



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

RFP NO. 184714

**Rider No. 1 2024-2025 Child and Adult Food Care Program and Summer Food Services
Program**

Buyer: Bianca Washington

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	July 13, 2024
PRE-PROPOSAL CONFERENCE	July 31, 2024 at 2:00 p.m. (Eastern Daylight Time) Location: Virtual Pre-Proposal Meeting
Microsoft Teams Need help? , Join the meeting now , Meeting ID: 245 518 998 998, Passcode: zZnnLn, Dial in by phone, +1 469-998-6602,,903244561# United States, Dallas, Find a local number , Phone conference ID: 903 244 561#	
QUESTIONS	Questions due August 7, 2024 at 5:00 p.m. (Eastern Daylight Time) All questions must be submitted online in the Oracle Supplier Portal as indicated in Section 3.3 of this RFP.
ANSWERS DISTRIBUTED	Via Messages in the Oracle Supplier Portal
PROPOSAL DUE DATE *	August 22, 2024, at 4:00 p.m. (Eastern Daylight Time) In the Oracle Supplier Portal as specified in Section 4.5 of this RFP.
PROPOSALS PUBLIC OPENING AND READING	August 23, 2024 at 11:00 a.m. (Eastern Daylight Time) Location: Virtual Pre-Proposal Meeting
Microsoft Teams meeting Join on your computer, mobile app or room device. Microsoft Teams Join the meeting now , Meeting ID: 264 158 661 35, Passcode: J3kNET, Dial in by phone, +1 469-998-6602,,378560947# United States, Dallas, Find a local number Phone conference ID: 378 560 947#	

* Proposals must be uploaded into the Oracle Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed proposals will not be accepted.

Respondents must enroll in the Oracle 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) 224-4600.



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A- ATTESTATION SHEET

By submission of this bid, the Vended Meals Company (Vendor/VMC) acknowledges that it has carefully examined all terms and conditions set forth in the Invitation for Bid – Joint Child and Adult Care Food Program and Summer Food Service Program (RFP – Joint CACFP-SFSP) VMC contract issued by City of Detroit on **July 23, 2024**. The Vendor acknowledges that it has made examinations and verifications and is fully conversant with all conditions under which services are to be performed for the Sponsor. 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 Vendor acknowledges that the Sponsor reserves the right to accept or reject any bid(s), to waive irregularities, and to accept the bid which is in the recipient’s interest to do so. 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 whose investigation shows cannot perform the contract. The Sponsor reserves the right to accept any bid within 30 days from the public bid opening on **August 23, 2024**.

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

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

Signature of VMC Representative

Name of VMC

Printed Name of VMC Representative

Date



Section 1. Project Summary and Background

1.1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the General Services Department, Parks & Recreation Division requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFP 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).

1.2. 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. Strict adherence to meal patterns will be monitored for compliance with this program.

Through the CACFP and SFSP the City expects to serve an average of 1500 meals per day with peak service for certain days in the summer exceeding 6000 meals per day. CACFP supper service is held at 14-20 sites and SFSP service for breakfast and lunch is held at 24-30 sites throughout the summer. Details of site locations and meal service projections are available in the Site Listings attached to this RFP. Sites served and service numbers are subject to change based on program needs.

1.3. 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. If a contract is awarded as a result of this RFP, it will be a City of Detroit **Professional Services Contract (Attachment E)**. **The term of the contract will be for one (1) year with four one-year renewal options.** 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 RFP.**

Section 2. Statement of Work

2.1. SERVICES TO BE PERFORMED

1. SCOPE OF WORK

I. INTENT

This solicitation is for the purpose of entering into a contract for the purchase of vended meals for The City of Detroit herein after referred to as the Sponsor. The bidder will be referred to as the Vendor and the contract will be between the Vendor and the Sponsor.

The Vendor shall furnish unitized and/or non-unitized vended 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



United States Department of Agriculture (USDA) regulations, as well as 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 7 CFR 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, 2024** or upon written approval of the contract by the Michigan Department of Education (MDE), whichever occurs last, and ending **September 30, 2025**, 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 CACFP and SFSP. In the attached bid sheets, these programs are listed separately. Respondents may submit bids on both programs or may submit a bid for only one program. There are two bid sheets for the following :

CACFP
SFSP/Special Events

Potential bidders may submit bids on one or multiple bids.

D. BID PACKET RELEASE, PRE-BID MEETING, AND Q&A

1. A copy of the RFP will be available via Oracle by **July 23, 2024**.
2. The pre-bid meeting will be held via Microsoft Teams at **2:00 p.m. on July 31, 2024**. Attendance is optional but strongly encouraged.
3. Final questions from bidders shall be submitted to the Sponsor via Oracle by **August 7, 2024** and will be addressed by the Sponsor on **August 9, 2024**.

E. PUBLIC BID OPENING

Vendors may attend the public bid opening scheduled for **August 23, 2024 at 11:00 a.m.**, via virtual Meeting

F. BID SUBMISSION AND AWARD

Failure to comply with any of the following shall be subject to rejection of the bid:



1. Proposals are to be submitted **via Oracle** by **4:00 p.m. on August 22, 2024**.
2. 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 will be allowed.

Before the contract award, the Sponsor (City of Detroit) must submit the **electronic** version of the full bid from its selected bidder to MDE for approval. Bids from other responsive bidders shall be made available to MDE upon request.

Any bid received after the exact time specified for receipt will not be considered or opened publicly.

3. The Sponsor reserves the right to exercise its discretion to reject any or all bids.
4. To be considered, each bidder must submit a complete response to this solicitation using the forms provided.
5. Awards, if any, shall be made to a qualified and responsible bidder whose bid is responsive to this solicitation. A responsible bidder is one whose financial, technical, and other resources indicate an ability to perform the services required by this solicitation. [2 CFR 200.320 (b)(1)(ii)(D)]
6. Bidders are expected to fully inform themselves of the conditions, requirements, and specifications before submitting bids; failure to do so will be at the bidder's own risk and he/she cannot secure relief on the plea of error.
7. Any amendments to a bidder's submission must be received by the hour and date specified for the public bid opening. The Sponsor shall acknowledge receipt of a bidder's amendment to the RFP by signing and returning the amendment.
8. No bidder shall submit more than one bid for this solicitation.
9. The contract, once awarded, is a private contract between the Vendor and the Sponsor. Neither the USDA nor MDE has any jurisdiction in the payments made to the Vendor.
10. **A copy of the current State or local health certificate for the food preparation facilities shall be submitted with the bid.**
11. If additional information is required, please contact **Bianca Washington** at washingtonb@detroitmi.gov.

G. **INCURRED COSTS**

The Sponsor is not liable for any cost incurred by the bidder prior to the signing of a contract by all parties.

H. **BONDING REQUIREMENT**

The bidder shall submit a bid bond in the amount of **5 percent of the total bid price**. On the attached Bid Sheet document, total bid is determined by the prices listed in the highlighted rows. Bidders 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 (<http://www.fiscal.treasury.gov/fsreports/ref/suretyBnd/c570.htm>). [2 CFR 200.326 (a) and 7 CFR



approving officers and persons required to give bonds to the United States. Only bonding and surety companies in the current Treasury Circular 570 may be used to obtain the required bonding. All certificates of Authority expire June 30 and are renewable July 1, annually.

I. PERFORMANCE BOND

The Vendor, once awarded the contract, must submit a performance bond in the amount of 10 percent of the total contract awarded. **Bidders must include, with the bid, a letter from the bonding company confirming commitment to provide bond coverage per the specifications of the Invitation for Bid.** The performance bond must be from one of the companies listed in the most recent issue of the United States Department of Treasury Circular 570. Bidders are prohibited from posing any alternative forms of performance bonds. Cash, certified checks, letters of credit, and escrow accounts are not acceptable substitutes for performance bonds. The Vendor must furnish a copy of the bond to the Sponsor within ten days of the contract award. [2 Part 200.326 and 7 CFR 225.15 (m)(6) and (7)]

J. RESPONDENT PERFORMANCE HISTORY

The Vendor shall provide the following information:

1. Identify in detail at least three (3) similar projects by name, subject matter, location, services provided and the length of service. Included shall be a detailed description of services provided and the time period during which the services were provided.
2. Identify any projects in which the Vendor's contract was terminated for any reason.
3. 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.
4. Attach financial statements (CPA Certified) for the previous three years.
5. 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.

K. MEAL/FOOD SPECIFICATIONS

1. All meals served shall meet the requirements set forth in 7 CFR 225.16.
2. The Vendor shall furnish meals as requested by the Sponsor from **October 1, 2024, to September 30, 2025.**
3. Meals shall be served five (5) days per week, as specified in the *Information Section*.
4. For **CACFP**, the Vendor shall prepare the following meal(s): **supper** and will deliver meals in unitized form, inclusive of milk.
5. For **SFSP**, the Vendor shall prepare the following meal(s): **breakfast and lunch** and will deliver meals in unitized form inclusive of milk.
6. Appropriate non-food items, such as condiments, napkins, single service ware, etc. shall accompany the delivery of meals and be included in the price per meal as indicated on the *Bid Sheet*.

7. Unitized meals must be individually portioned, packaged, delivered, and served. Milk and juice may be packaged and provided separately but must be served with the meal unit. The following packaging guidelines must be followed:
 - a. Meals must be packaged in sealed, leak-proof containers (except for whole fruit).
 - b. All components of a cold meal shall be unitized in a covered (preferably compostable) container before delivery to a site. Milk and juice may or may not be enclosed in the containers for cold meals.
 - c. All components of a hot meal shall be unitized with the hot portion packaged separately in a reheatable container. Cold components may be unitized in cold containers.
 - d. Wet components (items with juice, sauce, dressings, etc.) will be apportioned into a leak-proof cup or similar container and properly sealed with a lid, prior to placement with the rest of the meal. For cold sliced meats and sliced fruit and vegetables the container must be leak-proof, non-toxic plastic or paper.
 - e. Each sandwich must be individually sealed.
 - f. Containers shall be of sufficient strength to prevent the crushing of food and shall enclose the meals so that they are completely unexposed to the elements.
 - g. Containers shall be delivered in cartons constructed to prevent damage to the contents inside. There shall be an equal number of containers in each carton (no over-stuffing), except that one may have fewer to allow for the exact number of meals (including milk) ordered. Each carton shall have a label listing the vendor's name, meal type, quantity, and date of assembly.
 - h. All cold foods must be received in temperatures not to exceed 40 degrees F, and hot foods must be received in excess of 140 degrees F, or in compliance with the most restrictive local health regulations.
8. Bidders must submit prices for meals, with milk, on the *Bid Sheet*, and must deliver meals to sites as outlined in this solicitation. Non-food items shall be included in the price per meal.
9. All meals furnished must meet or exceed USDA requirements established by program regulations. Portions shall, at a minimum, be the quantities specified by USDA for each component of each meal.
10. Meals shall be prepared per State and local health standards. Meals shall be prepared under properly controlled temperatures and assembled not more than 24 hours before the meal service time. All meat and meat products shall have been slaughtered, processed, and manufactured in plants inspected under USDA approved inspection program and bore the appropriate seal. All meat and meat products must be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery.
11. The Sponsor reserves the right to sample meals. Entire meals may be disallowed payment when the meals fail to meet minimum State and local standards.
12. The contract will be awarded to the best qualified and responsible bidder whose bid is competitive and conforms to the RFP, and preference will be given to Vendors who offer evidence of healthier menu options, greater variety of food, incorporating seasonal fresh fruits

and vegetables, and sourcing food and meal service products locally. The following guidelines must be followed:

- a. Milk must be low in fat: 1% or skim. Unflavored milk may be 1%, however, flavored milk must be skim (nonfat). All milk products must meet state, local, and USDA standards and should contain vitamins A and D.
- b. Whole-grain-rich bread products (wraps, pitas, tortillas, muffins, etc.) and pastas are specified. Current USDA definition of whole grain-rich: The grain content of a product is between 50 and 100 percent whole grain with any remaining grains being enriched.
- c. A variety of fruit and vegetable components must be served daily; preferably, one fruit or vegetable should not be offered more than once per week. Fruit and vegetable components may be fresh, frozen, or canned, but fresh is preferable. If salad greens are specified in a meal, 1 cup of salad greens is required to qualify as a serving.
- d. Foods on the menu are not to be deep fat fried (Deep fat fried is any meal component that is cooked by total immersion into hot oil or fat, and foods that have been pre-fried or flash fried. This does not include foods that are stir fried or sautéed).
- e. Serve locally grown, unprocessed food whenever possible.
- f. Limit saturated fat (less than 10% of calories) and serve zero trans-fat.
- g. No pork products shall be served.
- h. No nut products shall be served.
- i. Yogurt must contain no more than 12 grams of added sugar per 6 ounces.
- j. Deli and other processed meat products shall be limited to no more than 1 meal per week.

L. DELIVERY REQUIREMENTS

- a. The Vendor shall provide the exact number of complete meals as ordered by the Sponsor. The Sponsor representative will make counts of meals at all sites before meals are accepted. Damaged or incomplete meals will not be included in the count.
- b. Meals shall be delivered with appropriate non-food items, such as condiments, napkins, single service ware, etc.
- c. Meals/dairy products shall be delivered, unloaded, and placed at each site as outlined in this solicitation.
- d. Adequate refrigeration or heating shall be provided during all food delivery to ensure the wholesomeness of food at delivery per State or local health codes.
- e. SFSP breakfasts may be delivered with previous day lunches to be served the following morning (for example: breakfasts for Tuesday service may be delivered with the lunches delivered and served on Monday).
- f. Meals must be delivered no later than 30 minutes prior to the start of the scheduled mealtime at each site. At sites without holding facilities, deliveries must be made no earlier than one (1) hour prior to mealtime.

- g. All drivers shall wait until the site supervisor or designated staff member counts all items and records the delivery temperature of all items including meals, juices, and milk. Should the food temperatures or number of meals differ from required temperatures or the number of meals

ordered, both the driver and the site supervisor should initial both the site supervisor's delivery and the driver's delivery tickets.

- h. The Vendor shall supply a truck route schedule to the sponsor two (2) weeks prior to the start of each program (CACFP & SFSP).
- i. The Vendor shall require each driver to complete a dry run of his/her route prior to the first day of delivery.
- j. The Vendor shall have back-up drivers and vehicles on hand to assure prompt delivery of meals.
- k. The Vendor shall ensure each driver has access to a cell phone to be able to communicate as needed during the delivery service.
- l. The Sponsor reserves the right to add or delete food service sites to the site list and make changes to the estimated number of meals which may be served under the program at each site. The Sponsor shall notify the Vendor by providing an updated site list of all sites which are approved, cancelled, or terminated at least 4 weeks prior to the start of each program (CACFP and SFSP).
- m. Adequate refrigeration of cold foods and insulated containers for hot foods shall be provided during delivery of all food to insure the wholesomeness of food at delivery in accordance with State and local health codes
- n. The Vendor shall provide 10 pounds of ice daily for each ice cooler (to maintain food at 40 degrees Fahrenheit in order to maintain compliance with the most restrictive local requirement) at outside sites or for field trips that do not have refrigeration. Bidder shall provide **extra** ice for each ice cooler to maintain food at 40 degrees Fahrenheit daily to outside sites that do not have refrigeration during extremely hot weather.
- o. Food must be delivered at an appropriate temperature for service; frozen meals or meal components will not be accepted.
- p. Delivery slips must provide sufficient detail to document compliance with CACFP or SFSP requirements. The delivery slips at a minimum must include what meal type (breakfast, lunch, or supper) is being delivered, the number of meals delivered, all meal components and their serving sizes, whole grain compliance (specified as WG), and the delivery date and time. Delivery slips must be provided with each individual meal type for each individual site.
- q. Single deliveries for multiple days may be allowed only at those sites as identified in the *Information Section*. The Sponsor will provide details accordingly before the start of the service.

M. MEAL ORDERING AND CHANGES

1. The Sponsor will order meals by Wednesday of the week preceding the week of delivery; orders will be placed for the total number of operating days in the following week and will include breakdown totals for each site and each type of meal.

2. The Sponsor reserves the right to increase or decrease the number of meals ordered within 36 hours' notice, or less if mutually agreed upon between the parties to this contract.
3. Meals will be delivered daily per the menu cycle as outlined in this solicitation. Menu changes may be made only when agreed upon in writing by both parties.
 4. When an emergency might prevent the Vendor from delivering a specified meal component, the Vendor will notify the Sponsor immediately and no later than two (2) days before serving so can be agreed upon. Changes will be documented in writing by both the Sponsor and the Vendor.
5. The Sponsor reserves the right to suggest menu changes within the Vendor's food cost periodically throughout the contract period if meals are not being well-received or consumed.
6. The Vendor shall substitute the required food components of the CACFP meal pattern for participants with disabilities, when their disability restricts their diet, and those non-disabled participants that cannot consume regular meals and snacks because of documented medical or other special dietary needs. Substitutions shall be made on a case-by-case basis when supported by a special dietary needs accommodation statement. Such statement shall, in the case of a participant with a disability, be signed by a medical doctor or, in the case of a non-disabled participant, be signed by a recognized medical authority. There will be no additional charge to the participant for such substitutions. [7 CFR 226.20 (g)]

N. AVERAGE DAILY NUMBER OF MEALS

1. The average daily number of meals, as outlined in the *Information Section*, is an estimated figure. The Sponsor reserves the right to order more or fewer meals than estimated at the beginning of the operating period. The Vendor will be paid at the 100% cost per unit rate during the specified payment period.
2. The Sponsor does not guarantee orders for quantities outlined in the *Information Section*. The maximum number of meals will be determined based on the approved level of meal service designated by the administering office for each site serving meals provided by the Vendor.
3. If the Sponsor's requirements for services outlined in the *Information Section* do not result in orders in the amounts or quantities described as "estimated," it shall not constitute the basis for an equitable price adjustment under this contract.
4. Under this contract, the Sponsor shall not be obliged to place any minimum dollar amount or number of orders.

O. RECORDKEEPING

- a. The Vendor must prepare delivery tickets with at least three copies as follows: one for the Vendor, one for the site personnel, and one for the Sponsor. Delivery tickets must be itemized to show the number of meals of each type delivered to each site. Designees to the Sponsor at each site will check the adequacy of delivery and meals before signing the delivery ticket. Invoices shall be accepted by the Sponsor only if signed by Sponsor's designee at the site.
- b. The Vendor 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. [7 CFR 226.6 (i)(2) and 225.6 (l)(2)(i,iv)]



- c. The Vendor must report to the Sponsor at the end of each month, at a minimum. [7 CFR 226.6 (i)(2)]
- d. The Vendor must keep the books and records concerning the Sponsor's food service operations for three (3) years or longer, if required by MDE, from receipt of final payment under the contract. Representatives of MDE, USDA, and/or 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. [7 CFR 226.6 (i)(5) and 7 CFR 225.6 (l)(2)(vii)]-
- e. The Vendor shall submit records of all costs incurred in the Sponsor's food service operation in sufficient time to allow the Sponsor to prepare and submit the claim for reimbursement to meet the 60-day submission deadline. [7 CFR 225.6 (l)(2)(xv)]

P. FOOD COSTS AND PAYMENT METHODS

1. The cost of food means the cost of preparation and delivery of meals charged to the Sponsor by the Vendor. Non-food items shall be excluded except where such items are essential to the conduct of food service. Costs charged to the Sponsor cannot include charges for meals delivered to non-approved sites, 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.
2. The Vendor shall submit its itemized invoices to the Sponsor **weekly** in compliance with 7 CFR 226.6 (i)(2) and 225.6 (l)(2)(iv). Each invoice shall give a detailed breakdown of the number of meals delivered at each site during the preceding period. Weekly invoices should only include service dates from the same month. If the two months fall within the same week, two separate invoices will be prepared. Sponsor shall reconcile all invoices to accurately indicate the 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 independently of other periods. No payment shall be made unless the site representative of the Sponsor has signed the required delivery receipts.
3. The Sponsor shall pay the Vendor for all meals provided per this contract and CACFP/SFSP regulations. Specifically, the Vendor will not be paid for meals that are not unitized, that are 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 Vendor changes the menu or substitutes components without the Sponsor's prior approval. [7 CFR 226.6 (i)(4) and 225.6 (l)(2) and (3)]
4. Under the contract provisions between the Sponsor and the Vendor, 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 MDE for meals that meet this requirement. However, neither the USDA nor MDE assumes any liability for payment of differences between the number of meals delivered by the Vendor and the number of meals served by the Sponsor eligible for reimbursement.

Q. 10 Cents a Meal for Michigan's Kids and Farms (10 Cents a Meal)

The Sponsor does not currently participate in the 10 Cents a Meal program but may do so in the future. If the Sponsor participates in the future, the Sponsor requests the Vendor be responsible for the following aspects of the 10 Cents a Meal program:

Purchase of minimally processed **Michigan** fruits, vegetables, and legumes, including the cost of pre-cut produce, excluding canned items, such as canned beans and applesauce.

- Purchase of non-food items and supplies that are used in serving and cleaning of the Michigan fruits, vegetables, and legumes
- Salaries and fringe benefits for employees engaged in preparing and distributing the Michigan fruits, vegetables, and legumes, and maintaining a sanitary environment
- To the maximum extent practical, the Vendor will expend **a to-be-determined dollar amount** on the purchase of Michigan fruits, vegetables, and legumes to maximize the 10 Cents a Meal grant.

This dollar amount is double the amount of the estimated award to the Sponsor (for example, if the estimated award is \$1,000, the Michigan purchases must equal \$2,000).

The Sponsor will provide assurance that the Vendor is completely apprised of all 10 Cents a Meal policies and rules to guarantee the program is operated in compliance with Section 31j of the Michigan State School Aid Act.

The Sponsor will regularly monitor Vendor operations to ensure compliance with relevant 10 Cents a Meal program requirements and provisions of the contract.

The Vendor must document and track the 10 Cents a Meal program purchases **separately** and provide as part of an operating statement along with the regular monthly invoice. This documentation must fully identify allowable purchases by month to include the following: 1) product name, 2) farm name, 3) farm location, and 4) dollar amount spent on each product. The Sponsor shall use this information as the basis for its reimbursement claim under the 10 Cents a Meal grant.

R. USDA FOODS

Sponsors of vended meal programs can only receive USDA Foods if the Vendor providing meals is a school or a school district, or if the Sponsor is a School Food Authority (SFA) that competitively procures its meals from the same food service management company (FSMC) or vendor that competitively provided its most recent National School Lunch Program meals. [7 CFR 225.9 (b) and 226.5] Otherwise, Michigan CACFP sponsors receive cash-in-lieu of commodities. [7 CFR 226.5] Per 7 CFR 250.51 (a), the FSMC or Vendor, 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 the donated foods are used in the year of receipt.

S. NON-COMPLIANCE, INSPECTIONS, AND HEALTH CERTIFICATIONS

1. The Vendor must provide management supervision and maintain constant quality control inspections to measure and check for portion size, weight, appearance, packaging, and the quality of products. 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 Vendor will not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery period, and meals rejected because they do not comply with the specifications.
2. The Sponsor reserves the right to obtain meals from other sources if meals are rejected due to any of the stated reasons. The Vendor will be responsible for any excess cost but will receive no adjustment if the meals are priced less. The Sponsor or inspecting agency shall notify the Vendor in writing about the number of meals rejected and the reasons for the rejection.



3. The Vendor must have State or local health certification for the facility in which it proposes to prepare meals for use in the Program. **The Vendor must provide the Sponsor with a copy of the current certificate at bid submission.**
4. The Vendor agrees that the State and local health and sanitation requirements will always be met. All food will be properly stored, prepared, packaged, and transported free of contamination and at appropriate temperatures following HACCP guidelines.
5. The Sponsor, MDE, and USDA reserve the right to inspect the Vendor's facilities without notice during the contract period, including the right to be present during the preparation and delivery of meals.
6. The Vendor's facilities shall be subject to periodic inspections by State and local health departments, or any other agency designated to inspect meal quality and to determine the 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 MDE. [7 CFR 225.6 (l)(2)(v) and 226.6 (i)(3)]

T. LICENSES, FEES, AND TAXES

1. Both parties shall obtain and post all licenses and permits as required by Federal, State, and/or local law.
2. The Vendor shall comply with all Sponsor building rules and regulations.

U. INSURANCE REQUIREMENTS

1. The Vendor shall carry product casualty and liability insurance (theft, storm, fire damage, general food safety, and sanitation) on all food and supplies in the Vendor's custody or control, per acceptable industry practices. The insurance carrier shall have an A- or better rating 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 Vendor and the sponsoring organization or agency.
2. The successful bidder shall provide proof of insurance to the Sponsor within **ten working days** of receiving the official notification of award. Coverage shall not lapse during the period of the contract. The contract extension will require proof of insurance for the time service is extended according to the contract or amendments made. 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 marketplace," 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.



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

V. EMERGENCIES

1. The Sponsor shall notify the Vendor of any interruption in utility service of which it has knowledge.
2. In the event of unforeseen emergency circumstances, the Vendor shall immediately notify the Sponsor by telephone of the following: 1) the impossibility of on-time delivery, 2) the circumstance(s) precluding delivery, and 3) a statement of whether or other deliveries will be affected. No payments will be made for deliveries made later than **one (1)** hour past the specified mealtime.
3. Emergency circumstances at a site precluding the utilization of meals are the Sponsor's concern. The Sponsor may cancel orders provided it gives the Vendor at least 48 hours' notice or less if mutually agreed upon between the parties.

W. CONTRACT TERMS

1. This contract shall be for an initial term of one year effective on **October 1, 2024**, or upon written approval of the contract by MDE, whichever occurs last, and ending on **September 30, 2025**, with up to four (4) one-year term renewals with mutual agreement between the Sponsor and the Vendor.
2. In no event shall the contract become effective without the prior approval of MDE.
3. 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** contained within this contract. Before any fixed-rate or fee increase can be implemented as part of a contract renewal agreement, the Vendor shall document to the Sponsor, through 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 (CPI-U) – Food Away from Home for the Midwest Region* annualized rate for December of the current fiscal year, or a flat percentage rate of **2.5%**, whichever is less.
4. 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 Vendor. The Sponsor will not execute any additional documents resulting in a substantial change to the contract awarded by the Sponsor without prior MDE approval. No other contracts will be signed by the Sponsor.

X. SUBCONTRACTORS AND ASSIGNMENTS

The Vendor shall not subcontract for the total meal (with or without milk) or the assembly of the meal and shall not assign this contract or any interest therein. [7 CFR 225.6 (l)(2)(ii) and 226.21 (e)]

Y. TERMINATION AND NON-PERFORMANCE

1. The Sponsor or the Vendor may terminate the contract with or without cause by giving sixty (60) days written notice.
2. Neither the Vendor 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 Vendor or the Sponsor, respectively, and which by the exercise of due diligence they were unable to prevent.

3. The Sponsor reserves the right to cancel this contract if the Federal funding to support the CACFP and/or 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 per this contract.
4. In the event of the Vendor's non-performance under this contract and/or the violation or breach of the contract terms, the Sponsor shall have the right to pursue all administrative, contractual, and legal remedies against the Vendor and shall have the right to seek all sanctions and penalties as may be appropriate. If applicable, the Sponsor shall notify the Vendor and surety company of specific instances of non-compliance in writing. If the Vendor does not immediately take corrective action, the Sponsor may request that the surety company provide another Vendor, or the Sponsor may renegotiate another contract. The defaulting Vendor is liable for any difference in price between the original price and the new contract price. Before termination, the Sponsor shall contact MDE concerning procedures for conducting a re-procurement action.
5. In circumstances where the Vendor has been notified of noncompliance 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 Vendor shall be liable for any damages incurred by the Sponsor. Prior to termination, the Sponsor shall contact the MDE concerning procedures for conducting a new procurement action.

Z. 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 Sponsor 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 and requirements of the RFP, including instructions governing submission and format, will be disqualified unless the Sponsor determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the respondent is acceptable. The Sponsor may also, at its discretion, make site visits at the Vendor facility and may request a demonstration of operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The Sponsor 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.

Evaluation Criteria (maximum 100 points):

1. Cost (45 points)
 - a. Bidder demonstrates the 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.
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 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
 - d. sample delivery schedule to Sponsor sites), quality of meals and their process for handling and resolving operational concerns with the Sponsor.
 - e. Consideration shall be given to such matters as ease of ordering and tracking, paperless systems and otherwise eco-friendly infrastructures.
 - f. Produce/products that are grown, produced, and or processed from local business or farmers that have a history of providing fresh quality goods are preferred.
 - g. Evidence that bidder is registered by the State where the service is to be performed and can deliver at least the number of meals estimated to be required under the contract.
 - h. 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 services 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.

AA. **CONTRACT APPROVAL**

Upon contract award, the Sponsor and the Vendor shall execute a Professional Services Contract, which shall contain all contractual terms and conditions in a form provided by the Sponsor. 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 Vendor 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 Sponsor incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

Post Contract Award Required Meetings:

1. A post contract award meeting shall be scheduled **within the first week** of the contract award. This meeting shall include the vendor account manager specific to this account, as well as the delivery service provider, if applicable.
2. Check-in meetings will be scheduled at a minimum of one per month during the CACFP and SFSP, to be attended by the vendor account manager specific to this account.



3. Enforcement of Contract meetings will be scheduled immediately upon observation of any problems with the Vendor service to discuss noncompliance with the contract and confirm resolution(s).

BB. CERTIFICATIONS

1. The Vendor 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 Conversation Act (Pub. L. 94-163).
2. The Vendor shall comply with Executive Order 11246, entitled “Equal Employment Opportunity,” as amended by Executive Order 11375, and as supplemented in Department of Labor regulation 41 CFR Part 60.
3. The Vendor shall comply with all applicable civil rights laws, as amended, which include, but are not limited to:
 - a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq)
 - b. Title IX of the Education Amendments of 1972 (20 U.S.C. 1681 et seq.)
 - c. Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794)
 - d. Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.)
 - e. Title II and Title III of the Americans with Disabilities Act (ADA) of 1990 as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12131-12189)
 - f. Executive Order 13166, “Improving Access to Services for Persons with Limited English Proficiency” (August 11, 2000)
 - g. All provisions required by the implementing regulations of the USDA (7 CFR Part 15 et seq.)
 - h. Department of Justice Enforcement Guidelines (28 CFR Parts 35, 42, and 50.3).
 - i. FNS directives and guidelines to the effect that no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), age, or disability, be excluded from participation in, be denied the benefits of, or otherwise be subject to discrimination under any program or activity for which the Program applicant receives Federal financial assistance from USDA; and hereby gives assurance that it will immediately take measures necessary to effectuate this contract.
 - j. The USDA non-discrimination statement that in accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs).



This assurance is given in consideration of and for the purpose of obtaining any and all Federal financial assistance, grants, and loans of Federal funds, reimbursable expenditures, grant, or donation of Federal property and interest in property, the detail of Federal personnel, the sale and lease of, and the permission to use Federal property or interest in such property or the furnishing of services without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the recipient, or in recognition of the public interest to be served by such sale, lease, or furnishing of services to the recipient, or any improvements made with Federal financial assistance extended to the Program applicant by USDA. This includes any Federal agreement, arrangement, or other contract that has as one of its purposes the provision of cash assistance for the purchase of food, and cash assistance for purchase or rental of food service equipment or any other financial assistance extended in reliance on the representations and agreements made in this assurance.

If there are any violations of this assurance, the Department of Agriculture, FNS, shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Vendor, its successors, transferees and assignees as long as it receives assistance or retains possession of any assistance from USDA. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Vendor.

4. The Vendor shall also comply with all applicable Michigan civil rights laws, as amended, which include, but are not limited to: 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.
5. Where applicable, the Sponsor or Vendor shall take affirmative steps to ensure small, women-owned, 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 200.321 and 225.17]
6. Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
7. The Vendor **has signed** the following certifications and attached to this RFP:
 - a. Certificate of Independent Price Determination
 - b. Suspension and Debarment Certification
 - c. Clean Air and Water Certificate
 - d. Disclosure of Lobbying Activities

- e. Certificate of Compliance with Public Act 517 (Iran Economic Sanctions Act)

CC. USDA NON-DISCRIMINATION STATEMENT

In accordance with federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, this institution is prohibited from discriminating on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, age, or reprisal or retaliation for prior civil rights activity.

Program information may be made available in languages other than English. Persons with disabilities who require alternative means of communication to obtain program information (e.g., Braille, large print, audiotape, American Sign Language), should contact the responsible state or local agency that administers the program or USDA's TARGET Center at (202) 720-2600 (voice and TTY) or contact USDA through the Federal Relay Service at (800) 877-8339.

To file a program discrimination complaint, a Complainant should complete a Form AD-3027, [USDA Program Discrimination Complaint Form, which can be obtained online at: USDA Discrimination Complaint Form](#), from any USDA office, by calling (866) 632-9992, or by writing a letter addressed to USDA. The letter must contain the Complainant's name, address, telephone number, and a written description of the alleged discriminatory action in sufficient detail to inform the Assistant Secretary for Civil Rights (ASCR) about the nature and date of an alleged civil rights violation. The completed AD-3027 form or letter must be submitted to USDA by one of the following ways:

Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410

Fax: (833) 256-1665 or (202) 690-7442

Email: program.intake@usda.gov

This institution is an equal opportunity provider.

DD. 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 Vendor shall comply with the provisions of the bid 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 Sponsor are to be used.
5. Payments on any claim shall not preclude the Sponsor from making a claim for adjustment on any item found not to have been in accordance with the provisions of this contract and bid specifications.
6. The Sponsor shall be responsible for ensuring the resolution of program review and audit findings.



7. This contract is subject to review and approval by the Michigan Department of Education.



CERTIFICATE OF INDEPENDENT PRICE DETERMINATION

Both the Sponsor (sponsor) and Food Service Management Company/Vendor (offeror) shall execute this Certificate of Independent Price Determination.

Name of Sponsor: City of Detroit

Name of Food Service Management Company/Vendor: _____

A. By submission of this offer, the offeror certifies and in the case of a joint offer, each party thereto certifies as to its own organization, that in connection with this procurement:

1. The prices in this offer have been arrived at independently, without consultation, communication, or agreement, to restrict completion, as to any matter relating to such prices with any other offeror or with any competitor.
2. Unless otherwise required by law, the prices that have been quoted in this offer have not been knowingly disclosed by the offeror and will not knowingly be disclosed by the offeror before bidding opening in the case of an advertised procurement or before award in the case of a negotiated procurement, directly or indirectly to any other offeror or any competitor.
3. No attempt has been made or will be made by the offeror to induce any person or firm to submit or not to submit an offer to restrict competition.

B. Each person signing this offer on behalf of the offeror certifies that:

1. He or she is the person in the offeror's organization responsible within the organization for the decision as to the prices being offered herein and has not participated, and will not participate, in any action contrary to A1 through A3 above; or
2. He or she is not the person in other offeror's organization responsible within the organization for the decision as to the prices being offered herein, but he or she has been authorized in writing to act as agent for the persons responsible for such decision in certifying that such persons have not participated and will not participate in any action contrary to A1 through A3 above, and as their agent does hereby so certify; and he or she has not participated, and will not participate, in any action contrary to A1 through A3 above.

To the best of my knowledge, this offeror, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion concerning bidding on any public contract, except as follows:

Signature of Food Service Management Company/Vendor's Authorized Representative	Title	Date
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In accepting this offer, the Sponsor certifies that no representative of the Sponsor has taken any action which may have jeopardized the independence of the offer referred to above.

Signature of Sponsor's Authorized Representative	Title	Date
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CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

INSTRUCTIONS:

1. By signing and submitting this form, the prospective lower tier participant provides the certification per these instructions.
2. The certification in this clause is a material representation of the fact upon which reliance was placed when this transaction was entered. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous because of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check for Excluded Parties on the System for Award Management at <https://www.sam.gov/portal/public/SAM/>.
8. Nothing contained in the foregoing shall be construed to require establishing a system of records to render the certification required by this clause in good faith. The knowledge and information of a participant are not required to exceed that normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is



suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies as appropriate, including suspension and/or debarment.



**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND
VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS**

This certification is required by the regulations implementing Executive Order 12549, Executive Order 12689, and 31 U.S.C. 6101; Debarment and Suspension, 2 CFR Part 180.

The prospective primary participant certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective primary participant shall attach an explanation to this proposal.

Name of Food Service Management Company/Vendor

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date



CLEAN AIR AND WATER CERTIFICATE

Applicable if the contract exceeds \$100,000 or the Contracting Officer has determined that the orders under an indefinite-quantity contract in any one year will exceed \$100,000 or a facility to be used has been the subject of a conviction under the Clean Air Act [41 U.S.C. 1857c-8(c)(1)] or the Federal Water Pollution Control Act 33 1319(d) and is listed by EPA or the contract is not otherwise exempt. The Sponsor (Sponsor) and Food Service Management Company/Vendor (offeror) shall execute this Certificate.

Name of Sponsor: City of Detroit

Name of Food Service Management Company/Vendor: _____

THE OFFEROR AGREES AS FOLLOWS:

To comply with all the requirements of Section 114 of the Clean Air Act, as amended (41 U.S.C. 1857, et seq., as amended by Public Law 91-604) and Section 308 of the Federal Water Pollution Control Act (33 U.S.C. 1251, et seq., as amended by Public Law 92-500), respectively, relating to inspection, monitoring, entry, reports, and information as well as other requirements specified in Section 114 and Section 308 of the Clean Air Act and the Water Act, and all regulations and guidelines issued thereunder before the award of this contract.

That no portion of the work required by this prime contract will be performed in a facility listed on the Environmental Protection Agency (EPA) List of Violating Facilities on the date when this contract was awarded unless and until the EPA eliminates the name of such facility or facilities from such listing.

To use his/her best efforts to comply with clean air standards and clean water standards at the facilities in which the contract is being performed.

To insert the substance of the provisions of this clause in any nonexempt subcontract, including this paragraph.

THE TERMS IN THIS CLAUSE HAVE THE FOLLOWING MEANINGS:

The term "Air Act" means the Clean Air Act, as amended (41 U.S.C. 1957 et seq., as amended by Public Law 91-604).

The term "Water Act" means Federal Water Pollution Control Act, as amended (33 U.S.C. 1251 et seq., as amended by Public Law 92-500).

The term "Clean Air Standards" means any enforceable rules, regulations, guidelines, standards, limitations, orders, controls, prohibitions, or other requirements which are contained in, issued under, or otherwise adopted under the Air Act or Executive Order 11738, an applicable implementation plan as described in section 110(d) of the Clean Air Act [42 U.S.C. 1957c-5(d)], an approved implementation procedure or plan under Section 111(c) or Section 111(d), respectively, of the Air Act [42 U.S.C. 1857c-6(c) or (d)], or approved implementation procedure under Section 112(d) of the Air Act [42 U.S.C. 1857c- 7(d)].

The term "Clean Air Standards" means any enforceable limitation, control, condition, prohibition, standard, or another requirement which is promulgated under the Water Act or contained in a permit issued to a discharger by the Environmental Protection Agency or by a State under an approved program, as authorized by Section 402 of the Water Act (33 U.S.C. 1342) or by local government to ensure compliance with pretreatment regulations as required by Section 307 of the Water Act (33 U.S.C. 1317).

The term "Compliance" means compliance with clean air or water standards. Compliance shall also mean compliance with a schedule or plan ordered or approved by a court of competent jurisdiction, the Environmental Protection Agency, or an Air or Water Pollution Control Agency per the requirements of the Air Act or Water Act and regulations issued pursuant thereto.

The term "facility" means any building, plant, installation, structure, mine, vessel, or another floating



era, location, or site of operations, owned, leased, or supervised by the Food Service Management Company/Vendor.

Signature of Food Service Management Company/Vendor's

Title

Date

Authorized Representative

NOTICE TO APPLICANTS - CERTIFICATION/DISCLOSURE REQUIREMENTS RELATED TO LOBBYING

Section 319 of Public Law 101-121 (31 U.S.C.), signed into law on October 23, 1989, imposes new prohibitions and requirements for disclosure and certification related to lobbying on recipients of Federal contracts, grants, cooperative agreements, and loans. Certain provisions of the law also apply to Federal commitments for loan guarantees and insurance; however, it provides exemptions for Indian tribes and tribal organizations.

Effective December 23, 1989, current and prospective recipients (and their sub-tier contractors and/or subgrantees) will be prohibited from using Federal funds, other than profits from a Federal contract, for lobbying Congress and any Federal agency in connection with the award of a particular contract, grant, cooperative agreement, or loan. In addition, for each award action over \$100,000 (or \$150,000 for loans) on or after December 23, 1989, the law requires recipients and their sub-tier contractors and/or subgrantees to (1) certify that they have neither used nor will use any appropriated funds for payment to lobbyists; (2) disclose the name, address, payment details, and purpose of any agreements with lobbyists whom recipients or their sub-tier contractors or subgrantees will pay with profits or non-appropriated funds on or after December 23, 1989; and (3) file quarterly updates about the use of lobbyists if material changes occur in their use. The law establishes civil penalties for noncompliance.

If you are a current recipient of funding or have an application, proposal, or bid pending as of December 23, 1989, the law will have the following immediate consequences for you:

- You are prohibited from using appropriated funds (other than profits from Federal contracts) on or after December 23, 1989, for lobbying Congress and any Federal agency in connection with a particular contract, grant, cooperative agreement, or loan.
- You are required to execute the attached certification at the time of submission of an application or before any action over \$100,000 is awarded.
- You will be required to complete the lobbying disclosure form if the disclosure requirements apply to you.

Regulations implementing Section 319 of Public Law 101-121 have been published as an Interim Final Rule by the Office of Management and Budget as Part III of February 26, 1990, Federal Register (pages 6736-6746).

The undersigned certifies, to the best of his or her knowledge and belief, that:

No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of any Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.

If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," per its instructions.

The undersigned shall require that the language of this certification is included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Name of Food Service Management Company/Vendor

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date



**CERTIFICATE OF COMPLIANCE
MICHIGAN PUBLIC ACT NO. 517 OF 2012
IRAN ECONOMIC SANCTIONS ACT**

Name of Sponsor: City of Detroit

Name of Food Service Management Company/Vendor: _____

The undersigned, the owner, or authorized officer of the below-named company (the "Company"), under the compliance certification requirement provided in the Sponsor's Request for Proposal (RFP) or Request for Bid Quotes (RFQ), hereby certifies, represents, and warrants that the Company (which includes its officers, directors, and employees) is not an "Iran Linked Business" within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the "Act"), and that in the event the Company is awarded a contract by the Sponsor as a result of the aforementioned RFP, the Company is not and will not become an "Iran Linked Business" at any time while performing any services under the contract.

The Company further acknowledges that any person who is found to have submitted a false certification is responsible for a civil penalty of not more than \$250,000.00 or two (2) times the amount of the contract or proposed contract for which the false certification was made, whichever is greater, the cost of the Sponsor's investigation, and reasonable attorney fees, in addition to the fine. Moreover, any person who submitted a false certification shall be ineligible to bid on a request for proposal for three (3) years from the date it is determined that the person has submitted the false certification.

Signature of Food Service Management Company/Vendor's Authorized Representative

Title

Date



**AGREEMENT PAGE – New Contract
Original Contract Fiscal Year 2024-2025**

This bidder has certified that he/she shall operate in accordance with all applicable State and Federal laws and regulations.

This solicitation/contract, attachments, and the bid/proposal of the successful bidder, with addenda, if any, constitute the entire agreement between the Sponsor and Vendor. The parties shall not execute any additional contractual documents pertaining to this contract, except as permitted by applicable law.

This contract shall be in effect for one year and may be renewed by mutual agreement for up to 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:

City of Detroit
Sponsor

Signature of Witness for Sponsor
(Witness REQUIRED)

Signature of Sponsor Representative

Print Name

Title

Date

Attest:

Vended Meals Company

Signature of Witness for VMC
(Witness REQUIRED)

Signature of VMC Representative

Print Name

Title

Date

2.2. **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.

2.3. **TECHNICAL INFORMATION**

The City of Detroit is committed to centralizing and warehousing data for the purpose of improving service delivery and enabling cross departmental analytics. For this reason, we expect Contractors, contractual relationships, and resulting software platforms to enable data access, data interoperability, warehousing of resulting data, and adherence to City data standards.

Specifically, the City minimally requires:

- Access to any data via APIs in a machine-readable format.
- Full documentation of APIs (including field names and objects) and the database schema used by the application.
- Ability for City to push data as needed to these software systems to update base datasets.
- Any location-based data or platform utilizes the City’s Base Units geocoder, Base Units Database, and/or address data standards as applicable. For more information see: <https://base-units-detroitmi.hub.arcgis.com/pages/about-base-units>
- The ability for the City to use and govern this data as it deems necessary-
- centralizing it, porting it into other systems, and using it for additional and future organizational needs.

The City prefers:

- System or platform has the capacity to store field-level metadata and display it in the user interface when appropriate
- API is able to provide data in a JSON format.
- Data system or data exports integrate easily with ESRI products including feature services.
- Systems or platforms that support data exchanges (pushes and pulls) that can happen dynamically.

Specifications, Change of Specification, and Errors or Omission. Specifications which refer to brand names are given for reference. Respondents may quote on equivalent articles, provided that

brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state “Do Not Substitute.” The decision of the City shall be final.

2.4. PERFORMANCE BOND

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. 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>.

2.5. Bid 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 **5%** of the bid for proposals totaling over **\$250,000.00**. 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.

Bids totaling over \$250,000 shall include a bid bond in the amount of **5%** of the bid. 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.

Section 3. Proposal Evaluation and Selection Process

3.1. MINIMUM QUALIFICATIONS

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

3.2. 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. Respondents are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

3.3. QUESTION DEADLINE

All questions regarding the RFP shall be submitted through the Supplier Portal. 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 submitted after the question deadline.

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.

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

3.4. EVALUATION CRITERIA

1. **Cost (45 points)**

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

2. **Operational Plan (30 points)**

- a. Proposal Introduction and Solution / Approach (See Attachment B)
- b. Respondent Capacity (See Attachment A – Part 2)
- c. 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.
- d. 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.
- e. 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 Sponsor.
- f.** Consideration shall be given to such matters as ease of ordering and tracking, paperless systems and otherwise eco-friendly infrastructures.
- g.** 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.
- h.** 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.
- i.** Other factors such as transportation capability, sanitation, and packaging. **Bidders must include photos of meals in packaging as examples.**

3. Experience (25 points)

- a.** Respondent Experience / Organization (Attachment A – Part 1)
- b.** Previous experience of the bidder in performing series similar in nature and scope as outlined under the **“Respondent Performance History” section.**
- c.** 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.

Criteria 1 – Pricing (Attachment C)

Criteria 2 – Respondent Capacity (Attachment A – Part 2), Proposal Introduction and Solution / Approach (Attachment B)

Criteria 3 – Respondent Experience / Organization (Attachment A – Part 1)

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
1. Cost	45 points
2. Operational Plan	30 points
3. Experience	25 points
Total Points Possible	100

3.5. EVALUATION PROCEDURE

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.

Any of the additional data specs and standards described in Section 2.3, that are met will be factored positively into the overall score.

3.6. 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. Respondents will be notified by the Office of Contracting and Procurement of the date, time and location for oral presentations.

3.7. 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.

3.8. 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.

Section 4. Required Proposal Content and Submission Process

1.1. 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.

1.2. REQUIRED PROPOSAL CONTENT AND FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety, responses must be uploaded in the Supplier Portal along with the Affidavit of Disclosure Interests Form and Non- Collusion Affidavit found under requirements section of the of RFP#184714:

Required Response Item	
1.	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.
2.	Attachment A – Respondent Questionnaire Respondent shall provide their Proposal Introduction and Experience / Capacity & Staffing, per the requirements provided in Attachment A.
3.	Attachment B – Proposal Introduction and Solution / Approach Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment B.
4.	Attachment C – Bid Sheets, Information Section Respondent shall provide their Pricing proposal, per the requirements provided in Attachment C.
5.	Attachment D – Forms, Affidavits and Documents- Award Winners Only Respondent will be required to provide their completed Forms, Affidavits, Insurance and Documents, if they are selected as the award winner provided in Attachment D.



Required Response Item	
6.	Attachment E – Model Professional Services Contract
	Respondent shall provide their agreement to the Model Professional Services Contract or note any exceptions provided in Attachment E.
7.	Attachment F – Blank Certification Sheets
	Respondent shall fill in and Sign CACFP and SFSP Certification Sheets

1.3. REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the City of Detroit, through the completion of **Attachment C**. 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.

1.4. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent’s ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

1.5. SUBMITTAL INSTRUCTIONS

All proposals **must** be submitted through the Supplier Portal. 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 Supplier Portal. Responses received **will not** be available for review. Proposals received will be subject to disclosure under the state of Michigan’s 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 Supplier Portal. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

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>

Section 5. General Conditions and Requirements for RFP

5.1. CONTRACT APPROVAL

Upon contract award, the City and the successful 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 successful Respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the successful Respondent prior to such approvals; nor shall the City incur any liability to reimburse the successful Respondent regarding any expenditure for the purchase of materials or the payment of services.

5.2. PAYMENT

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

5.3. 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
- The wording “ Goods/Services” (must be noted on every invoice)

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

5.4. ASSIGNMENT

The services to be performed by the successful Respondent shall not be assigned, sublet, or transferred, nor shall the successful 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.

5.5. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

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

5.6. 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.

5.7. 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.

5.8. OFFICE OF INSPECTOR GENERAL

- 5.8.1. 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.
- 5.8.2. 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.
- 5.8.3. 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.
- 5.8.4. 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.
- 5.8.5. 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.
- 5.8.6. 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.
- 5.8.7. 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: "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.



RFP Attachments List

The following Attachments are available to download on the Supplier Portal.

Attachment A - Respondent Questionnaire

Attachment B - Proposal Introduction and Solution / Approach

Attachment C – Bid Sheets, Information Section

Attachment D - Forms, Affidavits and Documents-(Award winner only) Attachment E - Model Professional Services Contract

Attachment E – Site Listing