

City of Detroit



Request for Qualifications

Guard Services

for the

**Detroit Supply Schedule
Schedule 3**

RFQQ No. _____

Part 1 – Services

OVERVIEW

The Detroit Supply Schedule Program establishes long-term indefinite delivery indefinite quantity city-wide contracts with commercial firms for a wide range of goods and services to meet the demands of Detroit agencies and service delivery to the citizens of Detroit. Once the program is fully implemented, specific jurisdictions outside the City of Detroit will be able to use the Detroit Supply Schedules.

BROAD SERVICES OFFERINGS

The services identified in Schedule 3 for Guard Services is based on the Schedule Item Numbers specified herein. Offerors must clearly identify the ITEMS they are offering in response to this Request for Qualifications (RFQQ). Offerors may submit proposals for all Items or specific Items under Schedule 3 for Guard Services.

PURPOSE

The purpose of this Guard Services Request for Qualifications is to enable the City of Detroit and other municipal jurisdictions to meet demands for a broad range of services from licensed, bonded, and qualified firms and businesses providing uniformed and licensed armed and unarmed security service personnel for various facilities located in the City of Detroit:

SECURITY GUARD SERVICES

The Services include, but are not limited to the Security Guards and Security Guard Services from licensed, bonded, and qualified firms and businesses providing uniformed and licensed armed and unarmed security service personnel for the various City of Detroit Facilities. These services also apply to municipalities outside the City of Detroit that are authorized ordering activities

Set-Aside: **Yes (Certified Detroit Businesses)**
Maximum Order 5-Year Limitation: **\$20,745,185.30**
The Schedule Item Numbers (ITEMs) for Supply Schedule 3 are listed as follows:

ITEM	Description	Est. 1-Year Sales	Est. 5-Yr. Sales
1	Security Guards- NIGP Code: 964.80	\$521,686.48	\$10,772,387.40
2	Guard and Security Services (including Traffic Control) – NIGP Code: 990.46	\$4,227,084.48	\$9,972,797.90

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Price lists shall be based on the ITEMS specified above and shall include labor categories and fixed hourly labor rates for each labor category for Years 1-5 and Years 5-10 for Schedule 3.

***NOTE: ITEM 1 is reserved until October 1, 2019 based on an existing contract that expires on December 1, 2019. ITEM 2 is reserved until October 1, 2019 based on an existing contract that expires on December 31, 2019. Proposals will be accepted for ITEM 1 & ITEM 2, three (3) months prior to expiration of the existing contract.**

The labor categories listed below are examples of the labor required for the Item in Supply Schedule 3. Offerors are strongly encouraged to propose their own labor categories for each Item based on the position description qualifications specified in this RFQQ. The labor categories that offerors proposed shall be based on their price lists and independent determination of the broad description of work to be performed.

Fully-Loaded/Fully-Burdened Hourly Labor Rates
Base 5-Year Period

Job Title	Base Year	Year 2	Year 3	Year 4	Year 5
General Services- Unarmed Guards (96,812)	\$	\$	\$	\$	\$
General Services- Armed Guards (27,040)					
GSD Vehicles (4)					
Municipal Parking- Unarmed Guards (65,016)					
Municipal Parking- Armed Guards (15,600)					
Vehicles (2)					
DPW Street Maintenance- Unarmed Guards (9,568)					
DPW Street Maintenance- Armed Guards (0.0)					
Vehicles (1)					
Airport- Unarmed Guards (0.0)					
Airport-Armed Guards (2,340)					
Vehicles					

Fully-loaded/fully burdened rates include the full cost of a company's overhead (including profit) into the hourly rate.

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Fully-Loaded/Fully-Burdened Hourly Labor Rates
Option 5-Year Period

Job Title	Base Year	Year 2	Year 3	Year 4	Year 5
General Services- Unarmed Guards (96,812)	\$	\$	\$	\$	\$
General Services- Armed Guards (27,040)					
GSD Vehicles (4)					
Municipal Parking- Unarmed Guards (65,016)					
Municipal Parking- Armed Guards (15,600)					
Vehicles (2)					
DPW Street Maintenance- Unarmed Guards (9,568)					
DPW Street Maintenance- Armed Guards (0.0)					
Vehicles (1)					
Airport- Unarmed Guards (0.0)					
Airport-Armed Guards (2,340)					
Vehicles					

Fully-loaded/fully burdened rates include the full cost of a company's overhead (including profit) into the hourly rate.

Position Descriptions for Security Guards

This section should express the general and specific project related capability of your staff that will be assigned to this project. This will include management, guards, and support staff. Give brief resume including, but not limited to managerial and supervisory person to be assigned to the project. Qualified Security Guards shall be defined as people who display "Good moral character" which means having a personal history of honesty, fairness, and respect for the rights and property of others and for the laws of this city, state and national. All armed guards must possess the required license to carry a fire arm.

SECURITY DIRECTOR

Qualifications: The Director must be Genetic certified and familiar with Genetic system operations and programing. Must be capable of clear verbal and written communications, able to read and understand comprehensive policies and procedures. Candidates must be computer literate and understand and demonstrate ability to use programs such as Microsoft Word and Excel. Must be proficient in typing. Must be able to operate CCTV systems. Must exhibit a professional demeanor and be capable in working in environment with professionals. Must demonstrate experience hosting meetings with executives. Must demonstrate through experience to draft and publish policies, procedures to include bomb threats and active shooter scenarios. Must demonstrate through experience in the proper response and management crisis scenarios.

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Experience: Must have minimum of ten (10) years of security experience with a minimum of seven (7) years in management in a security operation. Must have at least five (5) years in law enforcement and/or military experience. Must be experienced in programming of Morse Watchman “Key watcher” key control system.

Education: Must possess a Bachelor’s Degree in Security Administration, Criminal Justice, Business Administrative or related fields.

SECURITY SUPERVISOR

Qualifications: Must be capable of clear verbal and written communications, able to read and understand comprehensive policies and procedures. Must be computer literate and understand and demonstrate ability to use programs such as Microsoft Word and Excel. Must also be able to operate CCTV systems. Must be proficient in typing. Must exhibit a professional demeanor and be capable in working in an environment with professionals.

Experience: Must possess valid driver’s license. Must have minimum of ten (10) years security experience with at least three (3) years in supervision and/or management in a security operation

Education: Must have employee with a degree in Forestry, Horticulture, Landscape Architecture or a minimum of five (5) years' experience in the landscape industry Must have High School Diploma. Must be able to speak and understand English.

SECURITY OFFICER

Qualifications: Must possess valid driver’s license. Must possess basic security officer requirements. Must be capable of clear verbal and written communications, able to read and understand comprehensive policies and procedures. Must be computer literate and understand and demonstrate ability to use programs such as Microsoft Word and Excel. Must be able to operate CCTV systems. Must exhibit a professional demeanor and be capable of working in environments with professionals. All armed guards must possess required license per the State of Michigan.

Experience: Must have minimum of two (2) years’ experience.

Education: Must have High School Diploma. Must be able to speak and understand English.

ADMINISTRATIVE

Qualifications: Must be capable of clear verbal and written communications, able to read and understand comprehensive policies and procedures. Must be computer literate and proficient in and demonstrate ability to use programs such as Microsoft Word and Excel. Must be proficient in typing. Candidate must also be able to operate CCTV systems. Must be capable of scheduling events. Must be capable of scheduling employees and proficient in time keeping software. Must exhibit a professional demeanor and

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be capable in working in environment with professionals. Must possess valid driver's license. Must have minimum of two years' experience.

Experience: Must have five (5) years of previous experience in event planning. Must be proficient in Google Calendar. Must demonstrate experience hosting meetings with executives.

Education: Must have an Associate's degree or equivalent.

SCOPE OF SERVICES

PURPOSE: To provide for a professional access control and incident/emergency response and other support service to various City of Detroit Buildings in accordance with the quality standards, specifications, policies and procedures as outlined.

1. Provide the appropriate access control personnel to support managers requested staffing levels at various City of Detroit Buildings. On site personnel must have the following minimum requirements:
 - Trained
 - Qualified

All officers will receive a minimum of eight-hours of on-site training to learn the duties associated with their security post. Hours expended for this training by existing staff will not be billed to Owner. Each officer who operates the Console must complete and pass the specific training programs and tests to be administered by Account Manager. Owner must give approval of said training content before officer staffs this position.

2. Owner shall provide Contractor with such equipment and facilities for its performance of duties hereunder as may be mutually agreed upon by Manager and Contractor, and consequently, Manager shall not be responsible for any off-site warehousing cost, or the Contractor's off-site overhead costs. Contractor will keep and maintain all work areas clean and presentable at all times.

3. The Contractor's activities will be structured so as not to unreasonably interfere with or inconvenience either the tenants or the normal operation of the Building. Contractor will also be subject to any special conditions set forth by the Property Manager.

4. It is understood that Contractor is obligated to inspect daily the policies and procedures, agreed to by Contractor and Manager, whereas inspection indicated that there is a deficiency, Contractor will then follow through without hesitation to correct the deficiency.

5. Contractor to regularly provide appropriate supervision to support on site personnel, and continuously spot check and assess daily operations at no cost to Manager. Spot checks to include after normal business hours checks by Contractor's supervisors. A report shall be completed and given to Manager describing security's condition at time of spot check, i.e. what they were doing, appearance, knowledge of duties, etc. Manager is to specify what shall be contained in the report.

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6. Owner and/or Manager shall retain and own all created work and procedure manuals produced by Contractor for operations of Contractor for the DPSH. Materials include, but are not limited to, emergency evacuation procedures, elevator entrapment procedures, incident report forms and templates, and other similar procedures and instructions.

7. Contractor shall make appropriate guard tour rounds at said property and document rounds by using the building's guard tour reporting system. Manager will review said guard rounds of the patrol and, unless the guard was engaged in a building-related event preventing the tour, if records show that rounds are not being completed as instructed Manager will not pay for said services (cost of patrol and labor for guard) for such hours of non-compliance. Contractor will notice and report to Manager any problems, damages, or other issues which Manager should be aware of with said property in a timely manner.

8. Personal phone calls are not allowed using Owner/Manager's phones. Manager will not receive non-emergency phone calls for security officers. Emergency calls will be received and directed to the appropriate party. Use of phones shall be for business purposes only.

9. Security officers must use proper grammar and speak in a polite and professional manner at all times using correct titles such as Mr. and Mrs.

10. No cell phone use at post or during working hours.

11. No eating, drinking, or smoking at post.

12. No unauthorized reading materials at post.

13. The use of personal electronic entertainment devices (i.e. radios, televisions, computers, iPods, portable DVD players, etc.), are strictly forbidden.

14. The Account Manager (Supervisor) is responsible to supervise and manage all requirements of this contract at property. Specific activities and/or responsibilities may include but are not limited to:

- Training of staff
- After normal business hours spot checks
- On call at all times
- Interfacing with tenants and tenant contacts
- Incident report writing
- Presentations
- Establishing and maintaining relations with surrounding buildings.
- Establishing and maintaining relations with the City of Detroit Police, Fire, and other agencies.
- Reviewing and developing procedures

15. Contractor will provide same level supervision as Account Manager in his or her planned absences for most if not all of the time. For unexpected or last minute absences same level of supervision would be expected on a spot check or limited time basis.

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16. Post Orders and Emergency Evacuation Plans are to be considered "living documents" which will be amended during term of contract. Owner will advise Contractor as to its role as required.

In addition to the aforementioned, the following outlines the responsibilities under which your services will be contracted:

SCOPE OF SERVICES

- I. Daily management of access control, and interface with building vendors, delivery services and management of the loading dock.
2. Supervision and monitoring of Fire and Life Safety systems and responses.
3. Hiring, training and administration of personnel so as to procure and maintain highly motivated and professional employees.
4. Cost accounting and billing.
5. Extra-ordinary work as may be requested by Owner/Manager.

AUTHORITY

- I. The Contractor is directly responsible to the Property Manager and/or Owner as set forth in the contract.
2. The Contractor may act without prior approval so long as such act is within the guidelines and procedures approved by owner.

CONTRACT CONDITIONS:

1. Services to be furnished will be in accordance with standards, specifications, policies and procedures agreed to from time to time by Owner.
2. In submitting payroll costs to the Owner, the Payroll costs will be broken down in the following format:
 - a) The bill shall be broken down to weekly hours expended.
 - b) Weekly hours expended shall consist of hours expended by each position and seniority level.
 - c) Each position level shall name each employee, hours expended for that week, at which rate, and total weekly billing per employee.
 - d) Extra requested service shall be itemized.
3. Any equipment to be used by the Contractor in the performance of its duties will be purchased by the Contractor utilizing any cost advantages that they possess and then the cost of the equipment will be

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paid by the Owner. Any such equipment that is to be purchased will be mutually agreed upon in writing by the Owner and Contractor in advance of the purchase.

4. All work is to be performed at times satisfactory to Owner, and in such manner as not to disrupt normal operations of the building.
5. The Contractor will develop written access control procedures and submit to owner for approval within first 3 days of contract commencement. Procedures will be subject to any special conditions required by the tenants or Property Manager.
6. The Contractor shall provide employees capable of meeting the requirements and specifications of the contract.
7. The Owner shall provide, at no charge, logistical facilities to the Contractor. Contractor will be responsible for maintaining these areas in a clean and orderly condition at all times.
8. Contractor's services shall be provided per the schedule outlined, or other such levels that are recommended by Contractor and agreed to, in writing, by Owner.
 - a) Contractor shall develop and provide to Owner the specific job descriptions for all positions/posts recommended to be staffed by Contractor's personnel.
 - b) Contractor will provide Owner with a complete and detailed breakdown of all supervisor and staff personnel scheduled for the Building. This breakdown will depict the projected hours for each shift for each day of the week as presented in Exhibit B.
 - c) Contractor will identify its holidays and the hourly premium rate per shift in accordance with State, Federal and local laws.
9. Contractor's employees are to receive training for their specific position description (Assignment Orientation, eight-hour minimum), at the sole expense of the Contractor, before an employee is assigned to the Building. The Contractor will be responsible for developing both an Assignment Orientation and On-The-Job Training program to accomplish meeting the needs of the contract and specifications. Cross training for all post positions is expected.

Contractor's employees are expected to be knowledgeable in the following areas:

- a. Personal conduct and tenant relations as outlined in the specifications.
- b. The emergency procedures specific to the City of Detroit Buildings.
- c. Use of magnetometers, metal detectors and wands
- d. Use of access control and video surveillance equipment

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10. Contractor will develop written salary/wage scales for their employees and submit to Owner for approval. Under no circumstances is the Owner to be charged a rate that exceeds the established rate schedules, without Owner's prior written approval.

11. All positions/posts must have a position description. Contractor will be responsible for the development, compilation, distribution, and maintenance of position description and Courtesy Staff Operations Manual for the building. All posts will be provided with copies of the Courtesy Staff Operations Manual and position descriptions. These manuals will contain operational and emergency operating procedures, responses and policies in addition to the standing orders for every post in the assigned building. It will be the responsibility of the Contractor to maintain and update each of these manuals and, where necessary, to conduct on the job orientations to new policies/procedures which might require immediate information transfer. Contractor will produce a workable version of the Courtesy Staff Operations Manual within ten (10) days of contract execution and a final, formal version within thirty (5) days thereafter. Courtesy Staff Operations Manual will be updated not less than 1 time per year. Any procedures specific to the building and mechanical equipment systems will be provided by Owner to Contractor.

12. Contractor will present to Owner its plan to achieve such emergency related coverage within the Building.

SPECIAL REQUIREMENTS

Owner requests Contractor to provide information on what other special services Contractor can provide, i.e., CPR trained personnel, Automatic External Defibrillator programs, special tenant Access Control programs, etc., that will enhance Contractor's presence and image within the Building.

1. Extra Services: Contractor will submit staffing wages for extra services needed. These wages shall be in effect if Owner provides Contractor with twenty-four (24) hour notice of the need for extra services.

2. Premium Services: Contractor will submit staffing wage for emergency services if notice is not given twenty-four (24) hours in advance. However, after twenty-four (24) hours has elapsed during an emergency, the rate shall drop to the extra services wag

SPECIAL PROPOSAL INSTRUCTIONS

Submit prices/rates in the form of a pricelist. Pricing must be supported by documentation that outlines a reasonable method of pricing. Submit pricing based on an established commercial price list or market based prices. Offerors must provide adequate price supporting documentation/information/data in the form of invoices, contracts or some similar documentation. If invoices are submitted, they must be less than one year old.

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Services must be priced in firm-fixed hourly rates for performance of a specified ITEM. The proposed pricing (price lists) must include sufficient information for each ITEM (services) to enable the Chief Procurement Officer to review and perform a price analysis.

Submit a MS Word or MS Excel document (that is not read-only) that includes all labor categories, prices and labor category descriptions. No pricing shall be provided in pdf format.

GENERAL INFORMATION

Once awarded a DSS contract, contractors compete for Business for the award of purchase orders or delivery orders and are responsible for marketing their goods and services. There is no guarantee of business.

This DSS is mandatory for use in the City of Detroit. Offerors are strongly encouraged to provide prices that are highly competitive. In accordance with ordering procedures, ordering activities will solicit Requests for Quotes (RFQ) from Contractors on this Schedule (Schedule 3) based on each ITEM category of services. Contractors will respond to the RFQ with a quote based upon their awarded prices. The preferred type of Purchase Order issued against this DSS contract is firm-fixed-price. However, Labor-Hour or Time and Materials purchase orders may be issued when the ordering activity deems it appropriate.

The Chief Procurement Officer may evaluate offers and award a contract without negotiations. Therefore, the initial proposal should contain the offerors best terms from a price and technical standpoint.

This RFQQ is set-aside (reserved) for certified Detroit businesses only. All eligible certified Detroit businesses are able to submit a proposal in response to this RFQQ. The NIGP Codes cited throughout this RFQQ identifies the commodity code description for goods and services being procured.

SPECIAL INSTRUCTIONS FOR PRICING ALL SERVICES ON AN HOURLY BASIS AT THE PURCHASE ORDER LEVEL

Prices for all services will be established at the time the Purchase Order is awarded by the ordering activity and will be based on the prices awarded in the DSS contract. The estimated number of hours negotiated with the ordering activity and the labor category/categories provided will be specified in the Purchase Order. If the ordering activity has made a determination that it is necessary to purchase from the ITEMS on this DSS contract on a Labor-Hour or Time and Materials basis, the Purchase Order shall specify the Not-to-Exceed price, showing the labor category/categories proposed (with the hourly rates for each) the material proposed with unit prices for each and any other direct costs. All prices/rates proposed must be based on the awarded DSS contract.

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The Chief Procurement Officer has determined the prices for the ITEMS on this Detroit Supply Schedule are fair and reasonable.

***NOTE: ITEM 1 is reserved until October 1, 2019 based on an existing contract that expires on December 1, 2019. ITEM 2 is reserved until October 1, 2019 based on an existing contract that expires on December 31, 2019. Proposals will be accepted for ITEM 1 & ITEM 2, three (3) months prior to expiration of the existing contract.**

INSURANCE:

- I. The Offerors shall maintain at its expense during the term of this contract, the following insurance:
 - A. Worker's Compensation insurance with Michigan statutory limits and Employer's Liability insurance with limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee. For Federal and State Funded Training Programs and etc., is required to secure insurance for worker's compensation for all of its participants and The City of Detroit should also be listed as an additional insured.
 - B. Commercial General Liability insurance with a combined Single limits of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00
 - C. Automobile Liability insurance covering all owned, hired and non-owned vehicles with personal protection insurance and property protection insurance to comply with the provisions of the Michigan No-Fault Insurance Act, including residual liability insurance with a minimum combined Single limit of \$1,000,000.00. Include MCS90 endorsement (if hazardous waste will be transported by vendor's auto) with minimum property damage limits of \$1,000,000.00 each occurrence.
- II. 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 Offerors will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Offerors expense, under valid and enforceable policies.
- III. All policies shall name the Offerors 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, Purchasing Division, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

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Part 2 – Solicitation Instructions

REQUESTS FOR EXPLANATION OR INFORMATION

All questions regarding the RFQQ shall be submitted through the Oracle System. Respondents shall provide notice to take exception to any requirements of the Request for Qualifications. Such exceptions may reflect negatively on the evaluation of the Qualifications. The City of Detroit does not guarantee a response to questions not submitted after the question deadline. Written requests for explanation or information regarding this solicitation must be submitted to:

ELECTRONIC DATA INTERCHANGE

All proposals must be submitted through the Oracle system. Each Offeror is responsible for ensuring that its proposal is received by the City on a timely basis. **Faxed or mailed proposals will not be accepted.**

Offerors are advised that the Chief Procurement Officer is expanding use of electronic communications to exchange information and businesses documents. To the maximum extent practicable, all documents, to include but not be limited to: Request for Qualifications; Response to Questions; Request for Clarifications, Submissions of Proposals and Supply Schedule contracts that may be issued will use Electronic Data Interchange (EDI) procedures.

OFFER PREPARATION

- (a) Read the entire solicitation prior to preparing your proposal.
- (b) Electronic submissions of proposals via the Chief Procurement Officer's email is mandatory at: procurementinthecloud.detroitmi.gov and limmittl@detroitmi.gov.
- (c) Proposals must be current, concise and complete and demonstrate a thorough understanding of solicitation requirements. By submission of a proposal, the offeror attests that there have been no exceptions taken to the terms and conditions of this RFQQ.
- (d) The following documents are a part of proposal submission by all offerors and shall be completed and uploaded directly through Oracle:
 - (1) Tax Clearances and Affidavits;
 - (2) Commercial Sales Practices disclosure
 - (3) Financial Statements; three (3) years of Income Statements, Balance Sheets and Profit and Loss Statements

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- (4) Technical Proposal;
- (5) Price Proposal
- (6) Supporting Pricing Documentation;
- (7) Price Narrative;
- (8) Commercial Price List;
- (9) A marketing plan detailing the steps you plan to take to generate sales through this DSS contract.

(f) Offerors must provide financial statements for the previous three-year period (audited, if available). At a minimum, each financial statement must consist of a balance sheet and income statement and profit and loss statements. The Chief Procurement Officer will use this information to determine financial responsibility. Provide an explanation for any negative financial information disclosed, including negative equity or income. Offerors may be required to provide letters of credit or other documentation to demonstrate that adequate financial resources are available. In accordance with the Detroit City Ordinance section 18-5-1, contracts will only be awarded to responsible prospective contractors. To be determined responsible, an offeror must have adequate financial resources to perform the contract or the ability to obtain them.

(g) Unless otherwise requested, the offeror shall not submit brochures, public relations materials, advertisements, newsletters or other marketing materials as a part of its proposal.

(h) **Technical Proposal:** The offeror must address the following three technical proposal evaluation factors:

Factor 1: Municipal Experience:

The offeror must submit a narrative description of its municipal experience. This narrative cannot exceed two pages and must address the following:

- (1) The number of years of municipal experience in providing the services described under this Schedule, regardless of the specific services being proposed. A minimum of two (2) years of municipal experience is required;
- (2) Number of employees and resources available to enable performance;
- (3) Information that demonstrates the offeror's organizational and accounting controls;
- (4) A discussion regarding the intended use of subcontractors. This discussion must correlate to the subcontracting plan, if applicable.

Factor 2: Past Performance:

The proposal shall describe in detail three (3) relevant current or past contracts within the past three (3) years that identifies the offeror's and proposed subcontractors' experience and ability to perform the required effort successfully and shall include the following information:

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- (a) Description of the Project;
- (b) Contract Number;
- (c) Contract Order Amount;
- (d) Name of Organization;
- (e) Point of Contact (POC) name, address, phone number and email address; and
- (f) Current status, e.g. completed and/or in progress, start and estimated completion dates.

Proposals shall provide the above information or shall affirmatively state that the offeror possesses insufficient relevant past performance that is directly related or similar to the efforts required by the _____.

Factor 3: Quality Control

The offeror must submit a narrative for this criterion regardless of the number of ITEMS offered. This narrative cannot exceed two (2) pages and must address the following:

- (1) Identification of individuals responsible for ensuring quality control;
- (2) How potential problems and solutions are handled;
- (3) Procedures for ensuring quality performance when responding to and meeting urgent requirements;
- (4) How quality control will be managed when performing multiple purchase orders for multiple ordering activities.

(i) Price Proposal:

The Chief Procurement Officer seeks to obtain the offeror’s best price based on its evaluation of discounts, terms, conditions and concessions offered to commercial customers.

Submit proposed pricing in MS Excel format. The proposed pricing structure must be consistent with the offeror’s commercial practices. Pricing must be clearly identified as based on a “Commercial Price List”.

Each proposed labor category shall comply with the attached position descriptions.

Proposed prices must represent fully-loaded rates inclusive of all cost factors (e.g., direct labor, indirect labor, G&A, profit and EFF).

Submit supporting documentation for each ITEM proposed service. Supporting pricing documentation may consist of published and publicly-available commercial catalogs/price lists, copies of invoices, contracts quote sheets, etc., and must be submitted with the proposals. There must be a clear and relevant relationship between the supporting documentation and the proposed price that substantiates the prices in the proposal.

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Submit a detailed price narrative with sufficient information for each of the services offered to enable the Chief Procurement Officer to determine that proposed prices are fair and reasonable.

Offerors must propose a mechanism for future price adjustments as follows:

If pricing is based on a commercial price list, submit a copy of the company's current, detailed price list, catalog, which must be an existing, separate document and not prepared for this solicitation). Future price adjustments for pricing is based on a commercial price list and are subject to the Economic Price Adjustment term and condition.

(j) Fair and Reasonable Pricing:

To determine fair and reasonable pricing, the Chief Procurement Officer may consider many factors, including pricing on competitor contracts, historical pricing and currently available pricing in other sources.

(K) Withdrawal of Proposal/Offer: The offeror may withdraw its proposal/offer from consideration any time prior to award or reject by sending written withdrawal to web portal specified in (b) above. If a proposal/offer is withdrawn, a new offer can be resubmitted at a later date.

SCOPE OF CONTRACT (ELIGIBLE ORDERING AGENCIES/ORDERING ACTIVITIES)

(a) This solicitation is issued to establish contracts which may be used on a mandatory basis for the City of Detroit and on a non-mandatory basis for all other ordering agencies/ordering activities named below:

- (1) All Executive agencies in the City of Detroit reporting to the Mayor;
- (2) The States of Michigan, Ohio, Illinois and Wisconsin; and
- (3) Other municipalities and jurisdictions within the United States of America authorized by the City of Detroit pursuant to Ordinance to use Detroit Supply Schedules.

(b) The Contractor is obligated to accept orders received from the Executive agencies reporting to the Mayor.

(c) The Contractor is not obligated to accept orders received from ordering activities outside the Executive branch of the City of Detroit. However, the Contractor is encouraged to accept such orders. If the Contractor elects to accept such orders, all provisions of the contract shall apply. If the Contractor is unwilling to accept such orders, the Contractor shall return the order by U.S. mail or other means of delivery within 5 work days from receipt.

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ORDERING

- (a) Any services to be performed under this contract shall be ordered by issuance of purchase orders by the City of Detroit or authorized ordering activities.
 - (b) All purchase orders are subject to the terms and conditions of this contract. In the event of a conflict between a purchase order and this contract, the contract shall control.
 - (c) Purchase orders are considered “awarded” when the ordering activity sends the purchase order by electronic commerce methods. If purchase orders are mailed, the purchase order is considered “awarded” when the ordering activity deposits the purchase order in the mail.
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PERFORMANCE BEYOND THE CONTRACT PERIOD—AWARDING ORDERS

This contract covers all requirements that may be ordered during the term of the DSS contract. Any order mailed or sent via electronic transmittal to the contractor on or before the expiration of the contract, and providing for delivery or performance within the number of days specified in the contract, shall constitute a valid order.

INTERPRETATION OF CONTRACT REQUIREMENTS

No interpretation of any requirement of this contract shall be binding on the City of Detroit unless agreed to in writing by the Chief Procurement Officer or his/her designated representative.

ECONOMIC PRICE ADJUSTMENT

Price adjustments include price increase and price decreases. Adjustment will be considered as follows:

- (a) Contractor shall submit price decreases anytime during the contract period in which they occur. Price decreases will be handled in accordance with the provisions of the Price Reduction clause.
- (b) Contractors may request price increases under the following conditions:
 - (1) Increases resulting from a re-issue or other modification of the contractor’s commercial pricelist that was used as the basis for the DSS contract award.

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(2) Only three (3) increases will be considered during the contract period (including any options that may be exercised).

(3) Increases may only be requested after the first 90 days of the contract period and prior to the last 60 days of the contract period.

(4) At least 30 days must elapse between requested increases.

(c) The aggregate of the increases in any contract unit price pursuant to this clause shall not exceed TBD percent of the original contract unit price. The Chief Procurement Officer reserves the right to raise this ceiling where changes in market conditions during the contract period support an increase.

(d) The following information shall be submitted with the request for a price increase:

(1) A copy of the commercial pricelist showing the price increase and the effective date for commercial customers.

(2) Documentation supporting the reasonableness of the price increase.

(e) The Chief Procurement Officer reserves the right to exercise one of the following options:

(1) Accept the contractor's price increases as requested when all conditions of (b), (c) and (d) of this clause are satisfied.

(2) Negotiate more favorable discounts from the new commercial prices when the total increase requested is not supported; or

(3) Remove the product(s) from the applicable contract pursuant to the Cancellation Clause of this contract when the increase requested is not supported.

(f) The City of Detroit realizes the potential impact of unforeseeable major changes in market conditions. When those changes occur, the Chief Procurement Office will review adjustment requests, subject to the review of industry-wide market conditions. If adjustments are approved, the DSS contract will be modified to reflect the adjustment. The adjustment will be subject to negotiation by the Chief Procurement Officer.

(g) The contract modification reflecting the price adjustment shall be signed by the Chief Procurement Officer and made effective upon the date signed. The increases in contract prices shall apply to purchase orders or delivery orders issued to the contractor on or after the effective date of the contract modification.

RFQQ No. _____

DSS CONTRACT PRICE LIST

The contractor must prepare and distribute a Detroit Supply Schedule Price List in accordance with the following:

- (1) The commercial price list must show accepted discounts and shall obligate all items, terms and conditions.
- (2) Submit a price list which contains only net prices based upon the commercial price list less discounts accepted by the Chief Procurement Officer.

The cover page of the Detroit Supply Schedule Price List must include the following information prepared in the following format:

- (a) CITY OF DETROIT
Detroit Supply Schedule
Authorized Detroit Supply Schedule Price List

Schedule Title
Detroit Supply Schedule Contract Number
Contract Period
Contractor's name, address and phone number
Contractor's internet address
Business Size
 - (b) CUSTOMER INFORMATION
-

RFQQ No. _____

OPTION TO EXTEND THE TERM OF THE CONTRACT

The Chief Procurement Officer may require continued performance of this contract for an additional 5-year period when it is determined that exercising the option is advantageous to the City of Detroit considering price and other factors. The option may be exercised for all or a portion of the additional 5-year period. When the option to extend the term of this contract is exercised the following conditions are applicable:

- (a) It is determined that exercising the option is advantageous to the City of Detroit considering price and other factors specified in (b through d below).
- (b) The contractor’s pricelist has been received, approved, posted and kept current.
- (c) Performance on this contract has been acceptable.
- (d) Set-aside subcontracting goals have been submitted and approved.

The Chief Procurement Officer may exercise the option by providing a written notice to the contractor within 30 days before exercising the option prior to the expiration of the contract or option.

When the Chief Procurement Officer exercises its option to extend the term of this contract, prices in effect at the time the option is exercised will remain in effect during the option period, unless an adjustment is made in accordance with the Economic Price Adjustment or Price Reduction term and condition.

NOTICE REGARDING OPTIONS

The City of Detroit has included an option to extend the term of this contract in order to demonstrate the value it places on quality performance by providing a mechanism for continuing a contractual relationship with a successful offeror that performs at a satisfactory or above level. When deciding whether to exercise the option, the Chief Procurement Officer will consider the quality of the contractor’s performance under this contract.

CONTRACT SALES CRITERIA

A DSS contract will not be awarded unless anticipated sales are expected to exceed \$10,000 within the first 12 months following contract award and are expected to exceed \$10,000 in each 12-month period thereafter.

The Chief Procurement Officer may cancel the DSS contract unless reported sales are at the levels specified in this section.

RFQQ No. _____

SOLICITATION UNDERSTANDING

This solicitation is an open solicitation from which the City of Detroit contemplates award of contracts for the services listed in the Schedule of Items. This solicitation will remain open and in effect unless replaced by an updated solicitation or until the period of performance expires.

There is no closing date for receipt of proposals, therefore, offers may be submitted for consideration at any time up until 12 months prior to expiration of the period of performance.

A proposal may be rejected if an offeror fails to meet timelines established by the Chief Procurement Officer either to address deficiencies in the offer or submit a best and final offer. A resubmission(s) is permitted; however, it may be rejected immediately if it is still deficient in the area(s) that caused its initial rejection.

DSS contracts awarded against this solicitation will be in effect for five (5) years from the date of award unless the five (5) year option is exercised pursuant to the Option to Extend the Term of the Contract, canceled pursuant to the Cancellation clause or terminated pursuant to the termination provisions of this contract.

If a firm was previously awarded a DSS contract that was terminated or allowed to expire due to low or no sales, a new proposal for the same DSS will not be considered unless a minimum of 12 months have passed since the effective date of the termination or expiration date of the previous contract. Any proposal submitted prior to the completion of this 12-month will be rejected.

NEW SERVICE OFFERINGS

If new services are offered within the scope of the Detroit Supply Schedule, but not currently available on the Detroit Supply Schedule that provides a new service that may provide a more economical or efficient manner for the City of Detroit to accomplish its mission, contractors are encouraged to provide the new service offering to the Chief Procurement for consideration as Special Item Number.

A new or improved services can be offered at any time. The Chief Procurement Officer will evaluate the Special Item Number, and a technical review will be performed. Contractors may be required to demonstrate that the new service offering can provide a more economical or efficient manner for Detroit agencies to accomplish their mission.

The Chief Procurement Officer has the sole discretion to determine whether the service will be accepted and added to the Detroit Supply Schedule as a Special Item Number.

RFQQ No. _____

PERFORMANCE REPORTING REQUIREMENTS

This applies to all contracts estimated to exceed \$25,000.00:

Unless otherwise notified in writing by the Chief Procurement Officer, the contractor may assume contract performance is satisfactory.

If negative performance is submitted by ordering activities, the Chief Procurement will notify the contractor in writing and provide feedback from any complaints received. The contractor will have 30 calendar days from receipt of this notification to submit a rebuttal and/or a report of correction action taken.

The Chief Procurement Officer will decide what punitive action, if any, that will be accessed.

Part 3 – Evaluation Criteria for Contract Award

EVALUATION OF QUALIFICATIONS

The Chief Procurement Officer may make multiple awards for the services offered in response to this solicitation. Awards may be made to the responsible offerors that offer reasonable pricing, conforming to the solicitation, and will be most advantageous to the City of Detroit, taking into consideration, compliance, price, delivery requirements and other pertinent factors.

A wide selection of comparable services gives ordering activities the opportunity to fulfill their requirements with the ITEMS that constitute the best value that meets their needs at the lowest overall cost.

A written notice of award will be furnished to the offeror and shall result in a binding contract without further action by either party.