



DETROIT PUBLIC LIBRARY

REQUEST FOR PROPOSAL (RFP) SECURITY COVERAGE AT DETROIT PUBLIC LIBRARY BRANCHES II

Bid Submitted by:

DPL-LD-2128

#N20360

Date of Issue: March 18, 2022

Bid Due Date: April 06, 2022 @ 3:00 pm



DPL-LD-2128

The Detroit Public Library is requesting sealed bids from qualified bidders to furnish a general contractor to manage ***SECURITY COVERAGE AT DETROIT PUBLIC LIBRARY BRANCHES II.***

Bids are to be addressed and submitted electronically via www.Bidnet.com, in accordance with the bid instructions and all other requirements as referenced in this document. Bids will be received until ***April 06, 2022 @ 3:00 pm*** local time, after which no other bids will be accepted. The Procurement Department will publicly record all bids at that time. No other public disclosure will be made until after award of contract.

INSTRUCTIONS TO BIDDERS

1. Firms responding to this Request for Proposal (“RFP”) shall submit their proposal in the overall format as outlined in this solicitation.
2. Bidders shall submit **one original copy**, electronically, identifying the response as follows:

- Bid Title: **SECURITY COVERAGE AT DETROIT PUBLIC LIBRARY BRANCHES II**
- Project Number: DPL-LD-2128; #N20360
- Bid Due Date: **April 06, 2022 @ 3:00 pm**
- Company’s name and address

Bid must be signed to be acceptable

No telephone, electronic, or facsimile bids will be considered unless otherwise stated within this document.

3. There will be a mandatory pre-proposal conference, as follows:

**SECURITY COVERAGE AT DETROIT PUBLIC LIBRARY BRANCHES II
RFP Pre-Proposal Meeting**

Topic: RFP-LD-2128 SECURITY COVERAGE AT DETROIT PUBLIC LIBRARY BRANCHES II

Time: Mar 28, 2022 11:00 AM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/88333562164?pwd=d2xkTVg4L0lOZmNKVElId0NySU NNQT09>

Meeting ID: 883 3356 2164

Passcode: 607450

One tap mobile

+19292056099,,88333562164#,,,,*607450# US (New York)

+13017158592,,88333562164#,,,,*607450# US (Washington DC)

Dial by your location

+1 929 205 6099 US (New York)

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)
Meeting ID: 883 3356 2164
Passcode: 607450
Find your local number: <https://us06web.zoom.us/j/kuaUh1RcV>

4. **Late Bids will not be accepted or considered.** It is the responsibility of the Proposer to ensure that the bid is uploaded electronically prior to the date and time indicated. Telephone quotes will not be accepted. Time and date validation will occur in the Bidnet system and bids cannot be uploaded after the deadline.

5. **VENDOR CHANGES OR ALTERATIONS TO BID DOCUMENTS INCLUDING SPECIFICATIONS MAY RESULT IN A BID BEING CONSIDERED NON-RESPONSIVE.** The only authorized vendor changes to a bid document will be in the areas provided for a bidder's response, including the "Exceptions" section of the bid proposal. If a change or alteration to the documents is undetected and the bidder is awarded a contract, the original terms, conditions, and specifications in the Authorized Version of the bid document will be applicable during the term of the contract. The Detroit Public Library shall accept NO CHANGES to the bid document made by the Vendor unless those changes are set out in the "Exceptions" provision of the Authorized Version of the bid document. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the bid document. Any Vendor who submits a bid and later claims it had no knowledge of any changes, modifications or additions made by the Detroit Public Library to the Authorized Version of the bid document, shall be bound by the bid, including any changes, modifications or additions to the Authorized Version. If a bid is awarded to a Vendor who claims that it had no knowledge of the changes, modifications or additions made by the Detroit Public Library to the Authorized Version of the bid, and that Vendor fails to accept the bid award, the Detroit Public Library may pursue costs and expenses to re-bid the item from that Vendor.

The Authorized Version of the bid document shall be that bid document appearing on the MITN website with any amendments and updates. The Detroit Public Library officially distributes bid documents from the Procurement Department or through the Michigan Intergovernmental Trade Network (MITN) website. Copies of bid documents obtained from any other source are not considered official copies. Only those vendors who obtain bid documents from either the Procurement Department or the MITN website are guaranteed access to receive addendum information, if such information is issued. If you obtained this document from a source other than the sources indicated, it is recommended that you register on the MITN website, www.bidnetdirect.com and obtain an official copy.

6. Bids must be dated and signed by a duly authorized partner or corporate officer, with that person's name and title clearly identified. No bid shall be withdrawn for ninety (90) days from the submission deadline unless otherwise stated in the bid document.

7. The Detroit Public Library reserves the right to:
 - a. Reject any and all bids received as a result of this IFB.
 - b. Waive or decline to waive any informalities and any irregularities in any bid received.
8. The selected vendor will be required to assume responsibility for all goods and services offered in the bid, whether or not the bidder produces them. Further, the selected vendor shall be the sole point of contact and responsibility with regard to all contractual matters, including payment of any and all charges resulting from the contract. All bids and other materials submitted shall become the property of the Detroit Public Library.
9. All changes in the IFB documents shall be through written addendum and furnished to all bidders. Verbal information obtained otherwise will not be considered in awarding of the bid.
10. Public Recording

A virtual meeting has been established for any prospective proposers that may be interested in the public recording of bids for the Detroit Public Library. Please see the following link for the public recording of the bids:

Topic: Public Recording DPL-LD-2128 Security Coverage at Detroit Public Library
Time: Apr 6, 2022 03:00 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us06web.zoom.us/j/86913541014?pwd=eVdiSFhBaWdESU9pUzM2OXFFd0pgUT09>

Meeting ID: 869 1354 1014

Passcode: 667046

One tap mobile

+13017158592,,86913541014#,,,,*667046# US (Washington DC)

+13126266799,,86913541014#,,,,*667046# US (Chicago)

Dial by your location

+1 301 715 8592 US (Washington DC)

+1 312 626 6799 US (Chicago)

+1 929 205 6099 US (New York)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

+1 669 900 6833 US (San Jose)

Meeting ID: 869 1354 1014

Passcode: 667046

Find your local number: <https://us06web.zoom.us/j/kcOSRB04Ez>

11. Security Coverage Procurement Timeline

Activity	Due Date
RFP Posted publicly	March 18, 2022
Pre-Proposal Meeting	March 28, 2022 @ 11:00 am
Supplier Clarification Questions Due	March 29, @ 3:00 pm
DPL response to Questions by COB	April 1, 2022
Proposals Due	April 06, 2022 @ 3:00 pm
Vendor Presentations	April 19, 2022 (tentative)
Commission Approval of Award Recommendation	TBD
Contracting and Project Implementation	TBD

REQUEST FOR PROPOSAL SECURITY COVERAGE AT DETROIT PUBLIC LIBRARY BRANCHES II

1. INTRODUCTION

Detroit Public Library (DPL) requests proposals from qualified firms to provide Security Coverage for the Detroit Public Library.

2. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of five years (5) years of experience providing the services requested in the RFP for projects of similar scope and size.

3. ADHERENCE TO TERMS

A proposal once accepted by the Library, 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.

4. REJECTION OF PROPOSALS

The Library expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the Library determines and/or to take any other appropriate action that is in the best interest of the Library.

5. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP it will be a Detroit Public Library Professional Services Contract. Any renewal option exercised under this contract is effective only after the approval of the Detroit Library Commission and the Chief Financial Officer. The Library anticipates a single award as a result of this RFP.

6. GENERAL SPECIFICATIONS

The Detroit Public Library is seeking a security contractor to provide security services at 20 of its 21 neighborhood branches. The branch names and locations are included in the specifications of this document.

Respondent, if awarded a contract, agrees to begin security services on a mutually agreed date and after receipt of Signed Contract and Purchase Order. The awarded contract will be for fiscal year 2023, with the option to renew the contract for a second, and a third fiscal year. The renewal option will be based on satisfactory performance as determined by the Assistant Director of Security Operations or appointed representatives of the Detroit Public Library.

The Detroit Public Library is the largest library system in the State of Michigan. The Main Library and its 21 neighborhood branches make it one of the most valuable and accessible public institutions in Metropolitan Detroit.

Detroit Public library customers reflect a microcosm of today's society. Typical library users include families, students, children working on projects, as well as homeless people, stalkers, adults who lurk in children's areas and gangs of undisciplined youth. Today, library staff often find themselves serving as protectors and enforcers of discipline, which can place them on the receiving end of threats and harassment.

7. SCOPE

The following General Guidelines specifications are intended as a guide for the minimum requirements

Uniformed Security Officers:

The Detroit Public Library requires a dedicated security officer(s) per branch location. Some locations may require two security officers. The contractor will provide unlimited alarm runs; calls for extra officers for special events as well as calls to replace an officer, with no limit on how many times the Detroit Public Library can call the contractor for coverage and no surcharges. The contractor must be licensed in the State of Michigan, fully insured and bonded. Security officers must be trained through a Security Officer Training Program provided by the contractor and approved by the Assistant Director of Security Operations. Each officer could be interviewed by the Assistant Director of Security Operations prior to assignment to any of our locations.

The security officers will follow the branch post orders security officers should be available to customers and employees for assistance as it pertains to security. Services include, but are not limited to:

- Monitoring and patrolling the service environment and library grounds, including parking lots.
- Monitoring closed circuit television (where available)
- Ensuring a safe service environment.

- Assisting Detroit Public Library staff to enforce Standards of Library behavior for customers.
- Managing problematic situations.
- Escorting problem customers to exit.
- Escorting staff and customers to vehicles as needed.
- Summoning law enforcement or medical assistance as requested by Branch Manager or Librarian in Charge.
- Enforce Covid-19 protocols

The security officers must be alert and articulate and able to manage crowds. The officers must be trained to work with people of different age groups, diverse backgrounds, ethnicities and orientations.

The service contractor must demonstrate an ability to provide superior service in a cost-efficient manner. The contractor must also exhibit the ability and commitment for hiring a caliber security officer that is professional, intelligent and dedicated.

Quality Assurance:

The contractor must provide the Detroit Public Library with proof of quality assurance measures. The contractor must provide a level of security service that meets the Detroit Public Library's expectations and standards. The quality assurance measures shall include:

- A comprehensive security programs customized for the Detroit Public Library
- Regular quality evaluations and feedback
- Security inspections
- On-going training, to ensure that security officers are meeting the high-level of service expectations outlined in the post orders.

Communications:

The contractor must designate a person of authority on their management team to represent the service. Duties and responsibilities of the designated individual include, but or not limited to:

- The person of authority must be reachable 24 hours a day, 7 days a week by phone.
- A second or alternate person must also be reachable through similar means.
- A dispatcher or designated contact must be available to address scheduling and other problems without delay.
- Scheduling and participating in meetings with the Detroit Public Library's Assistant Director of Security Operations to verify and reconcile payments.
- Making scheduled/unscheduled on-site inspections of assigned security officers at branch locations, at least two visits per week.
- Meeting with branch managers to discuss and evaluate job performance of security officers and filling out appropriate Detroit Public Library/Service forms.
- Assigning regular security officers, replacements, and substitutes in an expedient and professional manner.
- Maintaining accurate and detailed records of time worked for each security officer assigned to branch locations.

Selection:

Officers selected for assignment to Detroit Public Library branches must be physically capable of assisting in an emergency evacuation, present an acceptable uniformed deterrent to criminal activity, be able to lift and operate fire extinguishers, be capable of understanding and being understood in English, and meet the following minimum qualifications:

- Minimum 18 years of age
- Citizen of the United States or lawful permanent resident or alien authorized to work in the U.S.
- Possession of valid government issued identification to include driver's license, or current passport, or state issued identification
- High School Diploma, or GED
- First Aid/CPR and/or AED training is preferred
- Ability to converse, read, write, understand, and be understood in English
- Ability to remain standing or walking for up to eight hours
- Ability to lift a 50-pound fire extinguisher
- Ability to lift a small child and/or assist in the evacuation of disabled persons
- Proof of completion of a successful drug screen within 30 days of assignment.

Training:

Training prior to assignment by the contract service may include any combination of training by video, textbook, or classroom training. In addition, each officer assigned to work at any Detroit Public Library branch, or as supervisors overseeing officers assigned to Detroit Public Library branches will be required to complete the "hands-on" instruction in the following subjects:

- Emergency Operation Procedures (branch specific)
- Officer Conduct and Ethics
- Legal Definitions and Restrictions
- Report Writing
- Non-Use of Force and Use of Force Continuum
- Wearing of the Uniform
- Protection Library Collections and Patrons
- Emergency Evacuations and Response
- Use of Fire Extinguishers
- Emergency Medical Response
- Conflict Resolution
- Customer Service
- Patrolling

Following successful completion of the training program officers assigned to the Detroit Public Library will be required to complete a minimum of 8 hours "on the job" site specific training conducted by Detroit Public Library Security staff. Periodic training classes for Contract Security Officers working in the Detroit Public Library branches will be presented annually, and are mandatory for assigned officers. Costs for these training sessions will be borne by the contractor.

Duties:

The Detroit Public Library Branch Manager will provide daily supervision of the officer(s) assigned to Detroit Public Library Branch. However, the Assistant Director of Security Operation has complete operational control. Officer(s) will submit written reports to the Detroit Public Library Assistant Director of Security Operations. Each officer should complete:

- Incident Report Form for unusual activities/incidents
- Suspicious Activity Report Form for suspicious activities/incidents
- Other forms as may be required by Detroit Public Library
- Officers are subject to and required to comply with the following **General Orders** (Post Orders for each assigned branch will be provided at the time of assignment. General orders may be amended by DPL at any time.)
- Report for duty no less than fifteen minutes prior to starting time in full uniform.
- Uniforms must be cleaned and pressed; fit properly and worn in a proper manner.
- Shoes must be black, clean and shined as appropriate. No non-issue accessories are authorized.
- Officers will carry a note pad and pen at all times
- Facial piercing/jewelry other than earrings may not be worn during assigned duty hours.
- Weapons of any type are not permitted on the officer's person or on Detroit Public Library property.
- Officers will not have visitors at any time during the assigned shift.
- Officers will be required to patrol throughout the day including checking the parking areas periodically.
- Officers are not permitted to read, utilize computers or personal cell phones, except on authorized breaks or to complete official reports.
- All breaks must be taken within the branch building and officers will remain alert, available to respond to requests for assistance.
- Officers will not perform tasks not related to the security assignment.

24/7 Emergency Response:

Contract security agency will be required to respond to emergency situations at the Detroit Public Library branches at any time, including after hours, weekends, and holidays. Response must be by a qualified supervisory security officer who meets the minimum standards as addressed above. Officers responding to emergencies may be equipped with defensive weapons only, and must be certified in the use of assigned defensive weapons. In the event of a reported after-hours building alarm, an initial call from Detroit Public Library security, the contractor's designated security officer(s) will be dispatched to the specified branch location. It is expected that the contractor will respond within thirty minutes. Upon completing the building inspection, the dispatched security officer will report their findings to Detroit Public Library Security Operations. In case of break-ins, the contracted security officer must remain on site until the building is secured by the appropriate board-up service. It is agreed that the Detroit Public Library's Assistant Director of Security Operations will provide the contractor with the appropriate keys and access codes to all Detroit Public Library branch locations for use during after-hours responses.

Optional Patrols:

Contract agency selected for service at the Detroit Public Library branches may also be requested to provide nightly patrols of all branch facilities. These patrols would include irregular external tours of each building no less than twice between the hours of 8pm and 8am. Information regarding the agency's ability to perform such patrols should be included as an attachment to your proposal.

Security Officers Schedules:

Contracted security officers are expected to work Detroit Public Library public service hours, as designated by the Detroit Public Library. Occasional exceptions to the regular work schedule may occur. Proper scheduling is the responsibility of the contractor. The Detroit Public Library will not pay for deficiencies in contractor's scheduling. If a Library branch is or has to be closed due to unforeseen circumstances or building issues, the Security Officers will be paid for time worked only.

References:

The contractor must provide a list of contact information for at least three existing clients. DPL may choose to visit and talk with the clients on your reference list.

Insurance:

The contractor must provide records of liability claims for the past 10 years, along with written proof from the agent or carrier of your liability insurance. If a contract is awarded, the contractor will be required to include the Detroit Library Commission as an additional named insured, so that the Detroit Library Commission will be advised in the event of a policy lapse. Coverage should include the following:

- Comprehensive general liability insurance with combined single limits of \$1,000,000.00 per occurrence subject to a minimum aggregate limit of \$2,000,000.00.
- Worker's compensation insurance with Michigan statutory limits and Employers Liability insurance with minimum limits of \$1,000,000.00 each accident, \$1,000,000.00 each disease, \$1,000,000.00 each disease/each employee.
- 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.
- Assault and battery endorsement
- Personal injury endorsement
- Property damage endorsement
- Errors and omissions endorsement

Performance Bond:

The successful bidder shall furnish a corporate surety bond in an amount equal to 100% of the Contract payment amount, as security for the faithful performance of the Contract.

Backup Service:

The contractor should have the ability to provide additional support for emergency situations.

Background Investigation:

The contractor must conduct a background check of all officers before they are assigned to the Detroit Public Library. The Detroit Public Library may occasionally request access to the assigned officer's background check information

Post Orders and Security Forms:

The contractor shall provide officers with a comprehensive, easy to understand instruction manual specifically covering the operations at the Detroit Public Library. The Detroit Public Library Assistant Director of Security Operations will develop post orders for the Detroit Public Library branch location. Post orders will be updated annually. Security officers can suggest changes as they discover deficiencies, new problems or situations not covered in the manual. These changes should be directed to the contractor's account manager.

Award of Contract, Rejection of Bids:

The contract will be awarded to the responsive, responsible bidder submitting the successful proposal complying with the conditions of the RFP document, providing the response is reasonable and it is in the best interest of the Detroit Public Library to accept it. The bidder to whom the award is made will be notified of such award at the earliest practicable date. The Detroit Public Library, however, reserves the right to reject any and all responses, for any reason whatsoever without recourse from respondent, and to waive any irregularity in responses received, whenever such rejections or waiver is determined by the Library to be in its best interests.

The Detroit Public Library also reserves the right to reject the response of any respondent who has failed to perform properly, or to complete on time, a contract of a similar nature, or who, in the opinion of the Detroit Public Library, is not in a position to perform the contract. In addition to the criteria above for determining the lowest responsive-responsible respondent, consideration will be made as to the respondent involved:

- 1.) Maintain a permanent place of business that you currently occupy, and perform daily operations from.
- 2.) Have adequate employees available to staff branches properly.
- 3.) Have suitable financial resources to meet the obligations incident to the work.
- 4.) If you do not meet the above criteria, **this shall be grounds** for rejection of RFP submittal.

THE USE OF A SUBCONTRACTOR OR SUBCONTRACTED EMPLOYEES WILL NOT BE PERMITTED.

In the response to this RFP it is required to provide the monthly/annual cost based on 20 locations and a 40 hour per week figure, along with the hourly rate for straight time and the hourly rate for after hours, weekend, holiday, and service for alarm response.

All questions pertaining to this RFP must be submitted in writing to the Purchasing contact listed above. Any related addendum to this RFP, including written answers to questions, will be posted on the Detroit Public Library's official website at www.detroitpubliclibrary.org under

Bids and Proposals, and under the appropriate project heading. Addendums and updates will **NOT** be sent directly to vendors. It is recommended that participating vendors check the website daily for updates after release date. Security service vendor should print out, sign and return addendum acknowledgement(s) with their RFP response. Failure to do so shall be grounds for disqualification.

To ensure fair consideration for all bidders, the Library prohibits communication regarding the solicitation to or with any department, division, or employee during the submission process, except as expressly set forth in this solicitation. Additionally, the Library prohibits communications initiated by the bidder (or on the bidder's behalf) to any Library official, or employee evaluating or considering the bid regarding the solicitation (up to and including any Director or Commissioner), prior to the time of the **award decision** has been made. **Prohibited communications initiated by the bidder shall be grounds for disqualifying the offending bidder from consideration for award of the bid and/or any future proposal.**

Branch Locations

- | | |
|----------------------|--------------------------------|
| 1. Bowen Branch | 3648 W. Vernor |
| 2. Campbell Branch | 8733 W. Vernor |
| 3. Chandler Park | 12800 Harper |
| 4. Chaney Branch | 16101 Grand River |
| 5. Chase Branch | 17731 W. Seven Mile |
| 6. Conely Branch | 4600 Martin Road |
| 7. Douglass Branch | 3666 Grand River |
| 8. Duffield Branch | 2507 W. Grand Blvd. |
| 9. Edison Branch | 18400 Joy Road |
| 10. Elmwood Park | 550 Chene |
| 11. Franklin Branch | 13651 E. McNichols |
| 12. Hubbard Branch | 12929 W. McNichols |
| 13. Jefferson Branch | 12350 E. Outer Drive |
| 14. Knapp Branch | 13330 Conant |
| 15. Lincoln Branch | 1221 E. Seven Mile |
| 16. Monteith Branch | 14100 Kercheval |
| 17. Parkman Branch | 1766 Oakman Blvd. (2 Officers) |
| 18. Redford Branch | 21200 Grand River |
| 19. Sherwood Forest | 7117 W. Seven Mile |
| 20. Wilder Branch | 7140 E. Seven Mile Road |

For the purpose of responding to this RFP, it is solely the responsibility of each respondent to visit each site if necessary; the Detroit Public Library will not furnish a time, personnel, or a date to do so.

The Detroit Public Library reserves the right to add or delete locations at any time it deems necessary. The contract will be adjusted accordingly to those additions or deletions at the time of the occurrence.

The Detroit Public Library is a tax-exempt entity.

Cost Proposal Sheet

Total annual cost (19 branches at 40-hours week, & 1 branch at 80 hrs)\$ _____

Annual cost broken down to an hourly straight time rate \$ _____

Hourly overtime rate for hours over 40 hours a week \$ _____

Hourly rate for after-hours alarm response service \$ _____

8. AWARD

The Library reserves the right to accept or reject any and all quotes, to make a partial award, or to make a multiple Contractor award. The acceptance or rejection of any or all quotes and the making of an award or a partial award will be at the sole discretion of the Library. The Library reserves the right to request additional information. The contract shall be awarded to the lowest, responsive, responsible bidder or bidders as determined by the Library.

9. CLARIFICATION OF QUOTES

The Library reserves the right to obtain clarification of any point in the quote or to obtain additional information necessary to properly evaluate a particular quote. Failure of a Contractor to respond to such a request for additional information or clarification could result in rejection of the quote.

10. ACCEPTANCE OF RFP TERMS

A quote submitted in response to this RFP shall constitute a binding offer. The supplier shall identify clearly and thoroughly any variation between its offer and this IFB. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance. Contractor's authorized representative may withdraw quotes only by written request received before the quote due date.

11. PAYMENT TERMS

Payment will not be authorized until a final inspection and approval has been completed. Additionally, all invoices shall be submitted electronically to accountspayable@detroitpubliclibrary.org. All invoices shall be clearly legible and contain the following information:

1. Company Name, Address and Phone Number
2. Unique Invoice Number
3. Accurate Item Description
4. Quantity
5. Unit Price
6. Net total cost, after any applied discount
7. Purchase Order Number
8. Date and Location of Delivery

It is the responsibility of the successful bidder to submit a properly completed invoice. Failure to submit a proper invoice will result in delay of payment.

12. QUESTIONS

Upon release of this RFP, all proposer communications concerning the solicitation should be directed to the Library's Procurement Manager listed below via www.bidnetdirect.com.

Unauthorized contact regarding this RFP with any other Library employees may result in disqualification. Any oral communications will be considered unofficial and non-binding on the Library. Service Providers should rely only on written statements issued by the Library's Procurement Manager.

The Library's Procurement Manager for this project is:

Name: Leiann Day

Address: Detroit Public Library, 5201 Woodward Detroit, MI 48202

Email: lday@detroitpubliclibrary.org

13. CONTRACT APPROVAL

Upon contract award, the Library and the respondent shall execute a Professional Services Contract, which shall contain all contractual terms and conditions in a form provided by the Library. No contract shall become effective until the contract has been approved by the required Library Departments and Detroit Library Commission and signed by the Library's Chief Financial Officer. Prior to the completion of this approval process, the respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the respondent prior to such approvals; nor shall the Library incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

14. REQUIRED SUBMITTAL INSTRUCTIONS

All proposals must be submitted through www.bidnetdirect.com. Each respondent is responsible for ensuring that its proposal is received by the Library on a timely basis. Faxed or mailed proposals will not be accepted. Firms shall not distribute their proposals to any other Library office or Library employee. Proposals received become the property of the Library. The Library 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 Oracle System. Responses received will not be available for review. Proposals received will be subject to disclosure under applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the Library must sign the proposals. The contact person regarding the proposal should also be specified by name, title, and phone number. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made. Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the Library shall be binding upon Detroit Public Library.

15. ASSIGNMENT

The services to be performed by the respondent shall not be assigned, sublet, or transferred, nor shall the respondent assign any monies due or to become due to him under any contract entered into with the Library pursuant to these specifications, without prior written approval of the Library.

16. MISCELLANEOUS

It shall be the responsibility of the respondent to thoroughly familiarize themselves with the provisions of these requirements. 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 Library as the same now exists or may hereafter from time-to-time be changed in writing.

17. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

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

18. CHANGES IN FACTS

Proposers shall advise the Library during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

19. CONFIDENTIALITY OF PROPOSALS

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded, they are subject disclosure as per the requirements of the Michigan Freedom of Information Act.

20. 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 Library.

21. CHANGES IN PROPOSAL REQUIREMENTS

The Library may make changes to the requirements of this RFP, as it deems necessary. Respondents will be notified by email if any changes are made to the RFP. If changes are made, the Library may, at its discretion, extend the time allowed for submission of proposals.

REFERENCES

Each company shall provide evidence of experience, any required licenses, and list of equipment required to provide the requested services (in an attachment). Also, please provide three (3) references for projects of a similar size and scope as that of the Library.

REFERENCE #1	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL	
YEARS OF EXPERIENCE	

REFERENCE #2	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	
YEARS OF SERVICE	

REFERENCE #3	
COMPANY NAME	
CONTACT PERSON	
ADDRESS	
PHONE NUMBER	
EMAIL ADDRESS	
YEARS OF SERVICE	

Attachment
NON-COLLUSION AFFIDAVIT

IFB Number: _____ Description: _____

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my Firm, its Owner, Directors, and Officers. I am the person responsible in my firm for the price(s) and the amount of the bid.

I state that:

1. The price(s) and the amounts of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of the bid, and either the approximate price(s) or the approximate amount of the bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before the bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or noncompetitive bid.
5. _____, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

—

—

SIGNATURE OF PERSON SUBMITTING BID

BID NOTARY'S SIGNATURE

Subscribed and sworn to before me this _____ day of _____, 20__ in and for _____ County.

My commission expires: _____

Statement of No Proposal

Note: If you do not intend to submit a proposal on this commodity or service, please return this form immediately.

The Purchasing Department of the Detroit Public Library wishes to keep its vendors' list file up-to-date. If, for any reason, you cannot supply the commodity/service noted on the attached solicitation, please complete this form and return to: Detroit Public Library, Procurement Department at 5201 Woodward Avenue, Detroit, Michigan, 48202, to remain on the particular vendor list for future projects of this type.

PLEASE COMPLETE AND RETURN

We the undersigned have declined to submit on this proposal for the following reasons:

- ☐ Specifications to "tight" i.e. geared toward one brand or service (explain below).
- ☐ Specifications are unclear (explain below).
- ☐ We are unable to meet specifications.
- ☐ Our schedule would not permit us to perform
- ☐ Insufficient time to respond to RFP/IFB.
- ☐ We were unable to meet bond requirements.
- ☐ We were unable to meet insurance requirements.
- ☐ We are not able to offer this product or service.
- ☐ Please remove us from your vendor list (explain why below).
- ☐ Other (specify below).

Remarks:

Signed: _____ Title: _____

Firm: _____

Address _____
(Street) (City) (State) (Zip)

Phone: (____) _____ Fax: (____) _____

CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

The prospective company certifies, to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in transactions under any non-procurement programs by any federal, state or local agency.
2. Have not, within the three-year period preceding, had one or more public transactions (federal, state or local) terminated for cause or default; and
3. Are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) and have not, within the three-year period preceding the proposal, been convicted of or had a civil judgment rendered against it:
 - a. For the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public transaction (federal, state or local), or a procurement contract under such a public transaction;
 - b. For the violation of federal or state antitrust statutes, including those proscribing price fixing between competitors, the allocation of customers between competitors, or bid rigging; or
 - c. For the commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

☐ I am able to certify to the above statements:

Company Name

Name and Title of Authorized Representative – Print

Signature of Authorized Representative

Date

☐ I am unable to certify to the above statements (See Attached Explanation).

Certificate of Insurance

- I. The Detroit Public Library has specific certificate of insurance requirements. The Contractor 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 minimum limits of \$500,000.00 each accident, \$500,000.00 each disease, \$500,000.00 each disease/each employee.
 - B. Commercial General Liability insurance with a combined single limit 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 supplier'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 Detroit Public Library, render inadequate the insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the contractor's expense, under valid and enforceable policies.
- III. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the Detroit Public Library.

The Commercial General Liability insurance policy shall name the Detroit Public Library as an additional insured. Certificates of insurance evidencing such coverage shall be submitted to the Business Office, Procurement Department, prior to the commencement of performance under this contract and at least fifteen (15) days prior to the expiration dates.

SIGNATURE PAGE

Prices quoted shall remain firm for 90 days or bid award whichever comes first, except the successful bidder(s), whose prices shall remain firm for the entire period of performance.

NOTE: The undersigned has checked the bid figures carefully and understands that he/she shall be responsible for any error or omission in this bid offer and is in receipt of all addenda as issued.

COMPANY NAME: _____

ADDRESS: _____

TAX ID: _____ *City State Zip*

TELEPHONE NUMBER: (____) _____ FAX NUMBER: (____) _____

E-MAIL ADDRESS: _____

PAYMENT TERMS: _____

WARRANTY: _____

ACKNOWLEDGEMENT:

I, _____, certify that I have read the INSTRUCTION TO BIDDERS and that the bid proposal documents contained herein were obtained directly from the Detroit Public Library or MITN website, www.bidnetdirect.com, and is an official copy of the Authorized Version.

COMPANY REPRESENTATIVE'S NAME:

(Print)

SIGNATURE OF AUTHORIZED COMPANY REPRESENTATIVE:

(Signature) (Date)