CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION
1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313 • 224 • 4600
FAX 313 • 224 • 4374

PLEASE RETURN THIS FORM even though you cannot submit a bid and state your reason. Your name may be removed from the mailing list for failure to bid and/or failure to state reasons for not submitting a bid.

Request for Quotation

RFQ NUMBER	REVISION	PAGE
50296		1

THE ABOVE NUMBER MUST APPEAR ON ALL CORRESPONDENCE

SHIP TO

see release for actual agenc
Detroit, MI 48226
US

BILL TO

Coleman A Young Municipal Ce
2 Woodward Avenue
Ste 642
Detroit, MI 48226
US

SUPPLIER

COPY
,

SUPPLIER NO.	DATE OF REQUEST	REVISED DATE/BUYER
1015464	19-MAR-15	20-MAR-15 H Hughes
PAYMENT TERMS	**SHIP VIA**	**F.O.B.**
	Lowest Cost Carrier	Delivered
FREIGHT TERMS	**QUOTE VIA**	**CONFIRM TO / TELEPHONE**
Account of Seller	Sealed Bid	
DUE DATE		**QUOTE INFORMATION VALID**
02-APR-15		FROM 02-APR-15 TO 01-JUL-15

LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX

BIDDERS MUST SUBMIT AN ORIGINAL AND ONE COPY OF THE BID QUOTATION/PROPOSAL****

THIS IS A BLANKET CONTRACT FOR A PERIOD OF THREE (3) YEARS WITH TWO (1) YEAR RENEWAL OPTIONS

THIS IS A FORMAL SOLICITATION. BIDS MUST BE SUBMITTED ON OR BEFORE 2:00 P.M. APRIL 2, 2015 BIDS WILL BE OPENED AND RECORDED AT 2:30 PM. ON APRIL 2, 2015 IN ROOM 1008 COLEMAN A. YOUNG MUNICIPAL CENTER 2 WOODWARD AVENUE, DETROIT, MI 48226.

FURNISH : THE CITY OF DETROIT DEPARTMENT OF FIRE DEPARTMENT WITH A THREE (3) CONTRACT FOR SERVICE , PARTS, REPAIR AND LABOR FOR PIERCE FIRE ENGINES IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS ANY ADDITIONAL QUESTIONS PLEASE SEND TO hughesho@detroitmi.gov

THE FOLLOWING DOCUMENTS ARE ATTACHED TO THIS RFQ AND ARE APART THEREOF:

1. SECURITY PAGE (1 PAGE)
2. SIGNATURE PAGE (1 PAGE
3. STATEMENT OF NO BID (1 PAGE)
4. STANDARD PARAGRAPHS (4 PAGES)
5. SPECIFICATIONS (4 PAGES)
6. GENERAL CONDITIONS (4 PAGES)
7. SPECIAL CONDITIONS (5 PAGE
8. CLEARANCES (4 PAGES)
9. SLAVERY ORDINANCE (2 PAGES)
10. SLAVERY AFFIDAVIT (1 PAGE)
12. EQUALIZATION ELIGIBILITY FORM (1 PAGE)
13. EQUALIZATION AFFIDAVIT (2 PAGES)

This Is Not An Order

Do Not Detach — Return All Papers

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FINANCE DEPARTMENT
PURCHASING DIVISION
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MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
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Request for Quotation

RFQ NUMBER	REVISION	PAGE
50296		2

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LINE	ITEM NUMBER / DESCRIPTION	DELIVERY DATE	QUANTITY	UNIT	UNIT PRICE	EXTENSION	TAX
	14. HIRING POLICY COMPLIANCE (1 PAGE) 13. HIRING POLICY COMPLIANCE AFFIDAVIT (1 PAGE) 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. IF THIS RFQ PACKAGE DOES NOT CONTAIN ALL OF THE ITEMS REFERENCED ABOVE PLEASE CONTACT THE PURCHASING DIVISION HOWARD HUGHES @ 313-224-4617.						

This Is Not An Order

Do Not Detach — Return All Papers

CITY OF DETROIT
FINANCE DEPARTMENT
PURCHASING DIVISION

1008 COLEMAN A. YOUNG
MUNICIPAL CENTER
DETROIT, MICHIGAN 48226
PHONE 313 • 224 • 4600
FAX 313 • 628 • 1160

For Personal or Delivery Service delivery of quotations:

The Coleman A. Young Municipal Center has increased its security measures at all points of entry and exit of the building. Please allow ample time to pass through the security checkpoints to allow for the timely submission of your bid. A list of items not allowed in the building is listed below for your information. For delivery by a service or individual other than the bidder, it is the responsibility of the bidder to inform the service or individual of the City of Detroit's security policy.

NOTICE
COLEMAN A. YOUNG MUNICIPAL CENTER
PROHIBITED ITEMS

Listed below are items that are STRICTLY PROHIBITED in the Coleman A. Young Municipal Center. Your cooperation in this matter is appreciated. Your non-cooperation may result in items being confiscated and possible criminal prosecution under applicable statutes or ordinances.

METAL OR RATTAIL COMBS
All KNIVES, INCL. PEN KNIVES
BULLETS (or anything similar)
RAZORS OR RAZOR BLADES
SPIKES
SCREWDRIVERS, TOOLS, ETC.
GLASS BOTTLES
ALUMINUM CANS
KNIVES, FORKS, SPOONS
CAN OPENERS
NAILS, SCREWS, BOLTS
FINGERNAIL POLISH
CORDS
HEADPHONES WITH CORDS
MEASURING TAPES
PERFUME BOTTLES
CAMERAS
VIDEO CAMERAS
SYRINGES
NEEDLES OF ANY KIND
COIL/NECK/PULL CORDS ON KEY CHAINS
GLASS PICTURE FRAMES
BODY SPRAYS
CIGARETTE LIGHTERS
GUNS(Incl. Models, replicas, or toys)
TWEEZERS
BOX CUTTERS
BRASS KNUCKLES
MASTER LOCKS
MACE OR PEPPER SPRAY
SCISSORS
PC37/P38 CAN OPENERS
HAIR CLIPPERS
FLAT IRONS
NAIL FILES
MANICURE SETS/NAIL CLIPPERS
CURLING IRONS
HANDCUFFS
EXPLOSIVE OBJECTS/MATERIALS
HAIRSPRAY
TAPE RECORDERS
HAIRPICKS WITH NO TIPS
SPRAY CANS
LARGE HANGING KEY STRAPS
DENTAL FLOSS
MIRRORS OF ANY KIND
GLASS OF ANY KIND
WIRES/LOOSE BATTERIES

OTHER ITEMS DEEMED TO BE DANGEROUS BY SECURITY PERSONNEL WILL BE EXCLUDED AND CONFISCATED WHEN NECESSARY.

RFP NO.

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

UNSIGNED BIDS CANNOT BE CONSIDERED

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 TO THIS BID.

DATE _____

E-MAIL _____

TELEPHONE NO. _____

FAX NO. _____

CELL PHONE NUMBER _____

AUTHORIZED SIGNATURE:

SIGNED: _____

PRINTED _____

TITLE/POSITION _____

ALTERNATE COMPANY CONTACT _____

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

STATEMENT OF NO BID

If you are not bidding on this service/commodity, please complete and return this form to: Finance Purchasing, 1008 Coleman A. Young Municipal Center, Detroit, MI 48226 or Fax to 313-628-1160. (Please print or type, except signature)

Purchases Agent: Howard Hughes

COMPANY NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

CONTACT PERSON: _____ PHONE: _____

We, the undersigned, have declined to quote on your bid No. _____

For _____ because of the following reasons:
(Commodity)

(Check all that apply)

_____ City of Detroit payment issues (specify below)

_____ We do not offer this product or the equivalent.

_____ Unclear description/specifications (specify below).

_____ Length of PO award is too long.

_____ Insufficient time to respond to the invitation to bid.

_____ Remove our name from this bid list only.

_____ Our product schedule would not permit us to perform.

_____ Unable to meet bond requirements.

_____ Other (specify below).

REMARKS:

_____

_____

_____

_____

_____

Signature: _____ Date: _____

STANDARD PARAGRAPHS

FURNISH: THE CITY OF DETROIT FIRE DEPARTMENT WITH A THREE (3) CONTRACT FOR SERVICE ,PARTS,REPAIR AND LABOR FOR PIERCE FIRE ENGINES IN ACCORDANCE WITH THE ATTACHED SPECIFICATIONS ANY ADDITIONAL QUESTIONS PLASE SEND TO hughesho@detroitmi.gov

GENERAL CONDITIONS:

It is the responsibility of the Bidder to review General Conditions as specified pages 1 through 4. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All changes made to the bid form altering, price, terms, quote and/or conditions **MUST** be crossed out and initialed. Failure to initial any changes **will** be grounds for rejection of your bid. **CORRECTION FLUID IS NOT ACCEPTABLE.**

SPECIAL CONDITIONS:
It is the responsibility of the bidder to review the Special Conditions attached to this RFQ and comply with all requirements therein.

TERMINATION OF CONTRACT:
The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to Vendor.

QUOTATIONS/PROPOSALS:
Bidders **MUST** submit an original, one copy and a soft copy on flash drive using the Microsoft Office 2000-2003 software. Failure to do so maybe grounds for rejection. All flash drives becomes the property of the City of Detroit Finance Department Purchasing Division. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. Failure to submit both maybe grounds for rejection.

COOPERATIVE BID SOLICITATION:
This bid solicitation includes the City of Detroit's preference for environmentally preferred goods and services where applicable. The City of Detroit will utilize and compare the responses to this bid to available cooperative purchasing agreements. For a complete explanation refer to Chapter 18 of the 1984 Detroit City Code, Finance and Taxation, Article V, Purchases and Supplies, Division 1, Goods and Services. **SEE BELOW LIST OF COOPERATIVES:**

- National Intergovernmental Purchasing Alliance (National IPA)
- National Joint Powers Alliance (NJPA)
- Western States Contracting Alliance (WSCA)
- US General Services Administration (GSA)
- US Communities
- Michigan Delivering Extended Agreements Locally (MiDeal)
- State of MI Energy Purchasing Cooperative
- The Cooperative Purchasing Network (TCPN)

MINOR DEVIATIONS:
Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services maybe offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations **will** be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Purchasing Director, shall be final as to what constitutes acceptable deviations from specifications.

RESPONSIBILITIES:
The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all of its NORMAL REQUIREMENTS of the above referenced products and/or services from the contractor, and the contractor is obligated to supply the quantities and/or services which the City of Detroit requires for its operations. Requirements stated herein are approximate but are for the entire normal requirements, whether more or less. Requirements stated are not guaranteed.

PRICE: PRICE IS FIRM.

WARRANTY:
All equipment shall be fully guaranteed against defects in performance for one (1) year.

The vendor shall promptly furnish and install, at no cost the City of Detroit, new parts to replace every and all parts, which prove to be defective in design, material or workmanship.

The warranty shall provide for 100% replacement of all defective parts during the warranty period.

Vendor must enclose one (1) copy of the manufacturer's warranty.

The warranty we provide is:

_____

_____

_____

ADDITIONAL PURCHASES:
( ) We agree
( ) We do not agree
to accept additional purchases orders from the City of Detroit for additional units at the same prices and under the same terms and conditions for a period of one year after date of bid opening.

DELIVERY:
Is desired five (5) days from receipt of Purchase Order:
( ) We can meet the above deliver schedule.
( ) We cannot meet the above delivery schedule but offer the following:
_____
_____

The City of Detroit reserves the right to reject low bids offering unsatisfactory delivery. For all deliveries to agencies within the City-County Building, it shall be the vendor's or contractor's responsibility to transport the items from the dock area up to the individual locations.

EXPERIENCE AND REFERENCE:
Past performance and experience on City and Non-city contracts maybe factors in making award.

Previous experience maybe a factor in determining this award. We have successfully performed on similar contracts on the same type specified for municipalities as follows: (Please complete)

Company Name	Representative	Phone	Date
1.			
2.			
3.			

AWARD:
One award of contract will be made on a low total net bid based on the estimated quantities shown. Bidders shall quote on all items, leave no blanks and state "No Charge" where applicable. Blanks spaces are considered to be no offer. The City of Detroit reserves the right to delete any item (s) from the award.

All awards are subject to Ordinance No. 15-00.

SPECIFICATION CHECK:
We have read the specifications thoroughly and we:
( ) Are able to meet specifications without deviation.
( ) All deviations are properly outlined on an attached sheet marked _____for identification.

Signed:_____
Title:_____

SHIPMENT:
The Contractor will be expected to make reasonably prompt deliveries consistent with quantities ordered. Should an emergency arise for items, which are not available, the City of Detroit reserves the right to secure sufficient quantities from others to meet its immediate needs without prejudice of the proposed contract. If, however, in the sole opinion of the Finance Department, Purchasing Division, the contractor fails to render reasonably prompt delivery service, the City of Detroit may terminate the contract forthwith and no damages will accrue.

The City Detroit wherein referred to shall mean the City of Detroit, acting through the Purchasing Director. It is understood that theses supplies will be required in various shipments from time to time. Shipments will be made within _____ days from each notice to ship. The City of Detroit reserves the right to reject low bids offering unsatisfactory shipments terms.

TERMS OF PAYMENT
A discount of _____% will be allowed for payment of invoice within **thirty (30) days** of delivery and acceptance of the above items and vendor's invoice. Other terms less than thirty **(30) days**, E, O, M., Proximo, etc. shall not be considered. Payment terms will not be considered in determining the award of the contracts(s), except in the case of tie bids. However, discounts may be offered to facilitate prompt payment.

The City of Detroit reserves the unqualified right to reject any bid, which includes a provision for a service charge, levied by a vendor when payment by the City of Detroit is not made within a specified time period.

This paragraph supersedes paragraph 4 of the General Conditions.

CONTRACT ACCEPTANCE:
The successful bidder shall be notified of the execution of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order. The "Contract Award Notice" shall contain the date the contract award was approved.

The signed, accepted bid of the successful bidder will be the contract between the bidder and the City of Detroit, containing the full description of all contractual terms and conditions. A copy of your signed bid will **not** be mailed to you. Each bidder shall keep a copy of his/ her signed bid form for future reference.

BID WITHDRAWAL:
No bid shall be withdrawn for 90 days from submission deadline. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

This paragraph supersedes paragraph 11 of the General Conditions.

F.O.B:

Fire Apparatus

EQUALIZATION FACTOR:
In accordance with Ordinance No. 15-00, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the

appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm.

The Firm making the lowest bid thus evaluated shall be deemed the lowest bidder.

Vendors who wish to receive Equalization credit for bids submitted must fill out the attached **Equalization Eligibility Form** and return it with their bid document along with any supporting documentation required to substantiate eligibility. The Equalization Eligibility Form and supporting documentation must be submitted with **each and every bid response** submitted by the vendor. Failure to return the Equalization Eligibility Form and/or Affidavit along with required documentation will result in equalization credit not being applied to your bid.

INVOICING:
All invoices submitted against the contract must include part or item number and part or item description, list price, and applicable discount.

Items not properly invoiced will not be paid. It is the vendor's responsibility to ensure delivery of invoice(s) to the proper City of Detroit/Div/Personnel. Invoices must meet the following conditions for payment:

a) Price on invoice must correspond to the pricing listed on purchase order and/or contract.
b) Contractor must submit price lists in accordance with bid requirements.
c) **Original** invoice **must** be submitted to the department personnel identified on the purchase order as being responsible for processing payment. If a department contact person is not listed on the purchase order the vendor shall request in writing from the Purchasing Division the name and phone number of the contact person responsible for processing payment.
d) **Copy** of invoice **must** be submitted to the department personnel identified on the purchase order as being responsible for processing payment. If a department contact person is not listed on the purchase order the vendor shall request in writing form the Purchasing Division the name and phone number of the contact person responsible for processing payment.

City of Detroit
Fire Apparatus Service Contract

The City of Detroit is a public entity organized and existing pursuant to its Charter and the Constitution of the State of Michigan.

The City of Detroit owns fire engines, ladder trucks and/or other specialty vehicles which are in need of repair and maintenance and desires to retain repair and maintenance service for these apparatus.

FURNISH:

Furnish Repair Service and/or Parts. for all brands of fire apparatus. American Lafrance, Ferrara, KME, Pierce, Seagrave, Spartan, Sutphen, and. SVI used to assemble fire trucks for the City of Detroit for a period beginning the first of the month following award approval and extending for a three (3) year period with three (3) _, one ('1) year renewal options. Purchases are estimated at $300,000.00 annually. but this amount is not guaranteed.

TERM

The term of this agreement shall begin on the date set forth, and shall continue for a period of three (3) years. By mutual agreement, this Agreement may be renewed for three (3) additional one (i) year periods, by providing written notice.

AWARD:

A maximum of two (2) awards of contract will be made on a low total net bid based on the estimated quantities shown and bidder's experience in repairing and servicing the type of engines covered herein. Bidders shall quote on all items, leave no blanks and state "No Charge" where applicable. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any items from the award.

All awards are subject to Ordinance No. 15-00

DESCRIPTION OF SERVICES

Repair Pumping Engines

Minimum Service Repair shall include the following,

- Engine repair, non-warranty, Cummins, Detroit Diesel and Caterpillar
  Allison transmission service and repair
- Brake service and repair
- Steering service and repair
- Suspension service and repair
- Body support system service and repair

- Fire pump service and repair, Waterous, Hale certification required
  Transfer case service and repair., Waterous, Hale certification required
  Roll up door service and repair

- Monitor, fittings, adapters, and nozzles service and repair
  Plumbing service and repair

- Water valve service and repair

- Heating and Air Conditioning service and repair
  Electrical system and lighting service and repair

- Fuel system service and repair
  Front axle service and repair

- Rear differential service and repair

- Frame and cross member service and repair
  Glass service and repair

- 'Foam system service and repair

Service / Repair Aerial and Platform Apparatus

Minimum Service / Repair shall include tile following.

- Engine repair. non-warranty, Cummins, Detroit Diesel and Caterpillar

- Brake service and repair

- Alllson transmission service and repair
  Steering service and repair

- Suspension service and repair

- Fire pumps service and repair. Waterous, Hale certification required

- Transfer case service and repair. Waterous and Hale certification required

- Body support system service and repair

- Roll up door service and repair

- Plumbing service and repair

- Water valve service and repair

- Heating and Air Conditioning service and repair
  Electrical system and lighting service and repair

- Fuel system service and repair

- Front axle service and repair

- Rear differentia! service and repair
- Frame and cross member service and repair
  Glass service and repair
- Foam system service and reoair
- Aerial structure service and repair
- Hydraulic system service and repair
  Waterway service and repair
- Monitor. fittings, adapters, and nozzles service and repair
  IAerial cable service and repair. wire strand and electrical
  Stabilizer service and repair
- Torque Box service and repair

Service and Repair Squad

Minimum Service / Repair shall induce the following

- Generator service and repair
- PTO service and repair
- Engine repair, non-warranty, Cummins. Detroit Diesel and Caterpillar
- Brake service and repair
- Allison transmission service and repair
- Steering service and repair
- Body support system service and repair
- Suspension service and repair
- Roll up door service and repair
- 120 / 240 volt system service and repair
- Fire pump service and repair. Waterous and Hale certification required.
- Transfer case service and repair, Waterous and Hale certification required
- Plumbing service and repair
- Water valve service and repair
- Heating and Air Conditioning service and repair

- Electrical system and lighting service and repair
- Fuel system service and repair
- Front axle service and repair
- Rear differential service and repair
- Frame and cross member service and repair

- Glass service and repair
- Foam system service and repair

b.

Warranty:

There will be a one hundred twenty (120) day warranty on all workmanship. AU parts utilized \jviH be subject to the warranty provided by the parts manufacturer, if any.

GENERAL CONDITIONS

REVISED 16-APR-00

1. **Procurement Policy.** Procurement for the City of Detroit, shall be carried out in a manner which provides a fair opportunity to all eligible bidders to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise make a bid or proposal.

2. **Non-Discrimination Clause.** In Accordance with all Federal and State Legislation and Regulations governing Fair Employment. Including but not limited to, Title VII of the Civil Rights Act of 1964 the Michigan Civil Rights Act and the Michigan Handicappers Civil Rights Act, the bidder agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because of religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The bidder recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the bidder or its subcontractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Michigan Handicappers Civil Rights Act, as amended. The Detroit Human Rights Department, The Detroit Human Rights Commission, the Michigan Department of Civil Rights and the Michigan Civil Rights Commission by mutual agreement, have authorized the Detroit Human Rights Department in a Contract compliance program to monitor all Contractors doing business with the City and to review the employment practices of Contractors seeking to do business with the City prior to entering into a Contract so that the mandates of Section 209 of the Michigan Civil Rights Act are carried out. The bidder agrees to include this paragraph number 2 in any subcontract. Breach of this covenant may be regarded as a material breach of the Contract.

3. **Unit Prices, Notations, and Workmanship.** Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Formal Bid Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

4. **Prices Quoted/Cash Discounts.** Prices quoted must be net of discounts. Cash discounts will be considered in the determination of low bidder, provided discounts are based on periods of 30 days or more after acceptance of goods or billing on bidder's invoice, whichever is later. Where net is equal to bid with cash discount deducted, award will be made to the net bid. The bidder shall extend and total the bids.

5. **Sales Tax Exemption.** The City is exempt from sales tax on those articles which the City buys for its own use. Articles bought by the bidder and incorporated into other products are taxable to the bidder. Such tax should be included in the price and will not be paid as an extra by the City. Sales tax is excluded from incorporated products when the final product is sold to non-profit housing projects.

6. **Specifications, Change of Specification, and Errors or Omission.** Specifications which refer to brand names are given for reference. Bidders may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final.

   If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable, the City will notify all bidders by mail and postpone bid submission date, if necessary. Bidders are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

7. **Delivery Terms/Time.** F.O.B. delivered prices are preferred. F.O.B. delivered means delivered to the dock of the institution of department noted on the bid, and will include all charges for packing, draying, etc. Bidder may, at their option, quote F.O.B. shipping point. Prices bases on F.O.B. Shipping Point will be considered after adding transportation charges and insurance costs. Bidders must show shipping weight and point of shipments on all shipping point bids. Delivery time is a part of the consideration and must be adhered to. If time varies on different items, the bidder shall so state.

8. **Container.** Packing, reels, etc., if chargeable, must be shown as separate items. Return freight must be paid by bidder.

9. **Labeling of Envelopes.** Bidders must label envelopes containing bid - "This envelope contains bid on (-commodity-) File No.(-number-)Due on or before (-time-) on (-Date-)". A label is attached for convenience. The name and address of the bidder are to appear on the outside of the envelope.

10. **Receipt of Bids.** Bids must be received in the Purchasing Division, 1008 Coleman A. Young Municipal Center , Two Woodward Ave., Detroit, MI 48226, prior to or on the date and time specified on the face of this bid form. Late bids cannot be accepted. The responsibility of getting bids to the Purchasing Division on time rests entirely with the bidder.

11. **Withdrawal.** No bid shall be withdrawn for (90) ninety days from submission deadline unless other wise stated in this bid form. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

12. **Award.** The City reserves the unqualified right to award by item(s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the judgment of the City, the best interest of the City will be served.

    The award of a Contract will not be made to any bidder who is in arrears in City taxes. Ordinance 52-H, Chapter 21, Article 3, forbids the award of any Contract to person(s)who are in arrears of City real estate, personal property and/or income taxes. To ensure compliance with the above ordinance, bidders may contact the Real and Personal Property Tax Division (313 224-3568) and/or City Income Tax Division (313 224-3332) to determine their tax status.

    All awards will be made in accordance with the provisions of Section 21, Article III of the Detroit Municipal Code (Ordinance No. 52-H) which provides for purchasing and disposition of property consistent with the City Charter.

13. **Start of Work.** No Contract shall become effective until the Contract has been approved by the required City Departments and signed by the City of Detroit Purchasing Director. Prior to the completion of this approval process, the Contractor will have no authority to begin work on this Contract. The Finance Director shall not authorize any payments to the Contractor prior to such approval. Nor shall the City incur any liability to reimburse the Contractor regarding any expenditure for the purchase of materials or the payment of services.

14. **Inspection.** All articles are subject to inspection and testing. In case any articles are defective in material and/or workmanship, or otherwise, fail to meet requirements of this bid, the City shall have the right to reject or retain and correct such articles. The bidder shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to bidders at their expense for handling, packing and transportation.

15. **Freight Rates.** Unless otherwise stated, any increase in published freight rates after submission deadline will be added to the Contract price, and conversely any decrease in the published freight rates will be deducted from the Contract price. This applies only to movement of the finished product as sold to the City.

16. **Subcontracting.** None of the services covered by this Contract shall be subcontracted without the prior, written approval of the City and any grantor agency, if required.

17. **Assignment.** A Contractor shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Purchases Agent for proper procedure.

18. **Default.** Default is defined as the failure of the bidder to fulfill the obligations of their Formal Bid. An event of default shall be construed as a material breach of this Contract.

19. **Damages for Breach of Contract.** 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 enforcing or attempting to enforce this Contract, including reasonable attorney's fees. The City may withhold any payment(s) to the Contractor for the purpose of set-off 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 will remain liable for any damages the City sustains in excess of set-off.

    If the Contract is so terminated for breach of Contract, the City may take over the services, and pursue the same to completion by Contract with another party or otherwise, and the Contractor shall be liable to the City for any and all costs occasioned to the City thereby.

    The City may assess upon the Contractor, for failure to meet any provision or condition of the Formal Bid, damages up to the amount of 15% or the amount of the cost incurred for the breach.

    Other remedies shall also be available to the City. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

20. **Termination.** The Contractor agrees that the City shall have the right to terminate any award to the Bidder for cause, as determined by the Purchasing Director, without any liability whatsoever, upon the giving of ten (10) days notice.

21. **Audit, Inspection of Records and Cost Verification.** The City reserves the right to audit employees payroll records to verify labor charges upon 72 hours notice.

    The Contractor shall permit the authorized representative of the City to inspect and audit all data and records of the Contractor relating to its performance under this Contract during the term of the Contract and for three (3) years after final payment. All records relating to this Agreement shall be retained by the Contractor during the term of the Contract and for three (3) years after final payment for the purpose of such audit and inspection.

22. **Compliance With Laws and Security Regulations.** The Contractor shall comply with and shall require its associates to comply with: (1) applicable federal, state and local laws, ordinances, code(s) regulations and policies, including, but not limited to, all security regulations in effect from time to time on the City's premises; (2) codes and regulations for materials, belonging to the City or developed in relationship to this project externally; and (3) with the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

    The Contractor shall hold the City harmless with respect to any damages arising from any violations of same 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 subcontractors comply with all applicable laws and regulations.

23. **Patents.** The Contractor shall protect and indemnify the City against expense of any nature, shall bear the cost of any law suits which may arise and shall pay damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.

24. **Indemnity.** The Contractor agrees to save harmless the City 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), which may be imposed upon, incurred by

or asserted against the City by reason of any negligent or tortuous acts or any failure by the Contractor to perform its contractual obligations during the term of this Contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the Contractor, the City of Detroit and any negligent or tortuous errors or omissions attributable to the Contractor, its subcontractors or Agents.

25. **Conflict of Interest.** The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this Contract. The Contractor further covenants that in the performance of this Contract no person having any such interest shall be employed.

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

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

26. **Addresses.** Contractor shall notify the City upon any change of address, telephone number, facsimile number and electronic mail address, where applicable, within five (5) business days of such change. The notice shall be delivered in writing Purchases Agent identified on the Purchase Order and shall include all of Contractor's changed information and the effective date of such change.

27. **Taxpayer Identification Number.** Contractor shall notify the Purchasing Director and the Income Tax Director of the City upon the change of Contractor's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Contractor's taxpayer identification number in use by the City, Contractor's new taxpayer identification number and all contract and purchase order numbers under which the Contractor is currently providing goods and services to the City; and, shall be delivered to the City within five (5) business days of Contractor's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Contractor to supply the information required, may be deemed and event of default at the sole discretion of the City.

28. **Setoff.** In addition to Contractor's obligation to not become in arrears to the City for any obligation owed to the City, City shall have the right to recover from payment owed to Contractor by City, delinquent withholding, corporate and property tax liabilities owed to the City by Contractor. The City's right of recovery shall be a setoff against those payments owing to Contractor by virtue of this, or any current City Contract. The City will provide written notice to Contractor of any intention to invoke its right to setoff payments due to Contractor under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Contractor at the address provided in the Contract/Purchase Order.

SPECIAL CONDITIONS

(EFFECTIVE 16-APR-00/REVISED 22-SEP-00/REVISED 31-OCT-03/REVISED 19-MAR-10)

1. **Ordinances/Definitions.** Copies of related ordinances, executive orders, and definitions of all terms. "Detroit-Based Business," "Minority" and "Resident" are available upon request by contacting the Office of the City Clerk at Room 200 Coleman A. Young Municipal Center, Detroit, MI 48226, 313 224.3270. Vendors requesting a copy of the Purchasing Ordinance effective 16-AUG-00 should refer to Ordinance #15-00 when requesting additional information.

   The following definitions shall apply to the Formal Bid document and all attachments:

   City - The City of Detroit acting through the Purchasing Director

   CCD - Contract Compliance Division of the City of Detroit's Finance Department

   Bidder - The person or entity so named in the Formal Bid Document, or their authorized representative.

EFFECTIVE FEBRUARY 10, 2010 REQUIREMENTS FOR RECEIVING EQUALIZATION CREDIT HAVE BEEN REVISED. Please review the following definitions and requirements for certification carefully.

***Detroit-Based Business (DBB)** – means a business which pays City income taxes on the business's net profits and pays City property taxes on 1) a plant or office and equipment which are ordinarily required for the furnishing of the goods or the performance of the services required by the contract and referred to in the application for certification as Detroit-based business or on 2) other real or personal property in the City equivalent in value to such plant or office and equipment, for not less than one (1) taxable year immediately prior to the date of the application for certification as a Detroit-based business.

1. Provide verification that a firm has the physical resources including, but not limited to, inventory, equipment, vehicles, etc., as well as the ability to provide the services indicated in its application for certification at the City location.
2. Provide verification of the ability of the business to carry out the service or repair the product to be sold to the City at the City site.
3. Provide references, licenses, or other means of verification acceptable to the City that the services the firm offers to the City has been provided at the City site for at least one (1) year prior to the date of application.
4. Provide verification that the business has or can procure an adequate number of employees based at its City site to perform services indicated in the application.

*Detroit-Based Small Business – Any business which meets the definitions of Detroit-based business and small business concern as certified by the City of Detroit Human Rights Department prior to bid due date.

*Detroit Based Micro Business Concern (DBMBC) – Means a business, which meets the definitions of Detroit-based business concern and a micro business concern.

*Detroit Headquartered Business (DHQ) – Means a business which

1. Has received a certification as a Detroit-based business, as defined in this section.
2. Has an office within the City of Detroit that services as the administrative center where the chief executive officer and highest-level management staff perform at least fifty-one percent (52%) of their management functions.
3. Has received a certification as a Detroit-headquartered business.

**Detroit Resident Business (DRB) – Means any business, which employs a minimum of four (4) employees, at least fifty-one (51%) percent of which are City residents.

***Joint Venture – Means a joint venture of separate firms, one of which is a DBB, DBSB, DRB or DBMBC, which has been created to perform a specific contract, and is evidenced by a written agreement which provides at minimum that the DBB, DBSB, DRB, or DBMBC:

1. Is substantially included in all phases of the contract including, but not limited to, bidding and staffing;
2. Provides at least fifty-one percent (51%) of the total performance, responsibility, and project management of a specific job;
3. Receives at least fifty-one (51%) of the total remuneration from a specific contract; and
4. Shares profits and losses

***Mentor Venture – Means a joint venture of separate firms, one of which is a DBB, DBSB, DRB or DBMBC, which has been created to perform a specific contract, and is evidenced by a written agreement which provides at minimum that the DBB, DBSB, DRB, or DBMBC:

1. Is substantially included in all phases of the contract, including, but not limited to, bidding and staffing:
2. Provides at least thirty (30%) of the total performance, responsibility, and project management of a specific job;
3. Receives at least thirty percent (30%) of the total remuneration from a specific contract; and
4. Shares in profits and losses

**Micro Business Concern (MBC) – Means a business, which is one (1) of the following:

1. A manufacturing business which has no more than fifty (50) employees; or
2. A general construction business which has annual gross receipts of not more than one million seven hundred thousand dollars ($1,700,000.00); or
3. A specialty construction business which has annual gross receipts of not more than seven hundred thousand dollars ($700,000.00)
4. A wholesale business which has no more than ten (10) full-time employees; or
5. A retail business which has annual gross receipts of not more than five hundred thousand dollars ($500,000.00); or
6. A service business, other than professional services, which has annual gross receipts of not more than five hundred thousand dollars ($500,000.00)

Note: A business, which is an affiliate or a subsidiary of any entity that is not eligible for certification as a micro business concern **shall not be certified** as a micro business concern.

*Small Business Concern (SBC) – Means a business which:

1. Has been in existence and operating for at least one (1) year prior to the date of application for certification as a small business concern; and
2. Does not meet the definition of a micro business concern, as defined in this division, and
3. Is one (1) of the following:

    a. A manufacturing business which, for the three (3) fiscal years preceding the date of application for certification has provided full-time employment to not more than five hundred (500) persons; or
    b. A general construction business which, for the three (3) fiscal years preceding the date of application for certification, has average annual gross receipts of not more than seventeen million dollars ($17,000,00.); or
    c. A specialty construction business whose average annual gross receipts have not exceeded seven million dollars ($7,000,000.00) in the three (3) fiscal years preceding the date of application for certification; or
    d. A wholesale business which, for three (3) fiscal years preceding the date of application for certification, has provided full-time employment to not more than one hundred (100) persons; or
    e. A retail business which, for the three (3) fiscal years preceding the date of application for certification, has average annual gross receipts of not more than five million dollars ($5,000,000.00); or
    f. A service business, other than professional, which, for the three (3) fiscal years preceding the date of application for certification. Has average gross receipts of not more than five million dollars ($5,000,000.00) or

g. A professional services business which for the three (3) fiscal years preceding the date of application for certification has had average gross receipts or not more than three million dollars ($3,000,000.00)

Note: A business, which is an affiliate or subsidiary of any entity that is not eligible for certification as a small business **shall not** be certified as a small business.

*As demonstrated by submission of the *Equalization Eligibility Form* and proof of certification by the City of Detroit Human Rights Department. These categories must be certified by the City of Detroit Human Rights Department at time of bid submission. If a vendor(s) is not certified at the time of bid submission then equalization credit shall not be applied. For information regarding Certification call 313.224.4950. Failure to submit proper documentation with bid response may result in equalization credit not being applied. Vendors are strongly encouraged to make application for certification for all applicable categories. The certification process is lengthy and involved. Applications are closely scrutinized to determine eligibility of firms. Applications are processed in order of receipt.

As demonstrated by submission of *Equalization Eligibility Form* and *Affidavit* included with your bid package. Failure to submit these forms with your bid will result in equalization credit not being applied to your bid response. These forms must be included with **each and every bid where the vendor wishes to receive consideration for equalization credit.

***As demonstrated by submission of *Equalization Eligibility Form* and a copy of the written agreement between the parties to the Joint Venture or Mentor Venture. The Joint or Mentor Venture agreement must be submitted with **each and every** bid response submitted for consideration of applicable eligibility credit. The agreement is subject to review and acceptance by the City of Detroit.

2. **Eligible Bidders.** An "X" below indicates the classification of bidders that the City has determined to be eligible to compete for this contract.

   2.1 Competition for this Contract is open to all qualified bidders. (X)

   2.2 Competition for this Contract is restricted per Ordinance No. 52-H to Detroit-Based Businesses. ( )

3. **Subcontractor Utilization Requirements.** The City has determined that _____% of the total Contract amount shall be subcontract to MBE's who have obtained certification from the Contract Compliance Division (CCD) prior to bid due date. ( )

4. **Minority and Resident Hiring.** (Executive Order No. 22) The worker hours on this Contract shall be performed by no less than 50% bona fide City residents, no less than 25% minorities and at least 5% women. ( )

ALL INFORMATION PROVIDED IN RESPONSE TO THE INVITATION FOR BID IS SUBJECT TO VERFICATION AND ACCEPTANCE BY THE CITY OF DETROIT. IF IT IS FOUND THAT INFORMATION SUBMITTED IS NOT VALID THE VENDOR MAY BE SUBJECT TO BEING PLACED IN DEFAULT AND/OR BID REJECTION AS DETERMINED BY THE CITY OF DETROIT PURCHASING DIRECTOR.

CLEARANCE NOTIFICATION

Any bidder or vendor may apply for clearance certificates. Before the City can award a contract to a successful bidder, that bidder must obtain and provide clearance certificates to the City of Detroit Purchasing Division.

ALL BIDDERS AND POTENTIAL VENDORS ARE ADVISED TO OBTAIN PRE-APPROVALS UTILIZING THE ATTACHED CLEARANCE REQUEST FORMS SO AS NOT TO DELAY OR JEOPARDIZE CONTRACT AWARD.

Clearance certificates are statements of bidder compliance with applicable City of Detroit Ordinances and are required prior to award of contracts. The clearance certificates must be obtained from each of the following departments and divisions:

1. **Income Tax Division,** Finance Department
   512 Coleman A. Young Municipal Center
   Detroit, MI 48226
   Telephone: (313) 224-3329

2. **Revenue Collection Division,** Finance Department
   1012 Coleman A. Young Municipal Center
   Detroit, MI 48226
   Telephone: (313) 224-4087

FAILURE TO PROVIDE ALL REQUIRED CLEARANCES WITHIN THE TIME ALLOWED MAY RESULT IN THE REJECTION OF QUOTES, BIDS AND/OR PROPOSALS.

After the evaluation of quotes, bids or proposals the City will send (via E-MAIL or by First Class mail to the E-MAIL or MAILING ADDRESS indicated on the signature page of the bid form) notifications to the two lowest responsive and responsible bidders that they must obtain and provide the Purchasing Division with clearance certificates within ten (10) business days after date of request. The vendor and/or bidder shall be responsible for any mailing delays or failure of the U. S. Postal Service to deliver.

3. **Human Rights Department Affidavit (effective 12/1/2010)** must be completed in its entirety, notarized and submitted with your bid. Failure to submit completed affidavit with your bid will (disqualify your bid for non-compliance) or (will be cause for rejection).

4. **Slavery Era Affidavit:** Require all bidders to submit a signed and notarized Slavery Era Records and Insurance Disclosure Affidavit per Chapter 18, Article V of the Purchasing Ordinance. The Ordinance requires the Vendor to disclose any records within its possession or knowledge relating to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related to slaves who were held during the slavery era in the US.

5. **Hiring Policy Compliance (Effective 7/1/2012):** All Bid responses to this Request For Proposal (RFP) or responses to this Request For Qualifications (RFQ) must include the attached Hiring Policy Compliance Affidavit executed by the same individual who signs the Bid. A Bid submitted without this Affidavit and a copy of their application to verify compliance will be deemed non-responsive and will not be evaluated.

Requirements For Income Tax Clearance

Background. The City of Detroit is authorized to levy an income tax under the Uniform City Income Tax Ordinance (No.900-F) set forth in Chapter 2 of Act 284 of the Public Acts of 1964, known as the "City Income Tax Act." No bid shall be accepted from or contract awarded to any person who is in arrears to the City..." see Detroit codes: Sec.18-5-13, Sec. 18-10-25 and General Conditions# 28.

What Is An Income Tax Clearance? An approved Income Tax Clearance states that an individual, business or subcontractor seeking employment or contracts with the City of Detroit has complied with all the provisions of the City Income Tax Ordinance. Contractors (individuals, businesses or Subcontractors) cannot be awarded a contract and are not authorized to perform services until they are in compliance with the City Income Tax Ordinance. **The "Request for Income Tax Clearance" form should be submitted 30 days prior to the submission for new bids or renewals of contract extensions.** Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov

Requirements For Individuals. Individuals must file returns and pay income taxes, and not have any unpaid assessments. Detroit residents must file formD-1040(R). If a taxpayer claims a non-resident status, proof will be required (copy of lease, mortgage closing statements, drivers license, voter's registration, ect.). If an individual seeking a tax clearance reside within the City, but claimed dependent status on another person's tax return, or received assistance, proof may be required.

Requirements For Businesses. Businesses must file Corporation D-1120 or Partnership D-1065 returns, regardless of net profit or loss. Non-profit organizations are required to file D-1120 tax return based on non-related income. All employers located in the City or "doing business within the City" must withhold City of Detroit income taxes from employees" compensation. Employers subject to withholding tax must file monthly or quarterly forms D-941/501, as well as, form DW-3 Annual Reconciliation with W2"s. All assessments must be paid. New employers must request an Employer's Package and register with the City by completing and submitting an Employer's Withholding Registration form DSS-4. Contractors must supply a list of subcontractors with federal identification numbers or social security numbers. Contractors must also supply the federal identification numbers used for their leased employees.

Income Tax Clearance Denials. Income Tax Clearances are denied based on one or more of the following reasons: (1) Missing withholding payments, DW-3 Annual Reconciliation with W2's, (2) Unpaid assessments and (3) Missing tax returns and related data regarding taxpayers are confidential: therefore, reasons for denial are given only to the taxpayer or authorized representative with power of attorney. Taxpayers with denied clearances my visit our office to obtain information about their account or to drop off requested information.

Appointments are not necessary. For additional information contact the Clearance Section at (313) 224-3328. Our office is located in the Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 512. Office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.

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)

A. To:
City of Detroit
Income Tax Division
Coleman A. Young Municipal Center
2 Woodward Avenue, Ste. 512
Detroit, MI 48226

Phone: (313) 224-3328 or224-3329
Fax: (313) 224-4588

For:
Individual or
Company Name _____

Address _____

_____

City _____

State _____ Zip Code _____

Telephone _____ Fax # _____

E-mail Address _____

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 o n someone else's tax return? ☐ Yes ☐ No
3. Were you employed durnig 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?

☐ Yes ☐ No Signature _____ Date _____ Expires _____

☐ Yes ☐ No Signature _____ Date _____ Expires _____

☐ Yes ☐ No Signature _____ Date _____ Expires _____

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

NOTE: An approved Income Tax Cenificate 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

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_____ ADDDRESS_____ 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:

APPROVED DENIED DENIED WITH ATTACHMENTS

_____ _____ CLEARANCE VALID UNTIL_____

SIGNATURE DATE

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

NOTICE OF ENACTMENT OF ORDINANCE
TO: THE PEOPLE OF DETROIT, MICHIGAN
(On June 23, 2004, the City of Detroit adopted the following Ordinance)

ORDINANCE NO. 20-04
CHAPTER 18
ARTICLE V

AN ORDINANCE TO AMEND CHAPTER 18, ARTICLE V, OF THE 1984 DETROIT CITY CODE, TITLED "PURCHASES AND SUPPLIES." BY ADDING DIVISION 7. TITLED "SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE." WHICH SHALL CONSIST OF SECTIONS 18-5-91 THROUGH 18-5-93, TO REQUIRE, AS PART OF THE CONTRACTING PROCESS, THAT EACH CONTRACTOR WITH WHICH THE CITY ENTERS INTO A CONTRACT SEARCH ITS RECORDS AND THOSE OF ANY PREDECESSOR ENTITY, AND SUBMIT AN AFFIDAVIT DISCLOSING ANY RECORDS WITHIN ITS POSSESSION OR KNOWLEDGE RELATING TO INVESTMENTS OR PROFITS FROM THE SLAVE INDUSTRY, INCLUDING INSURANCE POLICIES ISSUED TO SLAVE HOLDERS THAT PROVIDED COVERAGE FOR INJURY, DEATH OR OTHER LOSS RELATED TO SLAVES WHO WERE HELD DURING THE SLAVERY ERA IN THE UNITED STATES.

AN ORDINANCE to amend Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to require, as part of the contracting process, that each contractor with which the City enters into a contract search its records and those of any predecessor entity, and submit an affidavit disclosing any records within its possession or knowledge relation to investments or profits from the slave industry, including insurance policies issued to slave holders that provided coverage for injury, death or other loss related slaves who were held during the slavery era in the United States.

IT IS HEREBY ORDAINED BY THE PEOPLE OF THE CITY OF DETROIT THAT:

Section 1. Chapter 18, Article V, of the 1984 Detroit City Code, titled "Purchases and Supplies." by adding Division 7. titled "Slavery Era Records and Insurance Disclosure." which shall consist of Sections 18-5-91 through 18-5-93, to read as follows:

DIVISION 7. SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE.

Sec. 18-5-91. Scope.

(a) This division shall apply to each contractor for goods or services with which the City enters into a contract, whether or not the contract is subject to competitive bid.

(b) Each contactor shall be responsible for searching and disclosing records of the entity which proposes to enter into a contract with the City as well as all records of any predecessor entity that are within the possession or knowledge of the contractor regarding records of Investments or profits from the slave Industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United States.

EQUALIZATION ELIGIBILITY FORM

In accordance with Ordinance No. 15-00, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm. **NOTE: *IT IS THE VENDOR'S RESPONSIBILITY TO COMPLETE THIS FORM, PROVIDE ALL NECESSARY DOCUMENTATION AND RETURN IT WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN EQUALIZATION NOT BEING APPLIED.***

Company Name_____ RFQ #_____

A vendor qualifies for equalization credit as per section 18-5-2 of the purchasing ordinance as follows:

Vendor to check all categories which apply*

- ☐ **Detroit Based Business** (as certified by the City of Detroit Human Rights Department prior to bid due date. Proof of certification must be submitted with each and every bid response.)
- ☐ **Detroit Based Business with Headquarters in Detroit** (as certified by the Human Rights Department prior to bid due date. Proof of certification must be submitted with each and every bid response.
- ☐ **Detroit Resident Business** (as certified by completion of the affidavit attached to bid documents. The affidavit must be completed and returned with each and every bid for consideration)
- ☐ **Detroit Based Small Business** (as demonstrated by furnishing proof certification by the City of Detroit Human Rights Department. Proof of certification must be submitted with each and every bid for consideration.)
- ☐ **Detroit Based Micro Business Concern** (as certified by completion of the affidavit attached to bid and proof of certification as a Detroit Based Business. The affidavit and certification must be completed and returned each and every bid for consideration)
- ☐ **Joint Venture OR** ☐ **Mentor Venture** (You may only select one. One of the parties to the joint or mentor venture must be a certified Detroit Based Business prior to bid due date in order to receive equalization credit as a joint or mentor venture. Proof of certification by the City of Detroit Human Rights Department along with a copy of the Joint or Mentor Venture agreement between the parties involved is required.)

*The information submitted to substantiate Equalization Eligibility is subject to verification and acceptance by the City. Should it be found that the vendor is not eligible to receive equalization credit it will not be applied. Should it be found that information submitted has been falsified the vendor may be placed in Default by the City for up to a three year period at the discretion of the City of Detroit Finance Department – Purchasing Division.

TABLE I

Equalization Allowance for Detroit-based business and/or Detroit Resident Business

DOLLAR VALUE	DETROIT BASED	DETROIT RESIDENT
Up to $10,000.00	5%	5%
$10,000.01 to $100,000.00	4%	4%
$100,000.01 to $500,000.00	3%	3%
$500,000.01 and over	2%	2%
Detroit Based Business w/Headquarters in Detroit	3%	

TABLE II

***Equalization allowance for Detroit Based Small Business, Detroit Based Micro Business, Joint Venture, Mentor Venture:**

Category	Equalization Percentage
Detroit Based Small Business	1%
Detroit Based Micro Business Concern	2%
Joint Venture	2%
Mentor Venture	1%

CITY OF DETROIT

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE AFFIDAVIT

1. Name of Contractor: _____

2. Address of Contractor: _____

_____

_____

3. Name of Predecessor Entities (*if* any): _____

_____

4. Prior Affidavit submission? ____ No ____ Yes, on: _____
(Date of prior submission)

If "No", complete Items 5 and 6.

If "Yes", list date of prior submission above, go to Item 6 and execute this Affidavit.

5. ___ Contractor was established in _____ (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

___ Contractor has searched their records and those of any predecessor entity, and has found no records that they or any predecessor(s) made any investments in, or derived profits from the slave industry or from slave holder insurance policies.

___ Contractor has found records that they or their predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6. I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge. All documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

_____ (Printed Name) _____ (Title)

_____ (Signature) _____ (Date)

Subscribed and sworn to before me
this _____ day of _____

_____
Notary Public, _____ County, Michigan
My Commission expires: _____

SLAVERY ERA RECORDS AND INSURANCE DISCLOSURE ORDINANCE

Sec. 18-5-92. Affidavit of disclosure required.

(a) As part of its contract package, each contractor with which the City enters into a contract shall submit to the Finance Department Purchasing Division prior to the submission to City Council or approval of such contract, an affidavit that discloses the information indicated in Subsection (b) and (c) of this section. The affidavit shall be on a form provided by the Finance Department Purchasing Division.

(b) The affidavit shall verify that the contractor has searched all records of the entity which proposes to enter into a contract with the City, as well as all records of any predecessor entity, that are within the possession or knowledge of the contractor regarding records of investments or profits from the slave industry, including records of any insurance policies issued to slave holders which provided coverage for injury, death, or other loss related to slaves who were held during the slavery era in the United states.

(c) The affidavit shall disclose ay information discovered during the search regarding investments or profits from slavery or slave holder insurance policies which accrued to the current entity or to any predecessor entity, including the names of any slaves or slave holders that are described in such records or are otherwise within the knowledge of the contractor.

Sec 18-5-93. Voidability of contract.

(a) Failure to comply with this division shall render the contract voidable by the City.

(b) A determination to void the contract for failure to comply with this division shall be made by the Director of the Finance Department at any time after reviewing, or become aware of, information which indicates that a contractor has failed to comply with this division.

Sec 18-5-94—18-5-100. Reserved.

Section 2. All ordinances, or parts of ordinances, that conflict with this ordinance are repealed.

Section 3. This ordinance is declared necessary for the preservation of the public peace, health, safety, and welfare of the People of the City of Detroit.

Section 4. In the event that this ordinance is passed by a two-thirds majority of City Council Members serving, it shall be given immediate effect and shall become effective upon publication in accordance with Section 4-116 of the 1997 Detroit City Charter,. Where this ordinance is passed by less than a two-thirds (2/3) majority of City Council Members serving., it shall become effective no later that thirty (30) days after enactment, or on the first business day thereafter in accordance with Section 4-115 of the 1997 Detroit City Charter.

(J.C.C.p.) May 5, 2004
Passed: June 23, 2004
Published: July 19, 2004
Effective: July 19, 2004

JACKIE L. CURRIE
City Clerk

EQUALIZATION ELIGIBILITY FORM

In accordance with Ordinance No. 15-00, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm. **NOTE: *IT IS THE VENDOR'S RESPONSIBILITY TO COMPLETE THIS FORM, PROVIDE ALL NECESSARY DOCUMENTATION AND RETURN IT WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN EQUALIZATION NOT BEING APPLIED.***

Company Name_____ RFQ #_____

A vendor qualifies for equalization credit as per section 18-5-2 of the purchasing ordinance as follows:

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- ☐ **Detroit Based Business with Headquarters in Detroit** (as certified by the Human Rights Department prior to bid due date. **Proof of certification must be submitted with each and every bid response.**
- ☐ **Detroit Resident Business** (as certified by completion of the affidavit attached to bid documents. The affidavit must be completed and returned with each and every bid for consideration)
- ☐ **Detroit Based Small Business** (as demonstrated by furnishing proof certification by the City of Detroit Human Rights Department. Proof of certification must be submitted with each and every bid for consideration.)
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*The information submitted to substantiate Equalization Eligibility is subject to verification and acceptance by the City. Should it be found that the vendor is not eligible to receive equalization credit it will not be applied. Should it be found that information submitted has been falsified the vendor may be placed in Default by the City for up to a three year period at the discretion of the City of Detroit Finance Department – Purchasing Division.

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Joint Venture	2%
Mentor Venture	1%

RFQ #_____

REVISED 7-24-2009

AFFIDAVIT OF ELIGIBILITY FOR EQUALIZATION CREDIT
(Detroit Resident Business/Detroit Based Micro Business)

THIS AFFIDAVIT MUST BE COMPLETED, NOTARIZED AND SUBMITTED WITH EACH AND EVERY BID RESPONSE FOR CONSIDERATION

The undersigned hereby swears or affirms that all statements made with respect to eligibility for the provision of goods and/or services on the above named vendor are true and correct to the best of my knowledge. The undersigned further attests that its information provided is valid as of the date of bid submission.

Instructions: This affidavit should be filled out by firms eligible to receive equalization credit as any of the following: 1) Detroit Resident Business 2) Detroit Based Micro Business. Initial each section for which the firm is eligible to receive credit and provide any information the applicable section(s) requires. Make sure that the form is filled out completely, notarized, and included with your bid response. **Note:** This is a two-page form. Both pages must be filled out completely.

_____ **Detroit Based Micro Business**

Type of Business:

☐ **Manufacturing** ☐ **Retail** ☐ **General Construction**
☐ **Wholesale** ☐ **Service**

Number of Employees_____

Amount of Annual Gross Receipts $_____

_____ **Detroit Resident Business**

Total number of persons employed by the firm (including all full-time & part-time, owners, officers, managers, and support staff both professional & non-professional is _____.

Total number of employees who are residents of the City of Detroit is:_____. Percentage of employees who are residents of the City of Detroit is_____%

The undersigned further swears or affirms that the following documents have been presented by all Detroit employees and will be maintained y the DRB vendor for a period of three (3) years upon completion of the contract bid upon. One (1) document from Group A or two (2) documents from Group B are to be submitted upon request by the City:

Group A: 1) Michigan Driver's License 2) Michigan I.D. Card 3) Prior Year City of Detroit Resident Income Tax Return

Group B: 1) W-4 Forms 2. Voter Registration Card 3) Current utility bill with the employee's name and Detroit street address indicated thereon. 4) Affidavit from neighbor or other disinterested party.

THIS AFFIDAVIT IS TWO PAGES BOTH PAGES MUST BE COMPLETED IN ORDER TO BE CONSIDERED FOR EQUALIZATION CREDIT FOR CATEGORIES REFERENCED ON THIS FORM

VENDORS REQUESTING EQUALIZATION CREDIT AS A DETROIT BASED MICRO BUSINESS MUST, IN ADDITION TO COMPLETING THIS AFFIDAVIT INCLUDE WITH THEIR BID RESPONSE PROOF OF CERTIFICATION AS A DETROIT BASED BUSINESS IN ORDER TO RECEIVE EQUALIZATION CREDIT A DETROIT BASED MICRO BUSINESS REFERENCED IN THIS PARAGRAPH.

Questions regarding certification should be directed to the City of Detroit Human Rights Department at 313.224.4505.

The City reserves the right to verify information submitted and request additional documentation if it feels it is necessary to do so.

The information submitted to substantiate Equalization Eligibility is subject verification and acceptance by the City. Should it be found that the vendor is not eligible to receive equalization credit it will not be applied. Should it be found that the information submitted has been falsified the vendor may be placed in default by the City for up to a three-year period at the discretion of the City of Detroit Finance Department-Purchasing Division

Print Name of Affiant:_____

Signature of Affiant:_____

Company Name:_____

Subscribed and sworn before me this day:_____
Month Date Year

_____ County, Michigan Commission Expiration Date____/____/____

Notary Signature_____

Print Name of Notary_____

PLACE NOTARY STAMP HERE

Hiring Policy Compliance

Summary

City of Detroit Ordinance No. 29-11 approved by the City Council on November 22, 2011 amends, the City's Purchasing Ordinance, Chapter 18 of the 1984 Detroit City Code, *Finance and Taxation*, Article V, *Purchases and Supplies*, by adding Division 6, *Criminal Conviction Questions for City Contractors*, which consists of Sections 18-5-81, 18-5-82, 18-5-83, 18-5-84, 18-5-85 and 18-5-86. This added language provides for prohibiting City contractors from inquiring regarding criminal conviction questions for applicants to fulfill City contracts until the contractor interviews the applicant or determines the applicant is qualified. It further provides for certain exceptions to the prohibition and requires City contractors to submit an affidavit with a copy of their application to make bids or proposals. Bids which do not comply with this division are deemed non-responsive and the City is permitted to deem contractor(s) in breach.

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 _____)
) SS
COUNTY OF _____)

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

Notary Public, County of _____

State of _____

My commission expires: _____