

Solicitation 15SS169

Language Services

Bid Designation: Regional



City of Detroit Office of Contracting and Procurement

Bid 15SS169
Language Services

Bid Number **15SS169**
Bid Title **Language Services**

Bid Start Date **Nov 30, 2015 1:40:15 PM EST**
Bid End Date **Dec 4, 2015 11:30:00 AM EST**

Bid Contact **Shekia Sewell**
SewellS@detroitmi.gov

Contract Duration **One Time Purchase**
Contract Renewal **Not Applicable**
Prices Good for **90 days**

Standard Disclaimer **"You have opted not to respond to this bid. Please enter a reason below. This information will be used to inform on future bids and to improve on your experience as a prospective vendor. Enter your password and click "Confirm" to confirm your "No Bid" Response status. If at any time before the bid closes you change your mind and want to be able to place an offer on this bid, you can return to this bid and click "Place Offer.""**

Bid Comments **Furnish: Interpretation Services of Arabic, Spanish and Sign Language for the Hearing Impaired for Public Hearing sessions. Each session may be scheduled for 2 hours for the City of Detroit Department of Transportation.**
Sealed quotations to provide Interpretation Services for one-time services, will be received electronically by the City of Detroit, Office of Contracting and Procurement, through the BidSync E-Procurement System on or before 11:30 a.m. on December 4, 2015 . Bids will be opened for identification only. Bids can be accessed on the City of Detroit website and www.bidsync.com.
Note: Please submit all required documents and paragraphs with your bid
Added on Nov 30, 2015:
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Required Vendor Qualifications **REQUIRED AFFIDAVITS**

Addendum # 1

New Documents	One Time Paragraphs-Language Services--11-30-15.pdf
Removed Documents	One Time Paragraphs-Language Services.pdf

Item Response Form

Item **15SS169--01-01 - Arabic**
Quantity **18 hour**
Unit Price

Delivery Location

City of Detroit Office of Contracting and ProcurementDepartment of Transportation : Administration

1301 E Warren

Detroit MI 48207

Qty 18**Description**

Arabic Interpretation Services

Detroit Department of Transportation-Administration Building

1301 E. Warren, Detroit, MI 48207

Wednesday, December 9, 2015 from 10:00 a.m. to 12:00 p.m.

Heilmann Community Center

19601 Crusade St., Detroit, MI 48205

Wednesday, December 9, 2015 from 6:00 p.m. to 8:00 p.m.

Rosa Parks Transit Center

1310 Cass, Detroit, MI 48226

Thursday, December 10, 2015 from 5:30 p.m. to 7:30 p.m.

Additional Locations and Times to follow

Item

15SS169--01-02 - Spanish

Quantity

6 hour

Unit Price

Delivery Location

City of Detroit Office of Contracting and ProcurementDepartment of Transportation : Administration

1301 E Warren

Detroit MI 48207

Qty 6**Description**

Spanish Interpretation Services

Detroit Department of Transportation-Administration Building

1301 E. Warren, Detroit, MI 48207

Wednesday, December 9, 2015 from 10:00 a.m. to 12:00 p.m.

Heilmann Community Center

19601 Crusade St., Detroit, MI 48205

Wednesday, December 9, 2015 from 6:00 p.m. to 8:00 p.m.

Rosa Parks Transit Center

1310 Cass, Detroit, MI 48226

Thursday, December 10, 2015 from 5:30 p.m. to 7:30 p.m.

Additional Locations, Dates and Times may follow

Item

15SS169--01-03 - Sign Language

Quantity

6 hour

Unit Price

Delivery Location

City of Detroit Office of Contracting and ProcurementDepartment of Transportation : Administration

1301 E Warren

Detroit MI 48207

Qty 6**Description**


Sign Language Services for the Hearing Impaired

Detroit Department of Transportation-Administration Building

1301 E. Warren, Detroit, MI 48207

Wednesday, December 9, 2015 from 10:00 a.m. to 12:00 p.m.

Heilmann Community Center
19601 Crusade St., Detroit, MI 48205
Wednesday, December 9, 2015 from 6:00 p.m. to 8:00 p.m.
Rosa Parks Transit Center
1310 Cass, Detroit, MI 48226
Thursday, December 10, 2015 from 5:30 p.m. to 7:30 p.m.
Additional Locations, Dates and Times may follow



BIDDER'S COMPANY NAME _____ **RFQ #15SS169**

NOTICE TO BIDDERS:

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.

1. National Intergovernmental Purchasing Alliance (National IPA)

www.nationalipa.org

2. National Joint Powers Alliance (NJPA)

www.njpacoop.org

3. Western States Contracting Alliance (WSCA)

www.aboutwsca.org

4. GSA (US General Services Administration)

www.gsa.gov

5. U.S. Communities

www.uscommunities.org

6. MIDEAL (Michigan Delivering Extended Agreements Locally)

www.michigan.gov/mideal (MiDeal Home Page)

7. The Cooperative Purchasing Network (TCPN)

www.tcpn.org

GENERAL CONDITIONS:

It is the responsibility of the Bidder to review General Conditions as specified pages 1 through 6. 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 may 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.

QUOTATIONS/PROPOSALS:

Bidders **MUST** submit the bid quotation/proposal electronically through the **BidSync E-Procurement System** (www.bidsync.com). Additionally, copies of all descriptive literature and/or samples must be provided as requested.

BIDDER'S COMPANY NAME _____ **RFQ #15SS169**

MINOR DEVIATIONS:

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be may be 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 may 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.

FURNISH:

Interpretation Services of Arabic, Spanish and Sign Language for the Hearing Impaired for Public Hearing sessions, each session may be scheduled 2 hours for the City of Detroit Department of Transportation.

AWARD:

One award of contract will be made on a low total net bid. 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 item(s) from the award.

In addition to price(s) offered, the City of Detroit reserves the unqualified right to award this contract based on experience and other merits of proposals submitted. The decision by the City of Detroit shall be final.

All awards are subject to Ordinance No. 15-00

TERMS OF PAYMENT:

A discount of _____% will be allowed for payment of invoice within thirty 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 contract(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 is not made within a specified time period.

This paragraph supersedes paragraph 6 of the General Conditions.

F.O.B.: **Department of Transportation**
 1301 E. Warren
 Detroit, MI 48207
 Attn.: Sharon Mayweather

BIDDER'S COMPANY NAME _____ **RFQ #15SS169**

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.

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.

REJECTIONS, MODIFICATIONS, CANCELLATIONS:

The City of Detroit expressly reserves the right to: 1) accept or reject, in whole or in part, any and all quotes received; 2) waive any non-conformity; 3) re-advertise for quotes; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for quotes, in part or in its entirety, and/or, 6) take any other appropriate action that is in the best interest of the City. This RFQ 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.

PRICES ARE FIRM

ADDITIONAL PURCHASES:

() We agree

() We **DO NOT** agree

to accept additional purchase 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 (1) year after date of award of contract.

INVOICING:

All invoices submitted against the contract must include part or item numbers 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 Dept/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.

BIDDER'S COMPANY NAME _____ **RFQ #15SS169**

- b) Contractor must submit price lists in accordance with bid requirements.
- c) **Original** invoice **must** be submitted to the appropriate City of Detroit Account's Payable Section.
- 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, from the Purchasing Division the name and phone number of the contact person responsible for processing payment.

INSURANCE:

- I. The Contractor shall maintain at its expense during the term of this contract, the following insurance:
 - A. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee. For Federal and State Funded Training Programs and etc., is required to secure insurance for worker's compensation for all of its participants and The City of Detroit should also be listed as an additional insured.
 - B. Commercial General Liability insurance with a combined single limits of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
 - C. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
- II. 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 will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the contractor's expense, under valid and enforceable policies.

All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the City as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Finance Department, Purchasing Division, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

BIDDER'S COMPANY NAME _____ **RFQ #15SS169**

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 may result in equalization credit not being applied to your bid.

**GENERAL CONDITIONS
REVISED JULY 2015**

1. PROCUREMENT POLICY

Procurement for the City of Detroit shall be carried out in a manner which provides a transparent, open, and 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.

Vendors must have a valid contract or Purchase Order with the signature of the Chief Procurement Officer to receive payment for goods or services rendered. Vendors who perform work without a valid contract or purchase order will not be paid.

2. QUOTATIONS/PROPOSALS

Bidders MUST submit an original and one copy of the bid quotation/proposal. Additionally, duplicate copies of all descriptive literature and/or samples must be provided as requested. Failure to submit both will be grounds for rejection.

3. 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 entire normal requirements, whether more or less. Requirements stated are not guaranteed.

4. COMPLIANCE WITH LAWS

The contractor shall fully comply with all Local, State, and Federal laws, Ordinances, and Regulations applicable to this contract and the work to be done hereunder.

The contractor shall secure, at no extra cost to the City of Detroit, all Permits and Licenses necessary for the performance of the work and shall fully comply with all their terms and conditions.

5. BONDS AND INSURANCE

Receipt of bonds and/or insurance is part of the process of determining which bidder may be recommended for award to the City Council. If cause is found to change the recommendation that your company be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by you in the bid process, including the cost of acquiring bonds and/or insurance.

6. INVOICING

All invoices submitted against the contract must include part or item numbers 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 Dept/Div/Personnel. Invoices must meet the following conditions for payment:

- 6.01 Price on invoice must correspond to the pricing listed on purchase order and/or contract.

**GENERAL CONDITIONS
REVISED JULY 2015**

- 6.02 Contractor must submit price lists in accordance with bid requirements.
- 6.03 Original invoice must be submitted to the appropriate City of Detroit Account's Payable Section.
- 6.04 Copy of invoice must be submitted to the Accounts Payable 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 Office of Contracting and Procurement the name and phone number of the contact person responsible for processing payment.

7. PROTECTION OF WORK, PERSONS, AND PROPERTY

During performance and up to date of final acceptance, the contractor shall be under absolute obligation to protect the finished and unfinished work against any damage, loss or injury. The contractor shall take all reasonable precautions to protect the persons and property of the City from damage, loss or injury during performance under this contract.

8. CLEARANCES

The successful vendor will be required to obtain approved clearances from the Income Tax Division, Revenue Collections Division and Human Rights Department prior to City Council approval of the contract. Clearance forms for these agencies have been attached to this RFQ. Please fill them out completely and return them to the respective agencies by mail, fax, or dropping them off to the individual offices. It is the Vendor's responsibility to obtain clearances. Approved clearances are not required to submit the bid, but will be required of the successful vendor prior to City Council approval.

9. 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 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the Contract.

10. UNIT PRICES, NOTATIONS, AND WORKMANSHIP

**GENERAL CONDITIONS
REVISED JULY 2015**

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.

11. 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.

12. 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.

13. 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.

14. RECEIPT OF BIDS

Bids must be received by the Office of Contracting and Procurement through the BidSync System prior to the date and time specified on the face of this bid package. Late bids cannot be accepted. The responsibility of getting bids to the Office of Contracting and Procurement on time rests entirely with the bidder.

15. WITHDRAWAL

No bid shall be withdrawn for (90) ninety days from submission deadline unless otherwise 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.

16. 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.

**GENERAL CONDITIONS
REVISED JULY 2015**

The award of a Contract will not be made to any bidder who is in arrears in City taxes. Ordinance 15-00, 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. 15-00) which provides for purchasing and disposition of property consistent with the City Charter.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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

**GENERAL CONDITIONS
REVISED JULY 2015**

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.

23. 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.

24. 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 the Vendor.

25. 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.

26. 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.

27. 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.

**GENERAL CONDITIONS
REVISED JULY 2015**

28. 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.

29. 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.

30. 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 an event of default at the sole discretion of the City.

31. 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.

Local Preference Conditions
(PREVIOUSLY TITLED SPECIAL CONDITIONS – REVISED JULY 2015)

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. (☐)
 - 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 VERIFICATION 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 CHIEF PROCUREMENT OFFICER.

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 WILL 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. If all respondents are **certified** Detroit based, Table I does not apply.

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%	

Revised 11/17/14

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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%

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**For Certified Business Register Organization – Include
copy of certification with Bid response**

RFQ # _____

**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 by 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**

REVISED 11/17/14

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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

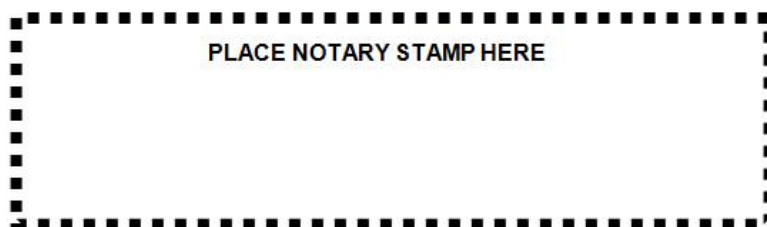
Date

Year

_____ County, Michigan Commission Expiration Date ____/____/____

Notary Signature _____

Print Name of Notary _____



REVISED 11/17/14

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Question and Answers for Bid #15SS169 - Language Services

Overall Bid Questions

There are no questions associated with this bid.