

# CITY OF DETROIT OFFICE OF CONTRACTING AND PROCUREMENT ARPA REQUEST FOR QUOTE

# **RFQ NO. 184064**

# ARPA - MENTAL HEALTH CO-RESPONSE FULL SIZE PASSENGER VANS (Vendor has the Option to Quote Upfitting - Specifications included)

Buyer: Hilrie Edwards

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	December 12, 2023
QUESTIONS DUE	January 5, 2024 @ 1:00pm EST All questions must be submitted online in the Supplier Portal.
ANSWERS DISTRIBUTED	January 8, 2024@ 1:00PM EST

BID DUE DATE *	January 12, 2024 @ 1:00PM EST

<sup>\*</sup> Quotes 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 <a href="www.detroitmi.gov/supplier">www.detroitmi.gov/supplier</a>. 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 <a href="mailto:procurementinthecloud@detroitmi.gov">procurementinthecloud@detroitmi.gov</a> or call (313) 224-4600.



#### 1. BACKGROUND / SCOPE OF WORK

The City of Detroit has received funds from the United States Department of the Treasury (the

"Treasury") pursuant to the Coronavirus State and Local Fiscal Recovery Fund under CFDA 21.027 ("ARPA Funds"), under Section 602 and 603 of Title VI of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") (Subtitle M of Title IX of Public Law 117-2); and the City has allocated ARPA Funds to provide funding for appropriate and qualifying expenditures as allowed under the Treasury Guidance Interim Final Rule "Coronavirus State and Local Fiscal Recovery Funds" (86 Fed. Reg. 267878).

#### INTRODUCTION

The work included consists of furnishing and unloading a (4) full-size passenger van. The vendor also has the option to provide a quote for the upfitting requirements for these vehicles. The Upfitting requirements and specifications are identified in this RFQ.

Each unit shall be equipped and specified herein. All vehicles to be furnished by the vendor shall be new and of the manufacturer's latest model. The vehicle shall be delivered, washed, and prepped for service with all stickers removed from windows. All stickers, tags, and plates with part numbers, and manufacturers' name, model, or, identifying information shall have all paint, or other material removed so that information may be recorded. All lubricants for engine, transmission, and rear end shall be filled to the proper level with the corresponding manufacturer's fluids.

#### **GENERAL REQUIREMENTS**

Bids will be considered only from vendors who offer equipment that is manufactured by companies that are known to be skilled and have been regularly engaged in the manufacture of equipment of the type, class and size specified herein for a period of not less than five (5) years.

In order to avoid experimental equipment, the vendor shall include in the bid package a list of at least ten (10) users of the equipment type offered it the package located in Midwest, so that the references can be checked by Department personnel.

Any deviations from these specifications shall be submitted with the bid in writing, with full detail of each variation with reference made to each paragraph to which the variation applies. If these variations are not submitted with the bid, the entire bid will be considered non-responsive.



Delivery time, past performance of the vendor and or the equipment offered, as well as price, will be considered major factors in determining the successful vendor. Delivery time must be submitted in writing, in calendar days from the time of receipt of purchase order award.

All equipment shall be new and the manufacturer's latest model.

All equipment requiring lubrication shall be provided of the proper type and amount before delivery.

The vendor shall furnish equipment that is established, reliable, and in successful operation. Any experimental or unproved design is not acceptable.

#### **VENDOR RESPONSIBILITY**

It shall be the vendor's responsibility to assure all the following:

All vendors, whether a manufacturer or designated dealer, who can provide materials, features, or options to meet the specifications outlined herein and willfully fails to do so because of price or to gain a pricing advantage in a competitive bid situation, will be deemed non-responsive. Any further consideration of their bid submission will not be made. Should their current literature or price list for materials, features, or options indicate their ability to meet these specifications, and they fail to do so, they will be deemed non-responsive and declared ineligible to receive the award for the unit specified.

Finally, any claim that an item bid exceeds the stated specification must be demonstrated in a performance demonstration prior to an award or the bid will be deemed unresponsive for failure to substantiate the claim.

- A. Vendors are cautioned to read the specifications carefully. The specifications may include special requirements not commonly offered by the manufacturer; specifications are for a standard unit configuration. Options may change some specific items.
- B. Assure that the basic unit and all required components are compatible and recommend for use in combination by the Manufacturer.
- C. Assure that all components operate in accordance with the manufacturer's recommendation with regard to safe operating speeds, loads, etc.



- D. Notify the Fleet Management Division of the General Services Department, (GSD) if, in the opinion of the vendor, the installation of any specified component violates good engineering and/or commercial practice.
- E. Price shall be F.O.B. Detroit, Michigan.
- F. That the complete unit shall meet United States Department of Transportation Safety and Exhaust Emission requirements at the time of delivery. That the entire unit meets all Federal, State, and Local safety and lighting requirements at the time of delivery.
- G. Defective parts and workmanship to be replaced by vendor without cost to the City of Detroit in accordance with the manufacturer's warranty.
- H. To provide complete sets of operating instructions, parts list and service manuals for the entire unit shall be delivered with the unit at no cost to the City of Detroit. These manuals shall be in book and electronic form.
- I. The vendor shall provide, at NO COST to the City of Detroit, mechanics training, upon request. The training shall be a minimum of eight (8) hours of training for the mechanical portion of the unit to acquaint the mechanics and/or operators with all areas of service and maintenance of the unit. The mechanics program shall thoroughly detail maintenance procedures of the entire unit, and include any and all electronic equipment, and include all required specialty tools needed to maintain, adjust, service and/or read the computer control on the unit... \*Training times will be arranged after the delivery and acceptance of the unit delivered by the Maintenance Supervisor.
- J. Provide two (2) sets of applicable equipment line sheets upon delivery to the City of Detroit.
- K. Arrangements are to be made for representatives of the General Service Department to factory inspect equipment prior to delivery to ensure that all specified features are furnished with equipment supplied. Do not ship units prior to this inspection.
- L. Vendor must include full warranty coverage and provide warranty details.
- M. Vendor must include a full maintenance package and provide package details.
- N. Delivery shall be made to:



City of Detroit, General Services Division Vehicle Control Center 8221 West Davidson
Detroit MI, 48238
Attention: Marcus Poe

#### WARRANTY AND MAINTENANCE REQUIREMENTS

All parts and workmanship of the complete vehicle shall be fully guaranteed against defects m performance or construction.

A minimum 3-year bumper to bumper and 5-year powertrain warranty must be provided. Warranty details must be submitted with bid.

All bids must include full vehicle maintenance repair coverage, details of coverage must be submitted with bid.

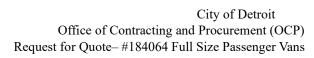
All warranties shall provide repairs at no cost to the City of Detroit.

#### **TECHNICAL INFORMATION**

The equipment shall meet or exceed the following minimum specifications and include all items contained within this technical specification.

NOTE: Unless otherwise stated, the use of manufacturer's name and product numbers are only for descriptive purposes and establishing general quality levels. They are not intended to be restrictive. Vendors are required to state exactly what they intend to furnish, otherwise, it is fully understood that they shall furnish all items stated.

Vehicle Technical Specifications – Light Duty Cargo Van	Comply	
	YES	NO
Design Criteria	✓	✓
Design criteria shall be in accordance with current industry best practices and engineering standards applicable at the time of construction.		
General Equipment Requirements		
Wheelbase of 129 inches		





Gross Vehicle Weight of 8,500 lbs.	
Overall length of 215 inches	
Power window and door locks	

Axles	
Front axle shall have a minimum capacity of 4,600 lbs.	
Rear axle shall have a minimum capacity of 4,600 lbs.	
Engine	
6-cylinder, Gasoline	
Fuel tank capacity of 25 gallons	
Replaceable type oil filter	
Replaceable fuel filter	
Air cleaner with replaceable element	
Exhaust system with manufacturer latest emission controls	
Maximum duty pressurized water cooling system winterized to	
minimum of 20 degrees below zero, with permanent type antifreeze	
and a coolant recovery system with overflow reservoir.	
Transmission	
Heavy duty automatic	
Equipped with heavy duty oil cooler	
Equipped with heavy duty on cooler	
Tires and Wheels	
Five (5) steel belted radial type with non-demounted rims	
All season LT225/75R-16 black wall tires	
No space saver type wheel shall be accepted	
Wheel wrench and jack, with written directives for use	
wheel wienen and jack, with written directives for use	
Brakes	
Hydraulic powered, ventilated, disc brakes	
Mechanical parking brake with warning light	
ABS braking	
11DD OTHERING	
Body	
Dody	



Body shall be made of all steel construction		
Van shall contain multiple rear seating windows, including rear access		
doors		
Minimum of 55 cu ft. cargo capacity behind rear seating		
(12) passenger seating capacity		
2nd, 3rd, and 4th row removable seats		
Seat to be heavy duty, padded, adjustable, vinyl seats with seat belts		
with arm rests		
Factory installed backup camera		
Cab shall have adequate storage space for equipment/property		

Outside mirrors of not less than 6"x9"		
Tow Package		
Factory tow package capacity 4,500 lbs.		
6 pin electrical connection, pintle hook to be included		
Keys		
Unit must be equipped with (4) sets of keys and key fobs upon delivery		
Electrical		
12-volt negative ground system		
150-amp alternator		
Heavy duty battery with 770-amp cold crank power		
Paint		
Manufacturer primer buildup of one (1) mil		
Manufacturer paint buildup of two (2) mil		
Paint shall conform to industry standards and be warranted from peeling, flaking and rust for a period equivalent to manufacturer's body warranty		



# **OPTIONAL - UPFITTING SCOPE OF WORK**

## Introduction

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified bidders to provide vehicle upfitting services for four (4) full-size passenger vans. This will include configuration and installation of IT, electronic, and non-electronic equipment. It may also include limited procurement and/or fabrication of mounting materials related to the installations.

# **Upfitting Services**

The requirements for upfitting have been developed based on the City's trial and error and officer feedback. These components are our benchmark and preference, but the City will consider approving alternative solutions.

# Please note:

- 1. The radios will be procured in advance by the City of Detroit. This equipment will be drop shipped from the manufacturer to the upfitter.
- 2. Procurement or fabrication of mountings, etc. is up to the upfitter's discretion however, subject to prototype approval by the City of Detroit.
- 3. The City will provide specific requirements for installation and configuration.
- 4. The procurement and installation of lights, sirens, etc., for these vehicles.

An index of the required vehicle equipment is in **Attachment D** - "Upfitting Specifications for Four (4) Full-size Passenger Vans for DPD Mental Health Co-Response."



# **Additional Bid Requirements**

- The Bid response sheet (**Attachment B**) includes a column for the total upfit cost per vehicle.
- Bidder must specify method to be used for splicing wires.
- The bidder will be expected to make relevant vehicles that have been completed for other customers available for inspection to demonstrate the quality of work, and to provide references that can confirm a history of on-time and high-quality performance.

# Workflow

The City and the winning Bidder will execute a Service Agreement under this contract, to specify processes and expectations for carrying out contract terms.

The Bidder will advise on workflows and timelines for upfitting activities. The Bidder may suggest workflows for designing configurations to meet City requirements, and for efficient and effective installations.

The Service Agreement will cover:

- Vehicles delivery to the upfitter, and from the upfitter to the City Davison Yard (8221 W. Davison, Detroit MI).
- Delivery and handling of component materials separately procured by the City, to the upfitter.
- Prototype installations for review and sign off by appropriate City representatives in IT and GSD Fleet Management, including mock-up photos or CAD drawings and site visits.
- Other issues relevant to smooth turnaround time

# **Warranties and Ancillary Services**

The City is seeking a high level of quality assurance in order to maximize vehicle uptime. The Bidder should address warranty expectations, quality assurance measures, and training that is provided to city staff responsible for maintaining upfitted components and city vehicles. The Bidder should advise on training requirements for operators of upfitted equipment.



#### 2. MINIMUM QUALIFICATIONS

Vendor must have a minimum of five (5) years of experience providing similar products at the same, or similar, quantity/volume as described here within.

Vendor must be a manufacturer authorized sale and service facility or class "A" license dealer.

## 3. PRICING (SEE ATTACHMENT C: BID TAB/PRICING SHEET)

The City of Detroit has made a good faith effort in preparing this RFQ, including estimated quantities listed on the attached bid tab/pricing sheet. These estimates are not a guarantee of future orders. Quantities ordered shall vary. The City reserves the right to add to or subtract from the items listed on the attached bid tab/pricing sheet for evaluation purposes. The City reserves the right to make multiple awards if it is deemed in the best interest of the City.

The City requests Vendors to include in their quote submission any pertinent information pertaining to order discounts that they may offer (i.e. bulk orders of a given item, dollar value, etc.)

#### 4. RENEWAL:

There are no renewals of this contract.

#### **5. 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 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 Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

#### 6. 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/quotes received; 2) waive any non-conformity; 3) re-advertise for proposals/quotes; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for proposals/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 RFP/RFQ does



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

#### 7. SUPPLIER PORTAL INFORMATION:

Vendor must enroll in Supplier Portal to ensure inclusion in our database and for invoicing purposes. Instructions may be found on the City of Detroit Website which includes tutorials on how to enroll.

If you have any questions, please send an email to <u>procurementinthecloud@detroitmi.gov</u> or call (313) 224-4600.

#### 8. SUBMITTAL INSTRUCTIONS

All bids must be submitted through the Oracle system. Each bidder is responsible for ensuring that its bid is received by the City on a timely basis. Faxed or mailed bids will not be accepted.

Bidders shall not distribute their bids to any other City office or City employee. Bids received become the property of the City. The City is not responsible for any costs associated with preparation or submission of bids. All bids submitted by the due date will be recorded in the Oracle system. Bids received will not be available for review. Bids received will be subject to disclosure under the applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the bid in the Oracle system. The contact person regarding the bid should also be specified by name, title, and phone number. The successful Bidder(s) will receive an award letter. Bidders who are not awarded will receive a notification that the award decision has been made.

#### 9. REQUIRED SUBMITTAL INFORMATION

Any Contract/Purchase Order resulting from this solicitation shall include the forms indicated below

that are available to download in the Oracle system as **FORMS, AFFIDAVITS AND DOCUMENTATION CHECKLIST.pdf**.

Bidders shall complete the required forms, to include this RFQ document (where applicable) and return them, along with the checklist, with the signed bid document. Failure to submit the ARPA Forms may be a basis for rejection of your bid.



#### Forms and Affidavits

- 1. Certificate of Authority
- 2. Amendment Form
- 3. Conflict of Interest and Disclosure Form
- 4. Debarment and Suspensions
- 5. Byrd Anti-Lobbying Amendment
- 6. Consolidated Affidavits
  - I. HIRING POLICY COMPLIANCE
  - II. SLAVERY ERA RECORDS AND INSURANCE, AND PRISON INDUSTRY AND IMMIGRATION DETENTION SYSTEM RECORDS AND INTERESTS DISCLOSURE
  - III. COVENANT OF EQUAL OPPORTUNITY
  - IV. STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES
- 7. Non-Collusion Affidavit
- 8. COVID & ARPA FEDERAL REQUIREMENTS

#### **Documentation Required for Contract.**

- 1. Sample Employment Application
- 2. Income and Revenue Tax Clearance
- 3. Three (3) years Financial Information
- 4. System of Awards Management (SAM)

#### **10. AWARD:**

One, or more, awards of contract shall be made on a low total net bid based on the estimated quantities shown; as well as the vendor(s) ability to provide a given item based on the vendor providing pricing information. If no pricing is provided for any given item, the City shall assume that the item cannot be provided. It is preferred that Bidders quote on all items (if possible), leave no blanks and state "No Charge" where applicable. The City of Detroit reserves the right to delete any item(s) from the award.

All awards are subject to Ordinance No. 15-0.x



#### 11. LITERATURE:

Descriptive literature showing the unit's dimensions and features must be included. If the size, capacity, or features of the unit, or any of its components are not clearly defined in the printed literature submitted with the Bid, the Bidder shall furnish supportive data in sufficient detail so that the unit may be checked for conformity to the specifications.

#### 12. SPECIFICATION CHECK:

We have read the specifications thoroughly and we:

() Are able to meet specifications without deviatio	n
( ) All deviations are properly outlined on an attache	d sheet marked for identification.
Signed:	
Title:	

#### 13. SAMPLES:

Bidder shall furnish samples, if and when requested, at no cost to the City; submitted samples will not be returned. Samples shall be properly marked with the vendor's name and item numbers.

#### 14. PREVIOUS EXPERIENCE:

The City's past experience with the bidder on previous contracts will be considered in determining the award.

#### 15. BID WITHDRAWAL:

No bid shall be withdrawn for ninety (90) days from submission deadline unless otherwise stated in this bid form. Bidders may suggest reducing this period by clearly stating on bid; however, the City of Detroit reserves the right to reject such bids on the basis on the reduced time.

**16. PRICE:** Contract prices are FIRM for the entire contract period.



**17. F.O.B.:** Goods are to be F.O.B. delivered to General Services Department Vehicle Control Center.

#### **18. SHIPMENT:**

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

The City of Detroit wherein referred to shall mean the City of Detroit, acting through the Chief Procurement Officer.

#### 19. TERMS OF PAYMENT:

A discount of \_\_\_\_\_\_\_\_% will be allowed for payment of invoice within forty-five 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.

#### **INSURANCE:**

TYPE	AMOUNT NOT LESS THAN:
Automobile Liability Insurance (covering all	\$1,000,000.00 combined single limit for
owned, hired and non-owned vehicles with	bodily injury and property damage
personal and property protection insurance,	
including residual liability insurance under	
Michigan no fault insurance law)	
Commercial General Liability Insurance	\$1,000,000.00 each occurrence
(Broad Form Comprehensive)	\$2,000,000.00 aggregate
Workers' Compensation	Michigan Statutory minimum
Employers' Liability	\$1,000,000.00 minimum each disease
	\$1,000,000.00 minimum each person
	\$1,000,000.00 minimum each accident
Umbrella/Excess	\$10,000,000.00 each occurrence
Professional Liability (dealer)	\$5,000,000.00 each occurrence



#### **21. 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 <u>not</u> be mailed to you. Each bidder shall keep a copy of his/her signed bid form for future reference.

#### 22. INVOICES:

Original Invoices must be submitted through the Oracle system. A copy of the original Invoice must be submitted to the City of Detroit point of contact identified on the Purchase Order. Bidder must utilize manufacturer's warranty, rebates, or other discounts, as applicable, prior to billing the City for any/all necessary repairs. For further information regarding Invoices, please refer to Section 8 of the General Conditions.

#### 23. PAYMENT:

All properly executed Invoices submitted by the Bidder shall be paid in accordance with the City of Detroit Prompt Payment Ordinance.

#### 24. TERMINATION OF CONTRACT:

The City of Detroit reserves the right to terminate this contract, for cause as determined by the purchasing director without any liability whatsoever upon ten (10) days' notice. 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. MISCELLANEOUS:**

It shall be the responsibility of the Bidder 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 Bidder 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.



In accordance with 2 C.F.R. § 200.321, Bidders 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 <a href="www.detroitatwork.com">www.detroitatwork.com</a> for specific contact information regarding these opportunities.

#### **26. CHANGES TO FEDERAL REQUIREMENTS:**

The Bidder shall at all times comply with all applicable ARPA Federal regulations, policies, procedures, and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and ARPA, as they may be amended or promulgated from time to time during the term of this contract. The Bidder's failure to comply shall constitute a material breach of this Contract.

#### 27. ACCESS TO RECORDS AND REPORTS:

Bidder shall maintain full and complete Records reflecting all operations related to this Contract.

The Records shall be subject to inspection, review, and audit by the City and the Government-

Grantor Agency. Such Records shall be maintained in accordance with generally accepted

accounting and internal controls, and all federal, state, and local accounting principles and governmental accounting and financial reporting standards, as required under 2 C.F.R. 200, Subpart D, and 31 C.F.R. Part 35(Pandemic Relief Programs). All Records must be maintained for a duration no less than the later of (a) five (5) years after all ARPA Funds have been expended or returned to the City and/or the Government-Grantor Agency, as the same may be extended by the Treasury, and (b) December 31, 2031.

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

The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The Contractor shall provide copies of all Records to the City or to any such Government-Grantor Agency upon request.



If in the course of such inspection the representative of the City or of another Government Grantor Agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.

Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount expended by the City pursuant to this Contract through the date of such audit, the Contractor shall pay the City's audit costs.

Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

In accordance with 2 C.F.R. § 200.337 (a) "Records of non-Federal entities", the Government Grantor Agency, Inspectors General, the Comptroller General of the United States, and the passthrough entity (including, but not limited to the City), or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the ARPA Funds, in order to make audits, examinations, excerpts, and transcripts. The foregoing right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents.

The rights of access in this Section 29 are not limited to the required retention period but shall continue for such longer period as the Records are retained.

The Contractor shall, upon request by the City, provide to the City all data and information as necessary to allow the City to meet the City's reporting obligations to the Government-Grantor

Agency, including but not limited to data and information needed by the City for closeout submissions, if any, to the Government-Grantor Agency.



#### 29. GEOGRAPHIC RESTRICTIONS:

Bidder agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statue, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. Section 5325(d)].

#### **30. GENERAL CONDITIONS:**

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

