



INVITATION FOR BID

Furnish: Scissor Lift

IFB No. IFB-CL-1805
Date of Issue: October 12, 2017
Bid Due Date: October 18, 2017 at 2:00 p.m.



IFB NO. IFB-CL-1805

Detroit Public Library is requesting sealed bids from qualified bidders to furnish Scissor Lift for the Detroit Public Library.

Bids are to be addressed and delivered to the Purchasing Department of the Detroit Public Library, in accordance with the bid instructions and all other requirements as referenced in this document. Bids will be received until October 18, 2017 at 2:00 p.m., local time, at which time a representative of the Purchasing Department will publicly read the names of those companies submitting bids. No other public disclosure will be made until after award of contract.



INSTRUCTIONS TO BIDDERS

1. Firms responding to this Invitation for Bid (“IFB”) shall submit their bids in the overall format as outlined in this solicitation.
2. Bidders shall submit one original and one copy in a sealed package or envelope to the following address:

Detroit Public Library
Purchasing Department
5201 Woodward Avenue
Detroit, MI 48202

Please be sure to clearly list the following information on the outside of your package:

- Bid Title: Furnish Scissor Lift
- Bid Number: IFB-CL-1805
- Bid Due Date: October 18, 2017
- Company’s name and address

No telephone, electronic, or facsimile bids will be considered unless otherwise stated within this document.

3. **Late Bids will not be accepted or considered.** It is the responsibility of the Proposer to ensure that the bid arrives at the Detroit Public Library’s Purchasing Department prior to the date and time indicated. Telephone quotes will not be accepted and bids submitted electronically are not acceptable. Bids must be sent by mail or hand delivered, allowing sufficient delivery time to ensure receipt in the Purchasing Department by the deadline specified. Time and date validation will occur in the Purchasing Department. All bids received after the deadline cannot be accepted and will be returned to the proposer unopened.
4. **VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE.** The only authorized vendor changes to a bid document will be in the areas provided for a bidder’s response, including the “Exceptions” section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid

document will be applicable during the term of the contract. The Detroit Public Library shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the “Exceptions” provision of the Authorized Version of the bid document. It is the Vendor’s responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any changes, modifications or additions made by the Detroit Public Library to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of the changes, modifications or additions made by the Detroit Public Library to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the Detroit Public Library may pursue costs and expenses to re-bid the item from that Vendor.

The Authorized Version of the bid document shall be that bid document appearing on the MITN website with any amendments and updates. The Detroit Public Library officially distributes bid documents from the Purchasing Department or through the Michigan Intergovernmental Trade Network (MITN) website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Purchasing Department or the MITN website are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, www.bidnetdirect.com and obtain an official copy.

5. Bids must be dated and signed by a duly authorized partner or corporate officer, with that person’s name and title clearly identified. No bid shall be withdrawn for ninety (90) days from submission deadline unless otherwise stated in the bid document.
6. The Detroit Public Library reserves the right to:
 - Reject any and all bids received as a result of this IFB.
 - Waive or decline to waive any informalities and any irregularities in any bid received.
 - Reject any and all bids if the best interest of the Library will be served by such action.
7. The selected vendor will be required to assume responsibility for all goods and services offered in the bid, whether or not the bidder produces them. Further, the selected vendor shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract.

8. All bids and other materials submitted shall become the property of the Detroit Public Library.
9. All changes in the IFB documents shall be through written addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of the bid.
10. Any questions concerning the submission of bids and/or the specifications shall be submitted, in writing, to:

Christina Ladson
Purchasing Manager
Detroit Public Library
Email: cladson@detroitpubliclibrary.org



IFB-CL-1805 – Scissor Lift

A. General Specifications

The specifications prescribed are intended to describe the minimum performance parameters and characteristics required by Detroit Public Library. Equipment offered that is equivalent, providing comparable functionality will be considered by the Detroit Public Library.

Any bidders having equipment with minor deviations may offer such equipment, provided the equipment meets the intended performance requirements. The bidder shall be required to submit with the bid a listing of deviations and provide a detailed explanation as to how the unit meets the minimum requirements. The Detroit Public Library, acting through the Facilities Director, shall make the final determination regarding acceptable deviations and this decision shall be final.

Item #1

Scissors Lift Work Platform, which meets the following minimum specifications:

- Minimum Capacity: 500 lbs.
- Minimum Gradeability: 25%
- Minimum Heights: 19 Feet Platform Height (Lowered)
25 Feet Platform Height (Working)
- Power: AC Power to Platform
- Audible Alarms: Descent and Travel
- Tires: Non-Marking
- Joy Stick Controlled
- Minimum: 5 Year Warranty

B. Information to be Furnished with Bid

The bidder shall submit with the bid a complete description of the equipment offered, including descriptive literature, manufacturer's brochures, and all other pertinent data. Bids offered without the required documentation will not be considered.

Additionally, the Library reserves the right to request additional information deemed necessary to aid in the proper evaluation of the bids.

C. Price

Item #1

Scissors Lift Work Platform 1 Each \$_____ /Each

Quoting on Manufacturer: _____

Model: _____

Exceptions:

Any exceptions, substitutions, deviations, etc. from the specifications and this bid document must be stated below. The reason(s) for the exception, substitution, and/or deviation are an integral part of this bid offer.

D. Award

The Detroit Public Library anticipates one award. The award will be made to the lowest responsive and responsible bidder meeting or exceeding the specifications. The award will be made based upon the lowest bid price, excluding options.

The Detroit Public Library reserves the right to reject low bids which have major deviations from specifications; to accept a higher bid which has only minor deviations.

E. Qualification of Bidder

Bids will only be accepted from established manufacturers or their authorized dealers. In the event a bid is submitted by a dealer, the dealer hereby guarantees that their company is an authorized dealer of the manufacturer, and the manufacturer has agreed to provide the equipment as ordered by the Detroit Public Library. If requested, the bidder agrees to provide certification from the manufacturer of the authorization.

Detroit Public Library reserves the right to reject any bid where the bidder cannot demonstrate that the bidder meets the qualifications.

F. Guarantees and Warranty

The successful bidder shall furnish the maximum warranty, as provided by the manufacturer. The minimum warranty is five (5) years, as indicated in the General Specifications (page 6).

The warranty period for the equipment shall begin on the date the equipment is delivered to the Detroit Public Library.

Bidders shall indicate the warranty service provider with their bid. Warranty service shall be provided by:

Company Name: _____

Address: _____

Phone: _____

All guarantees and warranties shall be furnished by the successful bidder and shall be delivered to the Facilities Department before the final payment is authorized.

G. Manuals

The successful bidder shall provide operator manuals to the Detroit Public Library upon delivery of the equipment. The manuals shall include complete operational instructions and equipment safety guidelines.

H. Delivery

All equipment is to be F.O.B. delivered freight paid to:

Detroit Public Library
Facilities Service Building
5828 Third Street
Detroit, Michigan, 48202

All necessary transportation, shipping, handling and delivery charges are to be included in the bid price.

Delivery of equipment shall be made within _____ after receipt of an approved purchase order.

I. Invoice and Payment

Payment will be based on any invoice used in the bidder's normal course of business. However, payment will not be made unless the invoice is clearly legible, and contains at a minimum all of the following information:

1. Accurate Item Description
2. Quantity
3. Unit Price
4. Net total cost, after any applied discount
5. Purchase Order Number
6. Date and Location of Delivery

It is the responsibility of the successful bidder to submit a properly completed invoice. Failure to submit a properly completed invoice will result in delay of payment.



APPENDIX B
NON-COLLUSION AFFIDAVIT

Bid Number: _____ Bid Description: _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors, and Officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

1. The price(s) and the amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of the bid, and either the approximate price(s) or the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

SIGNATURE OF PERSON SUBMITTING BID

BID NOTARY'S SIGNATURE

Subscribed and sworn to before me this ____ day of _____, 20__ in and for _____ County.

My commission expires: _____



Statement of No Proposal

Note: If you do not intend to submit a proposal on this commodity or service, please return this form immediately.

The Purchasing Department of the Detroit Public Library wishes to keep its vendors' list file up-to-date. If, for any reason, you cannot supply the commodity/service noted on the attached solicitation, please complete this form and return to: Detroit Public Library, Purchasing Department at 5201 Woodward Avenue, Detroit, Michigan, 48202, to remain on the particular vendor list for future projects of this type.

PLEASE COMPLETE AND RETURN

We the undersigned have declined to submit on this proposal for the following reasons:

- Specifications to "tight" i.e. geared toward one brand or service (explain below).
- Specifications are unclear (explain below).
- We are unable to meet specifications.
- Our schedule would not permit us to perform
- Insufficient time to respond to RFP/IFB.
- We were unable to meet bond requirements.
- We were unable to meet insurance requirements.
- We are not able to offer this product or service.
- Please remove us from your vendor list (explain why below).
- Other (specify below).

Remarks:

Signed: _____ Title: _____

Firm: _____

Address _____
(Street) (City) (State) (Zip)

Phone: (____) _____ Fax: (____) _____



SIGNATURE PAGE

Prices quoted shall remain firm for 90 days or bid award whichever comes first, except the successful bidder(s), whose prices shall remain firm for the entire contract period. The contract shall commence on date of award.

NOTE: The undersigned has checked the bid figures carefully and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

COMPANY NAME: _____

ADDRESS: _____
City State Zip

TAX ID: _____

TELEPHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

E-MAIL ADDRESS: _____

PAYMENT TERMS: _____

WARRANTY: _____

ACKNOWLEDGEMENT:

I, _____, certify that I have read the INSTRUCTION TO BIDDERS and that the bid proposal documents contained herein were obtained directly from the Detroit Public Library or MITN website, www.bidnetdirect.com, and is an official copy of the Authorized Version.

COMPANY REPRESENTATIVE’S NAME:

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

(Signature) *(Date)*

GENERAL CONDITIONS

1. Procurement Policy

Procurement for the Detroit Public Library, shall be carried out in a manner which provides a fair opportunity to all eligible bidders to participate. This bid shall be made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise make a bid or proposal.

2. Non-Discrimination Clause

In accordance with all Federal and State legislation and Regulations governing Fair Employment. Including but not limited to, Title VII of the Civil Rights Act of 1964, the Civil Rights Act and the Persons with Disabilities Civil Rights Act, the bidder agrees that it will not discriminate against employees or applicants for employment with respect to hire, tenure, terms, conditions or privileges of employment because or religion, race, color, national origin, age, sex, height, weight, marital status or handicap that is unrelated to the ability of the individual to perform the duties of a particular assignment or position. The bidder recognizes the right of the United States and the State of Michigan to seek judicial enforcement of the foregoing covenants against the bidder or its subcontractors, or both, in order to provide for efficient cooperation and coordination in the handling of Contract compliance programs as provided in the Elliott-Larsen Civil Rights Act, as amended, and the Persons with Disabilities Civil Rights Act, as amended. The bidder agrees to include this paragraph in any subcontract. Breach of this covenant may be regarded as a material breach of the Contract.

3. Unit Prices, Notations, and Workmanship

Prices and notations must be typed or in ink. Prices shall be for new items only unless specified otherwise in this Formal Bid Document. No erasures or "white-outs" are permitted. Mistakes may be crossed out and corrections entered and initialed in ink by the persons signing the bid document. Unit prices shall be stated based on units specified. The bidder may quote on all or a portion of a quantity as specified. Quote on each item separately and indicate brand name or make. All materials furnished must be new, of latest model and standard first-grade quality, of best workmanship and design, unless expressly specified.

4. Prices Quoted/Cash Discounts

Prices quoted must be net of discounts. Cash discounts will be considered in the determination of low bidder, provided discounts are based on periods of 30 days or more after acceptance of goods or billing on a bidder's invoice, whichever is later. Where net is equal to bid with cash discount deducted, award will be made to the net bid. The bidder shall extend and total the bids.

5. Sales Tax Exemption

The Library is exempt from sales tax on those articles which the Library buys for its own use. Articles bought by the bidder and incorporated into other products are taxable to the bidder. Such tax should be included in the price and will not be paid as an extra by the Library. Sales tax should be included in the price and will not be paid as an extra by the Library.

6. *Specifications, Change of Specification, Errors and/or Omissions*

Specifications which refer to brand names are given for reference only. Bidders 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 Library shall be final.

If any of the terms and conditions prevent you from bidding, or if you wish to request revisions of specifications, or a change in quantity which will result in lower unit cost to the Library, or get an interpretation, your request will receive consideration if presented to the Library as much in advance of bid submission deadline as possible. If any change is found desirable, the Library will notify all bidders and extend the bid submission date, if necessary. Bidders are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before the bid submission date.

7. *Deliver 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 based 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.

8. *Container*

Packing, reels, etc. if chargeable, must be shown on separate items. Return freight must be paid by bidder.

9. *Labeling of Envelopes*

Bidders must label envelopes containing bid – "This envelope contains bid on (Bid number), due on or before (-time) on (-date)." A label may be attached for convenience. The name and address of the bidder are to appear on the outside of the envelope.

10. *Receipt of Bids*

Bids must be received by the Library, 5201 Woodward Avenue, Detroit, MI 48202, prior to or on the date and time specified on the face of this bid form. Late bids cannot be accepted. The responsibility of getting bids to the Library on the time rests entirely with the bidder.

11. *Withdrawal*

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

12. Award

The Library reserves the unqualified right to award by item (s) unless otherwise stipulated, to waive any irregularity in any bid or to reject any and all bids when, in the best interest of the Library.

13. Start of Work

No Contract shall become effective until the contract has been approved by the Procurement Department, Chief Financial Officer and/or Library Commission. Prior to the completion of this approval process, the Contractor will have no authority to being work on this Contract. The Chief Financial Officer shall not authorize any payments to the Contractor prior to such approval. Additionally, the Library shall not incur any liability to reimburse the Contractor regarding any expenditure for the purchase of materials or the payment of services.

14. Inspection

All articles are subject to inspection and testing. In the case where any articles are found to be defective in material, workmanship and/or fail to meet the requirements of this bid, the Library shall have the right to reject or retain and correct such articles. The bidder shall pay the Library for expenses incurred in correcting defects. Rejected articles will be returned to bidders at their expense for handling, packing and transportation.

15. Freight Rates

Unless otherwise stated, any increase in published freight rates after submission deadline will be added to the Contract price, and conversely any decrease in the published freight rates will be deducted from the contract prices. This applies only to movement of the finished product as sold to the Library.

16. Subcontracting

None of the services covered by this Contract shall be subcontracted without the prior, written approval of the Library.

17. Assignment

The performance of the Services under the Contract shall not be assigned by Contractor except upon written consent of Detroit Public Library. The Contractor may assign monies due or to become due to him under the Contract and such assignment will be recognized by Detroit Public Library, if given proper notice thereof, to the extent permitted by law. Assignment of monies will be subjected to proper offsets in favor of the Detroit Public Library and to deductions provided for in this Contract. Money withheld, whether assigned or not, will be subject to being used by Detroit Public Library for the completion of the work in the event that the Contractor defaults under the Contract. The validity of the assignment and the rights of the assignee against Detroit Public Library shall be governed by the laws of the State of Michigan. The Detroit Public Library reserves the right to assign all or portion of the services awarded under this Contract including options. The Detroit Public Library's right of assignment will remain in force over the period of the Contract or until completion of the Contract to include options whichever occurs first.

18. Independent Contractor

It is understood and agreed that the Contractor shall be deemed to be an independent contractor in all its operations and activities hereunder; that the employees furnished by the Contractor to perform Work hereunder shall be deemed to be Contractor's employees or independent subcontractors; that Contractor employees shall be responsible for all obligations and reports covering social security, unemployment insurance, income tax, and other reports and deductions required by state or federal law.

19. Severability

If any provision of this Contract or the application thereof to any person or circumstance, is rendered or declared illegal for any reason and shall be invalid or unenforceable, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby but shall be enforced to the greatest extent permitted by applicable law.

20. Waivers

- A. Neither Detroit Public Library's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of the Contract, and the Contractor shall be and remain liable to Detroit Public Library in accordance with applicable law and the terms of this Contract for all damages to Detroit Public Library caused by the Contractor's negligent act, error or omission in the performance of any of the Work furnished under this Contract.
- B. The waiver by Detroit Public Library of any breach of any term, covenant, condition, or agreement herein contained shall not be deemed to be a waiver of any subsequent breach of the same, or of a breach of any other term, covenant, condition, or agreement herein contained.

21. Force Majeure

- A. To the extent that Contractor shall be wholly or partially prevented from its performance within the terms specified of any obligation or duty placed on Contractor by reason of or through riot, acts of war, acts of terrorism, insurrection, by order of court, legislative action, act of God, or specific cause reasonably beyond the parties' control and not attributable to its neglect or nonfeasance, in such event, the time for the performance of such obligation or duty may be suspended until such disability to perform is removed. Determination of force majeure shall rest solely with Detroit Public Library.
- B. In the event Contractor seeks to characterize an event a "Force Majeure Event", Contractor shall have the obligation to immediately notify Detroit Public Library at the time Contractor becomes aware of said Force Majeure event. Further, Contractor shall have the obligation to provide Detroit Public Library with written notice upon the cessation of said Force Majeure event.

22. Termination

The Contractor agrees that the Library shall have the right to terminate the Contract at any time after award of the Contract, by giving ten (10) days written notice, if it is determined that such termination is in the best interest of the Library. Upon receipt of written notice of termination, the Contractor shall cease performance to the extent specified in the notice of termination. In the event of termination in whole, the Contractor shall prepare a final invoice within thirty (30) calendar days of such termination reflecting any service(s) actually furnished pursuant to the Contract and to the satisfaction of Detroit Public Library.

Detroit Public Library agrees to pay the Contractor, in accordance with the terms of the Contract, for conforming service(s) actually furnished and verifiable costs that have been incurred or will be incurred by the termination, which shall be the sole amount owed to the Contractor whether for damages or otherwise, by virtue of the termination of this Contract.

23. Default

Default is defined as the failure of the bidder to fulfill the obligations of their bid. An event of default shall be construed as a material breach of this contract. Detroit Public Library may by written notice of default to the Contractor, terminate this Contract in whole or in part if the Contractor fails to perform the services within the time and in the manner specified in this Contract or any extension thereof; or fails to perform any of the other provisions of this Contract.

Detroit Public Library's right to terminate this Contract may be exercised if the Contractor does not cure the condition or conditions constituting default within ten (10) calendar days (or such longer period as may be authorized in writing by the Purchasing Manager) after receipt of the notice from the Procurement Department.

24. Damages for Breach of Contract

The contractor shall be liable to the Library for any damages it sustains by virtue of the contractor's breach, or any reasonable costs the Library might incur enforcing or attempting to enforce this contract, including reasonable attorney fees. The Library may withhold any payment(s) to the contractor for the purpose of set-off until such time as the exact amount of damages due to the Library from the contractor is determined. It is expressly understood that the contractor will remain liable for any damages the Library sustains in excess of set-off.

If the contract is so terminated for breach of contract, the Library may take over the services, and pursue the same to completion by contracting with another party or otherwise, and the contractor shall be liable to the Library for any and all costs.

The Library may assess upon the contractor, for failure to meet any provision or condition of the bid, damages up to the amount of 15% or the amount of the cost incurred for the breach.

Other remedies shall also be available to the Library. The previous provisions outlined herein shall be in addition to any and all other legal or equitable remedies permissible.

25. Audit, Inspection or Records and Cost Verification

The Library reserves the right to audit employees' payroll records to verify labor charges upon 72 hours' notice.

The contractor shall permit the authorized representative of the Library to inspect and audit all Data and records of the contractor relating to its performance under this contract during the term of the contract and for three (3) years after final payment. All records relating to the agreement shall be retained by the contractor during the term of the contract and for three (3) years after final payment for the purpose of such audit and inspection.

26. Compliance with Laws and Security Regulations

The contractor shall comply with and shall require its associates to comply with:

1. Applicable federal, state and local laws, ordinance code(s) regulations and policies, including, but not limited to, all security regulations in effect from time to time on the Library's premises;
2. Codes and regulations for materials, belonging to the Library or developed in relationship to this project externally; and
3. The requirements of the grantor agency when grant funds that are specifically related to this contract are expended.

The contractor shall hold the Library harmless with respect to any damages arising from any violations of same by it or its associates. The contractor shall not trespass on any public or private property in performing any of the services encompassed by this contract. The contractor shall require, as part of any subcontract that subcontractors comply with all applicable laws and regulations.

27. Patents

The contractor shall protect and indemnify the Library against expense of any nature, shall bear the cost of any lawsuits 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.

28. Indemnity

The contractor agrees to save harmless the Library against and from any and all liabilities, obligations, damages, penalties, claim costs, charges, losses and expenses (including without limitation, fees and expenses for attorneys, expert witnesses and other consultants), which may be imposed upon, incurred by or asserted against the Library by reason of any negligent or tortuous acts or any failure by the contractor to perform its contractual obligations during the term of this contract. This provision shall apply to all matters whether litigated or not, and shall include disputes between the contractor, the Detroit Public Library and any negligent or tortuous errors or omissions attributable to the contractor, its subcontractors or agents.

29. Use of Detroit Public Library's Name in Contractor Advertising or Public Relations

If the Contractor should desire to use the Detroit Public Library's name, logo or any other material in its advertisement or public relations programs, the Contractor shall receive prior approval from the Detroit Public Library. Any such information relating to Detroit Public Library shall be factual and in no way imply that Detroit Public Library endorses the Contractor's firm, services, or products. The Contractor shall insert the substance of this Article in each subcontract and supply contract or purchase order.

30. Conflict of Interest

The contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which could conflict in any manner or degree with the performance of the services under this contract. The contractor further covenants that in the performance of this contract no person having any such interest shall be employed.

The contractor further covenants that no officer, agent, or employee of the Detroit Public Library and/or Library Commission who exercise any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract has any personal or financial interest, direct or indirect, in this contract or in the proceeds thereof via corporate entity, partnership, or otherwise.

The contractor also hereby warrants that it will not and has not employed any person to solicit or secure this contract upon any agreement or arrangement for payment of a commission, percentage, brokerage, contingent fee, other than bona fide employees working solely for the contractor either directly or indirectly, and that if this warranty is breached, the Library, may at its option, terminate this contract without penalty, liability or obligation, or may, at its election, deduct from any amounts owed to the contractor hereunder, any amounts of any such commission, percentage, brokerage, or contingent fee.

31. Addresses

The contractor shall notify the Library upon any change of address, telephone number, and email address, where applicable, within five (5) business days of such change. The notice shall be delivered in writing to the Procurement Department and shall include all of the contractor's changed information and the effective date of such change.

32. Taxpayer Identification Number

The contractor shall notify the Procurement Department upon the change of the contractor's taxpayer identification number. Such notification shall be in writing, shall include at a minimum, the contractor's taxpayer identification number in used by the City, the contractor's new taxpayer identification number and all contract and purchase order numbers under which the contractor is currently providing goods and/or services to the Library. The notification shall be delivered to the Library within five (5) business days of the contractor's receipt of confirmation of the registration of the new taxpayer identification number by the Internal Revenue Service. Failure to supply the required information, may be deemed an event of default at the sole discretion of the Library.