



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

**RFP NO. 183497
ARPA-GSD-HART PLAZA GRAND STAIRS**

Buyer: Toni Limmitt

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	June 27, 2023
QUESTIONS DUE	All questions must be submitted online in the Supplier Portal as indicated in this RFP.
PROPOSAL DUE DATE *	July 15, 2023 @ 1:00 PM EST In the Supplier Portal as specified in 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 x department requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFP to provide to provide design-build services for site improvements at Hart Plaza. The selected Design-Build Consultant Team should have expertise in design, engineering, permitting, construction, and construction administration of similar types of projects.

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

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 City of Detroit General Services Department (GSD) will manage a Design-Build Team to redesign and construct an entry way to Hart Plaza from the existing Riverwalk, known as the "Grand Stairs" and the surrounding green spaces known as the "River Terrace" in close consultation with the Planning and Development Department. The final design should blend aesthetically with the existing architecturally significant conditions at Hart Plaza and the Detroit Riverwalk, while creating a universally accessible transition between the two spaces. The project will also address access to the Gateway to Freedom Monument, as well as utility and infrastructure issues.

This new design should be informed by the recently completed East Riverfront Asset Study (ERAS), and various departments and agencies such as Detroit Planning and Development Department, the Downtown Development Authority, the Historic District Advisory Board, and the Detroit Riverfront Conservancy. The Design-Build team will work with the City to conduct an engagement process which seeks to confirm and finalize the community input and desires for the space.



The Design-Build team will consist of engineers, landscape architects, planners, and a general construction contractor capable of producing permittable construction plans and performing all required construction services for the completion of the project.

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 through June 30, 2024. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. The City anticipates one or multiple awards as a result of the RFP.



Section 2. Statement of Work

2.1. SERVICES TO BE PERFORMED

To ensure this project is completed on-time, on budget and constructed as designed, the City seeks to procure the services of an experienced Design-Build team. This is where the selected vendor, either through in-house staff or outside consultants/contractors, will serve as project and construction manager and provide all activities and services necessary for the design and construction of the project.

The City is requesting proposals using the scope of work outlined in the bid solicitation documents (included herein) for Design-Build services to design and construct a renovation to the Grand Stairs and River Terrace at Hart Plaza. The selected contractor (Awardee) will be responsible for all aspects of this project as defined in this Scope of Work. The Awardee shall provide and carry out in a satisfactory and proper manner, as determined by the General Services Department (GSD) the herewith described design services for the City. The conduct of the design services set forth herein and preparation of the work as described shall be at the discretion of the GSD and is subject to the approval of the GSD's City Representative.

The Awardee will be responsible for 100% complete construction documents for the following scope of work, including all necessary permit revisions, and a final set of as-built plans. 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.

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

This work needs to accomplish the following project goals:

See attached site map with further clarifications.

A. Completion of an iterative and collaborative design process which includes the Awardee team of engineers, landscape architects, architects/architectural historians, planners, as well as representatives from various City departments/ outside agencies (GSD Landscape Design and Public Spaces Planning Units, Planning and Development, Historical, Detroit Riverfront Conservancy, etc.).

i. The design process should consider existing survey and technical information; existing conditions and aesthetics of the Plaza and Riverwalk; constructability and value engineering,

ii. This project will also include a public engagement process which seeks to confirm the information gathered in the ERAS and determine best uses for the site. Precedents and concepts shown in the ERAS will be used as a starting point for the design process.

B. Construction of a universally accessible entrance from the Riverwalk to the main level of Hart Plaza through a complete removal and reconstruction of the areas known as the Grand Stairs and River Terrace.

i. This new construction should complement the architecturally significant space at Hart Plaza, while addressing modern needs.

- ii. This entrance will include ramping and stairs, to create a safe, clear, and ADA compliant transition between the two areas.
- iii. The final installation should create a space which properly transitions Hart Plaza to the Riverwalk, and creates widened plazas, sitting areas, and other passive recreation amenities.
- iv. The final design will address the Gateway to Freedom Monument and determine the most appropriate placement and access to the sculpture.

Construction will be completed to a high standard, with a clean and efficient work site managed by a competent agency who will get the project completed within budget and time constraints.

PART 1: ASSESSMENT, DESIGN, AND CONSTRUCTION DOCUMENTATION

1.01 Project Administration & Coordination

- The selected Design-Build Consultant Team and the City of Detroit will establish weekly meetings to discuss and coordinate design, construction, and overall project progress. At certain points in the design process more than 1 meeting per week will be necessary. Project should last approximately 18 months, between both phases of the project.
- The selected Design-Build Consultant Team shall provide written minutes for coordination meetings. Minutes can include project completion percentage, key milestones, a record of decisions taken and action items, participation and observation notes, and findings.
- The selected Design-Build Consultant Team will produce and maintain an updated comprehensive work schedule that outlines key dates for permitting, ongoing design, and construction including critical decision-making dates, and anticipated submission of 30%, 90%, and 100% construction document sets.
- GSD will lead coordination with other city departments and outside agencies, with assistance from the selected consultant who will be required to coordinate design plans with and on behalf of GSD with all applicable public or private agencies.
- The selected Design-Build Consultant Team shall be called upon as needed to support internal/mayoral presentations and discussions in preparation for public presentations and engagements.

1.02 Site Assessment and Analysis

- Conduct field investigation and review existing utility and electrical infrastructure data which the General Services Department currently has. The selected Design-Build Consultant Team shall develop a working list of data 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.

1.03 Public Engagement

- Design-Build team will be required to facilitate a community engagement process which seeks to confirm information gathered in the recently completed East Riverfront Asset Study.
- The overall engagement process will be led by the GSD Public Spaces Planning Unit, with support and all graphics, renderings, site plans/options, surveys, flyers, etc. being developed and produced by the Design-Build Team.
- Design-Build Team will be required to participate in at least 3 public meetings, as well as focus groups.
- It is anticipated that the overall design goals of this RFP will be confirmed, i.e. this project will result in a rebuilt entrance to the plaza, but fine details need to be worked out between the City and Public. The Gateway to Freedom Monument and Detroit 300 Donor wall as well as final aesthetics and integration with the Riverwalk will require public input.
- Design-Build team will be responsible for providing all materials for the meetings in terms of printing, advertising, and refreshments as needed.

1.04 Concept Design

- Conduct weekly or as needed meetings with the City of Detroit, GSD to review design, site improvements, programming, maintenance operation, site needs, budget, etc.
- Determine best uses for the project area and produce functional use diagrams and other graphics as necessary to determine the best space program.
- Develop sketches, site plans, models, and other graphics to assist all members of the project team in the selection of the best layout for the space. Provide precedent photos to describe final installations.
- Identify and propose options for site use and layout.
- Evaluate designs for appropriateness in terms of the architecturally significant design of Hart Plaza. Consult with Detroit Planning and Development/Historic District Commission.
- Based on the approved space program, prepare a concept layout, highlighting major circulation and uses.
- Ensure the design reflects community input.
- Ensure that the concept layout is code compliant and exceeds basic accessibility standards for a universally accessible entrance.
- Evaluate budget and determine phasing options if necessary.
- Prepare concept package for review and comment. The package should include an estimate of the probable cost of construction and the construction schedule after the last round of concept design. It should also document the design process in terms of renderings, site plans, and other graphics.
- All documents will be delivered to GSD in a digital package, with prints as necessary.

1.05 Design Development

- Based on the approved concept design package, prepare an outline of all drawings, details, and specifications.

- Provide recommendations for final material and layout selections.
- Provide a draft submittal package for the GSD maintenance crew for review and approval, it includes but is not limited to landscaping and furniture specs.
- Begin permitting process with all appropriate agencies.
- Coordinate electrical and IT security requirements with the City's facilities staff.
- 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. Drawings shall include dimensioned site plans, sections, details, built-ins, signage plans, and any other special features.
- Develop the project budget and implementation framework for operation and maintenance.

1.06 Construction Documents

- Based on the approved direction, prepare a complete set of construction documents that detail the requirements of construction for the site improvements, including all demolition, SESC, landscape, material/fixtures, structural, civil, electrical, and utility drawings as appropriate. This should include project details, specifications detailing all materials, and required quality levels.
- Given that this is a Design-Build contract, the design team and the construction team should work closely together to ensure efficient and clear drawings.
- Provide any required drawings for the coordination of fixtures, furniture, and equipment.
- Prepare 30%, 90%, and 100% construction documents and specifications for the owner's review and approval.
- Provide an updated estimate of probable construction cost with the 30%, 90%, and 100% construction document submission.
- 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 design(s).

PART 2: CONSTRUCTION ADMINISTRATION

During the Construction Phase, the contractor will implement the approved designs, providing all labor, materials, supervision, and other services that are necessary to accomplish the project. The tasks include but are not limited to demolition, electrical, utility work, concrete work, and

landscaping work. Prior to any construction activity the City and the Design-Build Team shall agree to all construction costs in writing.

2.01 Construction Administration and Supervision

- Maintain weekly construction meetings with detailed minutes, construction schedule, and budget log.
- Review and approve all requests for information (RFI), shop drawings, project data, and samples for compliance with construction drawings.
- Provide onsite project site supervision for the purposes of daily construction observation, project review, and general project oversight. Design Consultant to provide all necessary construction administration and site engineering.
- Review and communicate with the GSD project manager on any proposed change orders or plan amendments.
- Take weekly progress photos, dated, and labeled. These will be sent by email to the GSD project manager and filed in a shared drive and/or saved in construction management software.
- Certify that all self-performed and subcontractor work is performed and completed per the project's construction documents.
- Perform testing of materials as needed, such as for compaction, concrete, or foundations.
- At the completion of construction, perform all final project walk-throughs with the GSD project manager and maintenance staff for final Owner acceptance of the project.
- Prepare a punch list and confirm substantial completion.

2.02 General Conditions

- Contractors are expected to be able to support the capacity needed to service the workload and flow of GSD.
- Contractor to warranty all work done for at least one year past project completion.
- The General Construction Contractor will be responsible for constructing the approved design to meet code and contract compliance.
- The contractor will participate as a team member with the city and design team.
- Provide support and guidance to the city throughout the entire project.
- The General Contractor/Construction Manager 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 General Contractor/Construction Manager shall notify the Landscape Architect/Project Manager through written RFI of any conflicts identified or questions as related to scope or drawing.

- The General Contractor/Construction Manager shall provide a written schedule updated weekly, scope and budget management, constructability reviews and other services throughout the entire project.
- The General Contractor/Construction Manager shall provide services to monitor the project budget throughout the entire project.
- Bonds and Insurances will be paid for on a contract lump sum basis. Price paid shall be payment in full for the project contract bonds for the award amount and insurance policies throughout the life of the contract for the project work until completed.
- General Conditions will be paid for at the Contract lump sum basis for work at all the various sites. Price paid shall be payment in full for General Condition's items & work throughout the progress of the Project Work, until completed.
- Miscellaneous & Close-Out Work: price paid shall be payment in full for all submittals, testing, labor, material, layout and equipment necessary for the completion to the full satisfaction of the City of the work required by this Project not otherwise included in a pay item listed above, and for the preparation and submittal to the City of all manufacturer warranties, required test results, other miscellaneous required documents, final permit clearances, maintenance manuals and manufacturer data as may be required within individual specification sections of the Contract Documents, completion of any and all "punch list" work to satisfaction and acceptance of the City, "As Built" drawings given to the City Representative as a complete package and Final Waivers from all subcontractors and suppliers, release of Surety, and a final Sworn Statement.

PART THREE: CONSTRUCTION SERVICES

3.01 Construction Activities

- Awardee will be responsible for construction of the entire project, per the construction documents developed in Part 1 of this project.
- All work shall be submitted for approval by GSD.
- No work will begin prior to the GSD and the Design-Build team agreeing to a construction budget, in writing.
- Prior to all work, GSD should be notified of all sub-contractors to be used on the project.
- All work shall be permitted and performed in an efficient and satisfactory manner as determined by representatives from GSD.

- Design-Build Team to provide all field supervision, construction engineering, and will provide sufficient and appropriately skilled staff to implement a quality control program.
- Contractor responsible for all SESC measures. Any debris that leave the construction site will be cleaned up immediately, with all surrounding areas cleaned at least daily.
- Note: while the construction documents for this project will be created in Phase 1, prospective Vendors should understand and anticipate the typical construction activities that will occur on this large scale, civic project. Activities will include but are not limited to: demolition of existing hardscapes and vegetated areas; install of concrete, granite, or other hardscape materials in a series of plazas and ramps up the approximately 15’ grade change between river and plaza; ornamental brick or cast stone work; handrails and other metal works; electrical/lighting; stormwater infrastructure; utility install or relocation; monument preservation; ornamental landscaping; etc.
- All work will be performed in a heavily used public area. Construction activities will be well maintained and contained to a well-defined, fenced in project site. Hart Plaza programming will continue during the construction period, and the Awardee will be required to coordinate work with GSD Event and Programming Staff.
- Mobilization will be paid for on a contract lump sum basis. Price paid shall be payment in full for all labor, material, and equipment necessary for all preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, tools and any other incidentals that are required to project site; and any other facilities necessary to undertake the work on the project; and for other work and operations, which must be performed, or for expenses incurred, prior to beginning work on the various contract items at the project sites. This item shall also include preconstruction costs, exclusive of bidding costs, which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items under the contract. The price paid shall be payment in full for Mobilization throughout the progress of the project work until completed.

2.2. OPERATIONAL INFORMATION

Awarded Contractor(s) will work closely with City agency staff.

The Respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

2.3. TECHNICAL INFORMATION

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 BOND (Construction)

All Respondents must submit a Bid Bond at the time your proposal has been submitted. 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 a minimum of 3 years of experience providing the services requested in the RFP for projects of similar scope and size. Respondent must submit a Bid Bond at the time of submittal.

3.2. ADHERENCE TO TERMS OF PROPOSALS

A proposal once accepted by the City of Detroit, may become a binding contractual obligation of the Respondent. The failure of a successful Respondent to accept this obligation and to adhere to the terms of the Respondent’s proposal may result in rejection of the proposal and the cancellation of any provisional award to the respondent. Respondents are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

3.3. QUESTION DEADLINE

All questions regarding the RFP shall be submitted through the Supplier Portal no later than the time and date specified on the Cover Page. In the interest of transparency, only written questions will be accepted. Answers to questions will be posted within the Supplier Portal. The City of Detroit does not guarantee a response to questions submitted after the question deadline.

Should a Respondent be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the Respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFP.

Respondents are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit.

Respondents requesting changes to the RFPs terms and conditions, specifications, quantities, etc.; or if clarifications are needed, must make the request in writing by the stated bid submission deadline.

3.4. EVALUATION CRITERIA

Criteria 1 – Respondent Experience with Similar Projects (Attachment A – Part 1)

Criteria 2 – Respondent Capacity/ Project Team (Attachment A – Part 2)

Criteria 3 – Proposal Work Plan/ Schedule /Approach (Attachment B)

Criteria 4 – Pricing (Attachment C)

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
1. Respondent Experience with Similar Projects	30
2. Respondent Capacity/ Project Team	20
3. Proposal Work Plan/ Schedule /Approach	15
4. Pricing (Attachment C)	35



Total Points Possible	100
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3.5. EVALUATION PROCEDURE

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable.

The City may also at its discretion, request oral presentations, make site visits at Respondent’s facility and may request a demonstration of Respondent’s operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete.

The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

Any of the additional data specs and standards described in Section 2.3, that are met will be factored positively into the overall score.

3.6. ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request oral presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Respondents will be notified by the Office of Contracting and Procurement of the date, time and location for oral presentations.

3.7. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all proposals received;
- 2) waive any non-conformity;
- 3) re-advertise for proposals;
- 4) withhold the award for any reason the City determines;
- 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or,
- 6) take any other appropriate action that is in the best interest of the City.

This RFP does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

3.8. PROTESTS

Protests can be filed with the Office of Procurement. Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest to the following:

**City of Detroit Chief Procurement Officer
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
“Procurement Protest”**



At a minimum, such protests shall include:

- 1) name of protestor.
- 2) solicitation/contract number and description; and
- 3) statement of grounds for protest (reference specific text in the solicitation, bid or contract document that is at issue).

The decision of the Chief Procurement Officer and/or the Department Director are final and is not subject to appeal.



Section 4. Required Proposal Content and Submission Process

4.1. ACCURACY AND COMPLETENESS OF INFORMATION

All information pertaining to the prospective respondent’s approach in meeting the requirements of the RFP shall be organized and presented in the prospective respondent’s proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

4.2. REQUIRED PROPOSAL CONTENT AND FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety, and responses must be uploaded in the Supplier Portal:

Required Response Item	
1.	Letter of Transmittal The prospective respondent’s proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.
2.	Attachment A – Respondent Questionnaire Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment A.
3.	Attachment B – Proposal Introduction and Solution / Approach Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment B.
4.	Attachment C – Pricing Respondent shall provide their Pricing proposal, per the requirements provided in Attachment 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 F – Payment Bond Form <u>Attachment F – Performance Bond Form</u> Attachment F- Bid Bond Form Respondent must submit a bid Bond with the proposal submittal. Respondents 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



Required Response Item	
	(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 as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the proposal. The City of Detroit reserves the right to select proposals from the most responsible Respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function.

4.4. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straightforward, concise description of the Respondent’s ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

4.5. SUBMITTAL INSTRUCTIONS

All proposals **must** be submitted through the Supplier Portal. Each Respondent is responsible for ensuring that its proposal is received by the City on a timely basis. **Faxed or mailed proposals will not be accepted.**

Firms shall not distribute their proposals to any other City office or City employee. Proposals received become the property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Supplier Portal. Responses received **will not** be available for review. Proposals received will be subject to disclosure under the state of Michigan’s Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the proposals in the Supplier Portal. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

Section 5. General Conditions and Requirements for RFP

5.1. CONTRACT APPROVAL

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

5.2. PAYMENT

All properly executed invoices submitted by the successful Respondent will be paid in accordance with the City of Detroit Prompt Payment Ordinance.

5.3. INVOICES

Vendors must be registered in City of Detroit Vendor Portal and be a registered vendor with the City of Detroit to submit invoices and receive payments. Go to <http://www.detroitmi.gov/Supplier> to register.

AUTHORIZATION TO COMMENCE WORK OR SHIP GOODS – READ CAREFULLY!!!

Contractors may begin work or ship goods upon receipt of the required authorization, which is the CPA (Contract Purchase Agreement), in addition to *SPO (Standard Purchase Order)*, from Procurement.

The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued.

****Work commencing without issuance of the SPO is subject to Payment Delays and/or Non-Payment! ****

Required vendor steps to invoice:

- 1) Invoices should NOT be uploaded until the Contractor receives confirmation of review and approval from the City of Detroit.
- 2) Vendors should submit their invoices via City of Detroit Vendor Portal. Portal invoice amount and creation date must match the date on attached invoice. Please follow the below invoice requirements:

Invoice MUST contain or have as attachment:

- Vendor Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection)
- City of Detroit contact (person who authorized work to commence)

- Invoice Date
- Date of service/delivery
- Contract number
- Purchase order number
- Total Invoice amount
- The wording “ARPA Goods/Services” (must be noted on every invoice)

Other invoice requirements:

- Invoice must be billed based on Purchase Order rates
- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal

Terms are standard NET 30 Days, unless otherwise negotiated, and start from the invoice receipt date, provided that the invoice is submitted timely to our AP department with the necessary supporting documentation.

If you need assistance, please contact the Office of Departmental Financial Services (ODFS) 313-410-7804.

5.4. ASSIGNMENT

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

5.5. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

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

5.6. NEWS RELEASE

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the City and then only in coordination with the City.

5.7. MISCELLANEOUS

It shall be the responsibility of the Respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time to time be changed in writing.

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



CHANGES TO FEDERAL REQUIREMENTS

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

ACCESS TO RECORDS AND REPORTS (All contracts)

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

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

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

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

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

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

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

In accordance with 2 C.F.R. § 200.337 (a) "Records of non-Federal entities", the Government-Grantor Agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity (including, but not limited to the City), or any of their authorized representatives,



shall have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the ARPA Funds, in order to make audits, examinations, excerpts, and transcripts. The foregoing right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents.

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

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

GEOGRAPHIC RESTRICTIONS

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

5.8. OFFICE OF INSPECTOR GENERAL

- 5.8.1. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 5.8.2. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 5.8.3. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 5.8.4. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 5.8.5. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 5.8.6. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.



- 5.8.7. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article: “Public Servant” means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.



RFP Attachments List

The following Attachments are available to download on the Supplier Portal.

Attachment A - Respondent Questionnaire

Attachment B - Proposal Introduction and Solution / Approach

Attachment C - Pricing

Attachment D - Forms, Affidavits and Documents

Attachment E - Model Professional Services Contract

Attachment F – Bid Bond Form

Attachment F - Performance Bond Form

Attachment F – Payment Bond Form

[Attachment A - Plaza Grand Stairs Reference