

CITY OF DETROIT OFFICE OF CONTRACTING AND PROCUREMENT REQUEST FOR PROPOSALS

REVISED RFP NO. 185622 Paint Supplies and Repair Services for CDD

Buyer: Aroya Rush

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	Friday, March 14, 2025
PROPOSAL DUE DATE *	Wednesday, April 30, 2025 @ 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.

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

Proposals must be uploaded in <u>Oracle</u> 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 the 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 paint, primers, paint mixers, rollers, brushes, removers (Elephant Snot), buckets, scrapers, extenders, plastics (for spiller prevention), color pallets. Along with, repair services for power washers, paint tools, and sprayers.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The City of Detroit Construction and Demolition Department is seeking qualified vendors to provide: Paint, primers, paint mixers, rollers, brushes, removers (Elephant Snot), buckets, scrapers, extenders, plastics (for spiller prevention), color pallets. Along with, repair services for power washers, paint tools, and sprayers.

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 contractors shall provide:

- An on-call mobile repair person to provide relatively immediate service for paint sprayers, power washers, and the SNOT machine.
- Provide technical/troubleshooting support (virtually/on the phone) for machines and other paint equipment.
- Various paint types in various sizes. (Oil-based, Latex, Enamel etc).
- Paint brushes, rollers, extenders, sprayers, spray hoses, power washer accessories, among others.
- Delivery services for the items purchased, unless stated otherwise.
 - o Delivery to 6333 Huber St., Detroit, MI 48211.

Vendor must:

- Provide paint and paint supplies as requested
- Must be an established authorized agent to provide items as specified
- Have the capability of delivering paint and paint supplies to the City location requested.
- Have paint and paint supplies in stock for pickup by the City when necessary.
- Provide repair services for paint application and removal devices.
- Provide a written estimate of repairs and have all repairs pre-approved by the City.

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- Be a reputable firm regularly engaged in performing repairs
- Be adequately equipped to supply all the paint and painting supplies requested by the City of Detroit (Facilities Maintenance Division).
- Be able to utilize the manufacturer's warranty, rebates, or other warranties before billing to the City of Detroit for any repair work.
- Must have an inventory of sufficient size and quantities to provide the necessary tools and supplies in allowable time as specified by the City.
- Able to provide on-call mobile repair services for paint and paint removal machines (during business hours).

The Construction and Demolition Department reserves the right to inspect all repair facilities. Facilities must be in operation prior to contract being awarded. The City of Detroit reserves the right to reject bids based upon information gathered during inspection. Size of facility and adequacy of personnel and equipment will be considered in determining award.

TECHNICAL INFORMATION

Vendors must provide: Labors rates for repairs; costs for part replacements; costs for paint and paint accessories; delivery charges; and ETAs for purchased products and on call services. Failure to provide any of this information will be viewed as a contract violation and thereby make any payment for the respective service null and void. Failure to provide the requested services after 5 times will result in the termination of the contract.

REPAIR SCHEDULE

All scheduled repairs are required to be completed within (1) one to (3) three business days after the Vendor have received the O.K. to perform repairs, based on the quote the vendor has submitted to the Construction and Demolition Department, Facilities Maintenance Division

The City of Detroit reserves the right to reject low bids offering an unsatisfactory repair schedule.

ESTIMATE AND INVOICING

The vendor must submit a detailed estimate of total repair cost for each job to the Facilities Maintenance Division for evaluation before it is released for repair. Vendor will be held to estimate unless additional work is discovered and authorized by the using Department. The vendor's final invoice must itemize number of hours of labor required for each job and shall clearly detail parts and material furnished indicating part number, make and price.

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.

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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 paint supplies and repair services for power washers, paint tools, and sprayers. Provide three (3) references as proof of this experience.
- Must be located within a 25 mile radius of the City of Detroit.
- Must be able to deliver to 6333 Huber St., Detroit, MI 482111.
- Must have requested supplies in stock and available for pickup when necessary. Proposal must include an address for the pick up location.

3.2. ADHERENCE TO TERMS OF PROPOSALS

A proposal once accepted by the City of Detroit may become a binding contractual obligation of the Respondent. The failure of a successful Respondent to accept this obligation and to adhere to the terms of the Respondent's proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent. Respondents are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

3.3. QUESTION DEADLINE

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

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3.4. EVALUATION CRITERIA

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
1. Experience	30
2. Capacity	20
3. Pricing	15
Total Points Possible	65

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Proposal Evaluation Criteria	Possible Points
Detroit headquartered business	15
2. Detroit based business	5
Total Points Possible	15

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

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

Proposal Evaluation Criteria	Possible Points
Detroit headquartered business	20
2. Detroit based business	10
Total Points Possible	20

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

3.5. EVALUATION PROCEDURE

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable.

The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete.

The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

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

3.6. ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request oral presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Respondents will be notified by the Office of Contracting and Procurement of the date, time and location for oral presentations.

3.7. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to:

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

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

3.8. PROTESTS

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

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

At a minimum, such protests shall include:

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

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

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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 # 185622:

Req	Required Response Item		
1.	Letter of Transmittal		
	The prospective respondent's proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it,		
	or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.		
2.			
	Respondent shall provide their Proposal Introduction and Experience / Capacity &		
	Staffing, per the requirements provided in Attachment A.		
3.			
	Respondent shall provide their Proposal Introduction and Solution / Approach, per the		
	requirements provided in Attachment B.		
4.	8		
	Respondent shall provide their Pricing proposal, per the requirements provided in		
	Attachment C.		
5.	Attachment D – Forms, Affidavits and Documents- Award Winners Only		
	Respondent will be required to provide their completed Forms, Affidavits, Insurance and		
	Documents, if they are selected as the award winner provided in Attachment D.		
6.	Attachment E – Model Professional Services Contract		
	Respondent shall provide their agreement to the Model Professional Services Contract or note any exceptions provided in Attachment E.		

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

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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 <u>must</u> 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	Mondays, 10:30 AM	Thursdays, 1:00 PM	
Supplier Profile Updates	Mondays, 11:30 AM	Thursdays, 1:30 PM	
Responding to Bids	Mondays, 9:30 AM	Fridays, 9:30 AM	
Invoicing	Tuesdays, 1:30 PM	Fridays, 11:30 AM	
Online Office Hours (General)	Tuesdays, 3:00 PM	Wednesdays, 9:30 AM	

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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)

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- 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

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for your hiring needs. Visit the Detroit At Work website at 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.

<u>For purposes of this Article</u>: "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.

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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 - Price Sheet

Attachment D – Forms, Affidavits and Documents

Attachment E - Model Professional Services Contract

Attachment F – Staff Roster

Attachment G – References

Attachment H – Leadership Team Resumes

Attachment I - Combined Affidavit of Workforce Safety & Corporate Accountability

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