



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

**RFP NO. 183699
ADAMS BUTZEL COMPLEX PHASE 2 IMPROVEMENTS**

Buyer: Jamillah Watkins
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| EVENT / ACTIVITY | DUE DATE / TIME |
|--------------------------------|---|
| ADVERTISEMENT DATE | June 22, 2023 |
| PRE-PROPOSAL CONFERENCE | Thursday, July 6, 2023 @ 10:00am EST Location: Adams Butzel Complex 10500 Lyndon , Detroit, MI 48238 |
| QUESTIONS DUE | Tuesday, July 11, 2023, on or before 2:00pm EST All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFP. |
| ANSWERS DISTRIBUTED | Friday, July 14, 2023 |
| PROPOSAL DUE DATE * | Friday, July 28, 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. 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 requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFP to provide construction services to renovate the Adams Butzel Complex and the Jack Adams Memorial Arena, both located at 10500 Lyndon St. in Detroit.

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 its recreation centers to a state of good repair, the City of Detroit recently made improvements to the interior and exterior of the Adams Butzel Recreation Center. Our goal is to continue the efforts and are seeking a general contractor to perform construction services to renovate the ice rink, which is also known as the Jack Adams Memorial Arena.

The Adams Butzel Complex is a multi-purpose recreational facility operated by the City of Detroit General Services Department (GSD), Parks and Recreation Division. It is located at 10500 Lyndon St., Detroit (48238), southwest of the John C. Lodge Freeway and Wyoming Ave. on Detroit's Westside. In 1981, the 96,000 sq. ft. complex was substantially rebuilt over a 1955 structure; it currently hosts multiple recreation programs throughout the facility.

Adam Butzel Complex serves numerous metropolitan area residents and organizations. It is open to the public Mondays through Fridays from 8:00am to 9:00pm, and Saturdays from 10:00am to 6:00pm. Over 40 activities are facilitated at the complex each week. The Jack Adams Memorial Arena offers adult hockey, 'open skate' hours, and figure skating lessons to the community.

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

Statement of Work

The successful Contractor will be responsible for performing, in a satisfactory and proper manner, as determined by the City, the herewith described construction services. The execution of the design-build services set forth herein, and preparation of the work as described shall be at the discretion of the City and is subject to the approval of the City's designated representative(s).

Schedule and Completion

As part of this bid submission, respondents must provide a proposed construction timeline, using August 1, 2023 as the Notice to Proceed date. The timeline should include approximated start and end dates, milestones, and descriptions of staffing capacity. Other factors which may benefit the project, broken down by phase, should also be included. Respondents shall create their timelines with the understanding that this project will be fast-tracked in order to reopen the center as soon as possible.

Permit Services

Trade permits and all City requirements are the responsibility of the contractor/subcontractors, and the cost should be included in the pricing.

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. Repairs should be completed using the latest standards and current best practices to ensure long-term sustainability. The project's tasks will include but are not limited to demolition, carpentry, flooring, electrical, plumbing, and millwork. The major improvement tasks for this project consist of but are not limited to:

Build out:

- Design a new welcome desk/front entrance to the ice rink utilizing the existing entryway.

Paint:

- Apply permanent paint under the ice rink.
- Repair, patch, prep and paint all walls and vertical surfaces for a smooth finish specified to be painted (Verify location with owner). Paint shall be SW Pre-Catalyzed Water-based

Epoxy Semi-Gloss or equivalent. Locations may include ice arena, locker rooms, lobby, offices, and bathrooms.

Electrical:

- Purchase and install new LED fixtures throughout the ice rink, lobby, office, and bathroom.
- Add and install additional exterior LED wall pack lighting.
- Purchase and install sound system solely for rink.

Flooring:

- Remove the current flooring around the ice rink; replace it with synthetic rubber EPDM flooring.
- Clean/Wax existing flooring in the locker rooms and bathrooms

Doors:

- Replace any damaged metal doors throughout
- Paint salvageable doors throughout

Miscellaneous items:

- Purchase and install Ceiling tile to replace various areas. Verify location with owner.
- Purchase and install shelving in lockers rooms. Verify location with owner.
- Purchase and install shelving in the shake rental room. Verify location with owner.

Kitchen:

- Refresh the existing kitchen with new appliances, counters, cabinets, flooring, lighting, and paint.
- Provide and install new stainless-steel counters, sink, and cabinets in the existing kitchen.

Front Bathroom Renovation:

- Purchase and install mirrors in the locker room and restrooms.
- Purchase and install heavy-duty plastic stalls for both restrooms.
- Purchase and install solid plastic lockers. Bradley solid plastic or similar. Verify location with owner.

EV Station:

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

IT:

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

Interior Decorating:

- Provide and install artwork to help beautify the facility.

E-Sports Lounge:

- Construct a new E-Sports Lounge, this may include carpentry, flooring, paint, HVAC, and/or electrical. Verify location and design with owner.

General Conditions

The successful contractor will be responsible and accountable for the tasks 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. Assume accountability for the project's target completion date. Provide weekly schedules showing start/finish dates and percentages of completion for each task.
- Hire any/all subcontractors required including all required trades 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 (RFIs), shop drawings, project data, and samples for compliance with contract documents. Consult with the GSD as needed.
- Provide construction site safety/security.
- Invite and conduct site visits at major milestones, including but not limited to pre-assessment walk, rough-ins 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 stored 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 scope 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 all 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:

- A system or platform that has 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.
- A data system or data exports that integrate easily with ESRI products including feature services.
- Systems or platforms that support 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 in possession of the following.

- Completion of at least three (3) projects of similar scope and size within the past five (5) years.
- Current builder’s and electrician’s licenses issued by the State of Michigan.
- Proof of at least 30 hours of OSHA training completed 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

Technical Proposals will be evaluated before Cost Proposals are reviewed.

| Proposal Evaluation Criteria | Possible Points |
|-------------------------------------|------------------------|
| 1. Work Plan / Schedule | 25 |
| 2. Capacity | 25 |
| 3. Experience with Similar Projects | 20 |
| 4. Cost Proposal | 30 |
| Total Points Possible | 100 |

3.5. EVALUATION PROCEDURE

1. Work Plan / Schedule

The evaluation committee will assess 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 analysis of this RFP, provide detailed plans to execute the scope of work.
- Schedule monitoring and management; provide a complete construction schedule which thoroughly illustrates your firm's method to the timing this project. Highlight critical path items as well as any areas of concern.
- Include 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 evaluation committee will assess each respondent's capacity regarding meeting the project's schedule. Each respondent will be rated on their ability to complete relevant tasks successfully and within the allotted time and budget.

- 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. GSD should be provided with day-to-day contacts for each phase of the project.
- Provide resumes of key personnel that will be working on the project.
- During the construction phase, the Contractor shall provide full on-site supervision/work coordination. The contractor shall also provide sufficient and appropriately trained staff to inspect regularly for quality assurance.
- The successful contractor must agree to provide a full complement of staff for the entire duration of the project.

3. Experience with Similar Projects

Respondents must provide examples of their firm's past experiences completing construction projects of similar size and scope. A minimum of three (3) projects within the past five (5) years is required.

- Detail your experience in working on renovation and mechanical services 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 your firm has experienced that may give you the advantage in completing this project successfully.
- 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-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, visit the 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 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 C. |
| 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. |
| 7. | Attachment F1 – Payment Bond Form Attachment F2 – Performance Bond Form Attachment F3 – Bid Bond Form Respondent must agree to furnish a bid bond in the amount of 5%, and 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 Section 2.4 Bid, Payment and Performance Bonds, and Attachments F1, F2 & 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 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 – Price Proposal

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

Attachment G – Adams Butzel Complex Floor Plan