



**CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
REQUEST FOR PROPOSALS**

RFP NO. 184223

American Sign Language Interpretative Services for the Deaf and Hard of Hearing

Buyer: Hilrie Edwards

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	December 4, 2023
PRE-PROPOSAL CONFERENCE	9:00am – 10:00am, December 15, 2023 Location: Microsoft Teams Virtual Meeting
RFP NO. 184223	
Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 262 325 149 748 Passcode: 5vUgsL Download Teams Join on the web Or call in (audio only) +1 469-998-6602,,773365529# United States, Dallas Phone Conference ID: 773 365 529#	
QUESTIONS DUE	12-18-23 on or before 1:00pm All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFP.
ANSWERS DISTRIBUTED	12-20-23 via Oracle Messages
PROPOSAL DUE DATE *	January 5, 2024@ 1:00pm EST In the Supplier Portal as specified in Section 4.5 of this RFP.

* Proposals must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed proposals will not be accepted.



Respondents must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database www.detroitmi.gov/supplier. Instructions may be found on the City of Detroit website which includes tutorials on how to register. If you have any questions, please send an email to procurementinthecloud@detroitmi.gov or call (313) 224-4600.



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Section 1. Project Summary and Background

1.1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the Civil Rights Inclusion and Opportunity (CRIO) requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFP to provide American Sign Language Interpretive Services for the Deaf and Hard of Hearing Community.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The City of Detroit is requesting American Sign Language interpretation services for the Deaf and hard of hearing community, to provide them with language access to City's programs, services, employment opportunities, and government meetings.

1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP, it will be a City of Detroit Professional Service Contract for two years. We anticipate a single contract award with one renewal option. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer.

Section 2. Statement of Work

2.1. SERVICES TO BE PERFORMED

The Contractor shall provide American Sign Language (ASL) services as requested for Deaf and Hard of Hearing constituents and city employees, including

- Government Meetings
- Staff Meetings
- Job interviews and training
- Grievances/Discipline/Compliances
- Presentations and workshops
- Legal subject matter
- Television and digital communications (live-streaming and/or recording)
- Virtual remote interpreting

Regular Office Hours

The City operates Monday through Friday from 8:00AM to 5:00PM Eastern Standard Time. That time frame is considered regular office hours. Some meetings may be planned in advance, but some others may be arranged immediately without adequate notice. The Contractor should be able to accommodate requests anytime during office hours. Interpreters may be requested to interpret during or after office hours, either on-site or off-site. After Hours

Occasionally, some City events or meetings may be hosted outside of regular office hours, Monday through Friday from 5:00PM to 8:00AM Eastern Standard Time, and during the weekends. These events are usually planned in advance.

On-site Interpreters

On-site Interpreters can be scheduled either by calling Contractor directly to set up an appointment, or by accessing their online software. Both options provide for scheduling 24x7x365.

Remote Interpreting or Virtual Interpreters

Some meetings may occur online through using a video platform (e.g., Zoom, Microsoft Teams, Skype, or Google Meet). The Contractor will receive access information to share with its interpreters. See “8. Technical Information” for additional information.

Request Submissions

Five days’ notice will be provided of requested meeting dates. An Emergency line shall be provided as an alternative option if an in-person interpreter is unavailable or needs to cancel abruptly. The Contractor should confirm and provide the names of assigned interpreters prior to assignment for security purpose.

Availability

- I. The Contractor shall be open during normal office hours (Monday through Friday from 8:00AM to 5:00PM EST). In addition, will be able to provide interpretation services outside of normal office hours, including evenings and weekends, upon request for other departmental meetings with residents in which interpretation services are needed.
- II. The Contractor must provide a list of interpreters that will work for the City of Detroit (use attachment 'List of Interpreters').
- III. On-Site Interpreters can be scheduled either by texting, emailing, or calling Contractor directly to set up an appointment, or by accessing their online software.
- IV. The Contractor must communicate their acknowledgement of each request within 24 hours.
- V. An emergency 24/7 hotline shall be provided as an alternative option if an in-person interpreter is unavailable or needs to cancel abruptly when appropriate.
- VI. All interpreters must arrive early or on time at the job assignment.
- VII. The Contractor must be able to handle high volume of requests (e.g., 30 to SO requests per month, ~so requests a year).

VIII. Professionalism

All interpreters are expected to adhere to the Registry of Interpreters for the Deaf's Code of Professional Conduct.

Depending on the assignment, the dress code is business attire or business casual, as long clothing is not unobtrusive or distracting. It is recommended for effective interpretation that interpreters remove any shiny accessories or jewelry during the assignment. Virtual/remote interpreters must have solid backdrop in the background, in addition, avoid wearing the same color clothing as backdrop (e.g., black clothing in front of black backdrop).

IX. Confidentially Agreement

2.2. OPERATIONAL INFORMATION

Awarded Contractor(s) will work closely with City agency staff.

The Respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

2.3. TECHNICAL INFORMATION

For remote interpreting meetings through Zoom or other video conferencing technology, the Contractor shall have real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video without lag, and/or choppy, blurry, or grainy images in order to allow no pauses in communication.

The video image should clearly display the interpreter's face, arms, hands, and fingers, and the face, arms, hands, and fingers of the person if using sign language, regardless of their body position



2.4. PAYMENT & PERFORMANCE BOND (N/A)

Section 3. Proposal Evaluation and Selection Process

3.1. MINIMUM QUALIFICATIONS

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

I. Service Qualifications

Michigan Law requires an interpreter to be both qualified and effective. Additionally, all interpreters must possess the minimum State certification or endorsement requirements for each type of proceedings according to the Michigan Certified Interpreters Minimum Standards chart, which is Standard Level 2 or higher for city government activities.

The contractor must provide the full name of each interpreter and their credentials prior to all assignments. The City of Detroit must be provided with an opportunity to verify each interpreter's credentials and reserves the right to reject unqualified interpreters.

II. Language Access

The contractor must provide proof to be able to accommodate the client's specific communication preference such as American Sign Language (ASL), Pidgin Signed English (PSE), Signing Exact English (SEE), Black American Sign Language (BASL), Pro-Tactile Communication (for Deafblind), and/or Certified Deaf Interpreter.

The contractor accepts full business liability for providing unqualified interpreters, interpreters without active certifications will be rejected by the city.

3.2. ADHERENCE TO TERMS OF PROPOSALS

A proposal once accepted by the City of Detroit, may become a binding contractual obligation of the Respondent. The failure of a successful Respondent to accept this obligation and to adhere to the terms of the Respondent's proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent. Respondents 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.

3.3. QUESTION DEADLINE

All questions regarding the RFP shall be submitted through the Supplier Portal no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted within the Supplier Portal. The City of Detroit does not guarantee a response to questions submitted after the question deadline.

Should a Respondent be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the Respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFP.

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

Respondents requesting changes to the RFPs terms and conditions, specifications, quantities, etc.; or if clarifications are needed, must make the request in writing by the stated bid submission deadline.

3.4. EVALUATION CRITERIA

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
1. Qualifications and Quantity of Interpreters	30
2. Availability	15
3. Quality of Proposal	10
4. Cost of Services	10
Total Points Possible	65

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Proposal Evaluation Criteria	Possible Points
1. Detroit Headquartered Business	15 Points
2. Detroit Based Business	5 Points
Total Points Possible	15

Maximum points for phase two not to exceed fifteen (15) points.

PHASE THREE CRITERIA ECONOMIC DEVELOPMENT & CONTRACT PERFORMANCE OF PRIME AND SUBCONTRACTOR(S)

Proposal Evaluation Criteria	Possible Points
1. Detroit Headquartered Business	20 Points
2. Detroit Based Business	10 Points
Total Points Possible	20

Maximum points for phase three not to exceed twenty (20) points.

3.5. EVALUATION PROCEDURE

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS which meet the required format of this RFP, will be evaluated. Any proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable.

The City may also, at its discretion, request oral presentations, make site visits at Respondent’s facility, and may request a demonstration of Respondent’s operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete.

The City may also, at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

Any of the additional data specs and standards described in Section 2.3, that are met will be factored positively into the overall score.

Qualifications and Quantity of Interpreters - 30 points

- Interpreters have demonstrated experience of working in the Detroit community
- A majority of contracted interpreters possess Standard 2 or Standard 3 credentials
- The Contractor has adequate number of interpreters, both freelance and staff, to accommodate high volume of requests.
- The Contractor understands the scope of work, is familiar with the City’s programs and services, and adheres to relevant Michigan laws.

Availability - 15 points

- The Contractor is able to accommodate requests during business hours and after hours, weekends, and receiving requests on a short notice.
- The Contractor is able to accommodate different client’s communication preferences other than ASL.
- The Contractor responds within 24 hours to process a request, and is available by email, phone, and/or portal.

Quality of Proposal - 10 points

- Provides Interpreting Services Rates Chart
- Provides a list of interpreters that will work for the city of Detroit.
- Provides a process for resolving complaints, conflicts, or other issues.

Cost of Services - 10 points

- The Contractor provides a chart with all cost associated with providing interpreting services and the rates are competitive with the industry average.

3.6. ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request oral presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Respondents will be notified by the Office of Contracting and Procurement of the date, time and location for oral presentations.

3.7. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all proposals received.
- 2) waive any non-conformity.
- 3) re-advertise for conformity
- 4) withhold the award for any reason the city determines.
- 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or,
- 6) take any other appropriate action that is in the best interest of the city.

This RFP does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

3.8. PROTESTS

Protests can be filed with the Office of Procurement. Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest to the following:

**City of Detroit Chief Procurement Officer
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
“Procurement Protest”**

At a minimum, such protests shall include:

- 1) name of protestor.
- 2) solicitation/contract number and description; and
- 3) statement of grounds for protest (reference specific text in the solicitation, bid or contract document that is at issue).

The decision of the Chief Procurement Officer and/or the Department Director are final and is not subject to appeal.



Section 4. Required Proposal Content and Submission Process

4.1. ACCURACY AND COMPLETENESS OF INFORMATION

All information pertaining to the prospective respondent’s approach in meeting the requirements of the RFP shall be organized and presented in the prospective respondent’s proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

4.2. REQUIRED PROPOSAL CONTENT AND FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety, responses must be uploaded in the Supplier Portal along with the Affidavit of Disclosure Interests Form and Non- Collusion Affidavit found under requirements section of the of RFP#XXXXXX:

Required Response Item	
1.	Letter of Transmittal The prospective respondent’s proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.
2.	Attachment A – Respondent Questionnaire Respondent shall provide their Proposal Introduction and Experience / Capacity & Staffing, per the requirements provided in Attachment A.
3.	Attachment B – Proposal Introduction and Solution / Approach Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment B.
4.	Attachment C – Pricing Respondent shall provide their Pricing proposal, per the requirements provided in Attachment C.
5.	Attachment D – Forms, Affidavits and Documents- Award Winners Only Respondent will be required to provide their completed Forms, Affidavits, Insurance and Documents, if they are selected as the award winner provided in Attachment D.
6.	Attachment E – Model Professional Services Contract Respondent shall provide their agreement to the Model Professional Services Contract or note any exceptions provided in Attachment E.



4.3. REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the City of Detroit, through the completion of **Attachment C**. If a contract is entered into as a result of this RFP, it will be a contract for fees related to providing all requested services, with a price not to exceed the total price quoted in the proposal. The City of Detroit reserves the right to select proposals from the most responsible Respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function.

4.4. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent’s ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

4.5. SUBMITTAL INSTRUCTIONS

All proposals **must** be submitted through the Supplier Portal. Each Respondent is responsible for ensuring that its proposal is received by the City on a timely basis. **Faxed or mailed proposals will not be accepted.**

Firms shall not distribute their proposals to any other City office or City employee. Proposals received become the property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Supplier Portal. Responses received **will not** be available for review. Proposals received will be subject to disclosure under the state of Michigan’s Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the proposals in the Supplier Portal. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

E-Procurement Open Assistance Sessions
Learning How to Navigate Oracle
 To join E-Procurement experts for Oracle demonstrations and Q&A pick one of the time slots

Virtual Learning Session (30 min. each)	Day & Time Option 1	Day & Time Option 2
Supplier Registration	<u>Mondays, 10:30 AM</u>	<u>Thursdays, 1:00 PM</u>
Supplier Profile Updates	<u>Mondays, 11:30 AM</u>	<u>Thursdays, 1:30 PM</u>
Responding to Bids	<u>Mondays, 9:30 AM</u>	<u>Fridays, 9:30 AM</u>
Invoicing	<u>Tuesdays, 1:30 PM</u>	<u>Fridays, 11:30 AM</u>
Online Office Hours (General)	<u>Tuesdays, 3:00 PM</u>	<u>Wednesdays, 9:30 AM</u>

Section 5. General Conditions and Requirements for RFP

5.1. CONTRACT APPROVAL

Upon contract award, the City and the successful Respondent shall execute a professional services contract, which shall contain all contractual terms and conditions in a form provided by the City. No contract shall become effective until the contract has been approved by the required City Departments and Detroit City Council and signed by the City of Detroit Chief Procurement Officer. Prior to the completion of this approval process, the successful Respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the successful Respondent prior to such approvals; nor shall the City incur any liability to reimburse the successful Respondent regarding any expenditure for the purchase of materials or the payment of services.

5.2. PAYMENT

All properly executed invoices submitted by the successful Respondent will be paid in accordance with the City of Detroit Prompt Payment Ordinance.

5.3. INVOICES

Vendors must be registered in City of Detroit Vendor Portal and be a registered vendor with the City of Detroit to submit invoices and receive payments. Go to <http://www.detroitmi.gov/Supplier> to register.

AUTHORIZATION TO COMMENCE WORK OR SHIP GOODS – READ CAREFULLY!!!

Contractors may begin work or ship goods upon receipt of the required authorization, which is the CPA (Contract Purchase Agreement), in addition to *SPO (Standard Purchase Order)*, from Procurement.

The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued.

****Work commencing without issuance of the SPO is subject to Payment Delays and/or Non-Payment! ****

Required vendor steps to invoice:

- 1) Invoices should NOT be uploaded until the Contractor receives confirmation of review and approval from the City of Detroit.
- 2) Vendors should submit their invoices via City of Detroit Vendor Portal. Portal invoice amount and creation date must match the date on attached invoice. Please follow the below invoice requirements:

Invoice MUST contain or have as attachment:

- Vendor Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection)
- City of Detroit contact (person who authorized work to commence)

- Invoice Date
- Date of service/delivery
- Contract number
- Purchase order number
- Total Invoice amount
- The wording “ Goods/Services” (must be noted on every invoice)

Other invoice requirements:

- Invoice must be billed based on Purchase Order rates
- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal

Terms are standard NET 30 Days, unless otherwise negotiated, and start from the invoice receipt date, provided that the invoice is submitted timely to our AP department with the necessary supporting documentation.

If you need payment assistance, please contact the Office of Departmental Financial Services (ODFS) 313-410-7804.

5.4. ASSIGNMENT

The services to be performed by the successful Respondent shall not be assigned, sublet, or transferred, nor shall the successful Respondent assign any monies due or to become due to him under any contract entered into with the City pursuant to these specifications, without prior written approval of the City.

5.5. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

The City reserves the right to modify the services provided by the successful Respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the successful Respondent and the City.

5.6. NEWS RELEASE

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

5.7. MISCELLANEOUS

It shall be the responsibility of the Respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time to time be changed in writing.

Contractors are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. 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.detroitatwork.com for specific contact information regarding these opportunities.

5.8. OFFICE OF INSPECTOR GENERAL

- 5.8.1. In accordance with Section 2-106.6 of the City Charter, this Contract 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 the Contract has an interest in the Contract and fails to disclose such interest.
- 5.8.2. 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 the Contract.
- 5.8.3. 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.
- 5.8.4. 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.
- 5.8.5. 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.
- 5.8.6. Any Public Servant who willfully 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.
- 5.8.7. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article: "Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.

RFP Attachments List

The following Attachments are available to download on the Supplier Portal.

Attachment A - Respondent Questionnaire

Attachment B - Proposal Introduction and Solution / Approach

Attachment C - Pricing

Attachment D - Forms, Affidavits and Documents-(Award winner only)

Attachment E - Model Professional Services Contract