CITY OF DETROIT OFFICE OF CONTRACTING AND PROCUREMENT REQUEST FOR QUOTE

RFQ NO. 185298,2 CITY COUNCIL PROMOTIONAL NOVELTY & APPAREL ITEMS

Buyer: Romona Jones

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	Thursday, November 14, 2024
QUESTIONS DUE	N/A
	All questions must be submitted online in the
	Supplier Portal
QUOTES DUE DATE *	Monday, December 16, 2024 @ 2:00PM EST
	In the Supplier Portal as specified in this RFQ.

^{*} Respondents must register in Oracle to download bid documents and submit bids. The City cannot guarantee the accuracy of any bid documents obtained from outside of Oracle, and bids submitted outside of Oracle will not be accepted. Detailed resources about registering and bidding, including video tutorials and live, virtual office hours, are available at www.detroitmi.gov/suppliersupport.

Questions about the specifics of this RFQ must be asked within the <u>Oracle</u> Messages interface for the bid on or before the date and time indicated above. Questions asked via phone, email, and/or other means will not be answered.

Quotes must be uploaded in <u>Oracle</u> on or prior to the date and time indicated above. Late and/or emailed quotes will not be accepted.

1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) is seeking requests for quotes from qualified suppliers to provide promotional, novelty, and apparel items as needed for the City Council District programs and activities being provided.

2. BACKGROUND INFORMATION

The City Council District hosts many events each year and is invited to other events hosted by community organizations to promote activities and programs that are offered to the public on a regular basis. It is imperative that the City Council District have items to assist in promoting these activities each year. Promoting their district will bring more visitors to the programs and activities. Promotional items will assist patrons to recognize our city's brand and connect with our departments and facilities.

3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFQ, it will be a City of Detroit Professional Services Contract (*Attachment E*). This will be a two (2) year term contract. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. The City anticipates one or multiple awards as a result of the RFQ.

4. SCOPE OF WORK

The promotional items that we want to provide are event tents, table covers, hand sanitizer, sunglasses, t-shirts, polo shirts, jackets, lanyards, pens, key chains, and magnets, coffee mugs, baseball hats, drawstring backpacks, lip balm, notebook sets. There may be other items that are needed for giveaways and raffles. We will need the vendor to provide all items listed on the *Attachment C (Market Basket)* and access to the vendor's catalogue of items. The vendor will also need to be able to do screen-printing and embroidery. Above all, items should be safe, durable, and inviting. The final type of item will be determined following the award of contract by the Department's staff and awarded organizations or individuals.

The City of Detroit requires potential Suppliers to provide a quote that includes the following products/services:

- A Firm-fixed discounted percentage will be applied to all (Market Basket) promotional items acquired during the term of the contract.
- A Firm-fixed discounted percentage will be applied to all (Catalogue) promotional items acquired during the term of the contract.
- Confirmation that the Supplier will update the City regarding new promotional items, sales, bulk opportunities, etc.
- Confirmation that the Supplier can customize various promotional items with City of
 Detroit Logo or other graphic content as needed; If special graphic content is needed, it
 will be supplied by The City.

- A detailed description of your company's web-based Electronic Catalogue through the internet. Please also include any specific instructions for navigation.
- Provide a document with photos of standard items for reference.
- Explain your method of arranging for City staff to review and approve a physical "proof" for new items.
- Order and receive items, and check against City's purchase order.
- Provides automatic back-fill on out-of-stock items; and
- Does not duplicate setup charges for items previously ordered.

5. OPERATIONAL INFORMATION

Awarded Contractor(s) will work closely with City agency staff. The vendor is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

Deliverables:

- Produce items quickly (2 week maximum)
- Provide preview of items for approval
- Provide monthly/quarterly usage reports to City of Detroit;
- Provide summary invoices for bulk orders with charges detailed by department, division and/or representative
- Provide quotes and invoices when requested
- Provide costs for promotional items and delivery
- Include costs for each individual promotional item
- Provide description of all promotional items
- Items should be able to be delivered or shipped to any City Department location

6. MINIMUM QUALIFICATIONS

- 1) Vendors must have a minimum of (3) years of experience providing these services at the same, or similar, scope as described here within the attached document titled Scope of Work.
- 2) Vendor must be able to do screenprint and embroider.
- 3) Vendor must be able to provide all the items listed in all sizes

7. QUESTION DEADLINE

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

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

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

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

8. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to:

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

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

9. PROTESTS

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

City of Detroit Chief Procurement Officer 2 Woodward Avenue, Suite 1008 Detroit, MI 48226 "Procurement Protest"

At a minimum, such protests shall include:

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

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

10. INVOICES

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

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

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

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

Required vendor steps to invoice:

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

Invoice MUST contain or have as attachment:

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

Other invoice requirements:

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

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

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

11. PREVIOUS EXPERIENCE

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

EXPERIENCE AND REFERENCES

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

We require the vendor to complete *Attachment A*.

12. 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.

13. GENERAL CONDITIONS:

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

14. LOCAL PREFERENCE CONDITIONS

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

15. MINOR DEVIATIONS

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

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

16. RENEWAL

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

contract.

17. AWARD (multiple)

Multiple Awards will be made on a low bid basis, as determined by the City of Detroit based on contractor's ability and equipment as described in the specification.

Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award. The City of Detroit reserves the right to limit the amount of the award per contractor.

a. STANDBY AWARD

The City of Detroit reserves the right to make an award to the second low bidder, on a standby basis. This vendor will be used in the event the successful bidder cannot furnish the quantities and /or services needed in accordance with the delivery requirements of the City of Detroit. All awards are subject to Ordinance No. 15-00.

18. TERMINATION OF CONTRACT

At any time during the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Contractor to reason of poor or deficient work performance, inability of the Contractor to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing.

19. PRICE

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

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

20. ADDITIONAL DISCOUNT

If awarded Items in your company's catalogue, we offer an additional discount of % from the published prices.

21. LITERATURE

Descriptive literature showing the unit's dimensions and features must be included. If the size, capacity, or features of the unit, or any of its components are not clearly defined in the printed literature submitted with the Bid, the Bidder shall furnish supportive data in sufficient detail so that the unit may be checked for conformity to the specifications.

If any of the features or dimensions of the unit the Bidder proposes to furnish do not meet the specified requirements, the Bidder shall indicate such deviations n the space provided on the Bid Form. Failure to provide this information may result in rejection of your bid.

22. SHIPMENT

The Contractor will be expected to make reasonably prompt deliveries consistent with quantities ordered. Should an emergency arise for items which are not available, The City of Detroit reserves the right to secure sufficient quantities from others to meet its immediate needs without prejudice of the proposed contract. If, however, in the sole opinion of the Finance Department, Office of Contracting and Procurement, the contractor fails to render reasonably prompt delivery service, the City of Detroit may terminate the contract forthwith and no damages will accrue.

The City of Detroit wherein referred to shall mean the City of Detroit, acting through the Chief Procurement Officer.

It is understood that these supplies will be required in various shipments from time to time. Shipments will be made within (14) calendar days from each notice to ship. The City of Detroit reserves the right to reject low bids offering unsatisfactory shipment terms.

23. ORDER QUANTITIES

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

24. <u>F.O.B</u>.

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

25. <u>DELIVERY</u>

Is desired within (14) calendar days from receipt of Purchase Order or Stores Release.

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

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

26. INSURANCE

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

TYPE	AMOUNT NOT LESS THAN:
Automobile Liability Insurance (covering	\$1,000,000.00 combined single
all owned, hired and non-owned vehicles	limit for bodily injury and
with personal and property protection	property damage
insurance, including residual liability	
insurance under Michigan no fault	
insurance law)	
Workers' Compensation	Michigan Statutory minimum

If during the term of this contract, changed conditions or other pertinent factors, should in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the contractor's expense, under valid and enforceable policies.

All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days' prior notice to the City. The Commercial General Liability insurance policy shall name the City as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Finance Department, Office of Contracting and Procurement, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

27. CONTRACT ACCEPTANCE

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

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

28. BID WITHDRAWAL

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