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City of Detroit
CITY COUNCIL
LEGISLATIVE POLICY DIVISION
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TO: The Honorable City Council

FROM: David Whitaker, Director
Legislative Policy Division Staff

DATE: January 2, 2021

RE: **Contract 3052540 Correction**

On October 26, 2021, LPD wrote a report, which featured the details of Contract 3052540 for Covid Test Kits for the City's Rapid Clinic Operations. It has come to LPD's attention there is a clerical error in the information provided in LPD's Teeter Report regarding this contract. It is not necessary for City Council to take any action on this report. This report is for clarification and correction of information previously reported regarding Contract 3052540 in the October 26, 2021 Teeter Report.

LPD understands and takes seriously the importance of accurate and transparent information regarding each contract. LPD has re-examined the contract details from the documents uploaded into Oracle by the Office of Contracting and Procurement.

The chart on the second page of Attachment A, displays an itemized list of costs associated with this contract. The first line item at the top of the page shows the quantity of items purchased, the per item price, and the full contract amount. LPD interpreted the per item price in this chart to be the per kit price of \$888. However, the report has a misprint that states the price per test kit as the price per test. Upon further investigation, it was determined the \$888 listed in the chart was in fact the price per test kit, not the price per test. LPD also verified that each test kit includes 24 tests. The \$888 per kit divided by 24 tests results in \$37 per test. The total amount of test kits provided over a 39-week period is 4,875, which includes 125 test kits per week and 3,000 tests each week for a total contract amount of \$4,329,000.

For transparency purposes, all pertinent documents found in Oracle regarding Contract 3052540 are attached to this report as attachments C-F. Attachment A is the corrected write-up for the contract and Attachment B is the original write-up submitted by LPD on October 26, 2021 for Contract 3052540.

If there are any additional questions or concerns, please do not hesitate to contact LPD.

Attachments

- A. Corrected write-up for Contract 3052540
- B. October 26, 2021 write-up for Contract 3052540
- C. Request for Emergency Non-Standard Procurement
- D. Purchase Order
- E. Email regarding Shipping Costs
- F. Byrd Anti-Lobbying Amendment

cc:

Janice Winfrey
Mark Lockridge
Boysie Jackson
Irvin Corley
Marcell Todd
Gail Fulton

City Clerk
Auditor General
Office of Contracting and Procurement
Legislative Policy Division
Legislative Policy Division
Mayor's Office

Attachment A

CORRECTED Write-up

January 2, 2021
Correction to Contracts Submitted for Referral on
October 26, 2021

CORRECTION:

HEALTH

3052540 100% ARPA Funding – To Provide an Emergency Request for Covid-19 Test Kits. – Contractor: –
Location: 30 South Keller Road, Orlando, FL 32810 – Contract Period: September 29, 2021 through
June 27, 2022 – Total Contract Amount: \$4,329,000.00.

Should read as:

Costs budgeted to American Rescue Plan Act (ARPA) Funds, Acct. 3923-22002-350030-617900-350999, Appropriation for ARPA - City Services & Infrastructure, includes available funding of \$234,915,730 as of December 23, 2021.

This is a request for approval of a purchase order for an emergency non-standard procurement for Abbott Rapid Dx North America, LLC to provide Emergency Covid-19 Test Kits for \$4,329,000; through June 27, 2022.

Purchase Order dated October 13, 2021.

Scope of Work:

Provide 4,875 Covid Test Kits for \$888 per kit for the City’s Rapid Clinic operations to test for Covid-19 and prevent its spread.

Each Kit includes 24 Covid-19 tests. The tests will be provided for 39 weeks, which amounts to 3,000 tests per week at a cost of \$37 per test.

Covenant of Equal Opportunity Affidavit signed 9-16-21;

TAXES: Good Through 6-1-22;

**Hiring Policy Compliance Affidavit signed 9-16-21; Employment application submitted complies;
Slavery Era, Prison Industry & Immigrant Detention System Records Disclosure Affidavit signed
9-16-21, indicating NO records of Investment, Income or Employment with these systems;
Political Contributions and Expenditures Statement signed 9-16-21, indicating “N/A.”**

Attachment B
INCORRECT Write-up

The Honorable City Council
Contracts Submitted for Referral on
October 26, 2021

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EMERGENCY CONTRACT:

HEALTH

3052540 100% ARPA Funding – To Provide an Emergency Request for Covid-19 Test Kits. – Contractor: Abbott Rapid Dx North America, LLC – Location: 30 South Keller Road, Orlando, FL 32810 – Contract Period: September 29, 2021 through June 27, 2022 – Total Contract Amount: \$4,329,000.00.

Costs budgeted to American Rescue Plan Act (ARPA) Funds, Acct. 3923-22002-350030-617900-350999, Appropriation for ARPA - City Services & Infrastructure, includes available funding of \$236,029,479 as of Oct. 22, 2021.

This is a request for approval of \$4,329,000 to provide an Emergency Covid-19 Test Kits; through June 27, 2022.

The request for procurement states the contract amount is \$4,329,136.50. The additional \$136.50 for shipping costs is free, therefore it was removed from the total cost

No Bid information was provided.

Scope of Work: Provide 4,875 Covid Tests (\$888 per test) for the City’s Rapid Clinic operations to test for Covid-19 and prevent its spread.

Covenant of Equal Opportunity Affidavit signed 9-16-21;

TAXES: Good Through 6-1-22;

Hiring Policy Compliance Affidavit signed 9-16-21; Employment application submitted complies; Slavery Era, Prison Industry & Immigrant Detention System Records Disclosure Affidavit signed 9-16-21, indicating NO records of Investment, Income or Employment with these systems; Political Contributions and Expenditures Statement signed 9-16-21, indicating “N/A.”

Attachment C

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CITY OF DETROIT
OFFICE OF CONTRACTING AND
PROCUREMENT

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

Request for Non-Standard Procurement

FOR DEPARTMENT USE ONLY:

Description of Procurement: To acquire COVID-19 Rapid Testing kits to eliminate the spread of Coronavirus.

Background: Services needed for the City of Detroit's rapid clinic operations to test for COVID-19.

Contractor: Abbott

Basis for selection: Manufacturer of COVID-19 rapid test kits.

Using Department: Health Total \$: 4,329,136.50

Department Approval

_____ Valerie Kyser	<i>Valerie Kyser</i> 9/29/21	(313) 461-8939
Requestor	Signature	Phone/Date
_____ Hakim Berry	<i>Hakim Berry</i> 9/29/21	(313) 224-9514
Department Director or Higher	Signature	Phone/Date

FOR PROCUREMENT USE ONLY:

- LAPSE OF CONTRACT COVERAGE:** Existing contract expired or option not exercised in timely manner.
- EMERGENCY PROCUREMENT:** Purchases that would protect the public's health, welfare or safety.
- UNPLANNED PURCHASE (NON-EMERGENCY):** Not in annual budget or procurement plan.
- SOLE SOURCE:** A sole source is applicable when documentation is provided that the product or service is supported by any of the following:
A. Proprietary (protected by law) B. New Technology (data or product) C. Public Threat D. Licenses
E. Specialized facility F. Specialized test equipment G. Unique skills
- UNAUTHORIZED PURCHASE:** Not allowed

APPROVAL OF:

Lapsed Contract Coverage Emergency Unplanned Sole Source Proprietary (protected by law)

New Technology (data or product) Public Threat Licenses

Specialized facility Specialized test equipment Unique skills)

ACKNOWLEDGEMENT OF:

Receipt of Unauthorized Purchase Request

DENIED _____

OCP Specialist

Toni Stewart-Limmitt	<i>Toni Limmitt</i>	3132244614 9-29-21
OCP Supervisor	Signature	Phone/Date
Boysie Jackson	<i>Boysie Jackson</i>	3132244619 9/29/2021
Chief Procurement Officer	Signature	Phone/Date

Effective 1/15/2019

Attachment C – continued

DocuSign Envelope ID: E805F8B4-9021-4F0A-A2E3-877F3940ECBE

ABBOTT TEST KIT / ORDER CALCULATION

LINES FOR PROCUREMENT REQUEST/REQUISITION				
Line	Quantity	Item Price	Amount	Description
1	4,875	\$ 888.00	4,329,000.00	Test Kits
2	0	\$ 250.00	-	Control Kits
3	0	\$ 16.20	-	Thermal Paper (pack of 400)
4	39	\$ 3.50	136.50	Shipping
TOTAL			4,329,136.50	

Kits	# of Weeks	Total Kits Needed (Request Period)
125	39	4,875

# of TESTS CONVERSION				
Kits	# of Test Per Kit	Total Tests Needed per Week	# of Weeks	Total Tests Needed (Request Period)
125	24	3,000	39	117,000

33
26

	117,000	Chk Fig
	117,000	Diff
	-	

WARRANTY

LINES FOR PROCUREMENT REQUEST/REQUISITION				
Line	Quantity	Item Price	Amount	Description
1	0	\$ -	-	Test Kits
2	0	\$ 250.00	-	Control Kits
3	0	\$ 16.20	-	Thermal Paper (pack of 400)
4	0	\$ 3.50	-	Shipping
TOTAL			-	

Kits	# of Weeks	Total Kits Needed (Request Period)
125	43	5,375

# of TESTS CONVERSION				
Kits	# of Test Per Kit	Total Tests Needed per Week	# of Weeks	Total Tests Needed (Request Period)
125	24	3,000	43	129,000

Chk Fig
Diff

	129,000	Chk Fig
	129,000	Diff
	-	

WARRANTY

Attachment D

Purchase Order : 3052540 Change Order :1
Date : 10/13/2021

To :

Company Abbott Rapid Dx North America, LLC
Contact

Address 30 SOUTH KELLER ROAD
 SUITE 100
 ORLANDO, FL 32810



From :

Company City of Detroit
Contact LaTonia Stewart-Limmitt
Address COLEMAN A YOUNG MUNICIPAL CENTER
 2 WOODWARD AVENUE , STE 1200
 DETROIT, MI 48226

Phone

Fax

E-mail Limmitt@detroitmi.gov

This document has important legal consequences. The information contained in this document is proprietary of the City of Detroit. It shall not be used, reproduced, or disclosed to others without the express and written consent of City of Detroit.

This amendment supersedes the agreement 3052540 and all its prior modifications.

To remove the shipping cost of \$135.50 per Tom at Abbott shipping is free.

This contract modification is effective as of **13-OCT-2021**.

Chief Procurement Officer

Office of Contracting and Procurement
Proprietary and Confidential

1

Attachment D – continued

Purchase Order : 3052540 Change Order :1
Date : 10/13/2021



Sold To City of Detroit
COLEMAN A YOUNG MUNICIPAL
CENTER
2 WOODWARD AVENUE , STE 1200
DETROIT, MI 48226

Purchase Order	3052540
Purchase Order Date	29/SEP/2021
Change Order	1
Change Order Date	13/OCT/2021
Revision	1
Purchase Order Amount	4,329,000.00 USD

Supplier Abbott Rapid Dx North America, LLC

30 SOUTH KELLER ROAD
SUITE 100
ORLANDO, FL 32810

Bill To FIN Acct Pay
OFFICE OF THE CONTROLLERS -
ACCOUNTS PAYABLE
2 WOODWARD AVE. STE 644
DETROIT, MI 48226
UNITED STATES

Ship To HEA Admin
100 MACK AVE
3RD FLOOR
DETROIT, MI 48201
UNITED STATES

Notes USD = US Dollar

Please deliver 3000 test for 39 weeks. (125 test kits with 24 in each) Deliver to the City of Detroit Health Dept.

Procurement Specialist	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
LaTonia Stewart-Limmit	2048326	Immediate	Account of Seller	Delivered	Lowest Cost Carrier

Line	Item	DeliveredTo	Price	Quantity	UOM	Ordered
1	Services needed for the City of Detroit's rapid clinic operations to test for COVID-19	Steward, Bianca	4,329,000.00			4,329,000.00
		Delivery Date				4,329,000.00
		Required Date				
		06-Oct-2021				
		Shipping Method Lowest Cost Carrier				
					Line Total	4,329,000.00
					Total	4,329,000.00

Office of Contracting and Procurement
 Proprietary and Confidential

Attachment D – *continued*

Purchase Order : 3052540 Change Order :1

Date : 10/13/2021

Terms and Conditions :

Please see below for general conditions.

Special Terms :

Purchase Order Description :

COVID-19 TESTING KITS TO REDUCE THE SPREAD OF COVID.

Attachment D – continued

Purchase Order : 3052540 Change Order :1
Date : 10/13/2021

GENERAL CONDITIONS
Last Updated April 7, 2017

1. PROCUREMENT POLICY

Procurement for the City of Detroit shall be carried out in a manner which provides a transparent, open, and fair opportunity for all eligible Suppliers to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal.

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

2. QUOTATIONS/PROPOSALS

Suppliers MUST electronically submit the bid quotation/proposal. Failure to submit will be grounds for rejection. In your quotation, a distinction between dollars and cents must be made. Illegible bids may be grounds for rejection of your bid.

3. RESPONSIBILITIES

The responsibilities under this (proposed) contract are that the City of Detroit is obligated during the period stipulated to purchase all its NORMAL REQUIREMENTS of the above referenced products and/or services from the Supplier, and the Supplier 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 AND SECURITY REGULATIONS

The Supplier shall fully comply with and shall require its associates to comply with: (1) federal, state and local laws, ordinances, code(s), regulations and policies applicable to this contract, 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; and (3) with the terms and conditions of the grant, and the requirements of the grantor agencies when grant funds that are specifically related to this Contract are expended.

The Supplier shall indemnify, defend, and hold the City harmless with respect to any damages arising from any violations of applicable laws and regulations by it or its associates. The Supplier shall commit no trespass on any public or private property in performing any of the Services encompassed by this Contract. The Supplier shall require, as part of any subcontract that sub-Contractors comply with all applicable laws and regulations. The Supplier 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. EQUAL OPPORTUNITY

It is the policy of the City that women-owned businesses (WBE), minority-owned businesses (MBE), and Detroit businesses (DB) have a fair and equal opportunity to participate in the City's purchasing process. Therefore, the City of Detroit strongly encourages D/M/WBEs to compete for contracts, as well as encourage suppliers to hire D/M/WBEs as subcontractors to supply goods and/or services. The City of Detroit supports a robust free market system that seeks to include viable business and provides opportunity for business growth and development. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at www.detroitatworks.com for specific contact information regarding these opportunities.

6. INSURANCE

The Supplier shall maintain, at a minimum and at its expense during the term of this contract, the following insurance:

- i. 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 employee. For Federal and State Funded Training Programs, the Supplier is required to secure worker's compensation insurance for all of its participants.
- ii. Commercial General Liability insurance with limits of \$1,000,000.00 per occurrence, subject to a minimum aggregate limit of \$2,000,000.00
- iii. 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

Office of Contracting and Procurement
Proprietary and Confidential

Attachment D – continued

Purchase Order : 3052540 Change Order :1

Date : 10/13/2021

occurrence.

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 Supplier will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Supplier's expense, under valid and enforceable policies issued by insurers licensed to conduct business in Michigan.

All policies shall name the Supplier 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 of Detroit" as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Office of Contracting and Procurement prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

7. SUBMISSION OF ANY REQUIRED BONDS OR INSURANCE

Receipt of bonds and/or insurance is part of the process of determining which Supplier may be recommended for award to the City Council. If cause is found to change the recommendation that a Supplier 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.

8. INVOICING

All suppliers must register in the Supplier Portal for invoicing for payment. Invoice submission instructions for Supplier Portal usage can be found on the City of Detroit's website at <http://www.detroitmi.gov/Supplier>. Suppliers are required to be set up for Automatic Clearing House (wireless payment) in order to receive payment.

Invoices Must Meet the Following Conditions for Payment:

All invoices submitted against the contract must include part or item numbers and/or description. The quantity (for goods) and/or the amount (for services) must correlate to the price listed on the contract or purchase order.

Invoicing for goods and/or services should only be entered in the Supplier Portal after they have been shipped.

Invoicing before is prohibited and will result in the delay of payment. Failure to comply is considered non-compliant to the terms of your contract or purchase order.

Timely submission of invoices will result in timely payments.

Questions should be directed to procurementinthecloud@detroitmi.gov.

Upon the City's registration of Contractor with the City's web-based supplier portal, Contractor shall enter into the portal the appropriate banking information corresponding to the account to which Contractor elects to have the City send financial payments due pursuant to this Agreement (the "Designated Account"). Contractor acknowledges and accepts that the City shall send financial payments due to Contractor to the Designated Account, and the City shall bear no liability for any error in the information provided by Contractor with respect to the Designated Account. The City has no obligation to independently investigate the information provided by Contractor with respect to the Designated Account.

9. PROTECTION OF WORK, PERSONS, AND PROPERTY

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

10. CLEARANCES

The successful Supplier 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 can be found in the ERP system. It is the Supplier's responsibility to obtain and maintain clearances. Approved clearances are not required to submit the bid, but will be required of the successful Supplier prior to City Council approval.

11. 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 Supplier 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 Supplier recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the Supplier or its sub-Contractors, or both, in order to provide for efficient cooperation and coordination in

Attachment D – continued

Purchase Order : 3052540 Change Order :1

Date : 10/13/2021

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 Suppliers doing business with the City and to review the employment practices of Suppliers 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 Supplier agrees to include this paragraph number 3 in any subcontract. Breach of this covenant may be regarded as a material breach of the contract.

12. 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 Bid Response 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 Supplier 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.

13. PRICES QUOTED

Prices quoted must be net of discounts. Discounts will be considered in the determination of best value Supplier, provided discounts correspond for the duration of the contract. Where net is equal to bid with discount deducted, award will be made to the net bid. The Supplier shall extend and total the bids.

14. 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 Supplier and incorporated into other products are taxable to the Supplier. 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.

15. SPECIFICATIONS, CHANGE OF SPECIFICATION, AND ERRORS OR OMISSION

Specifications which refer to brand names are given for reference. Suppliers 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 while the bid is current, the City will notify the Suppliers of the bid revision electronically and if required extend bid submission date. Suppliers 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.

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services 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 will be grounds for rejection of your bid.

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

16. RECEIPT OF BIDS

Bids must be received by the Office of Contracting and Procurement through the electronic bid system (e.g. ERP System) prior to the date and time specified on the face of this bid package unless otherwise authorized. Late bids cannot be accepted except in extenuating circumstance such as ERP system failure. The responsibility of getting bids to the Office of Contracting and Procurement on time rests entirely with the Supplier.

17. WITHDRAWAL

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

18. AWARD CONDITIONS

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 Supplier who is in arrears in City taxes. Article V, Chapter 18 of the Detroit City Code, 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, Suppliers may check the City of Detroit website, www.detroitmi.gov. All awards will be made in accordance with the provisions of Article V, Chapter 18 of the Detroit City Code

Attachment D – continued

Purchase Order : 3052540 Change Order :1

Date : 10/13/2021

which provides for purchasing and disposition of property consistent with the City Charter.

19. CONTRACT ACCEPTANCE

The successful Supplier shall be notified of the award of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order from the Office of Contracting and Procurement. The "Contract Award Notice" shall contain the date the contract award was approved.

20. START OF WORK

No Contract shall become effective until the Contract has been approved by the required City Departments, signed by the City of Detroit Chief Procurement Officer, and approved by resolution of the Detroit City Council. Prior to the completion of this approval process, the Supplier will have no authority to begin work on this Contract. The Chief Procurement Officer shall not authorize any payments to the Supplier prior to such approvals, nor shall the City incur any liability to reimburse the Supplier regarding any expenditure for the purchase of materials or the payment of services.

21. 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 Supplier shall pay the City for expenses incurred in correcting defects. Rejected articles will be returned to Suppliers at their expense for handling, packing and transportation.

22. 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.

23. ASSIGNMENT

A Supplier shall not assign any purchase order or Contract or any monies due therefrom without prior approval of the City. Contact the Contracting and Procurement Specialist for proper procedure.

24. DEFAULT

Default is defined as the failure of the Supplier to fulfill the obligations of their Contract. An event of default shall be construed as a material breach of this Contract.

25. DAMAGES FOR BREACH OF CONTRACT

The Supplier shall be liable to the City for any damages it sustains by virtue of the Supplier's breach, or any reasonable costs the City might incur enforcing or attempting to enforce this Contract, including, but not limited to, reasonable attorney's fees. The City may withhold any payment(s) to the Supplier for the purpose of set-off until such time as the exact amount of damages due to the City from the Supplier is determined. It is expressly understood that the Supplier will remain liable for any damages the City sustains in excess of set-off. If the Contract is 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 Supplier shall be liable to the City for any and all costs occasioned to the City thereby. The City may assess upon the Supplier, for failure to meet any provision or condition of the Contract, liquidated damages up to the amount of 15% of the total contract price, 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.

26. TERMINATION OF CONTRACT FOR CONVENIENCE

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 Supplier.

27. TERMINATION OF CONTRACT FOR CAUSE

The Supplier agrees that the City shall have the right to terminate the City's Contract with the Supplier for cause, as determined by the Chief Procurement Officer, without any liability whatsoever, upon the giving of ten (10) days' notice. Cause is an event of default due to the Supplier's failure to fulfill its obligations under the Contract.

At any time during the term of the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Supplier to cure poor or deficient work performance, inability of the Supplier to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 90-calendar day written notice to terminate.

28. AUDIT, INSPECTION OF RECORDS AND COST VERIFICATION

The City reserves the right to audit the Supplier's payroll records to verify labor charges for work performed under this Contract upon 72 hours' notice. The Supplier shall permit the authorized representative of the City to inspect and audit all data and records of the Supplier 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 Contract shall be retained by the Supplier during the term of the Contract and for

Office of Contracting and Procurement
Proprietary and Confidential

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three (3) years after final payment for the purpose of such audit and inspection.

29. INDEMNITY

The Supplier agrees to indemnify, defend, and hold the City harmless against and from any and all liabilities, obligations, damages, penalties, claims costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the City by reason of any negligent or tortious acts, errors, or omissions attributable to the Supplier, or any failure by the Supplier 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 Supplier, the City of Detroit, and any negligent or tortious acts, errors, or omissions attributable to the Supplier, its sub-Contractors or Agents.

30. CONFLICT OF INTEREST

The Supplier 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 Supplier further covenants that in the performance of this Contract no person having any such interest shall be employed. The Supplier 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 Supplier 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 Supplier 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 Supplier hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

In accordance with Section 4-122 of the Detroit City Charter, the contractor shall provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns, to elective City officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses. The Contract is not valid unless and until the Statement of Political Contributions and Expenditures is provided. The Statement of Political Contributions and Expenditures shall be filed by the contractor on an annual basis for the duration of the Contract, shall be current up to and including the date of its filing, and shall also be filed with all contract renewals and change orders, if any.

31. CHANGE IN SUPPLIER INFORMATION

Supplier shall notify the Office of Contracting and Procurement 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 submitted in writing to procurementinthecloud@detroitmi.gov identified on the Purchase Order and shall include all of Supplier's changed information and the effective date of such change.

32. TAXPAYER IDENTIFICATION NUMBER

Supplier shall notify the Chief Procurement Officer and the Income Tax Administrator of the City upon the change of Supplier's taxpayer identification number. Such notification shall be in writing; shall include at a minimum, the Supplier's taxpayer identification number in use by the City, Supplier's new taxpayer identification number and all contract and purchase order numbers under which the Supplier is currently providing goods and services to the City; and, shall be electronically submitted to the City within five (5) business days of Supplier's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure of the Supplier to supply the information required, may be deemed an event of default at the sole discretion of the City.

33. SETOFF

In addition to Supplier'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 Supplier by City, delinquent withholding, corporate and property tax liabilities owed to the City by Supplier. The City's right of recovery shall be a setoff against those payments owing to Supplier by virtue of this, or any current City Contract. The City will provide written notice to Supplier of any intention to invoke its right to setoff payments due to Supplier under this Contract against delinquent withholding, corporate and property tax liabilities owed. Such written notice shall be delivered to Supplier at the address provided in the Contract/Purchase Order.

34. SUPPLIER COMMITMENT

By submitting this bid or proposal, the Supplier commits and legally binds itself to provide to the City of Detroit the goods/services in this bid at the time, place, manner and pricing set forth in the bid as accepted by the City.

35. OFFICE OF THE INSPECTOR GENERAL

In accordance with Section 2-106.6 of the City Charter, any Contract resulting from this bid shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to any Contract resulting from

Attachment D – *continued*

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this bid has an interest in the Contract and fails to disclose such interest.

This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to any Contract resulting from this bid. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.

Any Public Servant who wilfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

Attachment E

From: [St Cyr, Brian](#)
To: [LaShanda Davis](#); [LaTonia Lamitt](#); [Resha Goswar](#)
Cc: [Pawlowski, Thomas R](#)
Subject: [EXTERNAL]Abbott IDNOW PO
Date: Monday, October 11, 2021 1:53:50 PM
Attachments: [PO_305245007781909_3052450_0.pdf](#)

LaTonia and Team,

The PO you submitted has the incorrect dollar amount on it. The total for the kits you requested should be \$4,329,000.00. For some reason there is an extra \$136.30 in there. Can you please update this and send back asap so we can ship your kits out for the week?

Thank you!



Brian St. Cyr

US Infectious Disease

National Strategic Business Sales
Director

Abbott Rapid Diagnostics

100 South Saunders Rd

4th Floor

Lake Forest, IL 60045

Mobile +1 713-862-6904

brian.stcyr@abbott.com

This e-mail and any files transmitted with it are confidential. If you are not the named addressee, you should not disseminate, distribute or take any action in reliance on the information. If you have received this e-mail by mistake, please notify the sender immediately by e-mail. If you are not the named addressee you should not disseminate, distribute or take any action in reliance on the information. If you are not the named addressee you should not disseminate, distribute or take any action in reliance on the information.

ATTENTION: This email was sent from an external source. Please be extra cautious when opening attachments or clicking links.

Attachment F

BYRD ANTI-LOBBYING AMENDMENT

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Attachment F – *continued*

Signature of Contractor's Authorized Official

Name and Title of Contractor's Authorized Official

Date