Request for Proposal 183764

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The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms with experience in rehabilitation, operations, maintenance, and management of Detroit’s Riverside and Erma Henderson marinas and St. Jean Boat Launch to submit proposals to rehabilitate, operate and maintain Erma Henderson Marina, Riverside Marina (also formerly known as Harbor Hill Marina) and St. Jean Boat Launch.

## 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 projects of similar scope and size.

## 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.

## REJECTION OF PROPOSALS

The City of Detroit expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the City determines and/or to take any other appropriate action that is in the best interest of the City.

## BACKGROUND/DESCRIPTION OF ENVIRONMENT

 Erma Henderson Marina:

 Erma Henderson Marina is City of Detroit owned marina on the Detroit River. The marina is located at 8800 East Jefferson Avenue, Detroit Michigan 48214. Originally named Memorial Park, the park and marina were built in the early part of the 20th century. A few of the park’s original features included a hollow whale play structure, swing set, basketball court, sculpture, and a 15-acre marina. The park and marina were renamed sometime after 1982 after Erma Henderson, the first African American woman elected to the Detroit City Council (1972) and council president for twelve years (1977-1989).

 Today, Erma Henderson Marina is a 247-slip marina located in the Gold Coast neighborhood only a mile from the McArthur Bridge that leads to Belle Isle. Erma Henderson Marina underwent a $6 million renovation project in 2000 to upgrade the facility to a more modern marina. The marina was fully operational until 2019, when the marina was closed due to high-water levels which compromised the electrical distribution system.

 Riverside Marina and St. Jean Boat Launch:

 Riverside Marina and St. Jean Boat Launch are City of Detroit owned properties on the Detroit River. Both sites provide access to the upper Detroit River and Lake St. Clair. Riverside Marina was originally built in the late 1980’s and provides full amenities including a clubhouse, pool and occasional food and beverage offerings. The St. Jean Boat Launch is the only publicly held boat launch within a five-mile radius of Downtown Detroit. Based on a public survey conducted by

 the MDNR[[1]](#footnote-1) in 2019 it is the most used facility accessing the Detroit River. Riverside Marina was built in the late 1980s and was the vision of businessman Porterfield Wilson, a prominent car dealer, and former Detroit Mayor Coleman A. Young. Their vision included a residential building (which was never built) overlooking a new marina. Currently, Riverside Marina is a 389-slip marina with 226 operational docks. St. Jean Boat Launch provides 6 boat ramps that are publicly accessible for a fee. In 2022, The General Services Department, completed the East Riverfront Asset Study (ERAS) The study inventoried existing conditions at the marina, gathered initial community feedback and provides a conceptual vision, as well as recommendations and best practices.

## 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 (sample attached). The term of the contract will be for twenty -five (25) years. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council. The City anticipates one award as a result of the RFP.

## OPERATIONAL INFORMATION

Awarded contractor will work closely with City Agency staff. Provide any specific contractor requirements in technical proposal.

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.

## SCOPE OF WORK

This is a“Non-Revenue” generating contract.  In lieu of paying the City a fee for the use of the facility, the city requires that the Contractor reinvest into the marinas, based on a negotiated Capital Improvement Plan (CIP) schedule.  The following scope of work describes general needs at all three (3) sites. Operator is expected to understand the needs of each site and provide qualifications to perform the services outlined below. Selected Operator will assume sole responsibility for the improvements and daily operations of the contracted site(s) and at minimum, be responsible for the following tasks:

1. **Rehabilitation and Capital Improvements**
2. Develop a Capital Improvement Plan (CIP) for each property outlining estimated costs for repairs, construction timeline and potential funding sources.
3. CIPs will be coordinated and reviewed with the City’s Capital Projects Division and will require approval from the Director of the General Services Department.
4. At minimum, operators will be required to complete the recommendations for rehabilitation and capital improvements provided by the East Riverfront Asset Study in 2022.

 Michigan Department of Natural Resources and Michigan Department of Technology, Management and Budget, September 2019, [Detroit River Boating Access Study](https://www.michigan.gov/-/media/Project/Websites/dnr/Documents/PRD/Mgt/Final_Study_Report_Sep_2019.pdf?rev=e1eb0ac655004910b65051cd16d31df2) City of Detroit – General Services Department, August 2022, [East Riverfront Asset Study](https://detroitmi.gov/departments/detroit-parks-recreation/parks-and-recreation-strategic-plan/east-riverfront-assets-study)

1. The operator will be responsible for all the costs for improvements, including but not limited to engineering, testing, permitting and construction costs.
2. The cost for rehabilitation and improvements may be considered as part of the annual fee payment to the City. A fee schedule will be negotiated at the time of the contract based on the rehabilitation and capital improvement approach submission.
3. Coordinated Capital Improvement Plan – Accountability? / Milestones? / Performance?
4. Provide a plan for any and all amenity enhancements that the operator is committed to providing.
5. **Marina(s) and Boat Launch Operations and Management**
6. Develop a comprehensive operation plan for managing and maintaining each site per the RFP. The plan must ensure a safe and enjoyable recreational facility for boaters and potentially non-motorized vessels, in a cost-effective manner. Operations at the sites shall be consistent with the goals set forth by the City of Detroit, aligned with the vision for the East Riverfront, and maintain the marina consistent with existing and future marina operations that compete effectively in prevailing market conditions.
7. Provide facility management to the marina and/or boat launch including, but not limited to, rental of vessel slips, dry boat storage, docks and other facilities.
8. Provide and maintain necessary equipment to perform marina operations which include but are not limited to transporting vessels for winter storage (where applicable) and/or summer slip rentals.
9. Maintain all records and reports that pertain to the management operation of the site including, but not limited to:
	* + Wet slip tenants
		+ Vessel storage tenants
		+ Security activities
		+ Operational issues
		+ Financial and management records
		+ Maintenance records
		+ Transient slips/subleases and interim rentals
		+ Collection of rents, deposits, and any other related fees
		+ Environmental and regulatory fees and permits.

These records and reports shall be made available to the City upon request at any time during the term of the Agreement.

* 1. Maintain copies of, or have ready access to, the latest federal, state and local laws and/or regulations applicable to marina and boating activities. The contracted operator shall ensure compliance with all such laws and regulations.
	2. Ensure all vessels, vehicles and equipment berthed and/or stored within the property are currently registered with the pertinent regulatory agency, it is properly documented and insured.

Any vehicles, vessels and equipment that do not meet the above criteria shall be auctioned and follow City procedures. The operator shall request copies of each vessel’s current registration and proof of insurance when preparing new and/or renewed winter storage and summer slip rental contracts. Such records shall be maintained by the Designated Operator and submitted to the City of Detroit annually or upon request.

* 1. Develop, administer, and ensure compliance with wet slip and dry storage assignment contracts to be entered into by the Operator with each marina tenant. Such contracts shall be reviewed and approved by the City of Detroit annually. The City of Detroit reserves the right to amend these contracts at any time.
	2. Prepare a set of Marina rules and regulations subject to review and approval, within sixty (60) days of execution of the contract. Rules and regulations shall be visibly displayed at the Marina’s entrance and distributed to all Marina tenants. These rules shall be modified or amended as required by the City of Detroit or other federal, state and local laws and regulations.
	3. Prepare a written request to the City of Detroit for any operations the contractor wants to conduct that are outside of its normal marina activities as specified in the contract. All requests must be submitted at least thirty (30) days prior to any suggested Designated Operator activity.
	4. Prepare a written request to the City of Detroit for review and approval, prior to engaging subcontractors for operations at the marina. Sub-contractors are expected to meet the same conditions as the prime operator.
	5. The Operator shall be responsible for all of its employees’ and agents’ wages. Benefits, insurance, and taxes in accordance with City of Detroit policies and procedures.
	6. The Operator shall be responsible for the cost of training and licensing staff required to conduct Marina operations.

Other Services, Sale or Distribution of Products

* 1. The Operator shall be responsible for managing services rendered at the fuel station, general store and repair shop located at Riverside Marina. A sub-agreement will be required with the sub-contractors of those locations and monitored as part of this contract agreement.
	2. Services not outlined as part of this scope of work will require written approval by the City.
1. **Marina(s) and Boat Launch Maintenance**Selected contractor(s) will be solely responsible for all the maintenance requirements for each property.

General Maintenance Duties

* 1. Provide an annual inspection and maintenance schedule to prevent deterioration of facilities and equipment. Severe damages or deficiencies shall be documented in detailed and notify the City immediately.
	2. Perform monthly scheduled inspections and accurately document conditions as required or at the request of the City.

* 1. Maintain Marina facilities and equipment including, but not limited to the following:
		1. All docks/fingers and gangways
		2. Interior/exterior of all buildings
		3. Boat hoists
		4. Boater restrooms and showers
		5. Utility services
		6. Storage facilities
		7. Fencing, gates, and locks
		8. Lighting systems
		9. Parking, gates, and access road areas
		10. Dry storage areas
	2. Groom and maintain the Marina landscape and water areas, including, but not limited to the following:
		+ 1. Marina parking lots, access roads, and lawn areas
			2. Ensure that harbor waters are kept free of debris and obstructions.
			3. De-icing of water near piles and snow removal
	3. Provide custodial/janitorial services to all Marina facilities. The Designated Operator shall ensure facilities are maintained in a clean and sanitary condition at all times. This includes coordination for maintenance and cleanup of all temporary bathroom facilities.
	4. Repair, replace, rebuild, and paint all or any part of the premises as needed or directed by the City.
* The Operator shall submit a written request to the City for any proposed modification to the interior, exterior, or any surrounding areas on the Premises that is above $20,000 in construction cost.
* For major capital improvements, the operator is expected to follow the capital improvement plan for each facility.
1. Repair all damage to the property resulting from vandalism or other destructive acts. All such damage shall be immediately reported to the City.

Utilities

1. The Designated Operator shall be responsible for all utility costs including, but not limited to, electricity, fuel oil and gasoline, natural gasoline, water, drainage and sewer services, and any other utility or service as required by Marina operations.
2. The Designated Operator shall be responsible for the cost of storage, removal and disposal of all refuse and garbage generated from the Marina operations. Disposal of all refuse left by patrons on the premises is the sole responsibility of the Operator.

Security

1. Provide all necessary security measures to protect patrons, guests, employees, and all other individuals from any disturbance or other occurrence that may be attributable to the Marina operations.
2. Monitor and maintain access to key-locked facilities and repair/replace locks as required. Copies of all keys shall be provided to the City.
3. Provide all necessary security measures to protect the assets and operations of the marinas’, as well as the safety of all prospective vendors.
4. All security breaches shall be immediately reported to the City in writing.

Signage

1. All written requests for signage installation shall be submitted to the City for review and acceptance at least thirty (30) days prior to any suggested changes.
2. The City reserves the right to erect, remove, or change signs at the exterior of the property as it deems necessary and desirable for the convenience of the public. No exterior signs shall be erected or removed or changed by the Operator without prior written approval of the City.

 **ACCOUNTING AND REPORTING**

* 1. The Operator shall keep books and records of account in accordance with generally accepted accounting principles and procedures.
	2. The Operator shall submit monthly revenue and expense statements to the City and maintain books and records in accordance with generally accepted accounting principles. The City reserves the right to audit all sales records. The Operator must retain all such records and provide those records to the City upon its request.
	3. The Operator will provide a yearly, independent audit, at the sole expense of the Operator.
	4. The Operator shall submit a written request to the City for any proposed rate increases and changes. All requests must be submitted to the City for approval, at least thirty (30) days prior to any suggested changes. (A fee schedule must be provided as part of the bid submission, as well as part of the initial contract).
	5. Gross receipts shall mean the total amount received by or accruing to, the Operator, its agents, employees, and contractors by reason of the privileges granted under this Agreement, from any and all sales for cash or credit, for consumption, or use on or off the Premises of any goods or services as outlined in the agreement and approved by the City. Only the following may be excluded or deducted from the gross receipts for the purpose of computing the reports and payments due the City:
		+ - excise, sales or other taxes which are imposed upon the sale of goods or services, and which are collected by the Operator. This exclusion from gross receipts is not intended to

apply to any franchise fees or taxes, capital gains taxes, income or similar taxes that are based upon profits of the Operator.

 **OPERATIONAL INFORMATION**

 The City has identified the following goals for these recreational assets:

* Bring the existing marina up to a state of good repair.
* Provide boating access to Detroiters through a high-quality marina.
* Provide waterfront access to Detroiters whenever possible.
* Operate and manage the marina with a financially sustainable model.
* Make the marinas an extension of the parks (as appropriate).
* Expand accessible shorelines / connectivity by land and water.

## TECHNICAL INFORMATION

RESPONDENT PERFORMANCE HISTORY

The respondent shall provide the following information:

1. Identify in detail at least three (3) similar projects by name, subject matter, location, respondent’s services provided, and the length of time respondent’s service were provided on each (use attached reference form). Included in this informal shall be the description of services provided and the time period during which the services were provided;
2. Identify the respondent’s key personnel working on the projects identified in “section a” above;
3. Identify any projects in which the respondent’s contract was terminated for any reason;
4. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last ten (10) years;
5. Attach your organization’s financial statements (CPA Certified) for the previous three years; and
6. Provide an organization chart indicating the key personnel who will provide services resulting from this RFP. Also provide a resume for each of the key personnel.

## EVALUATION CRITERIA

# Technical Proposals will be evaluated before Cost Proposals are reviewed.

65 Points Maximum-Technical Proposal

PHASE ONE CRITERIA – NON-ECONOMIC DEVELOPMENT

|  |  |
| --- | --- |
| **Criteria** | **Point Value** |
| * + - 1. Commercial Marina - Management and Operations Experience
 | **30** |
| * + - 1. Key Operations and Management Personnel Credentials & Experience
 | **10** |
| * + - 1. Approach to achieving Operational Goals
 | **15** |
| * + - 1. Property Rehabilitation and Capital Improvement Approach
 | **10** |
| **Total Points Possible** | **65 Points** |

***Maximum points for Phase One Criteria not to exceed sixty five (65) points.***

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Detroit headquartered business 15 points

Detroit based business 5 points

*Maximum points for phase two not to exceed fifteen (15) points.*

PHASE THREE CRITERIA ECONOMIC DEVELOPMENT & CONTRACT PERFORMANCE OF PRIME AND SUBCONTRACTOR(S)

Detroit headquartered business 20 points

Detroit based business 10 points

*Maximum points for phase three not to exceed twenty (20) points*

## EVALUATION PROCEDURE

After evaluating the proposal, oral presentations may be scheduled with the respondents. A final determination will be made after the oral presentations are complete.

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.

## CONTRACT APPROVAL

Upon contract award, the City and the 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 respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the respondent prior to such approvals; nor shall the City incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

## REQUIRED SUBMITTAL INFORMATION

Technical Proposal and separate Cost Proposal (i.e., organizational chart, resumes, client list, brochures, cover letter, executive summary, etc.)

## SUBMITTAL INSTRUCTIONS

All proposals must be submitted through the Oracle system. 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 Oracle System. Responses received **will not** be available for review. Proposals received will be subject to disclosure under applicable 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 Oracle System. The contact person regarding the proposal should also be specified by name, title, and phone number. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

## PREPARATION OF PROPOSAL

The proposal shall include all forms as specified in these instructions. Each proposal shall show the full legal name and businesses address of the prospective respondent, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective respondent. Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

Respondent shall provide notice in its proposal to take exception to any requirement of the RFP. 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.

## REQUIRED CONTENT

Bid responses must include the following content:

## 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.

## Required Clearances and Affidavits

The following clearances and affidavits are required to do business with the City of Detroit. Approved clearances are not required to submit a response to the RFP but will be

required of the successful respondent prior to City Council approval.

Respondents must submit requests for clearances electronically via a link in the bid response Requirement Section in Oracle.

|  |
| --- |
| **Required Clearances** |
| Income Tax Revenue Tax |

## 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.

In your introduction, please include, at a minimum, the following information and/or documentation:

* A statement to the effect that your proposal is in response to this RFP;
* A brief description of your firm;
* The location of the firm’s principal place of business and, if different, the location of the place of performance of the contract;
* A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
* The name and contact information of the of the firm’s partner and or manager(s) that will be in charge of this project;
* The firm’s financial solvency, fiscal responsibility and financial capability;
* The age of the firm’s business and the average number of employees during each of the last three (3) years;
* The firm’s current tax status and Federal Employer Identification Number; and
* Evidence of any licenses or registrations required to provide the services under this contract.

## REQUIRED FORMAT

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

* Overall Scope of Work and Operational Responsibilities;
* Respondents Performance History;
* Proposal Submission Procedure; and
* Certificate of Good Corporate Standing, if a corporation Evaluation of the respondent’s proposal will be made in accordance with Section 10 of this RFP.

## REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the City of Detroit. 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.

Indicate the fees you will charge to perform the services. Attach a schedule of fees or hourly rates broken out for each type of staff member that will work on the project (i.e., Sr. Partner, Partner, Associate Paralegal Typist, etc.)

## TECHNICAL APPROACH

Present a brief description of procedures to be followed, presented in a form which will best assist the City is evaluating your firm’s ability to identify, evaluate and communicate while providing the requested services, e.g. fees.

## QUESTION DEADLINE

***All*** *questions regarding the RFP shall be submitted through the Oracle System.*

Respondents shall provide notice to take exception to any requirements of the Request for

Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal. The City of Detroit does not guarantee a response to questions not submitted after the question deadline.

## ECONOMY OF PREPARATION

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

## PAYMENT

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

## 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. Proponents will be notified by the Office of Contracting and Procurement of the date, time and location for Oral Presentations.

## ASSIGNMENT

The services to be performed by the respondent shall not be assigned, sublet, or transferred, nor shall the 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.

## 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.

## 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.

## MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

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

1. **BID DEPOSIT & PERFORMANCE BOND (*OPTIONAL)***

Proposers must submit a bid deposit valid for at least 120 (One Hundred Twenty) days, in the form of a bid bond (City of Detroit form attached) or cashier’s check in lieu of a bid bond in the amount of $ZERO. Checks are to be made payable to the Treasurer of the City of Detroit. The amount of each respondents bid deposit will be returned to all unsuccessful respondents and the successful respondent upon contract award or rejection of proposals. **FAILURE TO SUBMIT THE BID DEPOSIT SHALL RESULT IN**

## PROPOSAL REJECTION. BID DEPOSITS SUBMITTED IN RESPONSE TO OTHER SOLICITATIONS ARE NOT VALID FOR THIS RFP. THE ORIGINAL, FULLY EXECUTED BID BOND (ON THE CITY’S BID BOND FORM) MUST BE SUBMITTED WITH THE PROPOSAL.

The successful respondent(s) must furnish a performance bond in the amount of ZERO% of the contract value specified in the contract (City of Detroit form attached) guaranteeing the contract will be accepted if tendered an award.

## CHANGES IN FACTS

Proposers shall advise the City during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

## CONFIDENTIALITY OF PROPOSALS

Once proposals have been recorded they are subject to disclosure as per the requirements of the Michigan Freedom of Information Act.

## 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.

## 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.

## OFFICE OF INSPECTOR GENERAL

* 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
	2. in the Contract and fails to disclose such interest.
	3. 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.
	4. 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
	5. Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
	6. 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.
	7. 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.
	8. 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.
	9. 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[1](#_bookmark32)

1 “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.

1. [↑](#footnote-ref-1)