



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

**RFP NO. 183122,3
ARPA – GSD – OSSIAN SWEET HISTORIC INTERPRETIVE
CENTER MASTER PLAN**

Buyer: Sonya Clifton
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EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	March 30, 2023
PRE-PROPOSAL CONFERENCE	Thursday, April 13 @ 1:30 pm ET Location: 2915 Garland Street, Detroit, MI 48214
QUESTIONS DUE	Wednesday, May 24, 2023, on or before 4pm ET All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFP.
ANSWERS DISTRIBUTED	Friday, May 26, 2023
REVISED PROPOSAL DUE DATE *	Wednesday, May 31, 2023 @ 4pm ET In the Supplier Portal as specified in Section 4.5 of this RFP.

* Proposals must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed proposals will not be accepted.

Respondents must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database www.detroitmi.gov/supplier. Instructions may be found on the City of Detroit website which includes tutorials on how to register. If you have any questions, please send an email to procurementinthecloud@detroitmi.gov or call (313) 224-4600.



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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 General Services Department (GSD) requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFP to provide engagement support, cultural and historical consulting, and master planning services pursuant to the development of the Master Plan for the Ossian Sweet Historic Interpretive Center. Design and fabrication of the interpretive elements/signage at the Educational Plaza will also be the responsibility of the Contractor.

The City of Detroit is seeking a Contractor with the historical, cultural, and educational competencies to execute the Site Master Plan. The Contractor should be able to demonstrate expertise in facility planning and operations. Prior experience with cultural institutions is preferred. Respondents to this RFP should have significant experience working in Detroit or other locations with similar demographics. An innovative approach to placemaking is preferred and creative proposals will be strongly considered.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

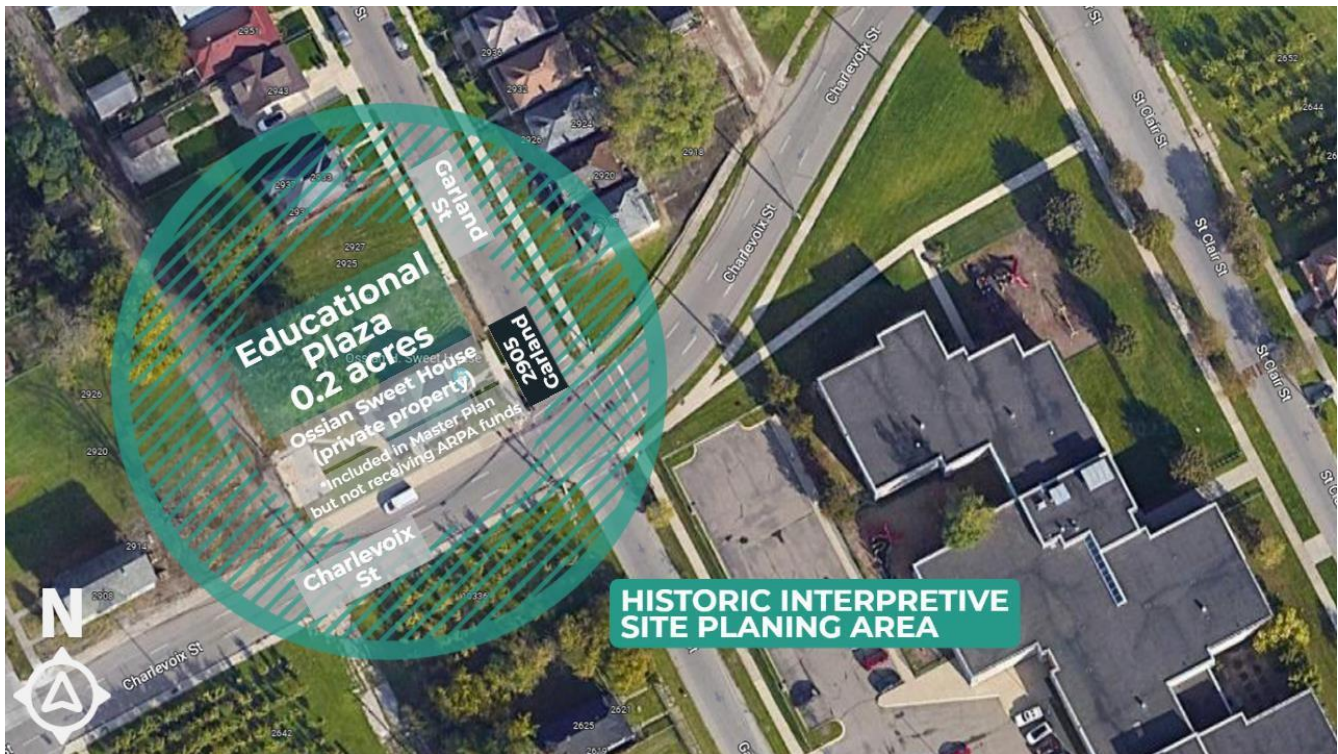
The City of Detroit has received funds from the United States Department of the Treasury (the "Treasury") pursuant to the Coronavirus State and Local Fiscal Recovery Fund under CFDA 21.027 ("ARPA Funds"), under Section 602 and 603 of Title VI the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") (Subtitle M of Title IX of Public Law 117-2); and the City has allocated ARPA Funds to provide funding for appropriate and qualifying expenditures as allowed under the Treasury Guidance Interim Final Rule "Coronavirus State and Local Fiscal Recovery Funds" (86 Fed. Reg. 267878).

The City of Detroit received funding from the American Rescue Plan Act ("ARPA") to fund two initiatives pursuant to the development of a public space that commemorates and memorializes the history and legacy of Dr. Ossian Sweet and the influence of the events that unfolded in 1925: an Historic Interpretive Master Plan and an outdoor Educational Plaza

The Dr. Ossian Sweet House ("the House"), located at 2905 Garland Street, is listed on the National Register of Historic Places and is a registered Michigan State Historical Site (#S0461). The property was the home of an African American physician whose move into a previously all- white neighborhood in 1925, became the site of a racial incident that resulted in a nationally publicized murder trial that significantly impacted the greater Civil Rights movement. Please refer to the Historical Account Appendix A (attached) for the full context.

The House itself is privately owned and operated. While the owner has been amenable to the project and agrees that the House will serve as a major destination within the project boundary, the Master Plan will not include improvements to the physical property or operations. Moreover, ARPA funding cannot be applied to the private property. As such, this project addresses the need for a *publicly accessible* space honoring Dr. Ossian Sweet by creating a campus directly surrounding, but not including the House.

The scope of the overall Ossian Sweet Historic Interpretive Master Plan project is depicted below:



The Ossian Sweet Historic Interpretive Site will be located on the East side of Detroit in District 5 in a neighborhood called, East Village. The cross-streets are Garland Street and Charlevoix Street. The area is currently zoned R2 Single Family Residential. The Dr. Ossian Sweet House is privately owned but should be considered in the interpretive planning. Coordination with the owner will be needed. While most residents in the area have access to a vehicle, the sidewalk conditions at the Site are fair. Hutchinson and Howe Elementary-Middle School is across the street and adjacent to Site.

The Educational Plaza adjacent to Dr. Sweet’s home will encompass the two (2) abutting parcels: 2915 Garland (0.118 acres) and 2921 Garland (0.082 acres). The total acreage of the new Educational Plaza will be approximately .2 acres. The new Educational Plaza will serve a population density of 2,398 residents within a ½ mile with moderate levels of Youth and Senior populations. The City’s General Services Department (GSD) will separately solicit construction bids for the Educational Plaza; however, this RFP includes assistance with the physical site design as well as the interpretive design and fabrication of the interpretive elements/signage for the Educational Plaza as they relate to the overall Site Plan. The Contractor will coordinate with GSD for the placement and installation of the interpretive elements/signage. The property will be owned and maintained by GSD in accordance with other public parks and plazas within the City. One of the most significant challenges of the Ossian Sweet project is introducing a new intensive use to a residential neighborhood. Proposals must consider and address these issues, including but not limited to the projected increase in vehicle activity, specifically tour and school buses, and parking. Wayfinding, traffic calming measures and pedestrian safety should also be considered in the Historic Interpretive Master Plan.



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 two (2) 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 following scope of services represents the baseline expectations the City of Detroit has for the selected Contractor; however, suggestions of alternate processes of equal or better benefit may be considered. The precise final scope of services will be negotiated with the selected Contractor. The Scope of Work is comprised of five (5) tasks:

Task 1: Community Outreach, Strategy, and Implementation

Task 2: Cultural, Historic, and Educational Narrative

Task 3: Cultural and Historical Interpretive Design of Educational Plaza, Design Standards, and Branding Guidelines

Task 4: Fabrication of Interpretive Elements/Signage for the Educational Plaza

Task 5: Ossian Sweet Historic Interpretive Master Plan

The Contractor will:

TASK 1: Community Outreach, Strategy, and Implementation

- i. Assist with the development and implementation of a Community Engagement Strategy for the Master Planning Process and to finalize the design of the Educational Plaza. Provide a timeline indicating goals, tactics, and deliverables.
 1. The Community Engagement Strategy will consist of at least two(2) large-scale community meetings. (Alternate: Cost per meeting)
 2. Monthly stakeholder meetings (Alternate: Cost per meeting)
 3. Focus Group meetings, as necessary
 4. Contractor will provide staffing and technical support (graphics/presentations) for all meetings
 - a. Meetings may be online or in person, as mutually agreed upon
 - b. Snacks/beverages should be provided at Community Meetings
 - c. Contractor assumes the responsibility of translation services
- ii. Assist with community outreach through print and web including but not limited to, social media, local press release(s), flyers, mailers, etc.
- iii. Maintain an active database of key stakeholders to the project

Deliverables: Meeting materials, facilitation, graphics for presentations and social media, snacks/beverages for Community Meetings, feedback summary, and database of stakeholders

TASK 2: Cultural, Historic, and Educational Narrative

- i. Develop Historically Accurate and Culturally Relevant Narrative for the Ossian Sweet Historic Interpretive Site.
 1. Narrative should be deeply rooted in and connected with the Detroit community, as prescribed by the Collaborative Design Process
 - a. Narrative should be easily accessible and understood with special accommodations for Limited English Proficient (“LEP”) individuals, also allowing for ease of translation.
 - b. Narrative should reach multiple age groups [from 8 to 80]
 2. Contractor will work with the Detroit Historical Society and/or other experts to ensure accuracy of information

3. Narrative should tell a compelling and engaging story about the National significance of the Dr. Ossian Sweet House and its place in the Civil Rights Movement

Deliverables: Narrative will provide the framework for the interpretive exhibits, public education strategy, programming recommendations, web content, promotional materials, and overall implementation strategy.

TASK 3: Cultural and Historical Interpretive Design of the Educational Plaza, Design Standards and Branding Guidelines

- i. Develop cultural and historical interpretive design for the Educational Plaza
- ii. Assist City Landscape Architect in site design of Education Plaza and specifications to appropriately accommodate interpretive elements and historic and cultural storytelling.
- iii. Develop cultural and historical interpretive Design Standards (elements/signage) and Branding Guidelines appropriate to the site and conforming with the Historic Interpretive Master Plan
 1. Designs should be interactive and accessible to the general public.
 2. Use of innovative and artistic design is strongly encouraged
 3. Use of technology, such as the development of an application and/or utilization of QR Codes, is expected.
 4. Multilingual elements or translation features are also strongly encouraged
 5. Use of Environmentally Sensitive and Sustainable Design Elements are all also strongly encouraged

Deliverable: Interpretive Design of the Educational Plaza, Design Standards, and Branding Guidelines

TASK 4: Fabrication of Interpretive Elements/Signage for the Educational Plaza

- i. Based on the Design Standards and Branding Guidelines, design and fabricate interpretive elements/signage for the Educational Plaza. Provide a location map, and maintenance plan. Deliver quantity, type, and prototypes for review/approval by City.
 1. Elements/Signage shall be compatible with the outdoors
 2. Elements/Signage should strive toward ADA Universal Accessibility as much as possible, where applicable
 3. Contractor assumes all responsibility for fabrication of Interpretive Elements/Signage
 4. Elements/Signage shall include instructions for repair and replacement
 5. Elements/Signage shall be warrantied for one (1) year
- ii. All work should be coordinated with the following:
 1. Contractor hired to construct educational plaza
 2. City Landscape Architect tasked managing Educational Plaza
 3. Neighborhood stakeholders identified in the Collaborative Design Process

Deliverables: Fabricated Elements/Signage, location map, and repair/replace instructions

TASK 5: Ossian Sweet Historic Interpretive Master Plan

- i. Conduct a review of similar precedents and best practices
- ii. Develop a Historic Interpretive Master Plan for the overall Site, including the educational plaza, surrounding area, and the Dr. Ossian Sweet House, comprehensively outlining the following:



1. Mission, Vision, and Goals
2. Physical site boundaries
3. Organizational Structure, Operations, and Financial Sustainability
4. Site Circulation Plan for public visitation of the Ossian Sweet Historic Interpretive Site
 - a. Plan for the movement of large groups, such as field trips or tours, and the accommodation of buses loading and unloading passengers
 - b. Make recommendations for on-street and off-street parking
 - c. Make recommendations for traffic calming measures for the planning area and, specifically, Charlevoix St should be evaluated.
 - d. Propose interventions necessary to enhance sense-of-place and promote pedestrian activity
 - Wayfinding Elements should be included for the planning area.
5. Maintenance plans (including but not limited to the requirements for the interpretive elements)
6. Interpretation, Exhibition, and Programming
 - a. Public Education Strategy, including K-12 curriculum integration and independent learning
 - b. Interpretive Design Standards and Branding Guidelines will serve as an appendix to the Master Plan.
 - c. Programming strategies, including programming to commemorate the One-Hundred (100) Year anniversary of the September 8, 1925 incident and the Sweet Trials in 2025 should be projected.
 - d.
- iii. Potential long-range expansions of the Site should be outlined and phased. Produce drafts for review and final Ossian Sweet Historic Interpretive Master Plan
 9. Present drafts for review and comment at 30%, 60%, and 90% progress
 10. Final Draft (100%) will be presented at a Community Meeting to be identified at a later date
 11. Finalize Site Master Plan no later than December 15, 2023.

Deliverable: Four (4) Drafts and Final Ossian Sweet Historic Interpretive Master Plan

ADDITIONAL SERVICES: The Contractor shall provide additional services as approved by the City Representative(s) for resolutions to unforeseen complications, necessary revisions, and desired work associated with this project. An allowance of \$25,000 may be provided for additional services.

The **City** will:

1. Review progress, deliverables, and invoices
2. Manage overall project timeline to ensure major deadlines are met
3. Facilitate communication with all internal and external stakeholders
4. Provide a baseline list of key stakeholders, both internal and external
5. Guide the development of all meeting and promotional materials
6. Ensure all images and graphics are consistent with City of Detroit Branding Guidelines
7. Ensure that all ARPA requirements are met



8. Facilitate the Design of the Educational Plaza
9. Coordinate with the Construction contractor on the construction of the Educational Plaza
10. Install fabricated interpretive elements/signage as prescribed
11. Make available the Historical Background to be used as the foundation for the overall project

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.

Specifications, Change of Specification, and Errors or Omission. Specifications which refer to brand names are given for reference. Respondents may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state “Do Not Substitute.” The decision of the City shall be final.

2.4. **PAYMENT & PERFORMANCE BOND (Construction)**

N/A



Section 3. Proposal Evaluation and Selection Process

3.1. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of 5 years of experience providing the services requested in the RFP for projects of similar scope and size. Additionally, vendors should also be able to provide the following:

1. At least one example of one direct working experience in Cultural Facility Planning and/or Cultural Infrastructure Development.
2. At least one example of one direct working experience in the development of a Historical Interpretative Plan that includes multimedia content, such as the use of QR codes.
3. At least one example of direct working experience working in an urban setting with a multi-ethnic and multicultural population.

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.

3.4. EVALUATION CRITERIA

Criteria 1 – Respondent Qualifications

Criteria 2 – Proposal Introduction and Solution / Approach

Criteria 3 – Respondent Experience / Organization

Criteria 4 – Pricing (Attachment C1)



Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
1. Respondent Qualifications	25
2. Proposal Introduction and Solution / Approach	20
3. Respondent Experience / Organization	20
4. Pricing (Attachment C1)	35
Total Points Possible	100

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.

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.



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, and responses must be uploaded in the Supplier Portal:

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.	Attachment A – Respondent Questionnaire Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment A.
3.	Attachment B – Proposal Introduction and Solution / Approach Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment B.
4.	Attachment C – Pricing Respondent shall provide their Pricing proposal, per the requirements provided in Attachment C1.
5.	Attachment D – Forms, Affidavits and Documents Respondent shall provide their completed Forms, Affidavits and Documents, per the requirements and checklist 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 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.



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 “ARPA 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 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.

In accordance with 2 C.F.R. § 200.321, Contractors are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work



website at www.detroitatwork.com for specific contact information regarding these opportunities.

CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable ARPA Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and ARPA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

ACCESS TO RECORDS AND REPORTS (All contracts)

Contractor shall maintain full and complete Records reflecting all operations related to this Contract. The Records shall be subject to inspection, review, and audit by the City and the Government-Grantor Agency. Such Records shall be maintained in accordance with generally accepted accounting and internal controls, and all federal, state, and local accounting principles and governmental accounting and financial reporting standards, as required under 2 C.F.R. 200, Subpart D, and 31 C.F.R. Part 35 (Pandemic Relief Programs). All Records must be maintained for a duration no less than the later of (a) five (5) years after all ARPA Funds have been expended or returned to the City and/or the Government-Grantor Agency, as the same may be extended by the Treasury, and (b) December 31, 2031.

The City and any Government-Grantor Agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any Government-Grantor Agency deems necessary.

The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The Contractor shall provide copies of all Records to the City or to any such Government-Grantor Agency upon request.

If in the course of such inspection the representative of the City or of another Government-Grantor Agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.

Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount expended by the City pursuant to this Contract through the date of such audit, the Contractor shall pay the City's audit costs.

Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.



In accordance with 2 C.F.R. § 200.337 (a) “Records of non-Federal entities”, the Government-Grantor Agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity (including, but not limited to the City), or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the ARPA Funds, in order to make audits, examinations, excerpts, and transcripts. The foregoing right also includes timely and reasonable access to the Contractor’s personnel for the purpose of interview and discussion related to such documents.

The rights of access in this Section 36 are not limited to the required retention period set forth in Section 36 but shall continue for such longer period as the Records are retained.

The Contractor shall, upon request by the City, provide to the City all data and information as necessary to allow the City to meet the City's reporting obligations to the Government-Grantor Agency, including but not limited to data and information needed by the City for closeout submissions, if any, to the Government-Grantor Agency.

GEOGRAPHIC RESTRICTIONS

The Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. Section 5325 (d)].

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

Attachment E – Model Professional Services Contract

Attachment – Appendix A: Ossian Sweet Historical Information

NON-COLLUSION AFFIDAVIT (Updated 4.4.2023)

AFFIDAVIT OF DISCLOSURE OF INTERESTS (Updated 4.4.2023)