



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

**RFP NO. 183600  
ARPA-GSD-HART PLAZA DESIGN-BUILD SERVICES**

Buyer: Toni Limmitt

<b>EVENT / ACTIVITY</b>	<b>DUE DATE / TIME</b>
<b>ADVERTISEMENT DATE</b>	June 21, 2023
<b>PRE-PROPOSAL CONFERENCE</b>	June 26, 2023 @ 3:00 PM Location: 1 Hart Plaza, By the Fountain
<b>QUESTIONS DUE</b>	June 23, 2023, on or before All questions must be submitted online in the Supplier Portal.
<b>ANSWERS DISTRIBUTED</b>	June 28, 2023
<b>PROPOSAL DUE DATE *</b>	July 19, 2023 @ 1:00 PM EST In the Supplier Portal.

\* 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](http://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](mailto: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 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 design-build services for major improvements at Hart Plaza located at 1 Hart Plaza, Detroit, MI.

### **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).

Hart Plaza is located on the approximate site where Antoine de la Mothe Cadillac landed in 1701 and founded the settlement that became the City of Detroit. Planning efforts for the plaza began as early as the 1920s when prominent architects Eliel and Eero Saarinen set forth a vision for a riverfront civic center. Hart Plaza (originally called Civic Center Plaza) opened in 1975 and was designed by notable Japanese-American modernist Isamu Noguchi. It was renamed Hart Plaza in 1977 for Senator Philip Hart. The site contains many historical monuments and markers, and the entire site is nominated for the National Register of Historic Places. Hart Plaza has been a long-time city riverfront destination and venue for summer festivals, concerts, and special events, with a total capacity of 40,000.

The goal is to provide construction services for major improvements in effort of bringing the plaza to state of good repair, so that more community members can continue to enjoy its amenities. The work will consist of but limited to improving the Dodge Fountain, repairing the amphitheater seating and stairs, fire alarm upgrades, fire suppression upgrades, replacing existing security gates, grates replacement, and plumbing upgrade.

Dodge Fountain Background:

We are hoping to bring back the Dodge Fountain to its original functions when it was installed in 1978. It was designed with three hundred water jets to perform a series of thirty-three different spray patterns. The stainless steel, 30-foot-high fountain sculpture is composed of a ring suspended between two inwardly canted supports and a black granite pool directly under the ring.

### **1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS**

If a contract is awarded because of this RFP, it will be a City of Detroit Professional Services Contract (Attachment E). The term of the contract will be through June 30, 2025. 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 because of the RFP.



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

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

The awardee is to provide the design-build services described in this request for proposal such as a complete renovation of the Dodge Fountain, improvement on the amphitheater, upgrading the fire alarm and suppression, and replacing security gates. This includes all labor, materials, equipment, and subcontractors to complete the project according to industry standards and practices.

The Awardee will be responsible for any necessary construction documents that are required to obtain permits and to develop a package for construction. Upon successful completion of permitted construction plans, the Design-Build Team will be responsible for construction of the entire project. All design and construction work will be closely coordinated with the General Services Department.

Coordination and phasing with city staff will be required throughout the process as we need to work with the event schedule. All sequencing and schedule of work to must approved in advance by the City of Detroit. The goal is to have the dodge fountain completed by March 2024. The master schedule will require weekly updates to be issued using required throughout the project, all updates will show the start date of a task, percentage complete and the estimated completion date of each task.

Tasks for this project will be divided into three parts: (I) Assessment, Design, and Pre-Construction (II) Construction Administration, and (III) Construction Services.

#### **Phase 1 - Assessment, Design, and Pre-Construction**

During the Design and Preconstruction phase, the selected contractor will be responsible for providing designs to meet or exceed code and contract compliance. They will also provide a complete assessment of the existing systems and report to GSD the findings and recommendations. The contractor will be asked to find ways to minimize energy consumption, expenses, and maintenance where it is best fit and within budget.

Throughout the design phase, the Contractor shall provide cost proposal to ensure that the selected equipment and design stays within budget.

#### **Assessment and Analysis**

- The Awardee is responsible to conduct their own field investigation and review any existing drawings. The selected Design-Build Consultant Team shall develop a report of their findings and develop a list of items that is deemed necessary to achieve the goals of this project and gather the information as part of this project.

- The Design-Build Consultant Team will be required to perform a utility and topographic survey of the site. This survey will be informed by existing GSD data, but a new overall survey will be required. This will include any cleaning and televising of existing lines or geotechnical investigations as needed.

### **Design Development**

- Based on the assessment, prepare a design intent document that outlines of all drawings, details, and specifications.
- Provide recommendations for final materials and design.
- Provide a draft submittal package for the GSD maintenance crew for review and approval.
- Begin permitting process with all appropriate agencies.
- Prepare a construction budget based on quantities and unit prices. Assist in value engineering as required.
- Prepare a final Design Development package for review and comment.

### **Construction Documents**

- Based on the approved direction, prepare a complete set of construction documents that are needed for permits.
- Given that this is a Design-Build contract, the design team and the construction team should work closely together to ensure efficient and completion on time and within budget.
- Prepare construction documentation and specifications for the owner's review and approval.
- Provide an updated estimate of probable construction cost within the design process.
- Coordinate all work between members of the Design-Build team. The construction contractor should have input in the detailing of the project to ensure value and buildability.
- Revise construction documents as need.
- Furnish and submit required stamped and sealed construction documents for required government permits and approvals. Team will be responsible for submitting, revising, and paying for plan review and all permits, including but not limited to BSEED and DWSD. Review permit application and calculated fees with GSD project Manager prior to submission. Add the GSD project manager as a plan review/ permit delegate.
- The Design-Build Consultant Team shall provide GSD with PDF and AutoCAD versions of the designs.

### **Permit Services**

Based on approved direction, prepare a complete set of construction documents that are required to obtain permits and to develop a package for construction. To include Fire Alarm System/MEP CD as needed for permitting.

Trade permits and all City requirements are the responsibility of the contractor/subcontractors.

### **Construction Phase**

During the Construction Phase, the awardee will be responsible implementing the approved engineered designs, providing all labor, materials, supervision, and other services that are necessary to accomplish the project. The tasks include but not be limited to asbestos removal if required, demolition, carpentry, mechanical, electrical, plumbing, etc.

The scope of work may include but is not limited to:

#### Dodge Fountain

- Complete Renovation of the Dodge Fountain including new plumbing, controls, basin, and lights.
- Provide and install a new water treatment chemical pump
- Provide and install new control system
- Replace and install new pump seals as needed
- Replace and install new fill and drain valves as needed
- Provide any necessary new electrical services as needed
- Replace and install new pipes and/or pumps as needed
- Clean existing fountain jets
- Provide and install new exterior lighting for the fountain

#### Amphitheater Stage Improvement

- Repair and replace any damaged marble stairs and seating throughout the main amphitheater stage.
- Invest water leak coming through the amphitheater seating and implement a solution based on the findings.

#### Fire Alarm and Suppression Upgrade

- The overall scope of work is to bring all Life Safety Systems up to current code requirements. This includes Fire Detection, Fire Protection, Egress Lighting, and Fire Suppression systems throughout the lower level of Hart Plaza
- Repair and test the existing Fire Protection System. This work includes the City Inspection.
- Engineer and submit fire alarm drawings for approval by the City of Detroit.

- Upon receiving approved fire alarm plans we will install a complete fire alarm system that will be monitored and communicate with the City of Detroit central monitoring station.
- Provide a fire alarm permit with inspections for the fire alarm system.
- Decommission and remove the existing fire alarm system once the new system is operational and approved by the City of Detroit.
- Engineer and submit for approval by the City of Detroit an egress lighting system. The new system will consist of 90-minute, LED, battery backup Exit/Emergency Signs and Emergency Lights.
- Egress lights will be connected on the line side of the existing lighting branch circuit in the path of egress.
- All the above work will require several ceiling tiles to be removed. The existing ceiling system is an integral part of the mechanical air movement system and must be replaced. Proper replacement of the ceiling tiles is included in this estimate.
- Provide an electrical permit and inspection for the Life Safety systems.
- Provide new fire suppression piping and valves throughout the lower level of Hart Plaza throughout as per code.

#### Security Gates Upgrades

- Provide and install new Corten steel paneling throughout the lower level of Hart Plaza of approximately 935 linear feet at 10 feet height. Verify measurement on the field.

#### Drainage Grates

- Provide and install new heavy duty steel trench grates throughout the upper level of Hart Plaza. Verify measurement on the field.

#### Plumbing Upgrades

- Repair existing concrete drainage system along the amphitheater by installing a rubber membrane lining throughout.
- Provide and replace the (2) 4” damaged ball valves and one check valve that serves the sanitary pit.
- Provide and replace (2) existing Weil sewage pumps.
- Demo and replace (4) exiting sump pumps throughout the Hart Plaza. To include any valves, pipe and fittings, panel, rail system, and pit cover as needed.

## 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.

- The Contractor shall be able to support the capacity needed to service the workload and flow of GSD. The need for multiple task/projects to run concurrently is a high possibility.
- The Contractor shall be responsible for constructing the approved design to meet code and contract compliance.
- The Contractor and its design/ engineering team shall participate as a team member with the City.
- The Contractor shall provide support and guidance to the City throughout the entire project.
- The Contractor shall provide all shop drawings and specifications for the approved scope task. Submittals and all work need to be approved before construction. GSD will review work plans and develop an adequate approach with the Contractor.
- The Contractor shall provide Scope Management, Constructability Reviews and Cost Control services throughout the entire project.
- Upon receipt of City approval of the general work scope and specifications, the Contractor shall provide a refined detailed construction estimate showing the values of all components of the project.
- The Contractor shall provide services to monitor the project budget throughout the entire project.
- The Contractor shall provide a schedule of construction for the entire project and is responsible for monitoring the construction progress throughout the entire project. The Contractor will be responsible for ensuring that the final project target completion date is met.
- The Contractor shall be responsible for contracting with all required trades services/subcontractors. The Contractor will be responsible for developing the necessary scopes of work not detailed by the design team, creating all subcontractor packages, and contacting potential subcontractors, apprising them of conditions and presenting a final cost tabulation for each section of the work for review by the City. If the Contractor proposes to self-perform work, they must note that work is with their own forces. Work breakdown and specific task assignment of the work of subcontractors is by the contractor.
- The Contractor shall provide project management and supervisory services necessary to construct the project as defined by the Contract Documents and in accordance with the final construction schedule.
- The Contractor shall closely supervise all work, ensuring adherence to specifications, quality, standards, schedule, and cost.



- The Contractor shall maintain regular updates to the City.
- The Contractor shall Provide all documentation of guarantees, warranties and operating manuals, and system training to the City.
- The Contractor shall conduct weekly meetings with the City of Detroit to discuss and coordinate project progress. Take and report minutes of these meetings.
- The Contractor shall develop a project schedule for completion construction documents.
- The Contractor shall Provide support and guidance to the City throughout the entire project.
- The Contractor shall provide monthly report that includes: (i) project schedule, (ii) percent of tasks completed, (iii) cost estimates (1 cost estimate will be required prior to bidding)
- The Contractor shall prepare payment and invoice requests, verify accuracy and forward for review, approval, and payment.
- The Contractor shall Assemble close-out documents, including but not limited to, material cut sheets, warranties and final design drawings and specifications (digitized), and all final AutoCAD files.

### **2.3. TECHNICAL INFORMATION**

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. BID BOND & PAYMENT & PERFORMANCE BONDS**

A 5% Bid Bond must be submitted with each proposal to be considered. The successful respondent(s) must furnish a payment and performance bond in the amount of 100% of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award. See **Attached Bond Form(s)** for requirements.

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

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

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

1. A minimum of five (5) years of experience providing the services requested in the RFP for projects of similar scope and size.
2. A 5% Bid Bond submitted at the time of bid.
3. Evidence of any licenses or registrations required to provide the services under this contract.
4. Vendor must provide a current commercial builder's license.
5. Vendor must provide proof of a minimum of OSHA 30 certifications within the past 5-years.

#### **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 – Proposal Introduction and Work Plan / Schedule / Approach (Attachment B)

Criteria 2 – Respondent Capacity (Attachment A – Part 2)

Criteria 3 – Respondent Experience / Organization (Attachment A – Part 1)

Criteria 4 – Pricing (Attachment C)

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
1. Work Plan/Schedule	30 points
2. Capacity	20 points
3. Experience	15 points
4. Pricing	35 points
<b>Total Points Possible</b>	<b>100</b>

**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, missing bids bonds, 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.

**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:

<b>Required Response Item</b>	
<b>1.</b>	<b>Letter of Transmittal</b> The prospective respondent’s proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.
<b>2.</b>	<b>Attachment A – Respondent Questionnaire</b> Respondent shall provide their Proposal Experience / Capacity, per the requirements provided in Attachment A.
<b>3.</b>	<b>Attachment B – Proposal Introduction and Solution / Approach</b> Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment B.
<b>4.</b>	<b>Attachment C – Pricing</b> Respondent shall provide their Pricing proposal, per the requirements provided in Attachment C.
<b>5.</b>	<b>Attachment D – Forms, Affidavits and Documents</b> Respondent shall provide their completed Forms, Affidavits and Documents, per the requirements and checklist provided in Attachment D.
<b>6.</b>	<b>Attachment E – Model Professional Services Contract</b> Respondent shall provide their agreement to the Model Professional Services Contract or note any exceptions provided in Attachment E.
<b>7.</b>	<b>Attachment F – Bid Bond Form</b> <b>Attachment F – Performance Bond Form</b> <b>Attachment F – Payment Bond Form</b> Respondent must submit a 5% Bid Bond with the proposal. Respondent must agree to furnish a payment and performance bond in the amount of 100% of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award (see Section 2.4 Payment & Performance Bond and Attachment F – Performance Bond Form for requirements).

**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 because 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](http://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/Experience/Capacity**

**Attachment B - Proposal Introduction and Solution / Approach**

**Attachment C - Pricing**

**Attachment D - Forms, Affidavits and Documents**

**Attachment E - Model Professional Services Contract**

**Attachment F - Bid Bond Form**

**Attachment F - Performance Bond Form**

**Attachment F - Payment Bond Form**

**Attachment A - Hart Plaza Layout**