

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

**RFQ NO. 185194**

**INCOME TAX PREPARATION SERVICES –EARNED INCOME TAX CREDIT,  
PROPERTY AND HOME HEATING CREDITS – VOLUNTEER INCOME TAX  
ASSISTANCE (VITA)**

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Buyer: Elizabeth Ayana Johnson

| <b>EVENT / ACTIVITY</b>      | <b>DUE DATE / TIME</b>  |
|------------------------------|---|
| <b>ADVERTISEMENT DATE</b>    | 10/17/2024  |
| <b>QUESTIONS DUE</b>         | <b>10/22/2024 on or before 3:00 p.m., Eastern</b><br><br>All questions must be submitted online in the Supplier Portal  |
| <b>PRE-BID MEETING</b>       | <b>10/24/2024, 11:00 a.m. Eastern</b><br>Location<br><b>Microsoft Teams</b> <a href="#">Need help?</a><br><b><a href="#">Join the meeting now</a></b><br>Meeting ID: 256 805 136 519<br>Passcode: ni7V9g<br><br><b>Dial in by phone</b><br><a href="#">+1 469-998-6602,,885288507#</a> United States,<br>Dallas<br><a href="#">Find a local number</a><br>Phone conference ID: 885 288 507# |
| <b>ANSWERS DISTRIBUTED</b>   | 10/25/2024, 11:00 a.m. via RFQ Oracle Messages  |
| <b>BID QUOTES DUE DATE *</b> | <b>11/1/2024, 4:00 p.m., Eastern</b><br>In the Supplier Portal as specified in this RFQ.  |

\* Respondents must [register](#) in Oracle to download bid documents and submit bids. **The City cannot guarantee the accuracy of any bid documents obtained from outside of Oracle, and bids submitted outside of Oracle will not be accepted.** Detailed resources about registering and bidding, including video tutorials and live, virtual office hours, are available at [www.detroitmi.gov/suppliersupport](http://www.detroitmi.gov/suppliersupport).

Questions about the specifics of this RFQ must be asked within the [Oracle](#) Messages interface for the bid on or before the date and time indicated above. Questions asked via phone, email, and/or other means will not be answered.

Quotes must be uploaded in [Oracle](#) on or prior to the date and time indicated above. Late and/or emailed quotes will not be accepted.

## 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<br>(30 min. each) | Day & Time<br>Option 1   | Day & Time<br>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<br>(General)           | <u>Tuesdays, 3:00 PM</u> | <u>Wednesdays, 9:30 AM</u> |

**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 no-cost Volunteer Income Tax Assistance (VITA) and Earned Income Tax Credit (ETIC) income tax preparation services to Detroit residents for the 2024/2025 tax filing season. Services to include income tax preparation for federal, state, and local (City of Detroit) tax returns delivered in-person, drop-and-go, or virtual (as needed).

City of Detroit General Funds will support the project. Local Preferences Conditions and Equalization Eligibility will be considered.

Vendor will also provide tax preparation services including earned income tax credit, property, and home heating credits for approximately 1,400 eligible Detroit Residents. Respondents must be VITA certified. Respondents are not required to use volunteers.

Please submit Attachment A Respondent Questionnaire to provide the following:

Applicants must provide the following information:

- Applicant Contact: provide the name, title, and contact information, including mailing address, phone number and e-mail of the person whom the City should contact regarding this Bid, and who is authorized to bind the agency.
- State the full, exact name of the applicant.
- State what type of organization the applicant is and specify the State under which the entity is organized.

Provide the Preparer Tax Identification Number (PTIN) for the respondent.

Applicants should describe their recent experience in the following categories:

- Describe your agency's experience in administering VITA services to Detroit residents. Please include the past number of tax preparation site locations offered and number of returns filed on behalf of Detroit residents.
- State your agency's experience in partnering and working with non-profit organizations and community stakeholders in conjunction with delivering VITA/EITC services.
- State your experience in working with minority communities as well as diverse and disadvantaged populations.

Applicants should describe their approach for providing tax preparation services.

- Describe how your agency proposes to manage and administer the VITA/ETIC programs.
- Describe how your agency proposes to market and communicate services offered to Detroit residents.
- The applicant should provide a timeline with milestones for the completion of all tasks.
- Provide list of satellite locations for intake/preparation sites.

Please submit Attachment C - Pricing for Bid Quote.

Please submit Attachment D Required Supporting Documents

Please review Attachment E -Professional Services Contract and submit "red-lined" contract exemption language with the Bid Quote.

## **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 Internal Revenue Service (IRS) administers the Volunteer Income Tax Assistance (VITA) and Tax Counseling for the Elderly (TCE) programs, which provide complimentary basic tax return preparation for eligible individuals. The City of Detroit participates in the VITA/EITC program through a contractual agreement, which allows City of Detroit low/moderate income and senior residents the opportunity to have their tax filings filed at no cost to them.

The VITA program has been in operation for over 50 years, assisting those who require support in preparing their tax returns. The services are available to the following groups:

- Individuals with an annual income of \$64,000 or less
- Persons with disabilities
- Limited English-speaking taxpayers

In addition to VITA, the TCE program provides free tax assistance, particularly targeted towards individuals aged 60 and above. This program specializes in addressing inquiries related to pensions and retirement issues specific to senior citizens.

City of Detroit residents will continue to be offered free tax filing services under this contract for VITA/EITC.

### **3. AWARD CLAUSE INCLUDING 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 13 months 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. **The City anticipates one award as a result of the RFQ.**

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

Interested candidates are required to provide a Bid stating their per unit rate. The contract will be based on a pay-for-performance model. Applicants must include in their Bid a comprehensive per unit price that encompasses all expenses associated with successfully completing the task of filing eligible tax documents. The unit rate will be reimbursed upon completion of invoicing to the City. The Bid should include existing resources that the applicant can leverage to advance the requested program functions.

The contracted entity will:

- Provide no-cost tax preparation (Federal, State, and City) for low to moderate income Detroiters following the rules and regulations under the IRS VITA/EITC program.
- File tax credits such as the Earned Income Tax Credit (EITC) for low to moderate income Detroiters.
- Be an IRS VITA certified Partner.
- The contracted entity or entities will participate in the Detroit area tax credit coalition steering committee to support the coalition's coordinated strategy wherever possible.
- The contracted entity or entities will coordinate with United Way for SE Michigan to participate in the "One Front Door" schedule portal found on [getthetaxfacts.org](http://getthetaxfacts.org) to ensure system alignment for service provision.

- Ensure staff and volunteers are properly trained to the level of returns they prepare, following IRS guidelines for VITA/EITC services.

Respondents are not required to use volunteer tax preparers.

Only if respondent plans to use volunteer income tax preparers, must entity be an IRS VITA Partner.

Only if respondent plans to use volunteer income tax preparers, the contracted entity or entities may participate in the Detroit area tax credit coalition steering committee to support the coalition's coordinated strategy wherever possible.

Only if respondent plans to use volunteer income tax preparers, the contracted entity or entities may coordinate with United Way for SE Michigan to participate in the "one front door" schedule portal found on [getthetaxfacts.org](http://getthetaxfacts.org) to ensure system alignment for service provision.

Only if respondent plans to use volunteer income tax preparers, must the entity ensure staff and volunteers are properly trained to the level of returns they prepare, following IRS guidelines for VITA services.

Deliverables: To the best of their ability the successful respondent will provide VITA/EITC services to approximately 1,400 Detroit residents.

Applicant will follow all IRS VITA/EITC rules and regulations to ensure the safety and security of all clients using the VITA/EITC tax filing program.

The contract will commence on January 1, 2025, and conclude on December 31, 2025. All final invoices for payment must be submitted on or before April 1, 2026. The contractor is required to submit invoices for payment, following a schedule that will be negotiated upon the awarding of the contract.

Services will be offered in person, via drop-off, or virtually, depending on the preferences or requirements of the contractor or client. The contractor will maintain several satellite locations to facilitate intake and preparation processes.

All VITA/EITC volunteers who prepare returns must take and pass tax law training that meets or exceeds IRS standards. This training includes maintaining the privacy and confidentiality of all taxpayer information.

The potential risks to the City of Detroit are mitigated using IRS-approved tax filing software, which is essential for participation in the VITA/EITC tax filing process.

- Invoicing will be based on a mutual schedule, which will be worked out between the contractor and the City of Detroit.
- The contractor will include a list with each payment request, detailing the number of returns by zip code for clients who received services under the VITA/EITC program.
- The Housing & Revitalization Department will be responsible for program management with the awarded contract. HRD will receive payment request, review submitted payment requests for completeness and submit all reimbursement requests for payment.
- The Housing & Revitalization will monitor the contract for compliance, file necessary reports, and work to ensure compliance with the Scope of Work.

## **Project Timeline and Milestones**

| <b>Milestone</b>                    | <b>Estimated Delivery Date</b>          |
|-------------------------------------|---|
| Contract Begins/Begin Intake        | January 1, 2025                         |
| Filing VITA/EITC Tax forms          | January 1, 2025 through April 1, 2025   |
| Continuation of Scope of Work       | April 1, 2025 through December 30, 2025 |
| Final Report due to City of Detroit | February 28, 2026                       |
| Completion                          | February 28, 2026                       |

### **5. 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.

### **6. MINIMUM QUALIFICATIONS**

Bidders must have a minimum of three (3) years of experience providing income tax preparation services at the same, or similar, scope as described here within the attached document titled **Scope of Work**.

- Provide documentation as IRS VITA certified Partner.
- Respondents must provide documentation of a valid IRS 2025 PTIN.

### **7. 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.

- Technical Objectives: The contracted entity will utilize the IRS Software for tax filing purposes
- Security Objectives: All VITA/EITC volunteers who prepare returns must take and pass tax law training that meets or exceeds IRS standards.

### **8. 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.

Specifications, Change of Specification, and Errors or Omission. Specifications which refer to brand names are given for reference. Respondents 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.

**9. 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.

**10. 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.

#### **11. 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.

#### **12. 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 25% or 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.

#### **13. 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:**

- 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.

**14. PREVIOUS EXPERIENCE**

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

**15. 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.

## **16. GENERAL CONDITIONS:**

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**

One award of contract will be made on a low total net bid based on the estimated quantities shown. Bidders shall quote on all items, leave no blanks and state "No Charge" where applicable. Blank spaces are no offer. The City of Detroit reserves the right to delete any item(s) from the award. All awards are subject to Ordinance No. 15-00.

**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. TERMINATION OF CONTRACT**

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Vendor.

**8. 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 [redacted] for identification.

SIGNED: [redacted]

TITLE: [redacted]

**9. SPECIFICATION COMPLIANCE CHECK LIST**

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

**10. PRICE**

(If you do not check one of the following, your bid will be considered FIRM).

- A. Contract prices are not subject to increase, but will be subject to reduction.  
(This will be considered only in cases of identical prices offered).  
Clause A applies to Item(s) No. [redacted]
- B. Contract prices are FIRM for the entire contract period.  
Clause B applies to Item(s) No. [redacted]
- C. Contract prices are firm for [redacted] months after [redacted] and are then

subject to adjustment with a maximum increase of [REDACTED] % for the balance of the one-year contract. Clause C applies to Item(s) No. [REDACTED]

Percentage figure must be shown to obtain consideration under Paragraph C above. For evaluation purposes, the percentage shown will be added to your price for the corresponding period of the one year contract.

The City of Detroit reserves the right to cancel the balance of any contract if any proposed increase (in writing) is considered unacceptable.

#### **11. 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.

#### **12. TERMS OF PAYMENT**

The Contractor must upload invoices into the Oracle System Supplier Portal to invoice against the Purchase Order. After processing invoices, payment is Net 30.

The City of Detroit reserves the unqualified right to reject any bid, which includes a provision for a service charge levied by a vendor when payment by the City is not made within a specified time period.

This paragraph supersedes paragraph 4 of the General Conditions.

#### **13. 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.

#### **14. INSURANCE**

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

14.01.1 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.

- 14.01.2 Commercial General Liability insurance with a combined single limit of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
- 14.01.3 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.
- 14.02 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.
- 14.03 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.

## **15. 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.

**16. 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.

**17. 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.

**18. EXPERIENCE AND REFERENCES**

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

We have furnished goods and/ or services of a similar nature, as follows (Complete in entirety):

| Company | Address | Phone Number | Contact Name |
|---------|---------|--------------|--------------|
|         |         |              |              |

**19. 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.

**20. 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.

**21. PATENTS.** The Contractor shall protect and indemnify the City against expense of any nature, shall bear the cost of any law suits which may arise and shall pay damages which may be awarded against the City for the use, under this specification, of any patented device, process, apparatus, material or invention.