

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

**RFQ NO. 184780  
 RFQ Rental of Recreational Inflatables, Games, etc.**

Buyer: Shde Gentry

<b>EVENT / ACTIVITY</b>	<b>DUE DATE / TIME</b>
<b>ADVERTISEMENT DATE</b>	June 21, 2024
<b>QUESTIONS DUE</b>	None  All questions must be submitted online in the Supplier Portal
<b>PRE-BID CONFERENCE</b>	July 8, 2024 Location: Virtual Meeting
<b>ANSWERS DISTRIBUTED</b>	N/A
<b>QUOTES DUE DATE *</b>	July 22, 2024 @ 4pm. EST In the Supplier Portal as specified in this RFQ.

\* Quotes must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed quotes 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](http://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](mailto:procurementinthecloud@detroitmi.gov) or call (313) 24-4600.

**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	<a href="#">Mondays, 10:30 AM</a>	<a href="#">Thursdays, 1:00 PM</a>
Supplier Profile Updates	<a href="#">Mondays, 11:30 AM</a>	<a href="#">Thursdays, 1:30 PM</a>
Responding to Bids	<a href="#">Mondays, 9:30 AM</a>	<a href="#">Fridays, 9:30 AM</a>
Invoicing	<a href="#">Tuesdays, 1:30 PM</a>	<a href="#">Fridays, 11:30 AM</a>
Online Office Hours (General)	<a href="#">Tuesdays, 3:00 PM</a>	<a href="#">Wednesdays, 9:30 AM</a>

Have additional Supplier Portal questions? Schedule a phone call with our E-Procurement Specialist here - [Supplier Portal Support Questions](#)

### **1. PROJECT REQUEST**

The City of Detroit Office of Contracting and Procurement (OCP) requests for quotes from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFQ to provide pricing for rental of recreational inflatables, games, etc.

[City of Detroit General Services Department, Recreation Division is requesting a RFQ for rented inflatables, games, other party items, etc. (including costumed characters) for all Recreation Centers. The Recreation Division is requesting a two-year contract with options to renew for three (3) additional one-year terms. The Recreation Division would like to award multiple contracts for this service, since demand on certain holidays can exhaust stock with any single contractor. Through this contract(s), the Recreation Division is looking to activate numerous programs and events for all age groups.]

### **2. BACKGROUND/DESCRIPTION OF ENVIRONMENT**

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.

The City of Detroit Recreation Division provides a variety of programming at each of their Recreation Center locations to more than 5,000 individuals monthly. The City of Detroit is committed to providing opportunities that improve the quality of life and public health of residents through enrichment and leisure programs and special events. Recreation Centers are open up to six (6) days per week and up to twelve (12) hours per day.

All Recreation Centers host seasonal events and holiday celebrations where inflatables and other rented party amenities are highly popular with patrons.

This Request for Quotes will be used to outfit these events with necessary rental items and services.

**[Please indicate rate for rental for Holiday Events if different from regular price. Also, please identify any rate changes for after-hours and/or weekends.]**

### **3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS**

- 1) 2-year contract duration
- 2) Three 1-year contract renewal options

If a contract is awarded as a result of this RFQ, it will be a City of Detroit **Professional Services Contract (Attachment E)**. **The term of the contract will be for 2 years.** 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. **The City anticipates one or multiple awards as a result of the RFQ.**

#### **4. STATEMENT OF WORK**

##### **SCOPE OF WORK - DELIVERABLES**

Suppliers are expected to:

- Provide rented inflatables, games, etc. for all Recreation Centers in a professional, safe, and non-damaging manner. Categories to include but not limited to:
  - Inflatables
  - Carnival Games
  - Costumed Characters

Respondents are NOT required to bid on all items listed within the market basket. The market basket used within the Price sheet attached is requested for quote, but the Recreation Division would also like access to suppliers' entire catalog of goods and services.

Suppliers must:

- Have at least five (5) different types of inflatables to offer at a given time. To include but not limited to:
  - Bounce Houses
  - Slides
  - Sports Inflatables (Basketball, Throwing Targets, etc.)
  - Obstacle Courses
  - Water Slides
- Have ample stock to service the quantity of annual need in the Price Sheet and confirm reservations given 4-weeks advance notice.
- Ensure all inflatables are cleaned and disinfected before being placed in service.

Suppliers must be capable of providing rental items on an as-needed basis, with the ability to deliver to our recreation center facilities, indoor and outdoor (see attached). Suppliers must have the equipment or personnel necessary to ensure that no damage occurs to parkland. Vehicles are not allowed on the grass to drop items. If there are extra charges for

Hand drop-off or staging heavy equipment with turf tires, please include these charges in the attached price sheet.

## **5. OPERATIONAL INFORMATION**

Awarded Contractor(s) will work closely with City agency staff at General Service Department-Recreation Division.

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.

## **6. MINIMUM QUALIFICATIONS**

Bidders must have a minimum of five (5) years of experience providing park renovations at the same, or similar, scope as described here within the attached document titled **Scope of Work**.

Qualified vendors must be an established, licensed, and insured provider of event/party rental equipment.

## **7. TECHNICAL INFORMATION**

The City of Detroit is committed to centralizing and warehousing data for the purpose of improving service delivery and enabling cross departmental analytics. For this reason, we expect Contractors, contractual relationships, and resulting software platforms to enable data access, data interoperability, warehousing of resulting data, and adherence to City data standards.

### **Specifically, the City minimally requires:**

- Access to any data via APIs in a machine-readable format.
- Full documentation of APIs (including field names and objects) and the database schema used by the application.
- Ability for City to push data as needed to these software systems to update base datasets.
- Any location-based data or platform utilizes the City's Base Units geocoder, Base Units Database, and/or address data standards as applicable. For more information see: <https://base-units-detroitmi.hub.arcgis.com/pages/about-base-units>
- The ability for the City to use and govern this data as it deems necessary-  
- centralizing it, porting it into other systems, and using it for additional and future organizational needs.

### **The City prefers:**

- System or platform has the capacity to store field-level metadata and display it in the user interface when appropriate
- API is able to provide data in a JSON format.
- Data system or data exports integrate easily with ESRI products including feature services.

- Systems or platforms that support data exchanges (pushes and pulls) that can happen dynamically.

#### **8. QUESTION DEADLINE**

All questions regarding the RFQ 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 not submitted after the question deadline.

Should a Respondent be in doubt as to the true meaning of any portion of this RFQ 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 RFQ.

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

#### **9. REJECTIONS, MODIFICATIONS, CANCELLATIONS**

The City of Detroit expressly reserves the right to:

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

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

#### **10. 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.

**11. BID BOND, PAYMENT & PERFORMANCE BOND (Construction)**

The successful respondent(s) must furnish a bid bond of 5% of the bid amount and payment and performance bond in the amount of 100% of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award. See **Attached Bond Form(s)** for requirements.

**12. 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

**Other invoice requirements:**

City of Detroit Office of Contracting and Procurement (OCP)

Request for Quote # 184780 Request for Rental of Recreational Inflatables, Games, etc.

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

### **13. PREVIOUS EXPERIENCE**

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

### **14. 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](http://www.detroitatwork.com) for specific contact information regarding these opportunities.**

### **15. STANDARD TERMS:**

It is the responsibility of the Bidder to review General Conditions located on the City of Detroit's website.

#### **1. 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.**

#### **2. LOCAL PREFERENCE CONDITIONS**

It is the responsibility of the Bidder to review the Local Preference Conditions attached to this bid and comply with all requirements therein.

### **3. 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 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.

### **4. RENEWAL**

The proposed agreement may be renewed per contract terms. Both parties must agree to an extension under the same terms and conditions as exist in the then current contract.

### **5. AWARD (multiple)**

Multiple Awards will be made on a low bid basis, as determined by the City of Detroit based on contractor's ability and equipment as described in the specification. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award. The City of Detroit reserves the right to limit the amount of the award per contractor.

#### **5.01 STANDBY AWARD**

The City of Detroit reserves the right to make an award to the second low bidder, on a standby basis. This vendor will be used in the event the successful bidder cannot furnish the quantities and /or services needed in accordance with the delivery requirements of the City of Detroit.

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

### **6. TERMINATION OF CONTRACT**

At any time during the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Contractor to reason of poor or deficient work performance, inability of the Contractor 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 30-calendar day written notice to terminate.

### **7. SPECIFICATION CHECK**

We have read the specifications thoroughly and we:

- Are able to meet specifications without deviation.
- All deviations are properly outlined on an attached sheet marked \_\_\_\_\_ for identification.



SIGNED: \_\_\_\_\_  
TITLE: \_\_\_\_\_

**SPECIFICATION COMPLIANCE CHECK LIST**

The Specification Compliance Check List must be completed and returned with bid form.

**8. PAYMENT AND PERFORMANCE BOND (Construction bids)**

N/A

**9. STOCKING FACILITY**

N/A

**10. WORK SCHEDULE (if applicable)**

N/A

**11. QUOTING ON**

N/A

**12. ADDITIONAL DISCOUNT**

If awarded Items number \_\_\_\_\_, we offer an additional discount of \_\_\_\_\_% from the prices quoted above.

**13. 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.

If any of the features or dimensions of the unit the Bidder proposes to furnish do not meet the specified requirements, the Bidder shall indicate such deviations in the space provided on the Bid Form. Failure to provide this information may result in rejection of your bid.

**14. SAMPLES**

N/A

**15. TRADE-IN (FORMAL)**

N/A

**16. SHIPMENT**

N/A

**17. OPTIONAL ITEMS**

The following items are to be offered as optional items, not to be included in the total bid price. The City of Detroit shall have the option of adding desired quantities of these items to the purchase order. The bidder shall list the model number and price for each listed item. In the event a single device is capable of satisfying two (2) or more features required, the bidder shall so state, giving details.

**18. ORDER QUANTITIES**

Actual quantities ordered will be contingent on funds available at time of purchase. The City of Detroit reserves the right to reduce quantities if price quoted exceeds budgetary limitations or to increase quantities if funds are available.

**19. TERMS OF PAYMENT**

N/A

**20. INSPECTION**

Bidder will be held to have visited the premises and examined the site(s), to familiarize himself/herself with the conditions under which he/she will conduct his/her work. No extras will be allowed due to his/her failure to examine the site(s) before completing his/her bid, or neglect to include all material and labor to complete the work.

( ) I have examined the site(s) and familiarized myself with the conditions under which I will conduct my work.

Signature \_\_\_\_\_ Title \_\_\_\_\_

( ) I have not visited the premises, but I understand that no adjustment to pricing will be allowed if my bid is accepted.

Signature \_\_\_\_\_ Title \_\_\_\_\_

**21. F.O.B.**

Goods are to be F.O.B. delivered to location(s) within the City of Detroit and other specified locations as indicated.

**22. DELIVERY**

Is desired within \_\_\_\_\_ days from receipt of Purchase Order or Stores Release.

( ) We can meet the above delivery

( ) We cannot meet the above delivery schedule but offer the following:

\_\_\_\_\_

The City of Detroit reserves the right to reject low bids offering unsatisfactory delivery. For all deliveries to agencies within the City-County Building, it shall

be the vendor's or contractor's responsibility to transport the items from the dock area up to the individual locations.

### **23. ITEMS FOR EVALUATION**

For bids based on a discount from Published Price List, quantities listed on the attached sheet entitled "ITEMS FOR EVALUATION" will be used for determining award of contract only and are not guaranteed. These items are not to be considered as the only items to be purchased. Evaluation will be made in the Office of Contracting and Procurement by multiplying the quantity indicated in this bid form for each item by the Catalog Price less Discount. Enter the gross price of the items for evaluation. City of Detroit will compute net price. **DO NOT QUOTE PRICES FOR ITEMS NOT LISTED OR REQUESTED IN BID.**

### **24. CONTAINER CHARGE**

N/A

### **25. REEL CHARGES**

N/A

### **26. ADDITIONAL PURCHASES**

- We will
- We will NOT upon request of the City, accept Purchase Orders for additional goods/and/or service herein specified at the same prices and under the same terms and conditions until the end of the current production schedule.

### **27. CONTRACT ACCEPTANCE**

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

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

### **28. INSURANCE**

28.01 The Contractor shall maintain at its expense during the term of this contract, the following insurance:

- 28.01.1 Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each

disease/each employee. For Federal and State Funded Training Programs and etc., is required to secure insurance for worker's compensation for all of its participants and The City of Detroit should also be listed as an additional insured.

- 28.01.2 Commercial General Liability insurance with a combined single limits of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
- 28.01.3 Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
- 28.02 If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the contractor's expense, under valid and enforceable policies.
- 28.03 All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the City as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Finance Department, 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.

## **29. PERIOD AGREEMENT**

N/A

## **30. BID WITHDRAWAL**

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

This paragraph supersedes paragraph 14 of the General Conditions.

**31. EXECUTIVE ORDER #2016-2:**

N/A

**32. PRICE**

DISCOUNTS FROM PRICE LIST ARE FIRM. Prices are SUBJECT TO ADJUSTMENT in accordance with manufacturer's superseding published price lists and supplements. Such changes must be requested and must be substantiated by manufacturer's printed price list, received in the Office of Contracting and Procurement no later than ten (10) days after the effective date of the price change. If the request and superseding price lists are received beyond 10 days of the effective date shown on the price list, such change shall be effective 10 days prior to change and receipt of superseding lists.

If during the period of this contract, the parties cannot mutually agree on the extent of any change in the price lists, the City of Detroit reserves the right to terminate the contract without prejudice.

**33. PRICE LISTS**

Each bidder shall submit copies of the most recent price list (and catalog) and supplement in the form of Diskette or CD (if available) with their bid. Failure may be cause for rejecting your bid. The column used must designated; photo copies of manufacturers price lists and/or computer printouts must be clear and legible. Blurred copies and Distributor Inventory price lists are not acceptable. Also, pencil, typewritten or pen & ink changes in price lists will not be acceptable. Vendors should also submit an e-mail address, if available.

The successful bidder(s), upon receipt of award notice, must furnish additional copies of the above price lists and supplements of all superseding manufacturer's published price lists during the period of the contract to the City of Detroit, Office of Contracting and Procurement, and any other Department, upon request at no cost to the City.

Price Lists are enclosed.

Price Lists are not furnished for the following reason, and we offer the following

method of price verification:

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**34. EXECUTIVE ORDER #2016-2 COMPLIANCE (Contracts over \$3M  
General funded)**

N/A

**35. EQUALIZATION FACTOR**

In accordance with Ordinance No. 15-00, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm.

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

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

**36. CLEANLINESS OF THE WORK AND STREETS**

The work itself, and all property used therewith, shall be kept in a neat and orderly condition at all times. Excess waste and rejected materials, rubbish and debris shall not be allowed to accumulate. Construction equipment, and excess materials shall be promptly removed from site when no longer needed for the progress of the work. Upon completion of the work, the contractor shall restore the site to original condition.

**37. EXPERIENCE AND REFERENCES**

Past performance and experience may be factors in making the award.

- Please provide three (3) municipal or school district references, see table below.
- Past experience may be factors in making the award.

*Complete in entirety:*

Company	Address	Phone Number	Contact Name

**38. CERTIFIED DETROIT BASED BUSINESS SOLICITATION**

This solicitation is restricted to competition between Detroit Based Businesses that have been certified by the City of Detroit Human Rights Department prior to bid due date.

A Bidder responding to this solicitation must submit with the bid response, a copy of the Detroit Based Business Certification issued by the City of Detroit, Human Rights Department. Failure to submit proof of certification with each bid response may result in rejection of your bid.

**39. DETROIT EQUALIZATION FACTOR**

DOES NOT APPLY in accordance with Federal Transit Administration regulation (FTA C4220.1d ) prohibiting the use of statutorily or administratively imposed in state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage preference. This does not pre-empt State of Michigan licensing laws.

**40. ALTERNATE BID**

Additional bids submitted on brands other than the brands referenced in the specification shall clearly be labeled (ALTERNATE). Alternate bids submitted will be at no cost to the city of Detroit. The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes an acceptable alternate from specifications.

**41. REMANUFACTURED/REFURBISHED EQUIPMENT**

N/A

**42. PATENTS.**

N/A.

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

**44. CONTAINER**

N/A