



**CITY OF DETROIT  
OFFICE OF CONTRACTING & PROCUREMENT**

**RFQ 183792  
HVAC Preventative Maintenance and Repair**

**Buyer: Arnita Clark  
Email: arnitac@detroitmi.gov**

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<b>ADVERTISE DATE</b>	August 2, 2023
<b>QUESTION DEADLINE</b>	August 18, 2023, at 4:00 p.m. Submitted via Oracle Supplier Portal Questions will not be received in any other format or after the deadline.
<b>BID CONFERENCE</b>	<b>WALK THRU (MULTIPLE LOCATIONS)</b> August 15, 2023 @ 10:00 m EST <b>1301 E Warren, Detroit, MI</b> <b>(Central Terminal is the 1<sup>st</sup> location</b> <b>Shoemaker Terminal and Gilbert Terminal</b>
<b>BUYER:</b>	Arnita Clark
<b>BID DUE DATE</b>	September 8, 2023 4:00 P.M. Eastern Standard Time Submitted via Oracle Supplier Portal



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The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide HVAC Repairs, Preventative Maintenance and Replacement, at various Department of Transportation (DDOT) locations for three years.

**1. MINIMUM QUALIFICATIONS**

Proposals will only be accepted from those firms demonstrating a minimum of three (3) years of experience providing the services requested in the RFP for projects of similar scope and size.

**2. ADHERENCE TO TERMS OF PROPOSALS**

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

**3. REJECTION OF PROPOSALS**

The City of Detroit expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the City determines and/or to take any other appropriate action that is in the best interest of the City.

**4. BACKGROUND/DESCRIPTION OF ENVIRONMENT**

The City of Detroit Office of Contracting and Procurement is soliciting qualified vendors to perform Preventative Maintenance, Repair and Replacement of heating, ventilation, air conditioning, HVAC systems at various Department of Transportation facilities. The successful bidder will provide all materials and labor necessary to perform the work required and will be responsible for all necessary permitting, testing and inspection to ensure that the HVAC systems are functioning properly and are in compliance with the applicable federal, state and local statutes and regulations. This service will keep the heating and cooling systems operating properly.

**5. AWARD CLAUSE INCLUDING RENEWAL OPTIONS**

If a contract is awarded as a result of this RFP it will be a City of Detroit Professional Services Contract (sample attached). The term of the contract will be for two (2) years. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council. The City anticipates one award as a result of the RFP.

**6. OPERATIONAL INFORMATION**

Awarded contractor will work closely with City Agency staff. Provide any specific contractor requirements in technical proposal.

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.

**7. SCOPE OF WORK**

The City of Detroit Department of Transportation (DDOT) is soliciting qualified vendors to perform preventative maintenance, repair and replacement of heating, ventilation, air conditioning, HVAC systems at Department of Transportation facilities (DDOT). The successful bidder will provide all materials and labor necessary to perform the work required and will be responsible for all necessary permitting, testing and inspection to ensure that the HVAC systems are functioning properly and are in compliance with the applicable federal, state and local statutes and regulations.

*SEE ATTACHED SPECIFICATIONS*

**8. TECHNICAL INFORMATION**

- a. In the event of failure or malfunction the contractor will be responsible for performing any necessary investigations to determine the root of the HVAC system failure.
- b. Perform HVAC system repairs and adjustments for all types of systems including but not limited to:
  - i. HVAC Systems
  - ii. Boilers
  - iii. Make-Up Units
  - iv. Air Handlers
  - v. VAV's
  - vi. Cooling/Water Tower Systems
  - vii. All associated support equipment such as: pipes, valves, motors, piping, ductwork and controls
- c. Provide additional services that are not specified above, but deemed necessary for the proper operation of the HVAC equipment to include but not limited to:
  - i. Potential water treatment for the systems
  - ii. Seasonal Start Ups
  - iii. Scheduled and preventative maintenance
  - iv. Perform preventative maintenance on all major HVAC equipment and control systems with written reports
  - v. Perform annual CSD-1 inspection on steam and hot water boilers by technician with a State of Michigan boiler license.
- d. The contractor is to provide all tools, such as but not limited to torches, vacuum pumps, refrigeration gauges, testing meters, calibration instruments and hand tools necessary to perform the aforementioned work.

**SEE ATTACHED SPECIFICATIONS FOR HVAC MAINTENANCE AND REPAIR SERVICE**

If any of the terms and conditions prevent you from bidding, or if you wish to request revisions to the specifications, or a change in quantity which will result in a lower unit cost to the City, or get an interpretation, your request will receive consideration if presented to the City as much in advance of bid submission deadline as possible. If any change is found desirable, the City will notify all bidders via the electronic procurement system. 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 bid submission date.

Respondents shall provide notice to take exception to any requirements of the Request for Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal.

## **9. WARRANTY INFORMATION**

All repairs shall be warranted for at least, ninety (90) days on labor and one (1) year on parts.

## **10. CHANGE ORDERS/REPAIRS OUTSIDE OF PREVENTATIVE MAINTENANCE**

If repair work is needed outside of the preventative maintenance protocols, the successful contractor shall prepare a proposal and submit to the DDOT Plant Maintenance Manager or designee. The proposal shall outline the scope of work along with the estimated not to exceed price for labor and/or materials, estimated completion and supporting documentation. No work shall begin until the DDOT Plant Maintenance Manager or designee provides written approval.

Change orders may be initiated by either DDOT or the contractor. In either case, the formal process begins with a request by DDOT for the contractor to submit a proposal identifying both the scope and cost of the proposed change. The request should be detailed enough for the contractor to submit a firm fixed price, or hourly rates on a not-to-exceed basis. Change orders are only allowed upon approval by the Office of Contracting and Procurement.

## **11. RESPONDENT PERFORMANCE HISTORY**

The respondent shall provide the following information:

- a. Identify in detail at least three (3) similar projects by name, subject matter, location, respondent's services provided and the length of time respondent's service were provided on each (use attached reference form). Included in this informal shall be the description of services provided and the time period during which the services were provided;
- b. Identify the respondent's key personnel working on the projects identified in "section a" above;
- c. Identify any projects in which the respondent's contract was terminated for any reason;
- d. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last ten (10) years;
- e. Attach your organization's financial statements (CPA Certified) for the previous three years; and
- f. Provide an organization chart indicating the key personnel who will provide services resulting from this RFP. Also provide a resume for each of the key personnel.

**12. EVALUATION CRITERIA**

**PHASE ONE CRITERIA – NON-ECONOMIC DEVELOPMENT – 65 points**

- a) **Technical Qualifications and Experience/References (20 points).** Experience with modern and older HVAC systems from 1970 thru 2023. *See attachment for make and model of units currently in use at DDOT.* Verify experience by providing resumes demonstrating a minimum experience of 3 years on older systems and 3 years on the newer system. Provide proof of OSHA Safety 30 training or appropriate safety training for all team members assigned for this project. Any team replacement will be required to have the same minimum experience and safety training as requested in this RFP and documentation will be forwarded to the department and receive approval before a replacement is authorized.
- b) **Contractor/Organization Experience and References/Past Performance (20 points).** Contractor’s experience on installation, servicing and managing modern and older HVAC systems. Contractor will provide proof of references. Contractor will list the manufacturer name and years of experience in providing Preventative Maintenance and Repair Services.
- c) **Workmanship and warranty and diagnostic tools (10 points).** The warranty for labor and parts. **As well as diagnostic tool and if any software is needed.**
- d) **Price Proposal (15 points).** Please include hourly rates for HVAC Journeyman, Chiller Mechanic, Controls Technician (regular, overtime, holiday hours etc.). Contractor will also provide lead time, discounts/markup for parts as part of the cost proposal.

*Maximum points for Phase One Criteria not to exceed sixty five (65) points.*

**PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT**

- Detroit headquartered business 15 points
- Detroit based business 5 points

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

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

- Detroit headquartered business 20 points
- Detroit based business 10 points

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

### **13. EVALUATION PROCEDURE**

After evaluating the proposal, oral presentations may be scheduled with the respondents. A final determination will be made after the oral presentations are complete.

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable. The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

### **14. CONTRACT APPROVAL**

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

### **15. REQUIRED SUBMITTAL INFORMATION**

Technical Proposal and separate Cost Proposal (i.e., organizational chart, resumes, client list, brochures, cover letter, executive summary, etc.)

### **16. SUBMITTAL INSTRUCTIONS**

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

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

**17. PREPARATION OF PROPOSAL**

The proposal shall include all forms as specified in these instructions. Each proposal shall show the full legal name and businesses address of the prospective respondent, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective respondent. Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

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

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

**18. REQUIRED CONTENT**

Bid responses must include the following content:

**Letter of Transmittal**

The prospective respondent’s proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.

**Required Clearances and Affidavits**

The following clearances and affidavits are required to do business with the City of Detroit. Approved clearances are not required to submit a response to the RFP but will be required of the successful respondent prior to City Council approval.

Respondents must submit requests for clearances electronically via a link in the bid response Requirement Section in Oracle.

<b>Required Clearances</b>
Income Tax
Revenue Tax

**Accuracy and Completeness of Information**

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

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since



all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

In your introduction, please include, at a minimum, the following information and/or documentation:

- A statement to the effect that your proposal is in response to this RFP;
- A brief description of your firm;
- The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- The name and contact information of the of the firm's partner and or manager(s) that will be in charge of this project;
- The firm's financial solvency, fiscal responsibility and financial capability;
- The age of the firm's business and the average number of employees during each of the last three (3) years;
- The firm's current tax status and Federal Employer Identification Number; and
- Evidence of any licenses or registrations required to provide the services under this contract.

#### **19. REQUIRED FORMAT**

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety:

- Overall Scope of Work and Operational Responsibilities;
- Respondents Performance History;
- Proposal Submission Procedure; and
- Certificate of Good Corporate Standing, if a corporation Evaluation of the respondent's proposal will be made in accordance with Section 10 of this RFP.

#### **20. REQUIRED COST PROPOSAL**

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

Indicate the fees you will charge to perform the services. Attach a schedule of fees or hourly rates broken out for each type of staff member that will work on the project (i.e., Sr. Partner, Partner, Associate Paralegal Typist, etc.)

#### **21. TECHNICAL APPROACH**

Present a brief description of procedures to be followed, presented in a form which will best assist the City is evaluating your firm's ability to identify, evaluate and communicate while providing the requested services, e.g. fees.

**22. QUESTION DEADLINE**

*All questions regarding the RFP shall be submitted through the Oracle System.* Respondents shall provide notice to take exception to any requirements of the Request for Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal. The City of Detroit does not guarantee a response to questions not submitted after the question deadline.

**23. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor's ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

**24. PAYMENT**

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

**25. ORAL PRESENTATION/DEMONSTRATION**

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

**26. ASSIGNMENT**

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

**27. 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.

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.

**28. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL**

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

**29. BID DEPOSIT & PERFORMANCE BOND (OPTIONAL)**

Proposers must submit a bid deposit valid for at least 120 (One Hundred Twenty) days, in the form of a bid bond (City of Detroit form attached) or cashier's check in lieu of a bid bond in the amount of \$ZERO. Checks are to be made payable to the Treasurer of the City of Detroit. The amount of each respondents bid deposit will be returned to all unsuccessful respondents and the successful respondent upon contract award or rejection of proposals. FAILURE TO SUBMIT THE BID DEPOSIT SHALL RESULT IN PROPOSAL REJECTION. BID DEPOSITS SUBMITTED IN RESPONSE TO OTHER SOLICITATIONS ARE NOT VALID FOR THIS RFP. THE ORIGINAL, FULLY EXECUTED BID BOND (ON THE CITY'S BID BOND FORM) MUST BE SUBMITTED WITH THE PROPOSAL.

The successful respondent(s) must furnish a performance bond in the amount of ZERO% of the contract value specified in the contract (City of Detroit form attached) guaranteeing the contract will be accepted if tendered an award.

**30. CHANGES IN FACTS**

Proposers shall advise the City during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

**31. CONFIDENTIALITY OF PROPOSALS**

Once proposals have been recorded they are subject to disclosure as per the requirements of the Michigan Freedom of Information Act.

**32. NEWS RELEASE**

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

**33. REJECTIONS, MODIFICATIONS, CANCELLATIONS**

The City of Detroit expressly reserves the right to: 1) accept or reject, in whole or in part, any and all proposals received; 2) waive any non-conformity; 3) re-advertise for proposals; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or, 6) take any other appropriate action that is in the best interest of the City. This RFP does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

### 34. OFFICE OF INSPECTOR GENERAL

- 32.1 In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 32.2 This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 32.3 A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 32.4 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 32.5 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 32.6 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 32.7 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article<sup>1</sup>

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<sup>1</sup> "Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.