Request for Proposal 183724

TABLE OF CONTENTS

1. [MINIMUM QUALIFICATIONS 2](#_bookmark0)
2. [ADHERENCE TO TERMS OF PROPOSALS 2](#_bookmark1)
3. [REJECTION OF PROPOSALS 2](#_bookmark2)
4. [BACKGROUND/DESCRIPTION OF ENVIRONMENT 2](#_bookmark3)
5. [AWARD CLAUSE INCLUDING RENEWAL OPTIONS 2](#_bookmark4)
6. [OPERATIONAL INFORMATION 2](#_bookmark5)
7. [SCOPE OF WORK 3](#_bookmark6)
8. [TECHNICAL INFORMATION 10](#_bookmark7)
9. [RESPONDENT PERFORMANCE HISTORY 10](#_bookmark8)
10. [EVALUATION CRITERIA 10](#_bookmark9)
11. [EVALUATION PROCEDURE 11](#_bookmark10)
12. [CONTRACT APPROVAL 11](#_bookmark11)
13. [REQUIRED SUBMITTAL INFORMATION 11](#_bookmark12)
14. [SUBMITTAL INSTRUCTIONS 11](#_bookmark13)
15. [PREPARATION OF PROPOSAL 12](#_bookmark14)
16. [REQUIRED CONTENT 12](#_bookmark15)
17. [REQUIRED FORMAT 13](#_bookmark16)
18. [REQUIRED COST PROPOSAL 13](#_bookmark17)
19. [TECHNICAL APPROACH 13](#_bookmark18)
20. [QUESTION DEADLINE 13](#_bookmark19)
21. [ECONOMY OF PREPARATION 14](#_bookmark20)
22. [PAYMENT 14](#_bookmark21)
23. [ORAL PRESENTATION/DEMONSTRATION 14](#_bookmark22)
24. [ASSIGNMENT 14](#_bookmark23)
25. [MISCELLANEOUS 14](#_bookmark24)
26. [MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL 14](#_bookmark25)
27. [WARRANTY BOND & PERFORMANCE BOND (REQUIRED)](#_bookmark26)
28. [CHANGE IN FACTS……………………………………………………………………………...15](#_bookmark26)
29. [CONFIDENTIALITY OF PROPOSALS 16](#_bookmark28)
30. [NEWS RELEASE 16](#_bookmark29)
31. [REJECTIONS, MODIFICATIONS, CANCELLATIONS 16](#_bookmark30)
32. [OFFICE OF INSPECTOR GENERAL 16](#_bookmark31)

Revised 2/23/2022 Page **1** of **9**

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide design-build services to fully renovate 2912 Garland, Detroit and transform it from a duplex into a single-family home maintaining the historical appearance of the exterior to resemble 1925.

## 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

The City of Detroit’s overall goal is to develop a historical, interpretive plaza and restore and stabilize homes near the Dr. Ossian Sweet House to contribute to the historic character of the area and to commemorate and memorialize the history and legacy of Dr. Ossian Sweet and the influence of the events that unfolded in 1925.

The Dr. Ossian Sweet House, located at 2905 Garland Street, is listed on the National Register of Historic Places and is a registered Michigan State Historical Site (#S0461). The property was the home of an African American physician whose move into a previously all-white neighborhood in 1925, became the site of a racial incident that resulted in a nationally publicized murder trial that significantly impacted the greater Civil Rights movement. Please refer to the Historical Account Appendix A (attached) for the full context.

## The preservation and development of the Ossian Sweet house and surrounding area will add to Detroit’s rich history of important civil rights sites and monuments

## 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 one year with option for two one-year renewal options. 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- See attachments for 2918 Garland’s Scope of Work

The awardee is to provide the design-build services described in this request for proposal to restore and stabilize the duplex located at 2912 Garland, Detroit. The overall goal is to arrest deterioration and preserve the integrity of the historic property and characteristics of the exterior façade. The interior will be fully renovated, and the duplex will be turned into a 5 bedroom/2-bathroom single family home.

The Awardee will be responsible for any necessary construction documents that are required to obtain permits and to develop a package for construction. Upon successful completion of permitted construction plans, the Design-Build Team will be responsible for construction of the entire project. All design and construction work will be closely coordinated with the City of Detroit’s Bridging Neighborhood (BN) Construction Management team.

Coordination with BN will be required throughout the process as we will work through a schedule of values throughout the project. All sequencing and schedule of work must be approved in advance by the BN/City of Detroit. The goal is to have this project completed by Spring 2024. The master schedule will require weekly updates to be issued throughout the project, all updates will show the start date of a task, percentage complete, and the estimated completion date of each task.

BN requires all program homes to be renovated to meet BN Construction Quality Standards (“Construction Standards”) and any home-specific Standard Modifications. A mandatory pre-bid walk is held to provide a clear and concise overview of the program’s expectations as described in the Construction Standards and Standard Modifications provided within this RFP.

The full scope of work is made up of 4 parts, included in the attached document, “2912 Garland Street Scope of Work.”

* Part I – Standard Modifications
* Part II – BN Construction Quality Standards
* Part III – Product Specifications
* Part IV – Hazardous Materials Survey (may be added as an addendum during the RFP period)

Note that change orders will not be approved for any condition that was present and visible at the time of the mandatory pre-bid walk but was not considered in the Contractor’s bid.

**PART I – STANDARD MODIFICATIONS**

1. **Compliance (Code, Warranty & Hazardous Materials)**
2. Compliance (Hazardous Materials - Asbestos): Per Hazardous Material Survey, all asbestos containing materials and assumed asbestos containing materials within the survey will be abated and cleared prior to the General Contractor

receiving a Notice to Proceed. For asbestos containing materials identified on the roof (“roof seam sealant (black)”) it is the responsibility of the General Contractor to utilize proper asbestos abatement methods when removing and reinstalling or repairing the roof. All applicable work practices in the OSHA Standard must be observed by the General Contractor in completing the SOW and any forthcoming, approved change orders; all applicable prohibitions in the OSHA Standard must be adhered to.

1. Compliance (Hazardous Materials – Mold): Per BN Construction Quality Standards, it is the responsibility of the General Contractor to remove all mold. A passing lead dust and mold test is required at the conclusion of the project.
2. **Security**
3. No changes to standards noted.
4. **Interior**
5. A pre-determined package with an SKU list is attached. For 2912 Garland, the “Grey” package will be utilized.
6. Provide gas and electric connection for stove.
7. Provide gas and electric connection for dryer.
8. Provide connection and space for dishwasher.
9. Rewire entire house
10. Replace all sewer drains.
11. The kitchen will have approximately 15 cabinets total. Please note that this is a high-level estimate and is subject to change.
12. **Exterior**
13. Wood siding, windows, porch/railings, gutters, and trim must all maintain the historical features of 1925. A rendering of the exterior of the home must be submitted by the respondent with their RFP.
14. Replace the main sewer line from inside the trap, (including the trap) to the end of the property line at the alley. A video scope of the sewer to the main is required. Any identified blockages must be mitigated by the GC.
15. A white picket fence will be installed on the front side of the home no taller than 4ft. A chain link fence will be installed around the rest of the home’s yard.
16. New roof

**PART II – BN CONSTRUCTION QUALITY STANDARDS**

1. **Compliance (Code, Warranty & Hazardous Materials)**
2. Code – All BN homes must be up to current building code, as evidenced by approved permits from the City of Detroit’s Buildings, Safety, Environmental and Engineering Department (“BSEED”). This includes compliance with:
   1. 2015 Michigan Residential Code;
   2. 2015 Michigan Rehabilitation Code; AND
   3. 2015 Michigan Energy Code.
3. Code – In order to complete a renovation, BN requires proof of approved permits. BN will notify the General Contractor (“GC”) of any missing permit approvals no later than the first punch walk.
4. Code – BN also employs exterior and interior requirements to ensure the delivery of homes in a consistent manner for all future homeowners. These requirements are described in Section C and Section D below.
5. Warranty – All BN homes must be warranted by the GC for a total of 18 months from the date of key handoff.
   1. Warrantying an item includes items that are renovated, as well as items that are inspected by the Contractor and deemed to not require renovation in order to meet code and/or be functional for at least 18 months from the date of key handoff.
   2. The performance/payment bond is converted into a warranty bond after the key handoff and final payment. BN reserves the right to pull on the warranty bond if the GC is non-responsive to future homeowner’s warranty calls in the 18-month period following key handoff.
6. Hazardous Materials – All BN homes receive a hazardous material survey, provided to the contractor in Part IV. BN focuses on the monitoring and clearance of the materials listed below; any materials identified in the survey outside of those listed below will be addressed in the Standard Modifications.
   1. Asbestos – BN contracts for any necessary abatement of asbestos-containing materials from the home prior to the GC receiving a Notice to Proceed (“NTP”). A post-abatement clearance is obtained by BN. The GC will not have any involvement in the inspection, abatement, or clearance of asbestos-containing materials, however, in the instance asbestos-containing materials are determined by BN to be capable of safe encapsulation, this will be noted within the Standard Modifications (Part I).
   2. Lead in water – BN requires all lead service lines to be removed and replaced with copper, both on the private and public sides. BN contracts for any necessary water service line replacements where lead service lines are present. If a change out is needed, the entire service line from the home to the main is replaced. This is not the responsibility of the GC, though may require coordination with the GC during construction.
   3. Lead dust – All BN homes were built prior to 1978 unless otherwise noted on the Standard Modifications and therefore BN assumes lead-based materials to be in the home. BN requires all GCs to use EPA RRP lead safe practices throughout the entire construction period and obtains a clearance at the end of construction to ensure the home is safe for occupancy. BN shall cover the cost of the approved lead dust clearance; any failed lead dust clearance will be charged back to the GC on the final pay application.
   4. Mold – If mold is identified within the home’s hazardous material survey, it is the responsibility of the GC to remove all mold and will not be included in the Standard Modifications. BN shall cover the cost of the

approved mold clearance; any failed mold clearance will be charged back to the GC on the final pay application.

1. **Security**
2. The GC is responsible for the security of the home and all its contents from the time the NTP is sent until the keys are turned over at the completion of construction.
3. BN will have Secure View installed at homes prior to starting construction.
4. Construction management team will ensure Secure View is still properly installed at the time of notice to proceed. If/when the GC removes Secure View during construction, the GC is responsible for the proper reinstallation.
5. At the time of key handoff, GC is no longer responsible for the security of the home and BN will take over all security responsibility.
6. If there are repeat security issues, BN may work with the contractor to install a DAWGS metal security system.
7. **Interior**
8. All rotted wood on or in home shall be removed and replaced.
9. All unleveled floors shall be leveled.
10. Electrical shall be replaced to meet code, at the discretion of the GC.
11. All HVAC shall be replaced to meet code, at the discretion of the GC.
    1. Complete heating and ventilating system shall be sized for the home;
    2. The furnace shall be 95% or greater energy efficiency;
    3. The system shall be prepped for future AC conversion; to include “A” coil. AND
    4. The PVC power vent shall be through sidewall.
12. Any existing lead plumbing shall be demolished; all installed plumbing shall be PEX; this also includes drains.
    1. The water heater shall be a 95% high efficiency, 40-gallon power vent unit. AND
    2. The PVC power vent shall be through sidewall.
13. Basement walls and floors shall be finished in a manner to reduce water infiltration as much as possible.
    1. All basement wall cracks shall be caulked;
    2. All basement walls shall be painted with DryLok or equivalent;
    3. Install French drain and sump pump;
    4. Install back flow valve preventer on sewer line; AND
    5. Basement floor shall be painted and sealed.
14. All partition walls in basement should be demolished unless otherwise noted in standard modifications.
15. Any exposed exterior wall or ceiling should be insulated per Michigan Energy Code.
16. All interior doors shall be adjusted, repaired, or replaced to open and shut properly.
    1. All door hardware shall be replaced per product specifications;
    2. All doors shall be painted; AND
    3. All doors shall have a door stop.
17. Provide utility hookup at stove and dryer locations per Standard Modifications.
18. Provide connection and cabinet space for microwave.
19. Provide cabinet space for dishwasher.
20. Install adequate lighting throughout home per code.
21. All steps shall be repaired or installed per code.
22. All handrails shall be repaired or installed to meet code and painted to match trim.
23. All windows shall be new and match the historical character of 1925
    1. New windows shall be double hung wood in the front of the home and vinyl for the rest of the home w/ low E insulated glass for the rest of the home windows and glass block for basement windows.
    2. Window screens shall not have any holes at time of key handoff.
24. All interior trim and/or woodwork shall be repaired or replaced as needed with a consistent profile to match existing interior trim and/or woodwork.
25. Any painted surfaces should be prepared, primed, and painted for 100% coverage, no bleed through or flashing.
    1. As noted in Section A-5 above, ALL BN homes were built prior to 1978 therefore lead safe practices are required;
    2. All paint colors and sheens shall be determined based on package selection indicated in standard modifications; AND
    3. All drywall shall be finished to Level 3 or better.
26. Provide new toilet, sink, vanity, bathtub, and fixtures in bathrooms per product specifications unless otherwise noted.
27. Provide and run a dehumidifier with hose running to drain immediately after electric service is established in the home.
    1. The dehumidifier shall be left in home for future homeowner.
    2. BN is responsible for all utility bills throughout construction; GC must coordinate with BN for establishing utilities.
28. Provide smoke & carbon monoxide detector per code.
29. Bedrooms shall have combo ceiling fan and light per product specifications.
30. All bedrooms and walkways shall be carpeted, unless noted otherwise in Standard Modifications.
31. The entryway, kitchen, dining room and all bathrooms shall be tiled with LVT.
32. Provide connection for laundry facilities in basement per Standard Modifications.
    1. Laundry connection and set up to include a laundry tub per product specifications.
33. At the end of construction and before the lead dust clearance is scheduled, all surfaces inside the home shall be cleaned in accordance with EPA RRP standards.
34. **Exterior**
35. All debris shall be removed from yard including trash and construction debris. No construction debris shall be left under porches/enclosed areas. Contractor will be required to come back and remove at no cost to BN if discovered. Overgrown vegetation to be cut down to ground level and removed.
36. A positive grade away from the home must be attained.
    1. Any disturbed soil must be raked and/or replaced with topsoil where needed; AND
    2. Any disturbed soil must be seeded.
37. All BN homes shall have a new roof that is warranted by the GC for an 18-month period from key handoff.
    1. All rotted or damaged wood on roof shall be removed and replaced prior to roofing installation; AND
    2. All roof replacements must be stripped to the deck.
38. All masonry shall be inspected, and tuck pointed unless otherwise noted in Standard Modifications.
39. Regarding any non-brick exteriors:
    1. Siding/trim should be replaced to match the historical character of 1925 for the entire home.
40. Secure and install mesh cap on any chimney or exhaust not being used.
41. All exterior cantilever buildings or decks must be enclosed with lattice.
42. All new gutters shall be in working condition and match the historical character of 1925 (half round gutters are preferred)
    1. Replaced gutters shall not leak or have rust.
    2. All gutter systems that are attached to the home (deck not included) shall include 4–6-foot downspout extensions.
    3. All downspout extensions shall be installed in a direction that does not impact neighbors’ property.
43. Sewer must be snaked and scoped to confirm there are no blockages and no repairs needed to ensure proper functionality for an 18-month period from key handoff.
    1. Video of scope must be submitted to BN in order for payment.
    2. If a blockage or other repair is needed on the sewer line or associated J-, P-, or S-traps, BN will request pricing from the GC to be applied to the contract contingency (i.e., in addition to the GC bid).
44. Any flashing shall be repaired or installed per code.
45. All steps shall be repaired or installed per code.
46. All handrails shall be replaced or installed per code using weather-resistant material.
47. Any painted surfaces should be prepared, primed and painted for 100% coverage, no bleed through or flashing.
48. All first-floor exterior doors shall include an additional security door.
    1. All security doors shall be key operable from the outside only and include a cover over the inside deadbolt.
49. All exterior doors, including security doors, must be keyed alike.
    1. Four (4) identical keys must be provided at key handoff.
50. Provide a mailbox hung on exterior of home that includes address numbers.
51. All porches must adhere to #1, #4, #5, #7, #11, #12, and #13 where applicable.
    1. Porches with cement caps shall be painted.
52. At the end of construction and before the lead dust clearance is scheduled, all surfaces outside the home shall be cleaned in accordance with EPA RRP standards.
53. GC is responsible for the removal of all debris resulting from construction.  This includes living spaces as well as non-living spaces such as the attic, crawlspace, under porches, or any other non-living space in the property
54. **Exclusions**
55. Asbestos survey, abatement, and post-abatement clearance
56. Mold survey, report and approved post-removal clearance testing
57. Approved lead dust clearance testing
58. Initial boarding up of the structure

**PART III – PRODUCT SPECIFICATIONS**: A pre-determined package with a SKU list for all product specifications is attached. The “Grey” package will be used for 2912 Garland.

**PART IV – HAZARDOUS MATERIALS SURVEY**

Surveys for 2912 and 2918 Garland St. will be provided upon request.

|  |  |
| --- | --- |
| Proposal Evaluation Criteria | Possible Points |
| 1. Work Plan/Schedule | 20 |
| 1. Capacity | 10 |
| 1. Experience | 15 |
| 1. Cost Proposal | 20 |
| Total Points Possible | 65 |

1. **Work Plan/Schedule**

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

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

1. **Capacity**

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

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

1. **Experience with Similar Projects**

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

* Detail your experience working on similar major home renovation and include experience in historic renovations / retaining the exterior historic character of a home.
* Identify any other unique challenges/approaches that you have experienced that will contribute to a successful project.

1. **Cost Proposal**

* Provide total cost of requested renovations.

## TECHNICAL INFORMATION

**Please see attached Specifications for Materials**

## 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 **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.

## WARRANTY BOND & PERFORMANCE BOND (REQUIRED)

## The successful respondent(s) must furnish a payment and performance bond in the amount of 100% of the contract value specified in the contract (City of Detroit form attached) guaranteeing the contract will be accepted if tendered an award and a 100% Warrantee bond for 18 months.

## 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.

## 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 in the Contract and fails to disclose such interest.
  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.
  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.
  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. 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.
  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.
  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[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.