

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

**REQUEST FOR QUOTE 185087
DDOT Bus Paint Supplies**

Buyer: Ayesha Harris

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	August 22,2024
QUESTIONS DUE	September 2,2024 12:00pm EST on or before All questions must be submitted online in the Supplier Portal
PRE-BID CONFERENCE	N/A
ANSWERS DISTRIBUTED	24 hours to 48 hours
QUOTES DUE DATE *	September 5 ,2024 @ 4:00pm EST In the Supplier Portal as specified in this RFQ.

* Quotes must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed quotes will not be accepted. Respondents must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database www.detroitmi.gov/supplier. Instructions may be found on the City of Detroit website which includes tutorials on how to register. If you have any questions, please send an email to procurementinthecloud@detroitmi.gov or call (313) 24-4600.

E-Procurement Open Assistance Sessions

Learning How to Navigate Oracle

To join E-Procurement experts for Oracle demonstrations and Q&A pick one of the time slots

Virtual Learning Session (30 min. each)	Day & Time Option 1	Day & Time Option 2
Supplier Registration	<u>Mondays, 10:30 AM</u>	<u>Thursdays, 1:00 PM</u>
Supplier Profile Updates	<u>Mondays, 11:30 AM</u>	<u>Thursdays, 1:30 PM</u>
Responding to Bids	<u>Mondays, 9:30 AM</u>	<u>Fridays, 9:30 AM</u>
Invoicing	<u>Tuesdays, 1:30 PM</u>	<u>Fridays, 11:30 AM</u>
Online Office Hours (General)	<u>Tuesdays, 3:00 PM</u>	<u>Wednesdays, 9:30 AM</u>

Have additional Supplier Portal questions? Schedule a phone call with our E-Procurement Specialist here - [Supplier Portal Support Questions](#)

1. **PROJECT REQUEST**

The City of Detroit Office of Contracting and Procurement (OCP) requests for quotes from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFQ to provide paint, primers, sanding supplies, removers, buckets, painters masking tape, masking paper, and other types of equipment for painting transit buses.

2. **AWARD CLAUSE INCLUDING RENEWAL OPTIONS**

If a contract is awarded as a result of this RFQ, it will be a City of Detroit **Contract Purchase Agreement**. **The term of the contract will be for three (3) years.** Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. **The City anticipates one or multiple awards as a result of the RFQ.**

3. **STATEMENT OF WORK**

The vendors shall provide DDOT with: Various paint types in a variety of sizes. Paint equipment may also be considered including spray gun supplies, sandpaper, body cosmetic tools, among others. Delivery services for the items purchased, unless stated otherwise will ship to: DDOT, Central Stores Warehouse, 5025 Russell Ave, Detroit, MI 48207.

4. **OPERATIONAL INFORMATION**

Awarded Contractor(s) will work closely with City agency staff.

The Respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

5. **MINIMUM QUALIFICATIONS**

Bidders must have a minimum of five (5) years of experience providing temporary boarding platforms at the same, or similar, scope as described here within the attached document titled **Scope of Work**.

- Be adequately equipped to supply all the paint and painting supplies requested by DDOT.
- Able to utilize the manufacturer's warranty, rebates, or other warranties before billing DDOT for any work involving warranty.
- Must have an inventory of sufficient size and quantities to provide the necessary paint and supplies in allowable time - as specified by DDOT.
- Be located within a 25-mile radius of DDOT Central Warehouse.
- Be a supplier in good standing with the City of Detroit, and regularly engaged in providing items and services around the Metro Detroit area.
- Be an authorized agent and or distributor licensed to provide items as specified herein.
- Past performance and experience may be factors affecting the award.

6. **OPERATIONAL INFORMATION**

Awarded Contractor(s) will work closely with City agency staff.

The Respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

7. QUESTION DEADLINE

All questions regarding the RFQ shall be submitted through the Supplier Portal no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted within the Supplier Portal. The City of Detroit does not guarantee a response to questions not submitted after the question deadline.

Should a Respondent be in doubt as to the true meaning of any portion of this RFQ or find any patent ambiguity, inconsistency, or omission herein, the Respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFQ.

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

Respondents requesting changes to the RFQs terms and conditions, specifications, quantities, etc.; or if clarifications are needed, must make the request in writing by the stated bid submission deadline.

8. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all quotes received;
- 2) waive any non-conformity;
- 3) re-advertise for quotes;
- 4) withhold the award for any reason the City determines;
- 5) cancel and/or postpone the request for quotes, in part or in its entirety, and/or,
- 6) take any other appropriate action that is in the best interest of the City.

This RFQ does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a quotes under this request, or to procure or contract for services.

9. PROTESTS

Protests can be filed with the Office of Procurement. Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest to the following:

**City of Detroit Chief Procurement Officer
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
“Procurement Protest”**

At a minimum, such protests shall include:

- 1) name of protestor.
- 2) solicitation/contract number and description; and
- 3) statement of grounds for protest (reference specific text in the solicitation, bid or contract document that is at issue).

The decision of the Chief Procurement Officer and/or the Department Director are final and is not subject to appeal.

10. BID BOND, PAYMENT & PERFORMANCE BOND (Construction)

The successful respondent(s) must furnish a bid bond of 5% of the bid amount and payment and performance bond in the amount of 25% or 100% of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award. See Attached Bond Form(s) for requirements.

11. INVOICES

Vendors must be registered in City of Detroit Vendor Portal and be a registered vendor with the City of Detroit to submit invoices and receive payments. Go to <http://www.detroitmi.gov/Supplier> to register.

AUTHORIZATION TO COMMENCE WORK OR SHIP GOODS – READ CAREFULLY!!!

Contractors may begin work or ship goods upon receipt of the required authorization, which is the CPA (Contract Purchase Agreement), in addition to *SPO (Standard Purchase Order)*, from Procurement.

*The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued. **Work commencing without issuance of the SPO is subject to Payment Delays and/or Non-Payment! ***

Required vendor steps to invoice:

- 1) Invoices should NOT be uploaded until the Contractor receives confirmation of review and approval from the City of Detroit.
- 2) Vendors should submit their invoices via City of Detroit Vendor Portal. Portal invoice amount and creation date must match the date on attached invoice. Please follow the below invoice requirements:

Invoice MUST contain or have as attachment:

- Vendor Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection)
- City of Detroit contact (person who authorized work to commence)
- Invoice Date
- Date of service/delivery
- Contract number
- Purchase order number
- Total Invoice amount

Other invoice requirements:

- Invoice must be billed based on Purchase Order rates
- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal

Terms are standard NET 30 Days, unless otherwise negotiated, and start from the invoice receipt date, provided that the invoice is submitted timely to our AP department with the necessary supporting documentation.

If you need assistance, please contact the Office of Departmental Financial Services (ODFS) 313-410-7804.

12. PREVIOUS EXPERIENCE

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

13. MISCELLANEOUS

It shall be the responsibility of the Respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time to time be changed in writing.

Contractors are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at www.detroitatwork.com for specific contact information regarding these opportunities.

14. GENERAL CONDITIONS:

1. GENERAL CONDITIONS

It is the responsibility of the Bidder to review General Conditions. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All changes made to the bid form altering, price, terms, quote and/or conditions. MUST be crossed out and initialed. Failure to initial any changes will be grounds for rejection of your bid. CORRECTION FLUID IS NOT ACCEPTABLE.

2. LOCAL PREFERENCE CONDITIONS

It is the responsibility of the Bidder to review the Local Preference Conditions attached to this bid and comply with all requirements therein.

3. MINOR DEVIATIONS

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations will be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

4. RENEWAL

The proposed agreement may be renewed per contract terms. Both parties must agree to an extension under the same terms and conditions as exist in the then current contract.

5. AWARD (multiple)

Multiple Awards will be made on a low bid basis, as determined by the City of Detroit based on contractor's ability and equipment as described in the specification. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award. The City of Detroit reserves the right to limit the amount of the award per contractor.

6. TERMINATION OF CONTRACT

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

7. PRICE

Discount from price list is FIRM. Price list is subject to adjustment to superseding published price list(s) and/or supplement(s). The City of Detroit must be notified in advance before any price increase becomes effective.

If, during the period of this contract, the parties cannot mutually agree on the extent of any change in the market price, the City of Detroit reserves the right to terminate the contract without prejudice.

8. **SAMPLES**

Bidders offering other than the referenced brand(s) **must submit, with their bid**, and at no cost to the City of Detroit, three samples of the item(s) quoted. Failure to submit samples with bid may be grounds for rejection. **Samples shall be properly marked with vendor's name and item numbers.** Submitted samples WILL become the property of the City of Detroit, and will not be returned unless otherwise specified.

9. **OPTIONAL ITEMS**

The following items are to be offered as optional items, not to be included in the total bid price. The City of Detroit shall have the option of adding desired quantities of these items to the purchase order. The bidder shall list the model number and price for each listed item. In the event a single device is capable of satisfying two (2) or more features required, the bidder shall so state, giving details.

10. **ORDER QUANTITIES**

Actual quantities ordered will be contingent on funds available at time of purchase. The City of Detroit reserves the right to reduce quantities if price quoted exceeds budgetary limitations or to increase quantities if funds are available.

11. **F.O.B.**

Goods are to be F.O.B. delivered to location(s) within the City of Detroit and other specified locations as indicated.

12. **DELIVERY**

Is desired within 2 to 3 days from receipt of Purchase Order or Stores Release.

() We can meet the above delivery

() We cannot meet the above delivery schedule but offer the following:

The City of Detroit reserves the right to reject low bids offering unsatisfactory delivery. For all deliveries to agencies within the City-County Building, it shall be the vendor's or contractor's responsibility to transport the items from the dock area up to the individual locations.

13. **ITEMS FOR EVALUATION**

For bids based on a discount from Published Price List, quantities listed on the attached sheet entitled "ITEMS FOR EVALUATION" will be used for determining award of contract only and are not guaranteed. These items are not to be considered as the only items to be purchased. Evaluation will be made in the Office of Contracting and Procurement by multiplying the quantity indicated in this bid form for each item by the Catalog Price less Discount. Enter the gross price of the items for evaluation. City of Detroit will compute net price. **DO NOT QUOTE PRICES FOR ITEMS NOT LISTED OR REQUESTED IN BID.**

14. **INSURANCE (use the insurance matrix related to your commodity)**

The successful bidder must furnish Property Damage Insurance in the sum of \$100,000.00, Commercial General Liability (Bodily Injury) insurance in the sum of \$300,000.00 minimum, or contractor's standard policy, if equal or exceeding limits, and Workmen's Compensation; City of Detroit shall be named as additionally insured on Commercial General Liability Insurance Policies.

15. CONTRACT ACCEPTANCE

The successful bidder shall be notified of the execution of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order. The "Contract Award Notice" shall contain the date the contract award was approved.

The signed, accepted bid of the successful bidder will be the contract between the bidder and the City of Detroit, containing the full description of all contractual terms and conditions. A copy of your signed bid will not be mailed to you. Each bidder shall keep a copy of his/her signed bid form for future reference.

16. INSURANCE

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

- 16.01.1 Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee. For Federal and State Funded Training Programs and etc., is required to secure insurance for worker's compensation for all of its participants and The City of Detroit should also be listed as an additional insured.
- 16.01.2 Commercial General Liability insurance with a combined single limits of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
- 16.01.3 Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
- 16.02 If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the contractor's expense, under valid and enforceable policies.
- 16.03 All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the City as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Finance Department, Office of Contracting and Procurement, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

17. BID WITHDRAWAL

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

This paragraph supersedes paragraph 14 of the General Conditions.

18. PRICE

DISCOUNTS FROM PRICE LIST ARE FIRM. Prices are SUBJECT TO ADJUSTMENT in accordance with manufacturer's superseding published price lists and supplements. Such changes must be requested and must be substantiated by manufacturer's printed price list, received in the Office of Contracting and Procurement no later than ten (10) days after the effective date of the price change. If the request and superseding price lists are received beyond 10 days of the effective date shown on the price list, such change shall be effective 10 days prior to change and receipt of superseding lists.

If during the period of this contract, the parties cannot mutually agree on the extent of any change in the price lists, the City of Detroit reserves the right to terminate the contract without prejudice.

19. EQUALIZATION FACTOR

In accordance with Ordinance No. 15-00, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm.

The firm making the lowest bid thus evaluated shall be deemed the lowest bidder.

Vendors who wish to receive Equalization credit for bids submitted must fill out the attached Equalization Eligibility Form and return it with their bid document along with any supporting documentation required to substantiate eligibility. The Equalization Eligibility Form and supporting documentation must be submitted with each and every bid response submitted by the vendor. Failure to return the Equalization Eligibility Form and/or Affidavit along with required documentation will result in equalization credit not being applied to your bid.

20. CLEANLINESS OF THE WORK AND STREETS

The work itself, and all property used therewith, shall be kept in a neat and orderly condition at all times. Excess waste and rejected materials, rubbish and debris shall not be allowed to accumulate. Construction equipment, and excess materials shall be promptly removed from site when no longer needed for the progress of the work. Upon completion of the work, the contractor shall restore the site to original condition.

21. EXPERIENCE AND REFERENCES

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

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

Company	Address	Phone Number	Contact Name

22. **DETROIT EQUALIZATION FACTOR**

DOES NOT APPLY in accordance with Federal Transit Administration regulation (FTA C4220.1d) prohibiting the use of statutorily or administratively imposed in state or local geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage preference. This does not pre-empt State of Michigan licensing laws.

23. **CONTAINER.** Packing, reels, etc., if chargeable, must be shown as separate items. Return freight must be paid by bidder.

PRICE SHEET PRICING: The price bid shall be all inclusive which means that all related expenses, including labor, travel, mileage, deliverables, tools, materials, equipment, supplies, etc. shall be factored into the unit Contractors responsibility and will not be reimbursed or paid for by the City of Detroit.

Line	Part No.	Description	UOM	Price	Estimated Quantity	Extend Price
1	735085-EX WHITE	PAINT, WHITE DEL FLEET 3/4 GAL	EA	\$	48	\$
2	USC 24030/PAINT PRIDE	FILLER, FIBERGLASS REINFORCED	EA		50	
3	8011798	TAPE,3M, SCOTCH 2" GREEN MASKING	EA		300	
4	ESH 200	HARDNER, SINGLE STAGE	EA		126	
5	ESX 500	ACTIVATOR, FAST	EA		126	
6	ESSS900	PAINT, ESSENTIAL BLACK	EA		60	
7	PM-5402	FILTER, INTAKE IF20-20X20X1	EA		288	
8	PM-5403	FILTR, EXHAUST #EF20 20X20X1	EA		300	
9	DEV190831	DAD 1 DESICCANT	EA		6	
10	DEV190763	HAF8 PLASTIC BOWL	EA		10	
11	DEV190845	HAF28 COALESCING FILTER ELEMENT	EA		15	
12	PSE 03881	FILLER, BODY PLASTIC BONDO ONE	EA		24	
13	FIB370	KIT, FIBERGLASS REPAIR	EA		12	
14	FIB499	RESIN, FIBERGLASS	EA		12	
15	ESH200	HARDNER, DCC	EA		6	
16	ESU460	PRIMER, 4.6EPOXY	EA		10	
17	ESU469	PRIMER, 4.6EPOXY HARDENER	EA		15	
18	2185	ENAMEL, WHITE DURETHANE	EA		40	
19	DU-9000	ENAMEL,BLACK DURETHANE	EA		10	
20	DU-49000	ENAMEL,GREEN DURETHANE	EA		15	

21	ESSSB.911495 ESS	PAINT, ESSENTIAL LIGHT GREEN	EA		24	
22	DT-870	REDUCER, URETHANE DT870-PPG	EA		8	
23	801590	PAINT RESPIRATOR	EA		36	
24	051131-07183	DUST RESPIRATOR 3M	EA		24	
25	DOX-252	2 QUART MIXING PITCHER	EA		50	
					TOTAL PRICE	

DELIVERY & CUSTOMER SERVICE

Provide your average on-time delivery time:

Describe your approach to handling emergency orders and/or service. Your description may include, but is not limited to, response time, breadth of service coverage, and service level.
