

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

**RFP NO. 185632-2  
Water Treatment Services for Facilities Maintenance**

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Buyer: Aroya Rush

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	Friday, March 28, 2025
PROPOSAL DUE DATE *	Wednesday, May 21, 2025 by 3:00pm EST  In the Supplier Portal as specified in Section 4.5 of this RFP.

\* 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](http://www.detroitmi.gov/suppliersupport).

Questions about the specifics of this RFP must be asked within the [Oracle](#) 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.

Proposals must be uploaded in [Oracle](#) on or prior to the date and time indicated above. Late and/or emailed proposals will not be accepted.

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## **Section 1. Project Summary and Background**

### **1.1. PROJECT REQUEST**

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of Construction and Demolition Department requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFP to provide water treatment services for facilities maintenance.

### **1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT**

The City of Detroit Construction and Demolition is looking for qualified vendor(s) to provide system data for water treatment services for hot water boilers, steam boilers & cooling tower systems and their associated equipment, operating parameters, services and specifications for the water treatment program at the listed City of Detroit locations.

### **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 (Attachment E)**. **The term of the contract will be for three (3) years.** Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. **The City anticipates one or multiple awards as a result of the RFP.**

## **Section 2. Statement of Work**

### **2.1. SERVICES TO BE PERFORMED**

The scope of work for this contract includes system data for water treatment services for hot water boilers, steam boilers & cooling tower systems and their associated equipment, operating parameters, services and specifications for the water treatment program at City of Detroit locations listed in this document.

#### **1. Hot Water Boilers**

##### **1.1 Testing requirements for hot water boilers:**

- Conductivity
- pH
- Nitrite
- Iron
- Copper

##### **1.2 Control ranges for hot water boilers:**

- Conductivity     2,500-3,500 mmhos
- pH                     8.5-10
- Nitrite                1,500-2,000 PPM
- Iron                    less than 3.0 mils ppm
- Copper                less than 0.3 mils ppm

##### **1.3 Filter Bag Replacement**

- Check filter bag and replace as needed where applicable
- Supply 5 micron filter bags for Neptune filter feeders where applicable

#### 1.4 Service Reporting

- Service report must conform to service reporting requirements outlined in section 4.
- Digital service report must be prepared on site by service provider, submitted at the time of each service visit. Report must include all required test results and recommendations.
- Service report must include signature from onsite personnel at the end of each service visit.

## 2. Steam Boilers

### 2.1 Testing Requirements for Steam Boilers

- Conductivity
- pH
- Sulfite
- Total Hardness
- M. Alkalinity
- OH. Alkalinity
- Chlorides
- Inhibitor
- Iron
- Copper
- Feedwater Cycles
- Condensate Return
- Make-Up Water Meter Reading

### 2.2 Control Ranges for Steam Boilers

- |                  |                       |
|------------------|-----------------------|
| • Conductivity   | less than 3,500 mmhos |
| • pH             | 10.5-12               |
| • Sulfite        | 30-60                 |
| • Total Hardness | less than 20          |
| • M. Alkalinity  | less than 900         |
| • OH. Alkalinity | 150-600               |
| • Chlorides      | % Condensate Return   |
| • Inhibitor      | Varies                |
| • Iron           | less than 3 ppm       |
| • Copper         | less than .3 ppm      |

### 2.3 Testing Requirements for Feedwater Tank when applicable

- Conductivity
- pH
- Iron
- Chlorides
- Sulfite
- Temperature
- Total Hardness

#### **2.4 Control Ranges for Feedwater Tank when applicable**

- Conductivity % Condensate Return
- pH 8.3-10
- Iron less than 1.0 ppm
- Chlorides % Condensate Return
- Sulfite 5-10

#### **2.5 Testing Requirements for Softeners when applicable**

- Conductivity
- Total Hardness
- Iron
- Chlorides

#### **2.6 Control Ranges for Softeners when applicable**

- Conductivity Record Actual
- Total Hardness less than 5 ppm
- Iron less than 0.5 ppm
- Chlorides Record Actual

#### **2.7 Service Reporting**

- Service report must conform to service reporting requirements outlined in section 4.
- Digital service report must be prepared on site by service provider, submitted at the time of each service visit. Report must include all required test results and recommendations.
- Service report must include signatures from onsite personnel at the end of each service visit.

### **3. Cooling Tower**

#### **3.1 Testing Requirements for Cooling Tower**

- Conductivity
- pH
- Inhibitor Level
- M. Alkalinity
- Calcium
- Chlorides
- Iron
- Copper
- Bromine
- Cycles
- Mass Balance
- Saturation Index
- Make Up Water Meter Reading

### 3.2 Control Ranges for Cooling Towers

• Conductivity	900-1,100 mmhos
• pH	7-9
• Inhibitor Level	Varies
• M. Alkalinity	320-400
• Calcium	240-300
• Chlorides	70-100
• Iron	less than 3.0 ppm
• Copper	less than 0.3 ppm
• Bromine	0.5-1.0 ppm
• Cycles	4-5
• Mass Balance	0-1
• Saturation Index	3.5-4.5
• Make Up Meter	Record Actual

### 3.3 Service Reporting

- Service report must conform to service reporting requirements outlined in section 4.
- Digital service report must be prepared on site by service provider, submitted at the time of each service visit. Report must include all required test results and recommendations.
- Service report must include signature from onsite personnel at the end of each service visit.

## 4. Service Reporting Requirements

- 4.1** A service report shall be prepared on site by the service provider, submitted at the time of each service visit. This report shall include all required test results and recommendations. This report must be digital and emailed to the Construction and Demolition Department immediately complete with signature from onsite personnel and have the capability of containing pictures.
- 4.2** The service reports must be accessible online 24 hours a day, 7 days a week. The online access must also provide the capability to accumulate and chart trends such as water usage and be adaptable to the needs of the City of Detroit.

## 5. Treatment Requirements

- 5.1** Chemical treatment required for buildings with hot water boilers and closed loop re-circulating piping systems will consist of a nitrite based formulation that functions as a protective scale suppressant and corrosion inhibitor. Routine checking, documentation and chemical addition is required during the heating season. Three service visits during hot water boilers during the heating season. Three service visits during the cooling season for chilled loop systems
- 5.2** Chemical treatment required for buildings with low pressure steam boiler systems shall utilize a non-acidic sulfite program that functions as a protective scale suppressant and corrosion inhibitor. Monthly checking, documentation and chemical addition is required during the heating season October through March.

- 5.3** Chemical treatment required for the buildings with open water cooling tower systems will consist of scale/corrosion inhibitor and liquid bromine for microbiological control. Monthly service during the cooling season April through October
- 5.4** SDS must be provided for all chemicals used in the contractor's treatment program.
- 5.5** Treatment chemistries are not to be shipped directly to any City of Detroit facility. Chemicals must be delivered by service provider and not require any handling by any City of Detroit employee. All containers provided by the service provider must be properly labeled according to OSHA HAZMAT requirements.
- 5.6** No chemical inventory shall be stored onsite and must be delivered on an as needed basis.
- 5.7** All empty containers must be removed and properly disposed of by the service provider.

## **6. Services**

- 6.1** The service provider must utilize representatives who have been provided all pertinent safety training as required by OSHA in performing their duties as they relate to water treatment and chemical handling operations. The service provider's representatives must provide their own safety equipment to include eye protection, chemical-handling rubber gloves and aprons.
- 6.2** The service provider's representatives must have a minimum of ten (10) years experience in commercial or industrial water treatment for HVAC systems.
- 6.3** The service provider's representative must be under the supervision of an employee with at least ten (10) years experience in commercial or industrial water treatment for HVAC systems.
- 6.4** The service provider's representatives must be certified and licensed for handling biocides and any other chemicals as required by local, state or federal statutes.
- 6.5** The service provider's representatives will provide training for the building maintenance personnel charged with monitoring the treatment program at each of the buildings.
- 6.6** The service provider's representatives must be available to arrive on-site within 24 hours upon request. The service provider must have a 24 hour emergency response number available for the City of Detroit.
- 6.7** The service provider's representatives will be given advanced notice and must be on-site to inspect any open heat exchangers such as condenser or evaporator tube bundles or plate & frame heat exchangers.
- 6.8** The service provider's price shall include all chemicals, training, testing materials and technical services.

## 7. Service Locations

7.1 The locations listed on the following pages are facilities includes in the water treatment bid. The City of Detroit reserves the right to add, subtract and/or modify this list at any time.

Location	Address	System
Detroit DPW	2633 Michigan	Steam Boiler & Hot Water Boiler
DPD 2 <sup>nd</sup> Precinct	13350 Lesure	Hot Water Boiler
DPD 9 <sup>th</sup> Precinct	11187 Gratiot	Hot Water Boiler
DPD 10 <sup>th</sup> Precinct	12000 Livernois	Hot Water Boiler
DPD 12 <sup>th</sup> Precinct	1441 W. Seven Mile	Hot Water Boiler
DPD Training Center	6050 Linwood Ave.	Hot Water Boiler & Chilled Loop
Heilmann Recreation Center	19601 Crusade	Hot Water Boiler
Lasky Recreation Center	13200 Fenelon	Hot Water Boiler
Patton Recreation Center	2301 Woodmere	Hot Water Boiler
Russell Ferry	5800 Russell	Hot Water Boiler
NW Activities Center	18100 Meyers Road	Cooling Tower & Hot Water Boiler
Adams-Butzel Rec. Center	10500 Lyndon	Hot Water Boiler
Butzel Family Rec. Center	7737 Kercheval	Hot Water Boiler
Williams Rec. Center	8431 Rosa Parks Blvd.	Hot Water Boiler & Chilled Loop
DPD NE 11 <sup>th</sup> .	5100 E. Nevada	Hot Water Boiler
Farwell Rec Center	2711 E. Outer Drive	Hot Water Boiler & Chilled Loop
GSD Davison	8221 W. Davison	Hot Water Boiler
Historic Fort Wayne	6325 W. Jefferson	Steam Boiler
City of Detroit Boat House	Belle Isle	Steam Boiler
DFD Fire Boat	Riverside Park	Steam Boiler
DPD Mounted Police	Palmer Park	Steam Boiler
GSD East	5650 Conner	Steam Boiler
GSD West	22000 Joy Road	Steam Boiler
DPD Sherwood	17825 Sherwood	Steam Boiler & Chilled Loop
Coleman Young Rec Center	2751 Robert Bradby Dr.	Hot Water Boiler
DFD Engine 9	3737 Lafayette	Hot Water Boiler
DFD Engine 17	6100 Second Blvd	Steam Boiler
DFD Ladder 19	10700 Shoemaker	Steam Boiler
DFD Ladder 22	6830 McGraw	Steam Boiler
DFD Engine 23	1818 E. Grand Blvd	Steam Boiler
DFD Engine 26	2200 Crane	Steam Boiler
DFD Engine 29	7600 W. Jefferson	Steam Boiler
DFD Engine 30	16543 Meyers Rd	Hot Water Boiler
DFD Engine 31	1697 W. Grand Blvd	Steam Boiler
DFD Engine 33	1041 Lawndale	Steam Boiler
DFD Engine 34	6535 Livernois	Steam Boiler
DFD Engine 35	111 Kenilworth	Steam Boiler
DFD Engine 39	8700 14 <sup>th</sup> Street	Hot Water Boiler
DFD Engine 40	13939 Dexter	Hot Water Boiler



DFD Engine 41	5000 Rohns	Steam Boiler
DFD Engine 42	6324 W. Chicago	Steam Boiler
DFD Engine 44	35 W. Seven Mile	Steam Boiler
DFD Engine 46	10101 Knodell	Steam Boiler
DFD Engine 50	12985 Houston Whittier	Steam Boiler
DFD Engine 51	18236 Livernois	Steam Boiler
DFD Engine 52	5029 Manistique	Steam Boiler
DFD Engine 53	15127 Greenfield	Steam Boiler
DFD Engine 54	16825 Trinity	Steam Boiler
DFD Engine 55	18140 Joy Road	Steam Boiler
DFD Engine 56	18601 Ryan Road	Steam Boiler
DFD Engine 57	13960 Burt Road	Steam Boiler
DFD Engine 58	10801 Whittier	Steam Boiler
DFD Engine 59	17800 Curtis	Steam Boiler
DFD Engine 60	19701 Hoover	Steam Boiler

## 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.

### **Section 3. Proposal Evaluation and Selection Process**

#### **3.1. MINIMUM QUALIFICATIONS**

Proposals will only be accepted from those firms demonstrating the following:

- Must have five (5) years' experience providing water treatment services of similar scope and size. Provide three (3) references as proof of this experience.
- Respondent(s) representatives must have a minimum of ten (10) years experience in commercial or industrial water treatment for HVAC systems. Must provide representatives resumes as proof of this experience.
- Respondent(s) must have a person on staff with State of Michigan Pesticide Applicator Certification. Must provide proof of this certification.

#### **3.2. INSURANCE INFORMATION**

TYPE	AMOUNT NOT LESS THAN:
Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage
Commercial General Liability Insurance (Broad Form Comprehensive)	\$2,000,000.00 each occurrence \$4,000,000.00 aggregate
Workers' Compensation	Michigan Statutory minimum
Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
Pollution Liability	\$1,000,000.00 each occurrence

#### **3.3. 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.

#### **3.4. QUESTION DEADLINE**

**All questions regarding the RFP 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 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.

### 3.5. **EVALUATION CRITERIA**

Technical Proposals will be evaluated before Cost Proposals are reviewed.

<b>Proposal Evaluation Criteria</b>	<b>Possible Points</b>
1. Experience & References	30 points
2. Capacity	20 points
3. Pricing	15 points
<b>Total Points Possible</b>	<b>65</b>

#### PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

<b>Proposal Evaluation Criteria</b>	<b>Possible Points</b>
1. Detroit headquartered business	15points
2. Detroit based business	5 points
<b>Total Points Possible</b>	<b>15</b>

Maximum points for phase two not to exceed fifteen (15) points.

#### PHASE THREE CRITERIA ECONOMIC DEVELOPMENT & CONTRACT PERFORMANCE OF PRIME AND SUBCONTRACTOR(S)

<b>Proposal Evaluation Criteria</b>	<b>Possible Points</b>
1. Detroit headquartered business	20 points
2. Detroit based business	10 points
<b>Total Points Possible</b>	<b>20</b>

Maximum points for phase three not to exceed twenty (20) points.

### 3.6. **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.

### **3.7. 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.

### **3.8. REJECTIONS, MODIFICATIONS, CANCELLATIONS**

The City of Detroit expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all 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.

### **3.9. 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.

## **Section 4. Required Proposal Content and Submission Process**

#### **4.1. 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.

#### **4.2. 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# 185632:

<b>Required Response Item</b>	
<b>1.</b>	<b>Letter of Transmittal</b> 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.
<b>2.</b>	<b>Attachment A – Respondent Questionnaire</b> Respondent shall provide their Proposal Introduction and Experience / Capacity & Staffing, per the requirements provided in Attachment A.
<b>3.</b>	<b>Attachment B – Proposal Introduction and Solution / Approach</b> Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment B.
<b>4.</b>	<b>Attachment C – Pricing</b> Respondent shall provide their Pricing proposal, per the requirements provided in Attachment C.
<b>5.</b>	<b>Attachment D – Forms, Affidavits and Documents- Award Winners Only</b> 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.
<b>6.</b>	<b>Attachment E – Model Professional Services Contract</b> Respondent shall provide their agreement to the Model Professional Services Contract or note any exceptions provided in Attachment E.

#### **4.3. 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.

#### 4.4. **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.

#### 4.5. **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](http://www.detroitatwork.com) for specific contact information regarding these opportunities.**

Contractors are encouraged to employ innovative approaches, including ethically and responsibly leveraging artificial intelligence and advanced technologies, to enhance goods delivery, services, and operational performance. Vendors using AI solutions will be asked to provide information on how the AI solution functions.

**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 - Pricing**

**Attachment D - Forms, Affidavits and Documents-(Award winner only)**

**Attachment E - Model Professional Services Contract**

**Attachment F - Combined Corporate Accountability and Workforce Safety Affidavit**

**Attachment G - Resume Instructions**

**Attachment H – Organizational Chart**

**Attachment I – Staff Roster**

**Attachment J - References**

**Attachment K – General Affidavit**