurate same-century, multi-century, and similar date value formulas in its calculations, and use date data interface values that accurately reflect the correct time, date and century.

Article 4.

Contract Effective Date and Time of Performance

- 4.01 This Contract shall be approved by the required City departments, approved by the City Council, and signed by the City's Purchasing Director. The effective date of this Contract shall be the date upon which the Contract has been authorized by resolution of the City Council. The term of this Contract shall terminate on _____.
- 4.02 Prior to the approvals set forth in Section 4.01, the Contractor shall have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor, nor shall the City incur any liability to pay for any services rendered or to reimburse the Contractor for any expenditure, prior to such award and approvals.
- 4.03 The City and the Contractor agree that the commencement and duration of the Contractor's performance under this Contract shall be determined as set forth in Exhibit A.

Article 5.

Data To Be Furnished Contractor

5.01 Copies of all information, reports, records, and data as are existing, available, and deemed necessary by the City for the performance of the Services shall be furnished to the Contractor upon the Contractor's request. With the prior approval of the City, the Contractor will be permitted access to City offices during regular business hours to obtain any necessary data. In addition, the City will schedule appropriate conferences at convenient times with administrative personnel of the City for the purpose of gathering such data.

Article 6.

Contractor Personnel and Contract Administration

6.01 The Contractor represents that, at its own expense, it has obtained or will obtain all personnel and equipment required to perform the Services. It warrants that all such personnel are qualified and possess the requisite licenses or other such legal qualifications to perform the services assigned. If requested, the Contractor shall supply a résumé of the managerial staff or consultants it proposes to assign to this Contract, as well as a dossier on the Contractor's activities and major undertakings.

6.02 The City may interview the Contractor's managerial staff and other employees assigned to this Contract. The Contractor shall not use any managerial staff or other employees to whom the City objects and shall replace in an expedient manner those rejected by the City. The Contractor shall not replace any of the personnel working on this Contract with new personnel without the prior written consent of the City.

6.03 When the City deems it reasonable to do so, it may assign qualified City employees or others to work with the Contractor to complete the Services. Nevertheless, it is expressly understood and agreed by the parties that the Contractor shall remain ultimately responsible for the proper completion of the Services.

6.04 The relationship of the Contractor to the City is and shall continue to be that of an independent contractor and no liability or benefits, such as workers' compensation, pension rights or liabilities, insurance rights or liabilities, or other rights or liabilities arising out of or related to a contract for hire or employer/employee relationship shall arise or accrue to either party or either party's agent, Subcontractor or employee as a result of the performance of this Contract. No relationship other than that of independent contractor shall be implied between the parties or between either party's agents, employees or Subcontractors. The Contractor agrees to indemnify, defend, and hold the City harmless against any claim based in whole or in part on an allegation that the Contractor or any of its Associates qualify as employees of the City, and any related costs or expenses, including but not limited to legal fees and defense costs.

6.05 The Contractor warrants and represents that all persons assigned to the performance of this Contract shall be regular employees or independent contractors of the Contractor, unless otherwise authorized by the City. The Contractor's employees' daily working hours while working in or about a City of Detroit facility shall be the same as those worked by City employees working in the facility, unless otherwise directed by the City.

6.06 The Contractor shall comply with and shall require its Associates to comply with all security regulations and procedures in effect on the City's premises.

Article 7.
Compensation

7.01 Compensation for Services provided shall not exceed the amount of _____ Thousand and 00/100 Dollars (_____.____), inclusive of expenses, and will be paid in the manner set forth in Exhibit B. Unless this Contract is amended pursuant to Article 16, this amount shall be the entire compensation to which the Contractor is entitled for the performance of Services under this Contract.

7.02 Payment for Services provided under this Contract is governed by the terms of Ordinance No. 42-98, entitled "Prompt Payment of Vendors," being Sections 18-5-71 through 18-5-79 of the 1984 Detroit City Code.

The City employee responsible for accepting performance under this Contract is:

(Name)
(Title)
(Address)
Detroit, Michigan _____ (ZIP Code)
Telephone: (313) _____
Facsimile: (313) _____

The City employee from whom payment should be requested is:

(Name)
(Title)
(Address)
Detroit, Michigan _____ (ZIP Code)
Telephone: (313) _____
Facsimile: (313) _____

Article 8.

Maintenance and Audit of Records

8.01 The Contractor shall maintain full and complete Records reflecting all of its operations related to this Contract. The Records shall be kept in accordance with generally accepted accounting principles and maintained for a minimum of three (3) years after the Contract completion date.

8.02 The City and any government-grantor agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any agency deems necessary.

- (a) The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The City and any government-grantor agency providing funds for the Contract shall have this right of inspection. The Contractor shall provide copies of all Records to the City or to any such government-grantor agency upon request.
- (b) If in the course of such inspection the representative of the City or of another government-grantor agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.
- (c) Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.
- (d) Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount of this Contract, the Contractor shall pay the City's audit costs.
- (e) Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

8.03 The Contractor agrees to include the covenants contained in Sections 8.01 and 8.02 in any contract it has with any Subcontractor, consultant or agent whose services will be charged directly or indirectly to the City for Services performed pursuant to this Contract.

Article 9.
Indemnity

9.01 The Contractor agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses and expenses (including, without limitation, fees and expenses for attorneys, expert witnesses and other consultants) that may be imposed upon, incurred by, or asserted against the City or its departments, officers, employees, or agents by reason of any of the following occurring during the term of this Contract:

- (a) Any negligent or tortious act, error, or omission attributable in whole or in part to the Contractor or any of its Associates; and
- (b) Any failure by the Contractor or any of its Associates to perform their obligations, either express or implied, under this Contract; and
- (c) Any and all injury to the person or property of an employee of the City where such injury arises out of the Contractor's or any of its Associates performance of this Contract.

9.02 The Contractor shall examine all places where it will perform the Services in order to determine whether such places are safe for the performance of the Services. The Contractor undertakes and assumes all risk of dangerous conditions when not performing Services inside City offices. The Contractor also agrees to waive and release any claim or liability against the City for personal injury or property damage sustained by it or its Associates while performing under this Contract on premises that are not owned by the City.

9.03 In the event any action shall be brought against the City by reason of any claim covered under this Article 9, the Contractor, upon notice from the City, shall at its sole cost and expense defend the same.

9.04 The Contractor agrees that it is the Contractor's responsibility and not the responsibility of the City to safeguard the property that the Contractor or its Associates use while performing this Contract. Further, the Contractor agrees to hold the City harmless for any loss of such property used by any such person pursuant to the Contractor's performance under this Contract.

9.05 The indemnification obligation under this Article 9 shall not be limited by any limitation on the amount or type of damages, compensation, or benefits payable under workers' compensation acts or other employee benefit acts.

9.06 The Contractor agrees that this Article 9 shall apply to all claims, whether litigated or not, that may occur or arise between the Contractor or its Associates and the City and agrees to indemnify, defend and hold the City harmless against any such claims.

Article 10.

Insurance

10.01 During the term of this Contract, the Contractor shall maintain the following insurance, at a minimum and at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate

- (d) Automobile Liability Insurance \$1,000,000.00 combined single limit
(covering all owned, hired and for bodily injury and property damage
personal and property protection
insurance, including residual
liability insurance under Michigan
no fault insurance law)

10.02 The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured's ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

10.03 Each such policy shall contain the following cross-liability wording: "In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder."

10.04 All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.

10.05 The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.

10.06 If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of 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 insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.

10.07 All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without written notice to the City as required in the policy. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.

10.08 If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.

10.09 The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Article 11.

Default and Termination

11.01 This Contract shall remain in full force and effect until the end of its term unless otherwise terminated for cause or convenience according to the provisions of this Article 11.

11.02 The City reserves the right to terminate this Contract for cause. Cause is an event of default.

(a) An event of default shall occur if there is a material breach of this Contract, and shall include the following:

(1) The Contractor fails to begin work in accordance with the terms of this Contract; or

- (2) The Contractor, in the judgment of the City, is unnecessarily, unreasonably, or willfully delaying the performance and completion of the Work Product or Services; or
- (3) The Contractor ceases to perform under the Contract; or
- (4) The City is of the opinion that the Services cannot be completed within the time provided and that the delay is attributable to conditions within the Contractor's control; or
- (5) The Contractor, without just cause, reduces its work force on this Contract to a number that would be insufficient, in the judgment of the City, to complete the Services within a reasonable time, and the Contractor fails to sufficiently increase such work force when directed to do so by the City; or
- (6) The Contractor assigns, transfers, conveys or otherwise disposes of this Contract in whole or in part without prior approval of the City; or
- (7) Any City officer or employee acquires an interest in this Contract so as to create a conflict of interest; or
- (8) The Contractor violates any of the provisions of this Contract, or disregards applicable laws, ordinances, permits, licenses, instructions or orders of the City; or
- (9) The performance of the Contract, in the sole judgment of the City, is substandard, unprofessional, or faulty and not adequate to the demands of the task to be performed; or
- (10) The Contractor fails in any of the agreements set forth in this Contract; or
- (11) The Contractor ceases to conduct business in the normal course; or
- (12) The Contractor admits its inability to pay its debts generally as they become due.

- (b) If the City finds an event of default has occurred, the City may issue a Notice of Termination for Cause setting forth the grounds for terminating the Contract. Upon receiving a Notice of Termination for Cause, the Contractor shall have ten (10) calendar days within which to cure such default. If the default is cured within said ten (10) day period, the right of termination for such default shall cease. If the default is not cured to the satisfaction of the City, this Contract shall terminate on the thirtieth calendar day after the Contractor's receipt of the Notice of Termination for Cause, unless the City, in writing, gives the Contractor additional time to cure the default. If the default is not cured to the satisfaction of the City within the additional time allowed for cure, this Contract shall terminate for cause at the end of the extended cure period.

- (c) If, after issuing a Notice of Termination for Cause, the City determines that the Contractor was not in default, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued as a Notice of Termination for Convenience. Alternatively, in the City's discretion, the Notice of Termination for Cause may be withdrawn and the Contract, if terminated, may be reinstated.

- (d) The Contractor shall be liable to the City for any damages it sustains by virtue of the Contractor's breach or any reasonable costs the City might incur in enforcing or attempting to enforce this Contract. Such costs shall include reasonable fees and expenses for attorneys, expert witnesses and other consultants. However, if the Contractor makes a written offer prior to the initiation of litigation or arbitration, then the City shall not be entitled to such attorney fees unless the City declines the offer and obtains a verdict or judgment for an amount more than ten percent (10%) above the amount of the Contractor's last written offer prior to the initiation of litigation or arbitration. The City may withhold any payment(s) to the Contractor, in an amount not to exceed the amount claimed in good faith by the City to represent its damages, for the purpose of setoff until such time as the exact amount of damages due to the City from the Contractor is determined. It is expressly understood that the Contractor shall remain liable for any damages the City sustains in excess of any setoff.

- (e) The City's remedies outlined in this Article 11 shall be in addition to any and all other legal or equitable remedies permissible.

11.03 The City shall have the right to terminate this Contract at any time at its convenience by giving the Contractor five (5) business days written Notice of Termination for Convenience. As of the effective date of the termination, the City will be obligated to pay the Contractor the following: (a) the fees or commissions for Services completed and accepted in accordance with Exhibit A in the amounts provided for in Exhibit B; (b) the fees for Services performed but not completed prior to the date of termination in accordance with Exhibit A in the amounts set forth in the Contractor's rate schedule as provided in Exhibit B; and (c) the Contractor's costs and expenses incurred prior to the date of the termination for items that are identified in Exhibit B. The amount due to the Contractor shall be reduced by payments already paid to the Contractor by the City. In no event shall the City pay the Contractor more than maximum price, if one is stated, of this Contract.

11.04 After receiving a Notice of Termination for Cause or Convenience, and except as otherwise directed by the City, the Contractor shall:

- (a) Stop work under the Contract on the date and to the extent specified in the Notice of Termination;
- (b) Obligate no additional Contract funds for payroll costs and other costs beyond such date as the City shall specify, and place no further orders on subcontracts for material, services, or facilities, except as may be necessary for completion of such portion of the Services under this Contract as is not terminated;
- (c) Terminate all orders and subcontracts to the extent that they relate to the portion of the Services terminated pursuant to the Notice of Termination;
- (d) Preserve all Records and submit to the City such Records and reports as the City shall specify, and furnish to the City an inventory of all furnishings, equipment, and other property purchased for the Contract, if any, and carry out such directives as the City may issue concerning the safeguarding or disposition of files and property; and

- (e) Submit within thirty (30) days a final report of receipts and expenditures of funds relating to this Contract, and a list of all creditors, Subcontractors, lessors and other parties, if any, to whom the Contractor has become financially obligated pursuant to this Contract.

11.05 After termination of the Contract, each party shall have the duty to assist the other party in the orderly termination of this Contract and the transfer of all rights and duties arising under the Contract, as may be necessary for the orderly, un-disrupted continuation of the business of each party.

Article 12.
Assignment

12.01 The Contractor shall not assign, transfer, convey or otherwise dispose of any interest whatsoever in this Contract without the prior written consent of the City; however, claims for money due or to become due to the Contractor may be assigned to a financial institution without such approval. Notice of any assignment to a financial institution or transfer of such claims of money due or to become due shall be furnished promptly to the City. If the Contractor assigns all or any part of any monies due or to become due under this Contract, the instrument of assignment shall contain a clause stating that the right of the assignee to any monies due or to become due shall be subject to prior liens of all persons, firms, and corporations for Services rendered or materials supplied for the performance of the Services called for in this Contract.

Article 13.
Subcontracting

13.01 None of the Services covered by this Contract shall be subcontracted without the prior written approval of the City and, if required, any grantor agency. The City reserves the right to withhold approval of subcontracting such portions of the Services where the City determines that such subcontracting is not in the City's best interests.

13.02 Each subcontract entered into shall provide that the provisions of this Contract shall apply to the Subcontractor and its Associates in all respects. The Contractor agrees to bind each Subcontractor and each Subcontractor shall agree to be bound by the terms of the Contract insofar as applicable to the work or services performed by that Subcontractor.

13.03.1The Contractor and the Subcontractor jointly and severally agree that no approval by the City of any proposed Subcontractor, nor any subcontract, nor anything in the Contract, shall create or be deemed to create any rights in favor of a Subcontractor and against the City, nor shall it be deemed or construed to impose upon the City any obligation, liability or duty to a Subcontractor, or to create any contractual relation whatsoever between a Subcontractor and the City.

13.04 The provisions contained in this Article 13 shall apply to subcontracting by a Subcontractor of any portion of the work or services included in an approved subcontract.

13.05 The Contractor agrees to indemnify, defend, and hold the City harmless against any claims initiated against the City pursuant to any subcontracts the Contractor enters into in performance of this Contract. The City's approval of any Subcontractor shall not relieve the Contractor of any of its responsibilities, duties and liabilities under this Contract. The Contractor shall be solely responsible to the City for the acts or defaults of its Subcontractors and of each Subcontractor's Associates, each of whom shall for this purpose be deemed to be the agent or employee of the Contractor.

Article 14.

Conflict of Interest

14.01 The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, that 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 by it.

14.02 The Contractor further covenants that no officer, agent, or employee of the City and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or performance of this Contract has any personal or financial interest, direct or indirect, in this Contract or in its proceeds, whether such interest arises by way of a corporate entity, partnership, or otherwise.

14.03 The Contractor warrants (a) that it has not employed and will not employ any person to solicit or secure this Contract upon any agreement or arrangement for payment of a commission, percentage, brokerage fee, or contingent fee, other than bona fide employees working solely for the Contractor either directly or indirectly, and (b) that if this warranty is breached, the City may, at its option, terminate this Contract without penalty, liability or obligation, or may, at its option, deduct from any amounts owed to the Contractor under this Contract any portion of any such commission, percentage, brokerage, or contingent fee.

14.04 The Contractor covenants not to employ an employee of the City for a period of one (1) year after the date of termination of this Contract without written City approval.

Article 15.

Confidential Information

15.01 In order that the Contractor may effectively fulfill its covenants and obligations under this Contract, it may be necessary or desirable for the City to disclose confidential and proprietary information to the Contractor or its Associates pertaining to the City's past, present and future activities. Since it is difficult to separate confidential and proprietary information from that which is not, the Contractor shall regard, and shall instruct its Associates to regard, all information gained as confidential and such information shall not be disclosed to any organization or individual without the prior consent of the City. The above obligation shall not apply to information already in the public domain or information required to be disclosed by a court order.

15.02 The Contractor agrees to take appropriate action with respect to its Associates to ensure that the foregoing obligations of non-use and non-disclosure of confidential information shall be fully satisfied.

Article 16.
Compliance With Laws

- 16.01 The Contractor shall comply with and shall require its Associates to comply with all applicable federal, state and local laws.
- 16.02 The Contractor shall hold the City harmless with respect to any damages arising from any violation of law by it or its Associates. The Contractor shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Contractor shall require as part of any subcontract that the Subcontractor comply with all applicable laws and regulations.

Article 17.
Amendments

- 17.01 The City may consider it in its best interest to change, modify or extend a covenant, term or condition of this Contract or require the Contractor to perform Additional Services that are not contained within the Scope of Services as set forth in Exhibit A. Any such change, addition, deletion, extension or modification of Services may require that the compensation paid to the Contractor by the City be proportionately adjusted, either increased or decreased, to reflect such modification. If the City and the Contractor mutually agree to any changes or modification of this Contract, the modification shall be incorporated into this Contract by written Amendment.
- 17.02 Compensation shall not be modified unless there is a corresponding modification in the Services sufficient to justify such an adjustment. If there is any dispute as to compensation, the Contractor shall continue to perform the Services under this Contract until the dispute is resolved.
- 17.03 No Amendment to this Contract shall be effective and binding upon the parties unless it expressly makes reference to this Contract, is in writing, is signed and acknowledged by duly authorized representatives of both parties, is approved by the appropriate City departments and the City Council, and is signed by the Purchasing Director.

17.04 The City shall not be bound by Unauthorized Acts of its employees, agents, or representatives with regard to any dealings with the Contractor and any of its Associates.

Article 18.
Fair Employment Practices

18.01 The Contractor shall comply with, and shall require any Subcontractor to comply with, all federal, state and local laws governing fair employment practices and equal employment opportunities.

18.02 The Contractor agrees that it shall, at the point in time it solicits any subcontract, notify the potential Subcontractor of their joint obligations relative to non-discrimination under this Contract, and shall include the provisions of this Article 18 in any subcontract, as well as provide the City a copy of any subcontract upon request.

18.03 Breach of the terms and conditions of this Article 18 shall constitute a material breach of this Contract and may be governed by the provisions of Article 11, "Default and Termination."

Article 19.
Notices

19.01 All notices, consents, approvals, requests and other communications ("Notices") required or permitted under this Contract shall be given in writing, mailed by postage prepaid, certified or registered first-class mail, return receipt requested, and addressed as follows:

If to the _____ Department on behalf of the City:

City of Detroit
Department of _____

Detroit, MI _____
Attention: Mr./Ms. _____

If to the Contractor:

Attention: Mr./Ms. _____

19.02 All Notices shall be deemed given on the day of mailing. Either party to this Contract may change its address for the receipt of Notices at any time by giving notice of the address change to the other party. Any Notice given by a party to this Contract must be signed by an authorized representative of such party.

19.03 The Contractor agrees that service of process at the address and in the manner specified in this Article 19 shall be sufficient to put the Contractor on notice of such action and waives any and all claims relative to such notice.

Article 20.

Proprietary Rights and Indemnity

20.01 The Contractor shall not relinquish any proprietary rights in its intellectual property (copyright, patent, and trademark), trade secrets or confidential information as a result of the Services provided under this Contract. Any Work Product provided to the City under this Contract shall not include the Contractor's proprietary rights, except to the extent licensed to the City.

20.02 The City shall not relinquish any of its proprietary rights, including, but not limited to, its data, privileged or confidential information, or methods and procedures, as a result of the Services provided under this Contract.

20.03 The parties acknowledge that should the performance of this Contract result in the development of new proprietary and secret concepts, methods, techniques, processes, adaptations, discoveries, improvements and ideas ("Discoveries"), and to the extent said Discoveries do not include modifications, enhancements, configurations, translations, derivative works, and interfaces from the Contractor's intellectual property, trade secrets or confidential information, said Discoveries shall be deemed "Work(s) for Hire" and shall be promptly reported to the City and shall belong solely and exclusively to the City without regard to their origin, and the Contractor shall not, other than in the performance of this Contract, make use of or disclose said Discoveries to anyone. At the City's request, the Contractor shall execute all documents and papers and shall furnish all reasonable assistance requested in order to establish in the City all right, title and interest in said Discoveries or to enable the City to apply for United States patents or copyrights for said Discoveries, if the City elects to do so.

20.04 Any Work Product provided by the Contractor to the City under this Contract shall not be disclosed, published, copyrighted or patented, in whole or in part, by the Contractor. The right to the copyright or patent in such Work Product shall rest exclusively in the City. Further, the City shall have unrestricted and exclusive authority to publish, disclose, distribute and otherwise use, in whole or in part, any of the Work Product. If Work Product is prepared for publication, it shall carry the following notation on the front cover or title page: "This document was prepared for, and is the exclusive property of, the City of Detroit, Michigan, a municipal corporation."

20.05 The Contractor warrants that the performance of this Contract shall not infringe upon or violate any patent, copyright, trademark, trade secret or proprietary right of any third party. In the event of any legal action related to the above obligations of the Contractor filed by a third party against the City, the Contractor shall, at its sole expense, indemnify, defend and hold the City harmless against any loss, cost, expense or liability arising out of such claim, whether or not such claim is successful.

20.06 The making of payments, including partial payments by the City to the Contractor, shall vest in the City title to, and the right to take possession of, all Work Product produced by the Contractor up to the time of such payments, and the City shall have the right to use said Work Product for public purposes without further compensation to the Contractor or to any other person.

20.07 Upon the completion or other termination of this Contract, all finished or unfinished Work Product prepared by the Contractor shall, at the option of the City, become the City's sole and exclusive property whether or not in the Contractor's possession. Such Work Product shall be free from any claim or retention of rights on the part of the Contractor and shall promptly be delivered to the City upon the City's request. The City shall return all of the Contractor's property to it. The Contractor acknowledges that any intentional failure or unreasonable delay on its part to deliver the Work Product to the City will cause irreparable harm to the City not adequately compensable in damages and for which the City has no adequate remedy at law. The Contractor accordingly agrees that the City may in such event seek and obtain injunctive relief in a court of competent jurisdiction to compel delivery of the Work Product, to which injunctive relief the Contractor consents, as well as seek and obtain all applicable damages and costs. The City shall have full and unrestricted use of the Work Product for the purpose of completing the Services.

Article 21.
Force Majeure

21.01 No failure or delay in performance of this Contract, by either party, shall be deemed to be a breach thereof when such failure or delay is caused by a force majeure event including, but not limited to, any Act of God, strikes, lockouts, wars, acts of terrorism, riots, epidemics, explosions, sabotage, breakage or accident to equipment, the binding order of any court or governmental authority, or any other cause, whether of the kind herein enumerated or otherwise, not within the control of a party. In the event of a dispute between the parties with regard to what constitutes a force majeure event, the City's reasonable determination shall be controlling.

Article 22.
Waiver

22.01 The City shall not be deemed to have waived any of its rights under this Contract unless such waiver is in writing and signed by the City.

22.02 No delay or omission on the part of the City in exercising any right shall operate as a waiver of such right or any other right. A waiver on any one (1) occasion shall not be construed as a waiver of any right on any future occasion.

22.03 No failure by the City to insist upon the strict performance of any covenant, agreement, term or condition of this Contract or to exercise any right, term or remedy consequent upon its breach shall constitute a waiver of such covenant, agreement, term, condition, or breach.

Article 23.
Miscellaneous

23.01 If any provision of this Contract or its application to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Contract shall not be affected and shall remain valid and enforceable to the fullest extent permitted by law.

23.02 This Contract contains the entire agreement between the parties and all prior negotiations and agreements are merged into this Contract. Neither the City nor the City's agents have made any representations except those expressly set forth in this Contract, and no rights or remedies are, or shall be, acquired by the Contractor by implication or otherwise unless expressly set forth in this Contract. The Contractor waives any defense it may have to the validity of the execution of this Contract.

23.03 Unless the context otherwise expressly requires, the words "herein," "hereof," and "hereunder," and other words of similar import, refer to this Contract as a whole and not to any particular section or subdivision.

23.04 The headings of the sections of this Contract are for convenience only and shall not be used to construe or interpret the scope or intent of this Contract or in any way affect the same.

23.05 This Contract and all actions arising under it shall be governed by, subject to, and construed according to the law of the State of Michigan. The Contractor agrees, consents and submits to the exclusive personal jurisdiction of any state or federal court of competent jurisdiction in Wayne County, Michigan, for any action arising out of this Contract. The Contractor also agrees that it shall not commence any action against the City because of any matter whatsoever arising out of or relating to the validity, construction, interpretation and enforcement of this Contract in any state or federal court of competent jurisdiction other than one in Wayne County, Michigan.

- 23.06 If any Associate of the Contractor shall take any action that, if done by a party, would constitute a breach of this Contract, the same shall be deemed a breach by the Contractor.
- 23.07 The rights and remedies set forth in this Contract are not exclusive and are in addition to any of the rights or remedies provided by law or equity.
- 23.08 For purpose of the hold harmless and indemnity provisions contained in this Contract, the term "City" shall be deemed to include the City of Detroit and all other associated, affiliated, allied or subsidiary entities or commissions, now existing or subsequently created, and their officers, agents, representatives, and employees.
- 23.09 The Contractor covenants that it is not, and shall not become, in arrears to the City upon any contract, debt, or other obligation to the City including, without limitation, real property, personal property and income taxes, and water, sewage or other utility bills.
- 23.10 This Contract may be executed in any number of originals, any one of which shall be deemed an accurate representation of this Contract. Promptly after the execution of this Contract, the City shall provide a copy to the Contractor.
- 23.11 As used in this Contract, the singular shall include the plural, the plural shall include the singular, and a reference to either gender shall be applicable to both.
- 23.12 The rights and benefits under this Contract shall inure to the City of Detroit and its agents, successors, and assigns.
- 23.13 The City shall have the right to recover by setoff from any payment owed to the Contractor all delinquent withholding, income, corporate and property taxes owed to the City by the Contractor, any amounts owed to the City by the Contractor under this Contract or other contracts, and any other debt owed to the City by the Contractor.

(Signatures appear on next page)

The City and the Contractor, by and through their duly authorized officers and representatives, have executed this Contract as follows:

Witnesses:

Contractor:

1. _____
Name

By: _____
Name

2. _____
Name

Its: _____
Title

Witnesses:

City of Detroit

_____ Department:

1. _____
Name

By: _____
Name

2. _____
Name

Its: _____
Title

THIS CONTRACT WAS APPROVED
BY THE CITY COUNCIL ON:

Date

Purchasing Director Date

APPROVED BY LAW DEPARTMENT
PURSUANT TO § 6-406 OF THE
CHARTER OF THE CITY OF DETROIT

Corporation Counsel Date

**THIS CONTRACT IS NOT VALID OR AUTHORIZED UNTIL APPROVED BY
RESOLUTION OF THE CITY COUNCIL AND SIGNED BY THE PURCHASING
DIRECTOR.**

EXHIBIT A

SCOPE OF SERVICES

I. Notice to Proceed

The term of this Contract shall begin on _____, 20____ and shall terminate on _____, 20____. The Contractor shall commence performance of this Contract upon receipt of a written "Notice to Proceed" from the City and in the manner specified in the Notice to Proceed.

II. Services to be Performed

Project Description

Project Objective

Project Schedule

Project Materials

Project Coordination

Project Location

Project Deliverables

EXHIBIT B

FEE SCHEDULE

I. General

(a) The Contractor shall be paid for those Services performed pursuant to this Contract a maximum amount of _____ Thousand and 00/100 Dollars (_____), for the term of this Contract as set forth in Exhibit A, Scope of Services.

(b) Payment for the proper performance of the Services shall be contingent upon receipt by the City of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Each invoice must be received by the City not more than thirty (30) days after the close of the calendar month in which the services were rendered and must be signed by an authorized officer or designee of the Contractor.

II. Project Fees

III. Project Billing

CITY OF DETROIT

ACCOUNTS RECEIVABLE CLEARANCE APPLICATION
2 WOODWARD AVENUE, SUITE 105, COLEMAN A YOUNG MUNICIPAL CENTER
REVENUE COLLECTIONS UNIT (313) 224-4087 / FAX: 224-4238 / RevenueCollections@DetroitMi.gov

SECTION A: BUSINESS LICENSE BUDGET CITY COUNCIL DDOT DPW FINANCE FIRE HEALTH
 HUMAN RIGHTS LAW MAYOR OMBUDSMAN PLANNING & DEVELOPMENT POLICE PURCHASING
 RECREATION WATER & SEWAGE OTHER

ADDRESS OF DEPARTMENT _____

DATE SENT _____ CONTACT PERSON _____

PHONE NUMBER _____ FAX NUMBER _____ EMAIL _____

CONTRACT AMOUNT \$ _____

SECTION B: CORPORATION LICENSE TYPE _____

CORPORATION NAME _____

ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE

CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER _____

OTHER CITY-OWNED PROPERTY PARCELS _____

CONTACT PERSON _____ PHONE NUMBER _____ EMAIL ADDRESS _____

SECTION C: PARTNERSHIP LICENSE TYPE _____

BUSINESS NAME _____

BUSINESS ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE

CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER _____

A: PARTNER'S NAME _____ PHONE NUMBER _____

HOME ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE

DRIVER'S LICENSE # _____ OTHER CITY-OWNED PROPERTY PARCELS _____

B. PARTNER'S NAME _____ PHONE NUMBER _____

HOME ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE

DRIVER'S LICENSE # _____ OTHER CITY-OWNED PROPERTY PARCELS _____

CONTACT PERSON _____ PHONE NUMBER _____ EMAIL ADDRESS _____

SECTION D: SOLE PROPRIETORSHIP LICENSE TYPE _____

BUSINESS NAME _____

BUSINESS ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE

CITY PERSONAL PROPERTY NUMBER _____ FID / EIN NUMBER _____

OWNER'S NAME _____ DRIVER'S LICENSE # _____ PHONE NUMBER _____

HOME ADDRESS _____ CITY/STATE/ZIP _____ OWN LEASE

OTHER CITY-OWNED PROPERTY PARCELS _____

EMAIL ADDRESS _____

SECTION E: PERSONAL SERVICES

NAME _____ ADDRESS _____ OWN LEASE

CITY/STATE/ZIP _____

PHONE NUMBER _____ DRIVER LICENSE # _____

OTHER PROPERTY ADDRESSES OWNED IN WITHIN DETROIT _____

SOCIAL SECURITY NUMBER _____ EMAIL ADDRESS _____

FOR TREASURY COLLECTION USE ONLY:

<input type="checkbox"/> APPROVED	<input type="checkbox"/> DENIED	<input type="checkbox"/> DENIED WITH ATTACHMENTS
SIGNATURE _____	DATE _____	CLEARANCE VALID UNTIL _____



REQUEST FOR INCOME TAX CLEARANCE

REQUESTING DEPARTMENT/DIVISION: _____

E-MAIL ADDRESS: _____

CONTACT NAME: _____ PHONE: _____ FAX: _____

Type of Clearance: New Renewal (Please submit 30 days prior to submitting bid or expiration date)

<p>To: A. City of Detroit Income Tax Division Coleman A. Young Municipal Center 2 Woodward Avenue, Ste. 1220 Detroit, MI 48226</p> <p>Phone: (313) 224-3328 or 224-3329 Fax: (313) 224-4588</p>	<p>For: Individual or Company Name _____</p> <p>Address _____</p> <p>_____</p> <p>City _____</p> <p>State _____ Zip Code _____</p> <p>Telephone _____ Fax # _____</p> <p>E-mail Address _____</p>
---	---

B. Name of Chief Financial Officer/Authorized Contact Person (include address if different from above)	Telephone # _____
	Fax # _____
Employer Identification or Social Security Number	Spouse Social Security Number

Nature of Contract _____ **BID CONTRACT AMOUNT (if known):**
Labor: \$ _____ **Material: \$** _____

_____ **Contract # (if known)** _____

C. ALL QUESTIONS MUST BE ANSWERED TO EXPEDITE APPROVAL PROCESS. ANY QUESTION NOT ANSWERED MAY RESULT IN A DENIAL OF INCOME TAX CLEARANCE.

Check One: Individual Corporation Partnership Estate & Trust

INDIVIDUALS ANSWER QUESTIONS 1,2,3,4.

1. Have you filed joint returns with spouse during the last seven (7) years? (If yes, include spouse SSN above) Yes No
2. Are you a student, and/or claimed as a dependent on someone else's tax return? Yes No
3. Were you employed in the City of Detroit during the last seven (7) years? Yes No
4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No
6. Will the company have employees working in Detroit? Yes No
7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____
<input type="checkbox"/> Yes	<input type="checkbox"/> No	Signature _____	Date _____	Expires _____

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT: www.detroitmi.gov

NOTE: An approved Income Tax Certificate may be used in multiple city wide departments that require a bid. Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

REVISED 7-12-2012
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of _____, (hereinafter "Contractor"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under City Code, Ordinance No. 27-2-12.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to City Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No.: (if applicable) _____

Duration of Covenant _____ to _____

Printed Name of Contractor/Organization _____
(Type or Print Legibly)

Contractor Address _____
(City) (State) (Zip)

Contractor Phone/E-mail _____
(Phone) / (E-mail)

Printed Name & Title of Authorized Representative _____

Signature of Authorized Representative: _____

Date: _____

*** This document MUST be notarized ***

Signature of Notary: _____

Printed Name of Seal of Notary: _____

My Commission Expires: ____/____/____

FOR CONTRACTING DEPARTMENT USE ONLY:	
Date Rec'd: ____/____/____	Received by: _____ TITLE: _____

Please fax a COPY of the notarized Covenant and Award Letter to the Human Rights Department (313) 224-3434

Hiring Policy Compliance Affidavit

I, _____, being duly sworn, state that I am the _____
_____ of _____
Title Name of Bidder Corporation or Other Business Entity

and that I have reviewed the hiring policies of this employer. I affirm that these policies are in compliance with the requirements of Article V, Division 6 of the Detroit City Code of 1984, being Sections 18-5-81 through 18-5-86 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, I attach a copy of the application form that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

SIGNED,

Title: _____ Date: _____

STATE OF _____)
COUNTY OF _____) SS

The foregoing Affidavit was acknowledged before me the _____ day of _____, 20____,
by _____.

Notary Public, County of _____

State of _____

My commission expires: _____

CORPORATION CERTIFICATE OF AUTHORITY

I, _____, Corporate Secretary of
(name of corporate secretary)
_____, a _____, a _____
(complete name of corporation) (state of incorporation)

(non-profit or for profit) corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors
duly called and held on _____, and that the same is now in full force and effect:
(date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and
the Secretary and each of them, is authorized to execute and deliver, in the name of and
on behalf of the Corporation and under its corporate seal or otherwise, any agreement or
other instrument or document ('Contract') in connection with any matter or transaction
that shall have been duly approved; and the execution and delivery of any Contract by
any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____ is Chairman,
_____ is President,
_____ is (are) Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of the
Corporation are authorized to execute and commit the Corporation to the conditions, obligations,
stipulations and undertakings contained in the foregoing Contract between the City and the
above-referenced Corporation and that all necessary corporate approvals have been obtained in
relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20 _____.
CORPORATE SEAL
(if any)

Corporation Secretary

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF
YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS
PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON
BEHALF OF THE CORPORATION.**

LIMITED LIABILITY COMPANY

CERTIFICATE OF AUTHORITY

I, _____, a Manager or Member of
(name of manager)

_____, L.L.C., a limited liability company (the "Company"), **DO HEREBY**
(name of company)

CERTIFY that I am a Manager or Member of the Company who has the authority to act as an agent of the Company in executing this Certificate of Authority. I further certify that the following individuals are Managers or Members of the Company who have the authority to execute and commit the Company to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the Company:

FURTHER, I CERTIFY that all necessary approvals by the Managers or Members of the Company have been obtained with respect to the execution of said Contract.

IN WITNESS THEREOF, I have set my hand this ____ day of _____, 20 ____.

COMPANY SEAL
(if any)

Manager or Member

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR LIMITED LIABILITY COMPANY MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE LIMITED LIABILITY COMPANY.

**PARTNERSHIP
CERTIFICATE OF AUTHORITY**

I, _____, a General Partner in _____,
(name of general partner) (complete name of partnership)

a _____ County, _____ Partnership (the "Partnership")
(county of registration) (state in which county lies)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant to a Partnership Agreement dated _____, and that the following is a true and correct excerpt from the minutes of the meeting of the General Partnership held on _____ and that the same is now in full force and effect:

"RESOLVED, that each General Partner is authorized to execute and deliver, in the name and on behalf of the Partnership, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by a general partner shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that the following persons are General Partners:

FURTHER, I CERTIFY that any of the aforementioned General Partners of the Partnership are authorized to execute and commit the Partnership to the conditions, obligations, stipulations and undertakings contained in the foregoing Contract between the City and the above-referenced partnership and that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20 ____.
CORPORATE SEAL
(if any)

General Partner

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR PARTNERSHIP MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE PARTNERSHIP.

**UNINCORPORATED ASSOCIATION
CERTIFICATE OF AUTHORITY**

I, _____, Secretary of _____,
(name of association secretary) (complete name of association)

an unincorporated association (the "Association"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on _____, and that the same is now in full force and effect:
(date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of and on behalf of the Association and under its Association seal or otherwise, any agreement or other instrument or document ('Contract') in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____ is Chairman,
_____ is President,
_____ is (are) Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers of the Association are authorized to execute or guarantee and commit the Association to the conditions, obligations, stipulations, and undertakings contained in the foregoing Contract between the City and the above-referenced Association and that all necessary Association approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20 ____.
CORPORATE SEAL
(if any)

Association Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR ASSOCIATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE ASSOCIATION.



CITY OF DETROIT FINANCE DEPARTMENT PURCHASING DEPARTMENT PO SUPPLIER APPLICATION

ALL INFORMATION SHOULD BE TYPED OR PRINTED AND RETURNED TO PURCHASING 1008 CAYMC, DETROIT, MI 48226 313 224-4600.
OR E-MAIL TO: Purchasing@detroitmi.gov

<input type="checkbox"/> NEW APPLICATION <input type="checkbox"/> CHANGE (EXPLAIN IN COMMENTS P.2) SUPPLIER NO. _____	<input type="checkbox"/> TO BE COMPLETED BY USING AGENCY (COMPLETE SECTIONS A, B & C ONLY) AGENCY PHONE# _____ PRINT REQUESTOR NAME _____ AUTHORIZED SIGNATURE _____	AGENCY NAME _____ W-9 ENCLOSED? <input type="checkbox"/> http://www.irs.gov/foia_pubs/forms.html W-9 NOT ENCLOSED? <input type="checkbox"/> (SEE SECTION C.3 OF THIS FORM)
---	---	--

SECTION A - PRIMARY BUSINESS INFORMATION (THIS SECTION MUST BE COMPLETED)

BUSINESS NAME					
ADDRESS: (PLEASE ENTER FOR ALL CORRESPONDENCE)				ADDRESS: (PLEASE ENTER FOR PAY ONLY)	
CITY	STATE	ZIP	CITY	STATE	ZIP
COUNTRY			COUNTRY		
PHONE NUMBER			PHONE NUMBER		
FAX NUMBER			FAX NUMBER		
CONTACT NAME			CONTACT NAME		
E-MAIL ADDRESS			E-MAIL ADDRESS		

SECTION B - SUPPLIER'S NIGP COMMODITY CLASS (IDENTIFY EQUIPMENT, SUPPLIES, AND/OR SERVICES ON WHICH YOU DESIRE TO QUOTE FROM THE ATTACHED NIGP COMMODITY CLASS LISTING. A SECOND MAILING WILL BE SENT TO FURTHER IDENTIFY THE NIGP COMMODITY CODE LISTING)

SELECT THE APPROPRIATE CODES FROM THE ATTACHED NIGP COMMODITY CLASS LIST

SECTION C - BUSINESS OWNERSHIP

<input type="checkbox"/> CORPORATION <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETOR/INDIVIDUAL	FEDERAL TAX ID _____ SSN _____	1099 SUPPLIER? <input type="checkbox"/> YES <input type="checkbox"/> NO ARE YOU A HEALTH CARE SUPPLIER OR HEALTH CARE VENDOR? <input type="checkbox"/> YES <input type="checkbox"/> NO
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SECTION D - BUSINESS ACKNOWLEDGMENT OF TERMS & AUTHORIZED SIGNATURE (TO BE COMPLETED BY SUPPLIER ONLY)

1. I certify that the information supplied (including all pages attached) is correct and that neither the applicant nor any person or concern associated with the applicant as a principal or officer, so far as is known, is now debarred or otherwise declared ineligible by any government agency from bidding for furnishing materials, supplies, services, or construction to or for any government agency.
2. That it is this firm's responsibility to update this data when changes occur and failure to do so may result in non-receipt of information for the City's requirements.
3. I understand that I must submit a completed IRS Form W-9 with this application in order to register my business with the city and receive full consideration for awards and receive prompt payment for all invoices submitted.

SIGNATURE _____	TITLE _____	DATE _____
PURCHASING INTERNAL USE ONLY		
SUPPLIER NUMBER	DATE ENTERED	BY _____

Additional Site Address

ADDITIONAL ADDRESS			
ADDRESS: ((CHECK FOR RFD ONLY))			
RFD <input type="checkbox"/>			
ADDRESS			
CITY		STATE	ZIP
COUNTRY			
PHONE NUMBER			
FAX NUMBER			
CONTACT NAME			
E-MAIL ADDRESS			
ADDITIONAL COMMODITY CODES			
SELECT THE APPROPRIATE CODES FROM THE ATTACHED NIGP COMMODITY CLASS LIST			
_____	_____	_____	_____
_____	_____	_____	_____

Comments:

Use this space to explain reason for revisions or changes to an existing supplier. Ex. Name change (requires additional forms to be filled out, please see instructions on separate document) or address change (please indicate whether it is an additional address or new address).

THIS PAGE MAY BE PHOTOCOPIED