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**CITY OF DETROIT  
OFFICE OF CONTRACTING & PROCUREMENT  
ON BEHALF OF THE PARKS AND RECREATION DEPARTMENT  
REQUEST FOR PROPOSALS NO. 183428  
MICHAEL E. DUGGAN, MAYOR**

**2023-2024 CHILD AND ADULT CARE FOOD PROGRAM AND SUMMER FOOD SERVICES PROGRAM**

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<b>ADVERTISE DATE</b>	<b><u>July 31, 2023</u></b>
<b>QUESTION DEADLINE</b>	August 7, 2023 at 5:00 p.m. (Eastern Daylight Time) Submit Questions to <u>RFP 183428, Q &amp; A Section via Oracle</u>
<b>VIRTUAL PRE-PROPOSAL MEETING</b>	<b><u>August 9, 2023 at 2:00 p.m. (Eastern Daylight Time)</u></b> Microsoft Teams Meeting, Microsoft Teams meeting, Join on your computer or mobile app, <a href="#">Click here to join the meeting</a> , Meeting ID: 231 131 102 757 <a href="#">Download Teams</a>   <a href="#">Join on the web</a> Or call in (audio only) <a href="#">+1 469-998-6602,,152946556#</a>
<b>PROPOSAL INTERVIEWS</b>	Interviews may be required and are scheduled for August 31-September 1, 2023, proposers to reserve dates for interviews.
<b>PROPOSAL DUE DATE AND TIME</b>	August 29, 2023 at 4:00 p.m. Eastern Daylight Time) <i>Proposals must be submitted to Oracle via <a href="http://www.detroitmi.gov/supplier">www.detroitmi.gov/supplier</a></i>
<b>PROPOSAL PUBLIC OPENING AND READING</b>	<b>August 30, 2023 at 2:00 p.m.</b> (Eastern Daylight Time) , via virtual Meeting. Microsoft Teams meeting Join on your computer, mobile app or room device <a href="#">Click here to join the meeting</a> , <a href="https://bit.ly/RFP428">https://bit.ly/RFP428</a> , Meeting ID: 271 829 588 060, <a href="#">Download Teams</a>   <a href="#">Join on the web</a> Or call in (audio only) <a href="#">+1 469-998-6602,,261153010#</a>

Respondents may register free at [www.detroitmi.gov/supplier](http://www.detroitmi.gov/supplier), Late proposals will not be accepted. Additionally, Respondents also must register for free with the federal government's System for Award Management at [www.sam.gov](http://www.sam.gov)

ATTESTATION SHEET.....	3
1. MINIMUM QUALIFICATIONS.....	4
2. ADHERENCE TO TERMS OF PROPOSALS.....	4
3. REJECTION OF PROPOSALS.....	4
4. BACKGROUND/DESCRIPTION OF ENVIRONMENT.....	4
5. AWARD CLAUSE INCLUDING RENEWAL OPTIONS.....	4
6. OPERATIONAL INFORMATION.....	4
7. SCOPE OF WORK.....	4
8. TECHNICAL INFORMATION.....	24
9. RESPONDENT PERFORMANCE HISTORY.....	24
10. EVALUATION CRITERIA.....	24
11. EVALUATION PROCEDURE.....	25
12. CONTRACT APPROVAL.....	26
13. REQUIRED SUBMITTAL INFORMATION.....	26
14. SUBMITTAL INSTRUCTIONS.....	26
15. PREPARATION OF PROPOSAL.....	27
16. REQUIRED CONTENT.....	27
17. REQUIRED FORMAT.....	28
18. REQUIRED COST PROPOSAL.....	28
19. TECHNICAL APPROACH.....	29
20. QUESTION DEADLINE.....	29
21. ECONOMY OF PREPARATION.....	29
22. PAYMENT.....	29
23. ORAL PRESENTATION/DEMONSTRATION.....	29
24. ASSIGNMENT.....	29
25. MISCELLANEOUS.....	29
26. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL.....	30
27. BID DEPOSIT & PERFORMANCE BOND.....	30
28. CHANGES IN FACTS.....	30
29. CONFIDENTIALITY OF PROPOSALS.....	30
30. NEWS RELEASE.....	30
31. REJECTIONS, MODIFICATIONS, CANCELLATIONS.....	30
32. OFFICE OF INSPECTOR GENERAL.....	31



### ATTESTATION SHEET

By submission of this bid, the Vended Meal Company (the Vendor) acknowledges that it has carefully examined all terms and conditions outlined in the Request for Proposal (RFP)/Child and Adult Care Food Program and Summer Food Service Program Meals Contract in the bid document/solicitation issued by the **City of Detroit** on July 31, 2023. The Company acknowledges that it has made examinations and verifications and is fully conversant with all conditions under which services are to be performed for the **City of Detroit**. No claims for additional compensation will be considered, and no contractual amendments will be executed due to the successful bidder's failure to be so informed.

The Company acknowledges that the Sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received. The Sponsor reserves the right to reject the proposal of a bidder who previously failed to perform properly or complete on-time contracts of a similar nature or the bidder whose investigation shows the inability to perform the contract. The Sponsor reserves the right to accept any bid within 30 days from the bid opening date on August 30, 2023.

Negligence in the preparation or presentation of, errors in, or omissions from, bids shall not relieve the Company from fulfilling all obligations and requirements of the proposed contract. Once a contract is executed, the Company shall not claim any modification resulting from any representation or promise made at any time by an officer, agent, employee, or employee of the **City of Detroit** or any other person.

By submitting a bid, the Vendor agrees to execute a contract with the Sponsor and perform services according to the finalized contract documents.

\_\_\_\_\_  
Signature of Vended Meal Company  
Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of Company

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide unitized meals to be served to children participating in the Summer Food Service Program (SFSP) and the Child and Adult Care Food Program (CACFP) authorized by Section 13 of the National School Lunch Act, and operated under Part 225 of the US Department of Agriculture (USDA) regulations. The City of Detroit anticipates multiple contract awards as the result of the Request for Proposals.

**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**

Provide healthy meals to children in accordance with USDA and State of Michigan Department of Education regulations and guidelines. Meals must meet USDA quality and portion standards as well as all required meal components which will qualify as complete.

**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 one year with option for four one-year renewal options. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council. The City anticipates multiple awards 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**

**I. INTENT**

This document contains an invitation to food service management companies and vended meal companies to bid for the furnishing of unitized and non-unitized meals to be served to children participating in the Child and Adult Care Food Program (CACFP) authorized by Section 17 of the National School Lunch Act, and operated under 7 CFR Part 226 of the US Department of Agriculture (USDA) regulations and unitized meals to be served to children participating in the Summer Food Service Program (SFSP) authorized by Section 13 of the National School Lunch Act, and operated under Part 225 of the USDA regulations. This document sets forth the terms and conditions applicable to the proposed procurement. Upon acceptance it shall constitute the contract between the bidder and the Sponsor named below.

**A. Sponsoring Organization (SO) Information**

Sponsor Agreement Number: 990005365

Sponsor Name: City of Detroit Parks & Recreation Department

Sponsor Address: 115 Erskine St., Detroit, MI 48201

If additional information is required, please contact **Tricia Blake-Smith** at **313.518.2627**.

**B. Contract Information**

This contract shall be for an initial term of one year effective on **October 1, 2023**, or upon written approval of the contract by the Michigan Department of Education (MDE), whichever occurs last, and ending **September 30, 2024**, with up to four (4) one-year renewals, with mutual agreement between the SFA and the FSMC. [USDA SFSP 09-2007]

**C. Multi-Award Contract:**

This may be a multi-award contract. The Sponsor is requesting meal service for SFSP and CACFP. There are six (6) separate bid sheets for the following:

- **CACFP - East sites**
- **CACFP - West sites**
- **CACFP and SFSP - City Delivered**
- **SFSP - East sites**
- **SFSP - West sites**
- **SFSP Special Events**

Potential bidders may submit bids on one or multiple bids.

**D. Bid Bond**

Bids totaling over \$250,000 shall include a bid bond in the amount of **5%** of the bid bond. Food service management companies are prohibited from posing any alternative forms of bid bonds. Cash, certified checks, letters of credit, and escrow accounts, are not acceptable substitutes for bid bonds. The bond must be from one of the companies listed in the most recent issue of the United States Department of Treasury Circular 570 which can be downloaded at:

<http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>.

[2 CFR Part 200.325(a) and SFSP Memo 13-2014]

Only those bonding and surety companies contained in the current Treasury Circular 570 may be used to obtain the required bonding. The Treasury Circular is published annually, for the information of Federal bond-approving officers and persons required to give bonds to the United States. All certificates of Authority expire June 30, and are renewable July 1, annually.

### **E. Bid Opening**

Bidders may attend the Public Bid Opening scheduled for **August 30, 2023**, at **2:00 pm** at the following location: VIA VIRTUAL MEETING

## **II. INSTRUCTIONS TO BIDDERS**

### **A. Definitions**

1. Bid – The bidder's offer.
2. Bidder – A food service management company submitting a bid in response to this invitation for bid.
3. Contractor – A successful bidder who is awarded a contract by a Sponsor under the CACFP & SFSP.
4. Food Service Management Company (FSMC) – any commercial enterprise or nonprofit organization with which a sponsor may contract for preparing unitized meals, with or without milk, for use in the Program, or for managing a sponsor's food service operations in accordance with the CACFP & SFSP regulations. Food service management companies may be: (a) Public agencies or entities; (b) private, non-profit organizations; or (c) private, for profit companies.
5. Request for Proposals (RFP) – The document where the procurement is advertised. In the case of this Program, the RFP becomes the contract once both parties agree in writing to all terms and conditions of the RFP.
6. Sponsor or Sponsoring Organization (SO) – The service institution which issues this RFP.
7. Unitized Meal – An individual proportioned meal consisting of a combination of foods meeting the CACFP & SFSP pattern requirements, delivered as a unit with or without milk or juice. The State agency may approve exceptions to the unitized meal such as separate hot and cold packs.

Other terms shall have the meaning ascribed to them in the CACFP regulations (7 CFR Part 226) and in the SFSP regulations (7 CFR Part 225).

### **B. Submission of Bids**

Failure to comply with any of the following shall be reason for rejection of the bid.

1. Bidders are expected to carefully examine the specifications, schedules, attachments, terms and conditions of this RFP. Failure to do so will be at the bidder's risk.
2. Bids must be submitted in Oracle. If accepted, this RFP will become the contract, and one copy of the contract will be forwarded to the successful bidder with the notice of award. No changes in the specifications or general conditions are allowed. Erasures on all copies must be initialed by the bidder prior to submission. Failure to do so may result in rejection of the bid.
3. Bids must be accompanied with the applicable bid bond as established in Section I (D) above.

Bid bonds will be returned (a) to unsuccessful bidders as soon as practicable after the opening of bids and (b) to the successful bidder upon execution of such further Contractual documents and bonds as may be required by the bid as accepted.

4. A copy of the current State or local health certificate for the food preparation facilities must be submitted with the bid.

#### **C. Explanation to Bidders**

Any explanation desired by a bidder regarding the meaning or interpretation of the RFP specifications, etc., must be requested in writing prior to bid opening. Oral explanations or instructions given before the award of the contract will not be binding. Any information given to a prospective bidder concerning an RFP will be furnished to all prospective bidders as an amendment of the RFP, if such information is necessary to bidders in submitting bids on the RFP, or if the lack of such information would be prejudicial to uninformed bidders.

#### **D. Acknowledgement of Amendments to RFPs**

The Sponsor must acknowledge receipt of an amendment to an RFP by a bidder by signing and returning the amendment. Such acknowledgement must be received prior to the hour and date specified for bid opening.

#### **E. Bidders Having Interest in More Than One Bid**

If more than one bid is submitted by any one person, by or in the name of a clerk, partner, or other person, all such bids shall be rejected.

#### **F. Time for Receiving Bids**

Sealed bids shall be deposited at the Sponsor's address no later than the exact time and date indicated on the face of this RFP. Bids received prior to the time of opening will be securely kept, unopened.

#### **G. Errors in Bids**

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements and specifications before submitting bids; failure to do so will be at the bidder's own risk and relief cannot be secured on the plea of error.

#### **H. Award of Contract**

1. The contract will be awarded to that responsible bidder whose bid is lowest and conforms to the specifications of the RFP.
2. The Sponsor reserves the right to reject any or all bids and to waive informalities and minor irregularities in bids received.
3. The Sponsor reserves the right to reject the bid of a bidder who previously failed to perform properly, or complete on time, contracts of a similar nature, or the bid of a bidder whose investigation shows is not able to perform the contract.
4. Within 30 days from the date of bid opening, the Sponsor reserves the right to accept any bid that was submitted on time as outlined under Section I: Late Bids, Modifications of Bids or Withdrawal of Bids.
5. Prior to the award of the contract, the Sponsor must submit the bid to the State Agency for approval before the Sponsor can accept the bid for contract award.  
[7 CFR 225.6 (h)(6)]
6. The contract once awarded is a private contract between the FSMC and the Sponsoring Organization. Neither the USDA nor the State Agency (i.e. MDE) has any jurisdiction in the payments made to the FSMC.  
[7 CFR 225.6 (h)(2)(ix)]
7. Vendors may bid on the following bid options:
  - **CACFP - East sites**
  - **CACFP - West sites**
  - **CACFP and SFSP - City Delivered**
  - **SFSP - East sites**
  - **SFSP - West sites**
  - **SFSP Special Events**

#### **I. Late Bids, Modification of Bids or Withdrawal of Bids**

1. Any bid received after the exact time specified for receipt of bids will not be considered. **The Oracle system will not accept late proposals.**



2. A bid may be withdrawn in person by a bidder or an authorized representative, provided identity is made known and he or she signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
3. Notwithstanding the above, a late modification of an otherwise successful bid which makes it terms more favorable to the Sponsor will be considered at any time it is received and may be accepted.

### III. SCOPE OF SERVICES

USDA regulations, 7 CFR Part 226, entitled Child and Adult Care Food Program, is hereby incorporated by reference. The Food Service Management Company shall operate in accordance with current Program Regulations. [7 CFR 226.6 (i)(6)] USDA regulations 7 CFR Part 225, entitled Summer Food Service Program is hereby incorporated by reference.

#### A. Unitized Meals

1. For CACFP and SFSP, FSMC agrees to deliver unitized meals **inclusive of 1% reduced white or fat free white milk** to locations set out in CACFP and SFSP Site Listing, attached hereto and made a part hereof, subject to the terms and conditions of this solicitation.

All meals furnished must meet or exceed USDA requirements set out in Information Section, attached hereto and made a part hereof. Meals must be individually portioned, packaged, delivered, and served as a unit. The 1% reduced fat or fat-free white or flavored milk may be packaged and provided separately but must be served with the meal unit. [7 CFR 225.6 (h) (3)]

2. The Contractor shall furnish meals as ordered by the Sponsor during October 1, 2023, or upon approval of the Michigan Department of Education, whichever is last, to September 30, 2024.
3. Meals are to be served up to five (5) days a week, as specified in CACFP and SFSP *Site Listing*.
4. Bidders are asked to submit prices for meals with fat-free white or flavored milk or 1% reduced fat white or flavored milk meeting the contract specifications outlined in the Information Section and to be delivered to all of the sites stated in CACFP and SFSP *Site Listing*. Please note that bidders must complete the bid sheet for each meal type: Breakfast and lunch for SFSP as covered by the RFP, and supper for CACFP as covered by RFP.

## **B. Pricing**

1. Pricing shall be on the sample menu and comply with the food quality standards outlined by the Sponsor described in the *Information Section*. Pricing at minimum shall be on the sample menus provided in the information section that comply with meal pattern requirements, the food quality requirements outlined in the section in this RFP, and the bidders sample menu provided in the vendors proposal. The menu must be compliant with the nutritional standards of the USDA SFSP. Deviation from this menu cycle shall be permitted only upon authorization of the Sponsor. The proposal price must include the price of food components including 1% reduced or fat-free white milk as part of the unitized meal, packaging, transportation, and all other related costs (e.g., condiments, utensils, etc.).
2. The unit prices of each meal type the bidder agrees to furnish must be written in ink or typed in the blank space provided and include proper packaging as required in the specifications and delivery cost to the designated centers. Unit prices shall include taxes, but any charges or taxes which are required to be paid under future laws must be paid by the bidder at no additional charge to the Sponsor. Unit prices for meals shall not exceed the maximum amount allowed by MDE, and preference will be given to bidders who furnish meals with greater nutritional value.

## **C. Meal Orders**

Sponsors will order meals on Wednesday by 5:00 p.m. of the week preceding the week of delivery; orders will be placed for the total number of operating days in the succeeding week and will include breakdown totals for each center and each type of meal.

The Sponsor reserves the right to increase or decrease the number of meals ordered on a 48-hour notice, or less if mutually agreed upon between the parties to this contract.

The Sponsor is responsible for meal ordering for special events. The Vendor will provide consultation with the Sponsor to control the meal inventory and production. The Sponsor will pay for eligible meals served to children. The goal is to feed the participating children, not under-serve or overproduce meals.

## **D. USDA Foods**

Sponsors of vended programs can only receive USDA Foods if the Contractor (providing meals) is a school or a school district, or if the Sponsor is a School Food Authority (SFA) that competitively procures its SFSP meals from the same FSMC that competitively provided its most recent NSLP meals.

In accordance with 7 CFR 250.51(a), the FSMC, in its contract with an SFA, must credit the SFA for the value of all donated foods received for use in the SFA's meal service in a school year. The FSMC must provide such credit whether or not the donated foods are used in the year of receipt.

#### **E. Meal-Cycle Change Procedure**

Meals will be delivered daily in accordance with the menu cycle which appears in the Information Section. Menu changes may be made only when agreed upon by both parties. Menu must be reviewed and approved by Sponsor no later than one week prior to start of service. Contractor agrees to meet at least weekly on menu issues, concerns, or changes. For sample menus, please see attached.

When an emergency might prevent the Contractor from delivering a specified meal component, the Contractor will notify the Sponsor immediately so substitutions can be agreed upon. The Sponsor reserves the right to suggest menu changes within the Contractor's food cost, periodically throughout the contract period.

#### **F. Non-compliance**

The Sponsor reserves the right to inspect and determine the quality of food delivered and reject any meals which do not comply with the requirements and specifications of the contract. The Contractor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery period, meals that do not have a proper delivery ticket supplied to each site location at the time of meal delivery, and meals rejected because they do not comply with the specifications.

The Sponsor reserves the right to obtain meals from other sources, if meals are rejected due to any of the stated reasons. The Contractor will be responsible for any excess cost but will receive no adjustment in the event the meals are procured at lesser cost. The Sponsor or inspecting agency shall notify the Contractor in writing as to the number of meals rejected and the reasons for the rejection.

The SFSP regulations provide that statistical sampling methods may be used to disallow payment for meals which are not served in compliance with Program regulations. If disallowances are made based on statistical sampling, the Sponsor and the administering agency as to the number of meals disallowed, the reasons for disallowance, and the methodology of the statistical sampling procedures employed.

## **G. Specifications for CACFP and SFSP**

### **a. Packaging:**

#### **1. For all SFSP (stationary, City delivered & special events) sites:**

Cold Meal Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper. Containers and overlay should be non-toxic and kid-friendly. (i.e., No sharp or hazardous materials) (no Styrofoam products to be used in packaging or serving materials)

#### **2. For all CACFP sites:**

Cold Meal Unit (or Unnecessary to Heat) – Container and overlay to be plastic or paper. Containers and overlay should be non-toxic and kid-friendly. (i.e., No sharp or hazardous materials) (no Styrofoam products to be used in packaging or serving materials)

Hot Meals may be served. Hot Meal Unit (cambros needed to maintain heat for food) – Container and overlay to be plastic or paper. Containers and overlay should be non-toxic and kid-friendly. (i.e., no sharp or hazardous materials) (No Styrofoam products to be used in packaging or serving materials)

#### **3. Cartons – Each carton to be labeled. Label to include:**

- a. Processor's name and address (Plant)
- b. Item identity, meal type
- c. Date of production
- d. Quantity of individual units per carton

#### **4. Meals shall be delivered with appropriate non-food items (i.e., condiments, straws for 1% fat free white milk, napkins, single service ware, etc.) and Sponsor shall insert the types of non-food items that are necessary for the meals to be eaten.**

##### **a. Food Preparation:**

- i.** Meals shall be prepared in accordance with State and local health standards. Meals shall be prepared under properly controlled temperatures and assembled not more than 48 hours prior to delivery.
- ii.** FSMC must have the capability on the delivery vehicle to keep meals in the safe temperature zone during the entire route.

b. Food Specifications:

Proposal submitted shall be on the sample menu and comply with the food quality standards outlined by the Sponsor described in the *Information Section*. Pricing at minimum shall be on the sample menus provided in the information section that comply with meal pattern requirements' the food quality requirements outline in section in this RFP VI (b)" and the bidders sample menu provided in the vendors proposal. Menu must be compliant with the nutritional standards of the USDA SFSP and USDA CACFP. Deviation from this menu cycle shall be permitted only upon authorization of the Sponsor. Proposal price must include the price of food components.

- i. All meals in the menu cycle must meet the food specifications and quality standards. All meat and meat products, shall have been slaughtered, processed, and manufactured in plants inspected under USDA approved inspection program and bear the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery. **All SFSP and CACFP sites will receive cold meals weekly.**
- ii. 1% reduced or fat free white milk products are defined as "...pasteurized fluid types of flavored or unflavored low-fat 1% fat free white milk , skim 1% fat free white milk , or cultured butter1% fat free white milk which meet State and local standards for such 1% fat free white milk ...All 1% fat free white milk should contain vitamins A and D at the levels specified by the Food and Drug Administration and be consistent with State and local standards for such 1% fat free white milk ." 1% fat free white milk delivered hereunder shall conform to these specifications.
- iii. All menus must meet CACFP and SFSP meal pattern requirements and conform to the following standards:
  - 1. Only fresh fruits & vegetables are to be served
  - 2. Whole fruits are to be served
  - 3. No iceberg lettuce will be served
  - 4. No fruit juice will be served.
  - 5. No High Fructose Corn Syrup will be present.

6. All whole grain menu items will contain more than 50% whole grains.
7. Sliced bun or bread will be utilized no more than one time in a five-day period for CACFP.
8. A variety of cheese will be used and must be non-processed cheese.
9. All deli meat will be breast meat or whole muscle meat with no added sodium and limited nitrates.
10. All hot dogs will be made from 100% beef.
11. No fried foods will be served.
12. No pork products will be served.
13. No nut products will be served.
14. Only 1% reduced or fat-free white milk will be served
15. Menus will include a variety of proteins, seasonal fruits, and vegetables and repeated items during a one-week period will be avoided.
16. Meat must be cooked well-done
17. Repurposed or compostable eating utensils are preferred
18. No Styrofoam materials may be used for packaging or serving materials

**5. CITY DELIVERED MEALS**– For price sheets that are labeled "City Delivered," meals should be unitized as above, but "delivery" will be accepted at the Vendor's loading dock or an agreed upon central location where meals will be loaded into a City-operated truck for delivery to various sites.

## **V. GENERAL CONDITIONS**

### **A. Delivery Requirements**

1. Delivery will be made by the Contractor to each Center/Location in accordance with the approved menu cycle prescribed in the contract. (Except City-Delivered)
2. The Sponsor will pay for meals that are distributed. Inventory must be managed by the Vendor.
3. **CACFP and SFSP Stationary Sites:** Meals are to be delivered daily, unloaded, and placed in the designated location by the Contractor's personnel at each of the centers and times listed.

4. The Contractor shall be responsible for delivery of all meals and/or dairy products at the specified time. Adequate refrigeration or heating shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State or local health codes.
5. For CACFP and SFSP, the Sponsor reserves the right to add or delete food service sites by amendment of the initial list of approved sites in the *Site Listing*, and make changes in the approved level for the maximum number of meals which may be served under the Program at each site (established under Section 225.6 (d) (2) of the SFSP regulations). The Sponsor shall notify the Contractor by providing an amendment to *Site Listing*, of all sites approved, canceled, or terminated after acceptance of this contract, and of any changes in the approved level of meal service for a site. Such amendments shall be provided within **48** of hours or less.
6. Delivery slips must provide sufficient detail to document compliance with SFSP requirements. The delivery slips at a minimum must include what meal is being delivered, the number of meals delivered, and the delivery date and time. Delivery slips must be provided with each meal delivery for each individual site and that may include up to two meals per day for breakfast and lunch for each individual site.

## **B. Supervision and Quality Control Inspection**

The FSMC shall always provide management supervision and maintain constant quality control inspections to measure and check for portion size, weight, appearance, and packaging, in addition to the quality of products. State agencies and sponsors reserve the right to sample meals and entire meals will be disallowed payment when the meals fail to meet minimum standards. Refer to section F under this section for further specification.]

## **C. Recordkeeping**

1. Delivery tickets must be prepared by the Contractor at a minimum in two copies: one for the Contractor, and one for the Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each Center.
2. Designees to the Sponsor at each Center will check adequacy of delivery and meals **before** signing the delivery ticket. Invoices shall be accepted by the Sponsor only if proof of signature is verified by Sponsor's designee at the Center.
3. The FSMC or Contractor shall maintain records supported by delivery tickets, invoices, receipts, purchase orders, production records for this contract, or other evidence for inspection and reference, to support payments, claims or any other item the Sponsor needs to meet program responsibilities.
4. The FSMC must report to the Sponsor at the end of each month, at a minimum.

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The FSMC must provide one delivery ticket for every single delivery to each individual site.

5. The FSMC must keep the books and records concerning the Sponsor's food service operations for three (3) years or longer if required by the State Agency, from the date of receipt of final payment under the contract. Representatives of the Michigan Department of Education, any other State Agency involved in an audit or investigation, the USDA, and the United States General Accountability Office may examine or audit these records at any reasonable time and place. Records must be retained longer if there is an unresolved audit or investigation.

#### **D. Method of Payment**

The Contractor shall submit its itemized invoices to the Sponsor **weekly** in compliance with Section 225.6 (h) (2) (iv) of the SFSP regulations. Each invoice shall give a detailed breakdown of the number of meals delivered to the site supervisor at each center during the preceding period. **Weekly invoices should only include same month. If the following month falls in the same week, two separate invoices will be prepared.** The Sponsor shall calculate the average number of meals delivered each day for the applicable period. **Sponsor shall reconcile all invoices to accurately indicate number of meals delivered and payment will be made accordingly.** Payment will be made at the unit price shown for that range. Each payment period will be calculated and paid for independent of other periods. No payment shall be made unless the required delivery receipts have been signed by the center representative of the Sponsor.

The Contractor shall be paid by the Sponsor for all meals **delivered (stationary) and served** in accordance with this contract and SFSP regulations. Specifically, FSMC will not be paid for meals that are not unitized; wholly or partially spoiled; that are delivered outside of designated delivery times; meals with components that are less than the required size and weight; meals that are missing components; **and if the FSMC changes the menu or substitutes components without the Sponsor's prior approval.**

Under the provisions of the contract between the Sponsor and the FSMC, the Sponsor is required to pay only for the delivered meals that meet these requirements and should not pay for ineligible meals. Similarly, the Sponsor will only receive payments from the MDE only for meals that meet this requirement.

However, neither the USDA nor the State agency assumes any liability for payment of differences between the number of meals delivered by the Contractor and the number of meals served by the Sponsor that are eligible for reimbursement.

The contract is a private contract between the Sponsoring Organization and the FSMC. Neither USDA nor MDE has any jurisdiction in the payments made to the



FSMC.

#### **E. Food Costs for Vended Programs**

The cost of food means the cost of the preparation and delivery of meals charged to the Sponsor by the food service management company. Non-food items shall be excluded except where such items are essential to the conduct of food service. Refer to Scope of Service, CACFP and SFSP Stationary Section I of this RFP for specific information.

Costs charged to the Sponsor cannot include charges for meals delivered to non-approved centers, meals not delivered within the established delivery time, meals that are spoiled or do not meet meal pattern requirements, or meals that do not meet the requirements or terms of the contract.

#### **F. Inspection Facility and Health Certifications**

1. The Sponsor, the State Agency and USDA reserve the right to inspect the Contractor's facilities without notice at any time during the contract period, including the right to be present during preparation and delivery of meals.
2. The FSMC's facilities shall be subject to periodic inspections by State and local health departments, or any other agency designated to inspect meal quality for the State. This will be accomplished in accordance with USDA regulations.
3. The FSMC must ensure that meals are inspected periodically by the local health department or an independent agency to determine bacteria levels present in the meals served. Such levels found to be present in the meals shall conform to the standards set by local health authorities and other establishments in the locality. The results of the inspections must be submitted promptly to the Sponsor and the Michigan Department of Education (MDE).  
[7 CFR 226.6 (i)(3)]

#### **G. Health Certifications**

1. The Contractor agrees that the state and local health and sanitation requirements will be always met. All food will be properly stored, prepared, packaged and transported free of contamination and at appropriate temperatures following HACCP guidelines.
2. The Sponsor, the State Agency and USDA reserve the right to inspect the Contractor's facilities without notice during the contract.

3. Per 7 CFR 226.6 (i)(3) and 7 CFR 225.6 (h)(2)(v), the food service management company must have State or local health certification for the facility in which it proposes to prepare meals for the use in the Program. **The food service management company must provide a copy of the current certification to the Sponsor at the time of Proposal submission.** The FSMC must ensure that health and sanitation requirements are always met.

The FSMC must ensure that health and sanitation requirements are always met. In addition, the food service management company must ensure that meals are inspected periodically to determine bacteria levels present in the meals and that the bacteria levels found to be present in the meals conform to the standards set by local health authorities. The results of the inspections must be submitted promptly to the Sponsor and the Michigan Department of Education (MDE).

#### **H. Insurance Requirements**

The Contractor shall carry product casualty and liability insurance (theft, storm, and fire damage, general food safety and sanitation) on all food and supplies in the Contractor's custody or control, regardless of their location, in accordance with acceptable industry practices. The insurance carrier shall have a rating of A- or better as rated by the A.M. Best Company. The sponsoring organization or agency shall be an additional named insurance agency on the certificate of insurance all payments for losses shall be made payable jointly to the Contractor and the sponsoring organization or agency.

The successful bidder shall provide proof of insurance to the sponsoring organization within **ten working days** after receiving the official letter of notification. Coverage shall not lapse during the period of the contract. Contract extension will require proof of insurance for the period service is extended according to the contract or amendments made to the contract. Each item below must be covered in writing on the certificate of insurance.

- a. The policies must state "all risks," or "special causes of loss," or "broadest coverage available in the market place" and the dollar value limit.
- b. There must be a 30-day cancellation or non-renewal notice rather than ten. This notice must be directed to the sponsoring organization or agency.
- c. The certificate of insurance must remove the words "endeavor to" from the cancellation section to reflect a firm commitment toward issuing a written cancellation or non-renewal notice to the certificate holder.
- d. The food and supplies used for meeting the terms of the food service contract must be covered using one of the following acceptable terms: marine, cargo, inventory, contents, stock, or warehouse legal liability.

- e. The Sponsor shall be provided an endorsed/executed copy of the insurance policies that cover the food and supplies.

## **VI. Licenses, Fees and Taxes**

1. The FSMC and the Sponsor shall be responsible for obtaining and posting all licenses and permits as required by federal, state, and/or local law.
2. The FSMC shall comply with all SO building rules and regulations.

## **VII. Availability of Funds**

The Sponsor reserves the right to cancel this contract if the Federal funding to support the SFSP is withdrawn. It is further understood that, in the event of cancellation of the contract, the Sponsor shall be responsible for meals that have already been assembled and delivered in accordance with this contract.

## **VIII. Number of Meals and Delivery Times**

The Contractor must provide exactly the number of meals ordered. Counts of meals will be made by the Sponsor at all centers before meals are accepted. Damaged or incomplete meals will not be included when the number of delivered meals is determined.

## **IX. Emergencies**

In the event of unforeseen emergency circumstances, the Contractor shall immediately notify the Sponsor by telephone, **text or email to [tricia.blakesmith@detroitmi.gov](mailto:tricia.blakesmith@detroitmi.gov)** the following: (1) the impossibility of on-time delivery; (2) the circumstance(s) precluding delivery; (3) a statement of whether or not succeeding deliveries will be affected. NO payments will be made for deliveries made later than **1 hour** past the specified meal time.

Emergency circumstances at the center precluding the utilization of meals are the concern of the Sponsor. The Sponsor may cancel orders provided it gives the Contractor at least **48-hour** notice or less if mutually agreed upon between the Contractor and the Sponsor.

## **D. Termination**

- a. The Sponsor reserves the right to terminate this contract if the Contractor fails to comply with any of the requirements of this contract. The Sponsor shall notify the Contractor and Surety Company, if applicable, of specific

instances of non-compliance in writing. In circumstances where the Contractor has been notified of non-compliance issues with terms of the contract and has not taken appropriate action(s) within 48 hours to correct findings, the Sponsor shall have the right, upon written notice, to terminate the contract immediately. Further, the Contractor shall be liable for any damages incurred by the Sponsor. Before termination, the Sponsor shall contact the State agency concerning procedures for conducting a new procurement action. Prior to termination, the Sponsor shall contact the State agency concerning procedures for conducting a re-procurement action.

- b. The Sponsor may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this contract, if it is found by the Sponsor that gratuities in the form of entertainment, gifts or otherwise were offered or given by the Contractor to any officer or employee of the Sponsor with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending of the contract; provided that the existence of the facts upon which the Sponsor makes such findings shall be in issue and may be reviewed in any competent court.
- c. The Sponsor or the FSMC may terminate the contract with or without cause by giving sixty (60) days written notice, **except for the issues of non-compliance as stated in Section A. (1) above.**
- d. In the event this contract is terminated as provided in paragraph (b) hereof, the Sponsor shall be entitled (i) to pursue the same remedies against the Contractor as it could pursue in the event of a breach of contract by the Contractor, and (ii) as a penalty in addition to any other damages in an amount which shall not be less than three nor more than ten times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee.
- e. The rights and remedies of the Sponsor provided in this clause shall be not exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- f. Neither the Food Service Management Company nor the Sponsor shall be responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, fires, floods, acts of God, or for any acts not within the control of the FSMC or the SO, respectively, and which by the exercise of due diligence they were unable to prevent.

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## **E. Contract Terms**

1. The contract will be for one (1) term with up to four (4) renewal terms. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council, effective on October 1, 2023, and upon written approval of the contract by the Michigan Department of Education (MDE), whichever occurs last, and ending September 30, 2024. In no event shall the contract be effective without prior approval of MDE. Per 7 CFR 250.53 (a) (12), contract extensions or renewals are contingent upon the fulfillment of all contract provisions relating to USDA Foods.
2. The only rates that may be adjusted in subsequent years of this contract are the fixed price per meal for breakfast, lunch, and/or supper, (inclusive of 1% reduced or fat free white or flavored milk) contained within this contract. Before any fixed rate or fee increase can be implemented as part of a contract renewal agreement, the Contractor shall document to the Sponsoring Organization, through a written financial analysis, the need for such increases. Renegotiation of all fixed rates in subsequent years of the contract must not exceed the Consumer Price Index for Urban Consumers – Food Away from Home annualized rate for December of the current school year.
3. This solicitation/contract, the RFP proposal of the successful bidder, attachments, and mutually negotiated and MDE-approved addenda constitute the entire agreement between the Sponsor and the Food Service Management Company. Any additional documents resulting in a substantial change to the contract awarded by the Sponsor will not be executed by the Sponsor without prior MDE approval. No other contracts will be signed by the Sponsor.
4. All state agency-mandated changes to the terms of this contract or any amendment will be incorporated therein before the Sponsor executes any agreement between it and Food Service Management Company.

## **F. Sub-Contractors and Assignments**

The FSMC shall not subcontract for the total meal (with or without 1% fat free white milk), or for the assembly of the meal, and shall not assign this contract or any interest therein. [7 CFR 225.6(h) (2) (ii)]

## **G. Non-Performance by FSMC**

In the event of the FSMC's non-performance under this contract and/or the violation or breach of the contract terms, the SO shall have the right to pursue all

administrative, contractual, and legal remedies against the FSMC and shall have the right to seek all sanctions and penalties as may be appropriate.

## **VII. GENERAL PROVISIONS**

### **A. Equal Opportunity**

The FSMC shall comply with Title VI of the Civil Rights Act of 1963, as amended, USDA regulations implementing Title IX of the Education Amendments, and Section 504 of the Rehabilitation Act of 1973, and any additions or amendments.

### **B. Clean Air and Water**

If this contract is in excess of \$100,000, the Sponsor and FSMC shall comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act of 1970 (42 USC 1857), or the Federal Water Pollution Control Act (33 USC 1319), as amended.

### **C. Certifications**

1. The FSMC shall comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor regulations, 41 CFR, Part 60.
2. The FSMC shall comply with all applicable civil rights laws, as amended, which include but are not limited to: Title VI and Title VII of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; 7 CFR Parts 15, 15a, and 15b; the Americans with Disabilities Act; FNS Instruction 113-1, Civil Rights Compliance and Enforcement – Nutrition Programs and Activities; the Michigan Elliott-Larsen Civil Rights Act; and the Michigan Persons with Disabilities Civil Rights Act.
3. The FSMC shall comply with the Buy American provision for contracts that involve the purchase of food products with Federal funds, 7 CFR Part 250.23.
4. The FSMC shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy efficiency conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163).
5. Where applicable, Sponsor or Contractor shall take affirmative steps to ensure small and minority businesses are solicited whenever they are potential sources and to use the services and assistance of the Small Business Administration

and Minority Business Enterprise of the Department of Commerce as required (7 CFR 226.22(f)).

6. Where applicable to contracts in excess of \$2,500 that involve the employment of mechanics or laborers, the Sponsor and Contractor shall comply with section 103 of the Contract Work Hours and Safety Standards Act (40 USC 327 through 330).
7. The successful FSMC **has signed** the Certificate of Independent Price Determination, which was attached as an addendum to the FSMC's Proposal and which is incorporated herein by reference and made a part of this contract.
8. The successful FSMC **has signed** the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion, which was attached as an addendum to the Contractor's Proposal and which is incorporated herein by reference and made a part of this contract.
9. The successful FSMC **has signed** the Certification Regarding Clean Water and Air, which was attached as an addendum to the Contractor's Proposal and which is incorporated herein by reference and made a part of this contract.
10. The successful FSMC **has signed** the Certification Regarding Disclosure of Lobbying Activities, which was attached as an addendum to the Contractor's Proposal and which is incorporated herein by reference and made a part of this contract.

#### **D. Miscellaneous**

1. Except as otherwise expressly stated, this contract shall be construed as arising under the laws of the State of Michigan. Any action or proceeding arising out of this contract shall be heard in the appropriate courts within the State of Michigan.
2. The FSMC shall comply with the provisions of the Proposal specifications, which are hereby **in all respects made a part of this contract**.
3. No waiver of any default shall be construed to be or constitute a waiver of any subsequent claim.
4. Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail and that only materials (e.g., food, supplies, etc.) and workmanship of a quality that would normally be specified by the Sponsoring Organization are to be used.

5. Payments on any claim shall not preclude the Sponsoring Organization from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and Proposal specifications.
6. The Sponsor shall ensure the resolution of program review and audit findings.
7. This contract is subject to review and approval by the Michigan Department of Education.

## **8. TECHNICAL INFORMATION**

None

## **9. 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.

## **10. EVALUATION CRITERIA**

Technical Proposals will be evaluated before Cost Proposals are reviewed. NON-ECONOMIC DEVELOPMENT

### **1. Cost (45 points)**

- a. Bidder demonstrates most cost-effective method for delivery of services while maintaining **nutritional quality and integrity**.
- b. Financial capability to perform a contract of the scope required.



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## 2. Operational Plan (30 points)

- a. Adequacy of plant facilities for food preparation. Submit an approved license certification and latest inspection certificate that facilities meet all applicable State and local health, safety and sanitation standards with bid proposal.
- b. Ability to provide safe packaging of all units needing to remain at a temperature at 40 degrees Fahrenheit or below for cold meals and 135 degrees Fahrenheit or above for hot meals, without compromising the quality and attractiveness of the units.
- c. As a required part of the bid proposal, bidders provide a detailed plan of service. This plan must identify how the bidders will ensure **timely** delivery of meals (**including a sample delivery schedule to Sponsor sites**), **quality** of meals and their process for handling and resolving operational concerns with the Sponsoring Organization.
- d. Consideration shall be given to such matters as ease of ordering and tracking, paperless systems and otherwise eco-friendly infrastructures.
- e. Produce/products that are grown, produced, and or processed from local business or farmers that have a history of providing fresh quality goods will be considered.
- f. Evidence that bidder is registered by the State where the service is to be performed and is registered to deliver at least the number of meals estimated to be required under the contract.
- g. Other factors such as transportation capability, sanitation, and packaging. **Bidders must include photos of meals in packaging as examples.**

## 3. Experience (25 points)

- a. Previous experience of the bidder in performing series similar in nature and scope as outlined under the "**Respondent Performance History**" section.
- b. Bidders should have a minimum of **three (3) years** of experience in **satisfactorily** providing such services.

Bidders that do not satisfactorily meet the above criteria may be rejected as **non-responsive or not responsible** and not be considered for award.

*Maximum 100 points*

PHASE ONE CRITERIA – NON-ECONOMIC DEVELOPMENT 100 Points

*Maximum points for Phase One Criteria not to exceed one hundred (100) points.*

## 11. 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.

## **12. 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.

## **13. REQUIRED SUBMITTAL INFORMATION**

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

## **14. 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.

**15. 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.

**16. 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.

#### **17. 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.

#### **18. 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.)

**19. 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.

**20. 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.

**21. 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.

**22. PAYMENT**

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

**23. 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.

**24. 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.

**25. 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.**

**26. 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.

**27. BID DEPOSIT & PERFORMANCE BOND**

Proposers must submit a bid deposit valid for at least 120 (One Hundred Twenty) days, in the form of a bid bond in the amount of 10% of the bid for proposals totaling over \$150,000.00. 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 MUST BE SUBMITTED WITH THE PROPOSAL.

[http://www.fiscal.treasury.gov/fsreport\\_s/ref/suretyBnd/c570.htm](http://www.fiscal.treasury.gov/fsreport_s/ref/suretyBnd/c570.htm).

The successful respondent(s) must furnish a performance bond in the amount of **10%** of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award.

**28. 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.

**29. CONFIDENTIALITY OF PROPOSALS**

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

**30. 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.

**31. 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.

### **32. 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.



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## AGREEMENT PAGE

This bidder certifies that he/she shall operate per all applicable State and Federal laws and regulations.

This IFB solicitation/contract, attachments, and the Successful Bidder's bid Sheet and proposal addenda, if any, constitute the entire agreement between the Sponsor and FSMC. The parties shall not execute any additional contractual documents about this IFB, except as permitted by applicable law.

This Agreement shall be in effect for one year and may be renewed by mutual agreement for four (4) additional one-year periods.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their duly authorized representative on this day and year.

**ATTEST:**

**SPONSOR:**

\_\_\_\_\_  
Signature of Witness for Sponsor

\_\_\_\_\_  
Signature of Sponsor Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**ATTEST:**

**FOOD SERVICE MANAGEMENT COMPANY:**

\_\_\_\_\_  
Signature of Witness for FSMC

\_\_\_\_\_  
Signature of Company Representative

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

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