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The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide pest control services within the City of Detroit.

**1. MINIMUM QUALIFICATIONS**

Proposals will only be accepted from those firms demonstrating a minimum of five (5) 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's General Services Department (GSD) and Department of Transportation DDOT, are tasked with exterminating pests, maintaining buildings, City of Detroit (COD) vehicles, and surrounding COD areas. Services should create clean environments free of pests, menacing insects, and vermin using safe and proper methods in accordance with integrated pest management (IPM) requirements of the State of Michigan Pesticide Control Act and the Federal Insecticide, Fungicide and Rodenticide Act (FIFRA). Pest to be controlled includes Roaches, Rats, Mice, Ants, Gnats, Silverfish, Spiders and Bed Bugs. Other services should be available to address Bees, Wasps, Hornets, and live Small Animal trapping for a moderate cost.

*All services rendered will be performed on a scheduled or as needed basis.*

**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 Five years. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council. The City anticipates one award or 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

The Work shall include, but not limited to; the use of repellents near entrances, the use of attractants in conjunction with bait and traps, the use of insecticides, acaricides, rodenticides, avicides, and predacides. The pesticides agents and extermination methods shall not harm, discolor, corrode, or otherwise damage the structures. It is required that all insecticides, fluids, feeds, baits, etc., be non-flammable, non-injurious to fabrics, paints, paper, and all other goods and must not be irritating to human beings. Products with obnoxious odors will be avoided. Methods of control must comply with accepted industry and regulatory agency standards. The vendor shall use scent detection canines and other means to detect the presence of pests such as bedbugs. The vendor shall also use steam treatment and other methods to rid the area of such pests. Vendor should also have

Contractor will perform spraying and baiting in all areas of the buildings in all offices, closets, janitorial closets, kitchen, and rooms. Contractor will perform spraying and baiting for rodents, roaches, bed bugs and other vermin on the same day monthly throughout the agreement.

If pesticide treatment is to be applied to vehicles, then this service will be scheduled and occur upon request. An appointment will be made for the chosen vehicles, wherein at a minimum, an inspection will be conducted (possibly including a canine), the area will be prepared for treatment, the pesticide treatment will be applied, and necessary cleanup shall occur afterwards.

Note: The Contractor shall provide and submit all Material Safety Data Sheets (MSDS) to the Departments Safety Division of the pesticide agents being used on the Departments properties.

With each application, the Contractor shall obtain the signature of an on-site COD's Supervisor on the service ticket. The Service Ticket shall indicate the:

- site and location/building serviced
- name and concentration of the pesticide applied
- amount of pesticide applied
- target pest or purpose
- date the pesticide was applied
- method of application

A copy of the Service Ticket shall be left with the COD Supervisor and also one submitted with the monthly invoice for service.

In addition to servicing all locations at least weekly (DDOT) and monthly (GSD), the Contractor shall respond to service calls within 24 hours, when scheduled maintenance methods are inadequate, at no additional charge to the City. The vendor shall also be available for emergency service even after normal business hours. The City may elect to terminate the contract award if, in the opinion of the Department, the services are inadequate and the Contractor fails to correct the situation, to the satisfaction of the Department, within 10 calendar days of written notification.

GENERAL REQUIREMENTS

- Furnish all labor, equipment, and materials or even canine animals to provide the pest control services that are required. All certification and training documentation, including canine certification, shall be included in the bid proposal and will be part of the evaluation process (ie: Canines used shall be certified and maintain certification with the National Entomology Scent Detection Canine Association- NESDCA).
- Provide the necessary personnel and equipment (including animals) that is adequate to meet the maintenance schedules and perform quality of work as desired by the City of Detroit’s Department of Transportation and General Services Division. Capacity to perform service will be a factor in award of this contract.
- Shall be licensed by the State of Michigan Agriculture Department, and shall employ certified applicators. The Contractor shall be a licensed commercial pesticide applicator and must be over the age of 18 years old. Registered technicians must be accompanied by a certified applicator.
- Shall have experience eliminating bedbugs and also at least three (3) years’ experience as an active commercial pesticide applicator and shall include at least three (3) references with their bid. The references should also include sites where Canine detection was used for Bed Bug treatment.
- While on the premises performing services, the Contractor shall maintain each Site of the Department in a safe, clean, litter free, and sanitary condition. The Contractor shall submit employee's names, vehicle descriptions and license plate numbers to the City of Detroit’s Department of Transportation before starting work.
- Shall limit the number of service vehicles to one (1) car and or light duty truck in a Site, and shall park said vehicles in the Department’s designated parking area as not to interfere with City vehicle traffic.
- Shall maintain insurance and bonding as required by the Office of Contracting and Procurement. All work and materials shall be in conformance with Federal, Stated, County, and local laws and regulations.
- Past performance and experience may be factors in making the award.

*Complete in entirety:*

| COMPANY | ADDRESS | PHONE NO. | CONTACT |
|---------|---------|-----------|---------|
| 1.      | _____   | _____     | _____   |
| 2.      | _____   | _____     | _____   |
| 3.      | _____   | _____     | _____   |

We have been engaged in comparable services for a period of \_\_\_\_\_ years.

**8. TECHNICAL INFORMATION**  
PRODUCT QUALITY ASSURANCE

The following products will be used to control, repel or eliminate pests.

1. Insecticides
  - a. Product name: \_\_\_\_\_
  - b. Contains the following ingredient: \_\_\_\_\_
  - c. Used to control/repel/kill: \_\_\_\_\_
2. Acaricides
  - a. Product name: \_\_\_\_\_
  - b. Contains the following ingredient: \_\_\_\_\_
  - c. Used to control/repel/kill: \_\_\_\_\_
3. Rodenticides
  - a. Product name: \_\_\_\_\_
  - b. Contains the following ingredient: \_\_\_\_\_
  - c. Used to control/repel/kill: \_\_\_\_\_
4. Avicides
  - a. Product name: \_\_\_\_\_
  - b. Contains the following ingredient: \_\_\_\_\_
  - c. Used to control/repel/kill: \_\_\_\_\_
5. Predicides
  - a. Product name: \_\_\_\_\_
  - b. Contains the following ingredient: \_\_\_\_\_
  - c. Used to control/repel/kill: \_\_\_\_\_

***\*If using more than one type of product, please attach information using the format used above:***

6. Treatment for Bed Bugs

Do your organization utilize certified canines? Yes No

How many certified canines do your firm own/employ? \_\_\_\_\_

Please provide the certification for each canine by including it with your bid response.

In addition to canine detection, what method do you use for bed bug treatment? Please describe and indicate chemicals (if any used).

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**A. DDOT SITE LOCATIONS**

1. Rosa Parks Transit Center: 360 Michigan Ave.
  - Structure includes three floors six lavatories and multiple bus waiting areas
2. State Fair Transit Center: Located at 1121 W. Eight (8) Mile
  - 23,000 sq. ft. transit and future tenant spaces (office, restrooms (public and private)) and public waiting areas.

3. Gilbert Terminal: Located at 5600 Wabash-All Buildings on facility

- Guard Shanty
- Yard Shanty
- Terminal Building
- Fuel Bays
- Service Garage
- Coach Storage Bays
- Fare Box House
- Boiler Building
- Garage Building
- Box House

5. Shoemaker Terminal: Located at 5149 Sl. Jean-All Buildings on facility

- Guard Shanty
- Yard Shanty
- Terminal Building
- Fuel Bays
- Coach Storage Bays
- VMD Training Center
- Fare Box House
- Garage Building
- Rehab Building
- Alternative Fuel Building
- New Storage Bays
- Any future building at Shoemaker Site

6. Central Shops: Located at 1301 E. Warren and includes:

- Central Stores located at 5025 Russell

Each building above is included in the contract and is comprised of the following areas:

- Administration Building Offices
- Shop Areas
- Storage Areas
- All Floors, etc.

7. DDOT owned Vehicles:

- 292 Revenue vehicles
- Transit Buses (44 passenger)
- Large and small SUVs
- Service Trucks
- Coupe (non-revenue) Vehicles

All materials, chemicals, etc. shall be included in the cost above. \*After hours includes 5PM-8AM Monday through Friday including weekends.

**A. GSD LOCATIONS**

|                  | <b>Address</b>                     | <b>Department</b> | <b>Frequency</b> |
|------------------|------------------------------------|-------------------|------------------|
| <b>ELECTIONS</b> |                                    |                   |                  |
| 1.               | 2978 W. Grand Blvd, 56,000 sq. ft. | Elections         | Monthly          |
| <b>FIRE</b>      |                                    |                   |                  |
| 2.               | 111 W. Moncalm, 8,160 sq. ft.      | Fire              | Monthly          |
| 3.               | 433 W. Alexandrine                 | Fire              | Monthly          |
| 4.               | 3050 Russell, 11,000 sq. ft.       | Fire              | Monthly          |
| 5.               | 3396 Vinewood                      | Fire              | Monthly          |
| 6.               | 6100 Second Blvd., 6,400 sq. ft.   | Fire              | Monthly          |
| 7.               | 3812 Mt. Elliott, 6,500 sq. ft.    | Fire              | Monthly          |
| 8.               | City Airport                       | Fire              | Monthly          |
| 9.               | 10325 Linwood, 8,000 sq.ft.        | Fire              | Monthly          |
| 10.              | 1818 E. Grand Blvd., 4,800 sq. ft. | Fire              | Monthly          |
| 11.              | 2200 Crane, 4,500 sq. ft.          | Fire              | Monthly          |
| 12.              | 4700 Fort St., 47,000 sq.ft.       | Fire              | Monthly          |
| 13.              | 7600 W. Jefferson, 4,800 sq. ft.   | Fire              | Monthly          |
| 14.              | 16543 Meyers Rd., 6,500 sq. ft.    | Fire              | Monthly          |
| 15.              | 1697 W. Grand Blvd., 6,800 sq. ft. | Fire              | Monthly          |
| 16.              | 11740 E. Jefferson, 6,500 sq. ft.  | Fire              | Monthly          |
| 17.              | 1041 Lawndale, 5,800 sq. ft.       | Fire              | Monthly          |
| 18.              | 6535 Livernois, 3,000 sq. ft.      | Fire              | Monthly          |
| 19.              | 111 Kenilworth                     | Fire              | Monthly          |
| 20.              | 2820 Central, 4,000 sq. ft.        | Fire              | Monthly          |
| 21.              | 1113 Coplin, 6,500 sq. ft.         | Fire              | Monthly          |
| 22.              | 8700 14Th Street, 18,000 sq. ft.   | Fire              | Monthly          |
| 23.              | 13939 Dexter, 22,000 sq. ft.       | Fire              | Monthly          |
| 24.              | 5000 Rohns, 4,000 sq. ft.          | Fire              | Monthly          |

|               | <b>Address</b>                      | <b>Department</b>  | <b>Frequency</b> |
|---------------|-------------------------------------|--------------------|------------------|
| 25.           | 6324 W. Chicago, 7,100 sq. ft.      | Fire               | Monthly          |
| 26.           | 35 W. Seven Mile, 6,100 sq. ft.     | Fire               | Monthly          |
| 27.           | 10101 Knodell                       | Fire               | Monthly          |
| 28.           | 17475 Mt. Elliott, 8,000 sq. ft.    | Fire               | Monthly          |
| 29.           | 2300 S. Fort, 10,000 sq. ft.        | Fire               | Monthly          |
| 30.           | 12985 Houston, 13,000 sq. ft.       | Fire               | Monthly          |
| 31.           | 18236 Livernois, 6,500 sq. ft.      | Fire               | Monthly          |
| 32.           | 5029 Manistique, 8,200 sq. ft.      | Fire               | Monthly          |
| 33.           | 15127 Greenfield, 6,800 sq. ft.     | Fire               | Monthly          |
| 34.           | 16825 Trinity, 7,700 sq. ft.        | Fire               | Monthly          |
| 35.           | 18140 Joy Road, 9,100 sq. ft.       | Fire               | Monthly          |
| 36.           | 18601 Ryan Road, 4,800 sq. ft.      | Fire               | Monthly          |
| 37.           | 13960 Burt Road, 3,000 sq. ft.      | Fire               | Monthly          |
| 38.           | 10801 Whittier, 5,000 sq. ft.       | Fire               | Monthly          |
| 39.           | 17800 Curtis, 7,250 sq. ft.         | Fire               | Monthly          |
| 40.           | 19701 Hoover, 6,000 sq. ft.         | Fire               | Monthly          |
| 41.           | 3737 E. Lafayette, 18,000 sq. ft.   | Fire               | Monthly          |
| 42.           | 10700 Shoemaker,                    | Fire               | Monthly          |
| 43.           | 6830 McGraw, 4,200 sq. ft.          | Fire               | Monthly          |
| 44.           | 2775 W. Warren, 21,800 sq. ft.      | Fire               | Monthly          |
| 45.           | Foot of Grand Blvd./Fire Boat       | Fire               | Monthly          |
| 46.           | 900 Merrill Plaisance               | Fire               | Monthly          |
| <b>POLICE</b> |                                     |                    |                  |
| 47.           | 4700 W. Fort Street, 40,000 sq. ft. | Southwest District | Monthly          |
| 48.           | 13530 Lesure                        | Shaffer Station    | Monthly          |
| 49.           | 11187 Gratiot, 30,000 sq. ft.       | Eastern District   | Monthly          |
| 50.           | 5100 Nevada, 35,000 sq. ft.         | Northeast District | Monthly          |



|                        | <b>Address</b>                     | <b>Department</b>                                 | <b>Frequency</b> |
|------------------------|------------------------------------|---------------------------------------------------|------------------|
| 51.                    | 4747 Woodward                      | Central District                                  | Monthly          |
| 52.                    | 11450 Warwick, 28,000 sq. ft.      | Northwest District                                | Monthly          |
| 53.                    | 1441 W. Seven Mile, 33,000 sq. ft. | Western District                                  | Monthly          |
| 54.                    | 11631 Mt. Elliott, 1,500 sq. ft.   | Eastern Operation                                 | Monthly          |
| 55.                    | 13333 Lyndon                       | Fleet Control                                     | Monthly          |
| 56.                    | 13331 Lyndon                       | Emergency Communications                          | Monthly          |
| 57.                    | 5671 Trumbull                      | Metro Division                                    | Monthly          |
| 58.                    | 8841 Spinoza, 7,800 sq. ft.        | Pistol Range                                      | Monthly          |
| 59.                    | 14655 Dexter                       | Personnel Bldg.                                   | Monthly          |
| 60.                    | 20 Atwater, 10,000 sq. ft.         | Special Events                                    | Monthly          |
| 61.                    | 13331 Lyndon                       | Lyndon Radio                                      | Monthly          |
| 62.                    | 11625 Dexter                       | Mini Station                                      | Monthly          |
| 63.                    | 12000 Livernois, 20,000 sq. ft.    | Special Crimes                                    | Monthly          |
| 64.                    | 3511 W. Jefferson                  | Animal Control and Care, Basement and Upper Level | Monthly          |
| 65.                    | 17825 Sherwood, 150,000 sq. ft.    | Training Center                                   | Monthly          |
| 66.                    | 7800 Dix                           | Schaeffer Station                                 | Monthly          |
| 67.                    | 2600 Brush                         | Crime Lab                                         | Monthly          |
| <b>PUBLIC LIGHTING</b> |                                    |                                                   |                  |
| 68.                    | Michigan @ Third, 18,266 sq. ft.   | Witkowski Control Center                          | Monthly          |
| <b>DPW</b>             |                                    |                                                   |                  |
| 69.                    | 2625 Fenkell Ave – 1 Bldg          | Traffic Sign Shop Facility                        | Monthly          |
| 70.                    | 8221 W. Davison – 3 Bldgs.         | Davison Yard Facility                             | Monthly          |
| 71.                    | 2633 W. Michigan Ave. – 7 Bldgs.,  | *Street Maintenance Facility                      | Monthly          |
| 72.                    | 12255 Southfield Road – 5 Bldgs.   | *Southfield Yard Facility                         | Monthly          |
| 73.                    | 12125 Southfield Road – 1 Bldg.    | *Building Operations/Maintenance                  | Monthly          |
| 74.                    | 12125 Southfield Road – 1 Bldg.    | *Container Services Facility                      | Monthly          |

|                   | <b>Address</b>                          | <b>Department</b>       | <b>Frequency</b> |
|-------------------|-----------------------------------------|-------------------------|------------------|
| 75.               | 5800 Russell Street – 5 Bldgs.          | *Russell-Ferry Facility | Monthly          |
| <b>RECREATION</b> |                                         |                         |                  |
| 76.               | 10500 Lyndon, 77,737 sq. ft.            | Adams Butzel            | Monthly          |
| 77.               | 2751 Robert Bradley Dr., 38,920 sq. ft. | C. A. Young Rec. Ctr.   | Monthly          |
| 78.               | 5650 Conner,                            | Chandler Park Office    | Monthly          |
| 79.               | 2631 Bagley, 17,472 sq. ft.             | Clemente Rec. Ctr.      | Monthly          |
| 80.               | 16630 Lahser, 15,941 sq. ft.            | Crowell Rec Ctr.        | Monthly          |
| 81.               | 6333 Huber, 400,000 sq. ft.             | Equipment Repair Shop   | Monthly          |
| 82.               | 2781 E. Outer Dr., 24,000 sq. ft.       | Farwell Rec. Ctr.       | Monthly          |
| 83.               | 19601 Crusade, 36,000 sq. ft.           | Heilmann Rec. Ctr.      | Monthly          |
| 84.               | 2260 S. Fort St., 16,395 sq. ft.        | Kemeny Rec. Ctr.        | Monthly          |
| 85.               | 13200 Fenelon, 17,680 sq. ft.           | Lasky Rec. Ctr.         | Monthly          |
| 86.               | 900 Merrill Plaisance, 50,000 sq. ft.   | North Dist              | Monthly          |
| 87.               | 2301 Woodmere, 44,000 sq. ft.           | Patton Rec. Ctr.        | Monthly          |
| 88.               | 8431 Rosa Parks, 48,548 sq. ft.         | Williams Rec. Ctr.      | Monthly          |
| 89.               | 5031 Grandy, 79,000 sq. ft.             | Grandy Warehouse        | Monthly          |

**EXTERMINATION SERVICES SCHEDULED REQUIREMENTS**

1. Provide services twice each month with at least two-week intervals between scheduled applications at each site. The City of Detroit requires bi-weekly treatment of insecticide spray, rat trap placement/disposal (bait blocks). Additionally, DDOT requires bed bug treatment that incorporates canine detection and steam treatment.
2. Perform all scheduled work on Monday through Friday between the hours of 8:00 A.M. and 5:00 P.M. perform all service call activity at times requested by the Department. Work may also be performed between the hours of 5:00P.M. and 8:00 A.M. or work may also occur on Saturday and Sundays.
3. The Contractor shall contact the Plant Maintenance and Construction Division at (313) 833-3000 (for DDOT locations) and (313) 648-2951 (for GSD locations) prior to servicing a location to allow a Department Representative to inspect the services performed.

All work will be subject to inspection and shall be performed monthly to the satisfaction of the City of Detroit’s Building Maintenance Operations/Plant Maintenance Supervisor or designated representative.

4. The Contractor shall forward a copy of each service ticket within three (3) days following each application to the Plant Maintenance and Construction Division at 5300 Chrysler Service Drive, Detroit, Michigan 48211 (or facsimile to 313-833-1666) for DDOT locations and to 8221 West Davison Detroit Michigan 48238 at (313) 648-2951 for GSD locations.

5. Prepare monthly invoices for service. Indicate:

- Contractor name
- address
- telephone number
- Purchase Order Number
- invoice number
- service period
- sites serviced
- state
- license number
- amount due

Attach copies of service tickets for the invoice service period. Submit invoices to D-DOT Accounting Division at 1301 E. Warren, Detroit, Michigan, 48207 for DDOT locations and City of Detroit Accounts Payable Division, CAYMC, 2 Woodward Avenue, Room 803, Detroit, MI 48207 for GSD locations.

Bidders may arrange site inspection by contacting the D-DOT Plant Maintenance and Construction Division at 313-833-3000, Monday through Friday, between the hours of 8:00 A.M and 4:00 P.M for DDOT locations and Edward Porche at (313) 628-0910 for GSD locations.

All materials, chemicals, etc. shall be included in the cost proposal submitted. \*After hours includes 5PM-8AM Monday through Friday including

## **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



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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*

**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 (*OPTIONAL*)**

*N/A*

**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**

32.01 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.

32.02 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.

32.03 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.

- 32.04 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.
- 32.05 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.
- 32.06 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.
- 32.07 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.