



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

**RFP NO. 183664  
HEILMANN RECREATION CENTER IMPROVEMENTS**

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<b>EVENT / ACTIVITY</b>	<b>DUE DATE / TIME</b>
<b>ADVERTISEMENT DATE</b>	June 20, 2023
<b>PRE-PROPOSAL CONFERENCE</b>	June 29, 2023 @ 1:00pm EST  Location: Heilmann Recreation Center 19601 Brock Ave, Detroit, MI 48205
<b>QUESTIONS DUE</b>	July 6, 2023, on or before 3:00pm EST  All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFP.
<b>ANSWERS DISTRIBUTED</b>	July 11, 2023
<b>PROPOSAL DUE DATE *</b>	July 21, 2023 @ 3:00pm EST 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](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 the General Services Department requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this request for proposals (RFP) to provide design-build Services for improvements at Heilmann Recreation Center located at 19601 Brock Ave, 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).

As part of the continuing effort to bring the City of Detroit recreation facilities to States of Good Repair (SOGR) and to offer improved services for the communities within the City of Detroit, the General Services Department (GSD) seeks RFP responses from qualified firms to provide design-build services to upgrade the Heilmann Recreation Center located at 19601 Brock Ave, Detroit, MI 48205. The center is located near E. Seven Mile and Kelly Roads. The center's athletic wing houses a gym, a boxing gym, a fitness room, and a pool. Its other wing includes a library, computer center, game room, and arts and crafts room.

The goal is to provide construction services that will offer the community greater recreation opportunities that are more appealing to residents and sustainable on the building facility for the long-term.

### **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 award as a result of the RFP.**



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

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

#### **SCOPE OF WORK –**

The successful Contractor will be responsible for conducting assessments at each location to determine the appropriate size and placement of each generator. The contractor will be responsible for supplying and installing the requested generators in accordance with the specifications outlined in this request for proposal. The contractor will be required to coordinate with GSD staff throughout the process and to obtain advance approval of all sequencing and schedules of work. A master Gantt schedule, approved by GSD, will be required. The contractor will be required to provide weekly updates to the master schedule showing all task start dates, percentages complete for each task, and all estimated completion dates.

#### **Design and Preconstruction Phase**

During the Design and Preconstruction phase, the successful contractor will be responsible for providing shop drawings and/or construction documents to meet or exceed code and contract compliance. The contractor will also provide a complete assessment of the existing systems and report the findings and recommendations to GSD. The contractor will be asked to find ways to minimize energy consumption, expenses, and maintenance where feasible and within budget.

Based on approved direction, prepare any documents that are required to obtain permits and develop a package for construction, including room finish schedules with basic floor plans for space layouts.

#### **Permit Services**

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

#### **Construction Phase**

During the Construction Phase, the selected contractor will be responsible for implementing the approved designs with work that meets or exceeds code and contract compliance. The contractor will provide all labor, equipment, materials, supervision, and other services necessary to complete the scope of work. The major improvement tasks for this project include but are not limited to the following:

#### **Mechanical Upgrades**

- Provide and install (1) Greenheck exhaust fan with back draft damper
- Provide duct drop and fittings
- DDC control system
  - VFD operates exhaust fan at multiple stages
  - Chlorine detection unit will be installed
  - Sensor mounted in on wall farthest from Pool recover system
  - Low voltage conduits for panel and sensors
  - Watertight control panel enclosure
  - Tie into the city's Niagara Tridium control system

#### **Electrical**

- Electrical work to support Greenheck exhaust fan

#### Pool Area

- Remove and replace current expansion joints around the pool border.
- Add an epoxy sealant to protect the deck

#### Lighting

- Install new LED wall pack light fixtures throughout the building

#### Painting

- Paint designated walls and surfaces. (Work is to include any repairs, patching and preparation necessary for a smooth finish)
- Repair, patch, prime and paint existing pool surfaces

#### Door Replacement

- Provide and install one (1) double hollow metal exterior door with hardware and push-bars.

#### IT

- Bost Wi-Fi coverage throughout the facility as needed.

#### Artwork

- Provide and install artwork to help beautify the facility.

#### EV Station

- Provide and install (2) dual electrical vehicle charging stations and provide necessary power to the charging stations.

#### Site Work

- Resurface the existing parking lot and driveway.
- Saw cut and remove existing asphalt pavement to a depth of 4” and haul debris off-site.
- Fine grade and compact existing aggregate base
- Provide and install 2” of #1100L leveling course asphalt material and compact.
- Apply tack coat for adhesion
- Provide and install 2” of #5E1 commercial wearing course asphalt material and compact
- Layout and install striping.
- Adjust and rebuild catch basins as needed

#### **General Conditions**

Contractor will be responsible and accountable for the below throughout the duration of the contract.

- Provide designs that meet code and contract compliance.
- Provide/use commercial grade materials

- Maintain the staffing levels needed to support the workload and flow of The City of Detroit. (Note that the concurrent execution of multiple tasks/projects is highly probable)
- Participate as a team member with the City of Detroit.
- Provide support and guidance to the City of Detroit throughout the entire project.
- Provide daily, on-site project supervision for the purposes of construction observation, project review and general project oversight.
- Provide all shop drawings and specifications for the scope tasks. Submittals and all work plans shall be approved before construction. The City will review work plans and develop an adequate approach with the Contractor.
- Provide written notification to the City of any conflicts identified or questions related to the scope or drawing(s).
- Monitor the project budget throughout the life of the contract.
- Provide a schedule of construction and monitor all progress through project completion. The Contractor will be accountable for the project's target completion date. Weekly schedule updates will be required showing start/finish dates and percentage of completion for each task.
- Hire any/all subcontractors required, including all required trade services/subcontractors to complete the scope of work.
- Provide the necessary project management and supervisory services as defined by the Contract documents and in accordance with the final construction schedule.
- Closely supervise all work, ensuring adherence to specifications, quality, standards, schedule, and cost.
- Provide all documentation of guarantees, warranties and operating manuals, and system training to the City.
- Review all requests for information (RFI), shop drawings, project data, and samples for compliance with contract documents. Consult with the City as needed.
- Provide construction safety/security.
- Invite and conduct site visits at major milestones, including but not limited to pre-assessment walk, rough-in of new equipment, above ceiling rough-ins, installation of finishes, and punch list walk.
- Take weekly progress photos which shall be dated and labeled. Progress photos will be sent by email to the city project manager and filed in a shared drive and/or saved in

- construction management software. All photos must be labeled by area/room and include a description of the item(s) in the photo.
- Certify that all self-performed and subcontractor work is performed and completed per the project's construction documents.
  - At the completion of construction, perform all final project walk-throughs with the GSD project manager, facilities maintenance staff, and building occupant's representative for final owner acceptance of the project.
  - Provide, at minimum, a full one (1) year warranty on all materials and workmanship upon final acceptance by the City. All extended manufacturer warranties shall be transferred to the City of Detroit.
  - Provide close out operation and maintenance manuals.
  - Prepare a punch list and submit for a certificate of substantial completion.

## **2.2. OPERATIONAL INFORMATION**

The successful Contractor(s) will be 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.
- The ability for the City to push data as needed to these software systems to update base datasets.
- Any location-based data or platform to utilize 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(s) or platform(s) with the capacity to store field-level metadata and display it in the user interface when appropriate
- API capable of providing data in a JSON format.



- Data system(s) or data exports that integrate easily with ESRI products including feature services.
- Systems or platforms that support potentially dynamic data exchanges (pushes and pulls).

### **Specifications, Changes of Specifications, and Errors or Omissions**

Specifications which refer to brand names are given for reference. Respondents may quote on equivalent articles, provided that brand name(s), 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, PAYMENT & PERFORMANCE BONDS (Construction)**

All respondents must furnish a bid bond in the amount of 5%. The successful respondent must furnish payment and performance bonds 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 a minimum of five (5) years of experience providing the services requested in the RFP for three (3) projects of similar scope and size.
- Respondents must provide current proof of builder’s and electrical licensure from the State of Michigan
- Respondents must provide proof of completion of at least 30 hours of OSHA training

#### **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/or 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 the 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**

Technical Proposals will be evaluated before Cost Proposals are reviewed.

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

### **3.5. EVALUATION PROCEDURE**

#### **1. Work Plan/Schedule**

The selection committee will evaluate the Contractor's understanding of the purpose and goals as presented in the work items of this RFP. Evaluation will be based on the information presented in the Contractor's proposal and schedule. The Project can benefit from a clear project approach that addresses these challenges.

- Based on your recommendation, provide specs on how to approach the scope of work.
- Schedule monitoring and management; provide a construction schedule with sufficient detail to illustrate your firm's approach to executing the project. Provide recommendations for your approach to and timing of this process and highlight critical path items and any areas of concern.
- This submission should include a schedule with proposed timeframes, milestones, and other factors which may benefit the project, broken down by phase that would follow a fast-track design-build to commission the new system to turn over as soon as possible.

#### **2. Capacity**

The Selection Committee will also evaluate the ability of the prospective Contractor to meet the terms of this RFP relative to their capacity to support the schedule. The selection committee will evaluate the Vendor's ability to complete relevant work commitments successfully and within time and budgetary constraints.

- The Contractor shall clearly identify the project staffing they intend to utilize for the project; including all key project staff, their roles and responsibilities, and at what phases of the project they will be utilized. Identify the day-to-day contacts for each phase of the project.
- During the construction phase, the Contractor shall provide full supervision to coordinate the job in the field and provide sufficient and appropriately skilled staff to implement a quality control program.
- If selected, the Contractor agrees that it will provide, for the duration of the project, the full complement of staff.

#### **3. Experience with Similar Projects**

Describe your firm's past experience with construction services related to the requirements of the project. Provide a minimum of 3 projects.

- Detail your experience in working on major renovation for recreation centers or similar. Include information on how you worked with on-site management personnel, patrons, and ownership to ensure that the construction work and patron safety/satisfaction were seamless.
- Identify any other unique challenges/approaches that you have experienced that will assist the owner with a successful project.
- The firm must describe its philosophy, experience, and methodology in value engineering, identifying, and mitigating project risks beyond General Contractor control and constructability analysis.



- Provide examples of both value engineering reports and risk/constructability analyses developed and utilized on prior projects and the results obtained.

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-compliant with 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 the 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, visit the respondent's facility, and/or request a demonstration of the 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 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 is 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 Introduction and Solution / Approach, 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 F1 – Payment Bond Form</b> <b>Attachment F2 – Performance Bond Form</b> <b>Attachment F3 – Bid Bond Form</b> All respondents must a bid bond in the amount of 5%. The successful contractor must furnish payment and performance bonds in the amount of 100% of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award



<b>Required Response Item</b>	
	(see Section 2.4 Bid, Payment & Performance Bonds and Attachments F1, F2 and F3 – Bond Forms 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 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 an 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**

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

**Attachment C - Pricing**

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

**Attachment E - Model Professional Services Contract**

**Attachment F1 – Payment Bond Form**

**Attachment F2 – Performance Bond Form**

**Attachment F3 – Bid Bond Form**