



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

RFP NO. 183832

ARPA - RENEW DETROIT HOME REPAIR – ROOF REPLACEMENTS

Buyer: Jamillah Watkins
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EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	August 10, 2023
PRE-PROPOSAL CONFERENCE	August 21, 2023, 10:00am EST Location: Microsoft Teams
Microsoft Teams Link : Click here Dial In Number: +1 469-998-6602,,796512549#, Phone Conference ID: 796 512 549#	
QUESTIONS DUE	August 28, 2023, 2:00pm EST, on or before All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFP.
ANSWERS DISTRIBUTED	August 30, 2023
PROPOSAL DUE DATE *	September 12, 2023 @ 3:00pm EST In the Supplier Portal as specified in Section 4.5 of this RFP.

* Proposals must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed proposals will not be accepted.

Respondents must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database www.detroitmi.gov/supplier. Instructions may be found on the City of Detroit website which includes tutorials on how to register. If you have any questions, please send an email to procurementinthecloud@detroitmi.gov or call (313) 224-4600.



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Section 1. Project Summary and Background

1.1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the Housing and Revitalization department requests proposals from qualified Respondents to render certain professional services ("Services") as set forth in this RFP to provide to provide roof replacement and related construction services for up to 480 residential homes from October 2023 – July 2024.

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).

Renew Detroit ("City-RD" or ARPA Home Repair) is a free essential home repair program for low-income senior and disabled Detroit homeowners run by the City of Detroit. City-RD has allocated \$45M of US American Rescue Plan funding toward this initiative, which includes an original commitment of \$30M by the City of Detroit through its direct federal ARPA funding and a \$15M additional award from the State of Michigan, also with ARPA funding, to expand the program. The program currently includes 2 phases: Phase 1 with 1,000 roof replacements and Phase 2 with an additional 1,000 window OR roof replacements.

The City of Detroit's Office of Contracting and Procurement is soliciting proposals from individuals or firms to provide roof replacement and related construction services for up to 480 residential homes from October 2023 – July 2024. City-RD anticipates awarding up to 4 contracts, with each awarded Contractor being assigned up to 120 homes. The residential homes will all be located within the City of Detroit and may be single family or multi-family structures, never exceeding 4 units. City-RD will make a concerted effort to ensure that each bundle of homes will be generally geographically located, with the expected geographical areas being West, East and Central. This solicitation will not include any roof replacements which require Historic District Commission approval.

Note that City-RD intends to put out a series of RFPs to complete the total 2,000 home repairs required by the Renew Detroit program. This RFP is the mid-sized RFP, with an anticipated additional RFP forthcoming in 2023: a smaller-scale RFP (for firms interested in completing up to 20 roof replacements, at a pace of approximately 1 per week). RFPs for window replacement will not be released until 2024, once a determination of the total volume required is confirmed. At this time, there is no limitation on Contractors bidding on multiple RFPs for the Renew Detroit program, however, no Contractor will be awarded more than one Contract per RFP.

This solicitation encompasses participants primarily selected as part of City-RD Phase 1 in Spring 2022 and Phase 2 in Summer 2023. The timeline which City-RD is targeting for this solicitation and the resulting construction work is:

- Contractor Selection: July - September 2023
- Contractor Onboarding: October 2023
- Construction Start*: October 2023



- 70% Completion Benchmark: May 30, 2024
- Construction Complete: August 1, 2024

* All addresses to be included within contract are provided to awarded Contractors

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 H**). The term of the contract will be for two (2) years. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. The City anticipates up to four (4) awards as a result of the RFP.

Section 2. Statement of Work

2.1. SERVICES TO BE PERFORMED

For the City of Detroit to identify participants for the Renew Detroit program, an application and selection process was established. Participants of the program are deemed eligible after their application is reviewed for eligibility criteria, which includes having a current year HOPE Property Tax Exemption, the homeowner being disabled or a senior, and the home having no City of Detroit grants received in the past 10 years. Once the pool of applicants includes only eligible households, each household is provided a Home Repair Score. The Home Repair Score is based on a set of pre-determined criteria, which includes length of homeownership, size of household, percentage of HOPE exemption, and whether the household previously applied for and did not yet receive home repair assistance through specific programs, Senior Emergency Home Repair or Weatherization. Households with the top 1,000 Home Repair Scores are conditionally selected in each phase, for a total of 2,000 households. Renew Detroit applications were open for the month of October 2021 (Phase 1) and October 2022 (Phase 2) and conditional selections for the program are made between the months of April-July 2022 and 2023 (Phase 1 and 2, respectively).

Upon notification of conditional selection, all homes undergo a standard assessment by the City-RD construction team. The purpose of the assessment is to ensure a new roof is necessary and that a new roof can be safely constructed, considering the state of the existing house structure.

2.1.1 Summary Scope of Work

For each home conditionally selected and subsequently confirmed acceptance into the Renew Detroit program, the following scope of services must be performed in 15 calendar days or less, with re-shingling occurring in 5 calendar days or less, per project site:

- A. Remove and properly dispose of all previous shingles and/or cedar shake
- B. Replace any rotting sheathing
- C. Rebuild any damaged rafters or support beams
- D. Ensure that all roofs are completed to Michigan and City of Detroit code requirements. For a detailed list of all City of Detroit Buildings, Safety, Engineering & Environmental (BSEED) requirements, see ATTACHMENT I.
- E. Install all necessary venting and flashing
- F. Replace all gutters and downspouts to code
- G. Pull and receive approval for all proper permits
- H. Clean site of all construction materials once roof replacement is complete

Individual projects that have not requested a City-RD closing walk by the 15-calendar day limit, not including inclement weather days, will be subject to liquidated damages of \$50/day. Liquidated damages will be assessed through a reduction in the total payout per property.

2.1.2. Detail Scope of Work

Specifically, the City of Detroit has determined that the above services will generally occur through the following steps.

- A. Upon receiving a list of assigned homes, the awarded Contractor must provide a written quote per each participant address.

- i. Contractor's quote must include verified measurements based upon EagleView Technologies®, or a similar report
 - ii. Total amount of squares required to perform the roof replacement, not to exceed 115% + plus 1 sq. of report estimate. No exceptions will be made to this allocation. See ATTACHMENT F for an example of how this allocation is calculated.
 - iii. Contractor must provide quote no later than 10 calendar days after walkthrough of participant address.
 - iv. Contractor quote must include all work necessary to complete roof replacement including readily visible deficiencies. For any work that does not have established line-item pricing, an explanation of existing issue, including any structural conditions that might hinder roof replacement, must be provided. For each identified issue, pricing must be provided for review and approval.
 - v. Contractor quote must either indicate the identification of any environmental concerns present, Contractor's recommended course of action in accordance with all applicable Federal, State and local environmental regulations/laws and associated cost OR confirm that no other environmental factors were identified at walkthrough.
- B. Upon receiving a list of assigned homes, the awarded Contractor must complete a City-RD production schedule template. The production schedule template requires start date, weather-permitting, for all assigned projects. The completed production schedule will also confirm how the awarded Contractor will complete all work within the assigned RFP timeline (October 2023 – July 2024).
 - C. Contractor shall not begin work on any project address until a Terms of Agreement is fully executed, including written approval from the Participant and City-RD, and a City of Detroit permit is properly pulled in accordance with BSEED requirements.
 - D. Contractor shall be responsible for proper demolition, disposal and hauling of all previous shingles and/or cedar shake from the project site to an approved landfill.
 - E. Contractor must utilize tarps, magnetic nail strips, and any additional methods necessary to return site to original condition at the end of each workday, including the entirety of the surrounding areas that may be affected during these services.
 - F. Contractor must provide temporary weather protection to protect property from the elements and between workdays.
 - G. Contractor must follow established program photo policy to document construction progress. This includes, most importantly, photos of exposed roof decking. City-RD reserves the right to deny payment, OR require roof replacement rework, for any project that does not have adequate exposed roof decking photos.
 - H. Contractor may only submit change order requests for issues identified throughout the roof replacement that were not apparent at the time of walkthrough. For any change orders requested, the City-RD change order template must be completed and photos substantiating the need for the change order must be included with the request. City-RD reserves the right to inspect issues before making a determination on change order. Contractor may only proceed after written approval from City-RD. Any work performed by the awarded Contractor without prior written approval from City-RD will not be compensated.
 - I. Contractor must perform installation of new roof deck or deck repairs, and any related and approved additional scope of work, in accordance with Michigan residential and City of Detroit building code, including installation of decking,

flashing, felt, Ice and Water shield, shingles, drip edges, gutters and downspouts and maintain required attic ventilation. See ATTACHMENT I for a detailed list of all BSEED roof replacement requirements.

- J. Contractor must obtain final BSEED approval to confirm completion of roof replacement in accordance with code.
- K. Contractor must provide minimum 18-month warranty on all roof replacements and related work awarded through this RFP, including an 18-month complaint period.
- L. Contractor must restore any lawn areas damaged throughout the construction process to prior condition.
- M. Project completion is determined once City-RD obtains Participant and Contractor sign off per project site to confirm all work assigned within this RFP is complete, including cleaning site of all construction materials.

2.1.3 Roles & Responsibilities

To execute the above-described work, a partnership must be established. Roles and responsibilities will be shared between the awarded Contractor(s) and the City-RD. The City-RD has the following responsibilities:

- A. To identify all properties/participants.
- B. To provide a complete list of all addresses for properties/participants assigned to each awarded Contractor.
- C. To make initial contact with participants.
- D. To make introduction to each awarded Contractor.
- E. To provide documentation templates to each awarded Contractor to ensure necessary information is obtained and documented throughout the construction period, including:
 - i. Production schedule template
 - ii. Quote (bid) template
 - iii. Change order template
 - iv. Payment submission packet
- F. To review, edit if necessary, and approve completed production schedules, project quotes, and any requested change orders in a timely manner.
- G. To review, identify, and communicate any discrepancies in material calculations that unreasonably exceed the measurements provided in the aerial report.
- H. To perform, and/or coordinate, pre- and post-inspections of roofs in a timely manner so that work can start and stop on schedule.
- I. To provide a Terms of Agreement template that is to be signed by the Participant giving consent to the scope of work provided by the awarded Contractor.
 - i. Approve Contractor scope of work to be input into the Terms of Agreement template
 - ii. Sign the Terms of Agreement prior to the Homeowner's signature
 - iii. Obtain participant signature
- J. To obtain Homeowner's signature at final inspection.
- K. To assign a City-RD representative to:
 - i. Field communications from participants before and throughout construction period.
 - ii. Serve as the day-to-day point of contact for the awarded Contractor throughout the term of the Contract.

- iii. To monitor/review all work in progress and visit jobsites as needed to ensure compliance with stated procedure.
- iv. To attend the final punch walk.
- v. Note that City-RD representative will assist with any issues they are able, which would prevent awarded Contractor from meeting production schedules.
- L. To review and approve acceptable Contractor payment packages to ensure prompt payment to awarded Contractor.
- M. To meet weekly, or as needed, with Contractor to review project progress in accordance with Contractor-supplied production schedule.
- N. To provide timely feedback to Contractor on unsatisfactory work, Contractor's failure to comply with Contractor Conduct Policy and or Contractor's failure to meet pre-established production schedule timelines.

Alternately, each awarded Contractor will have the following responsibilities:

To educate all Contractor crews on and to uphold all Contractor crews to the City-RD established Contractor Conduct Policy during any work that is being performed through this RFP.

- i. Attend Contractor Onboarding workshop, including key staff who will be assigned to the project.
- ii. Attend Participant meetings held for residents that are taking part in the construction cycle.
- iii. Each awarded Contractor must review and sign the Contractor Conduct Policy at time of Contractor Onboarding workshop.
- iv. Contractor is responsible for notifying City-RD of any new sub-contractor utilized throughout the term of the Contract that is not listed in Contractor's response in ATTACHMENT E.
- v. Contractors that do not abide by and/or uphold crews to Contractor Conduct Policy may be subject to punitive measures.
- vi. It is essential that those who seek to contract with City-RD observe high standards of professionalism, honesty, and integrity. Contractors must conduct themselves in a manner that fosters public and program confidence including accurate and honest documentation and communications with staff and residents.
- A. To walk each project site and develop a detailed scope of work with line-by-line costs specified, to be submitted as a quote to the City-RD team.
 - i. City-RD strongly recommends the Contractor assigns a carpenter to attend bid walks to ensure accurate bids.
- B. To complete the City-RD production schedule template throughout the construction period.
 - i. No individual project site should have a forecasted construction period longer than 15 calendar days, with re-shingling never exceeding 5 calendar days, without explicit approval from City-RD.
 - ii. Contractors that repeatedly fail to uphold approved production schedules may be subject to punitive measures.
- C. To provide for all tools and machinery necessary to complete the scope of work, including licensing for EagleView Technologies ® (or similar report), providing City-RD access to Contractor's construction photo repositories if applicable, and all PPE necessary for Contractor's employees or sub-contractors.

- D. To order, purchase, and store all materials necessary to complete the scope of work.
 - i. Contractor is responsible for safely securing all materials, tools or equipment.
 - ii. Contractor will be responsible for any insurance claims resulting from negligence regarding site maintenance.
- E. To provide for implementation and oversight of all roof replacements and any associated, approved scope of work.
 - i. Contractors must be in compliance with all contract requirements throughout the construction and contract periods, including insurance, permits & licenses, OSHA/Safety, and any other Federal, State or local environmental regulations/laws as necessary.
- F. To pull all necessary permits from City of Detroit’s Building Safety Engineering & Environmental Department (BSEED) and obtain approvals for all permits pulled.
- G. To submit timely change order requests on the template provided by City-RD template for any issues identified throughout the roof replacement that were not apparent at the time of walkthrough. Change orders submitted after the work is completed will be automatically denied regardless of documentation provided.
- H. To manage and respond to all City-RD questions and complaints and seek to ensure homeowner satisfaction, including:
 - i. Responding to City-RD communications within 4 hours.
 - ii. Contacting the assigned City-RD representative immediately with any Participant issues.
- I. To complete final walk with assigned City-RD representative, including, if necessary:
 - i. Completing follow-up punch walks with assigned City-RD representative until all punch items are satisfied.
 - ii. Individual projects that have not requested a City-RD closing walk by the 15-calendar day limit, not including inclement weather days, will be subject to liquidated damages of \$50/day.
 - iii. Requests for City-RD closing walks at properties with obvious non-compliance (Gutters not installed, Storm Pipe not capped, Fascia & Soffit not Completed, Jobsite not free of Roofing Debris) will be subject to liquidated damages of \$150/visit.
- J. To collect and submit all necessary documents for a complete payment package to the City-RD team no later than 30 calendar days from the final closing walk approval. These documents will include but are not limited to:
 - i. Final permit approval from BSEED,
 - ii. Manufacturers’ and suppliers’ written guarantees and warranties covering materials and equipment utilized in the completion of the scope of work,
 - iii. Full conditional waiver of lien from the awarded Contractor
- K. To meet weekly, or as needed, with City-RD team to review project progress.
- L. To provide weekly/regular reporting and other deliverables as requested by the City-RD team.

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**

The City of Detroit is committed to centralizing and warehousing data for the purpose of improving service delivery and enabling cross departmental analytics. For this reason, we expect Contractors, contractual relationships, and resulting software platforms to enable data access, data interoperability, warehousing of resulting data, and adherence to City data standards.

Specifically, the City minimally requires:

- Access to any data via APIs in a machine-readable format.
- Full documentation of APIs (including field names and objects) and the database schema used by the application.
- Ability for City to push data as needed to these software systems to update base datasets.
- Any location-based data or platform utilizes the City’s Base Units geocoder, Base Units Database, and/or address data standards as applicable. For more information see: <https://base-units-detroitmi.hub.arcgis.com/pages/about-base-units>
- The ability for the City to use and govern this data as it deems necessary-
- centralizing it, porting it into other systems, and using it for additional and future organizational needs.

The City prefers:

- System or platform has the capacity to store field-level metadata and display it in the user interface when appropriate
- API is able to provide data in a JSON format.
- Data system or data exports integrate easily with ESRI products including feature services.
- Systems or platforms that support data exchanges (pushes and pulls) that can happen dynamically.

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, PERFORMANCE & PAYMENT BONDS (Construction)**

All respondents must furnish a bid bond in the amount of 5%. **The bid bond must be included with the submitted proposal. (Attachment K)**



The successful respondent must furnish payment and performance bonds in the amount of **100%** of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award. **See Attached Bond Forms J and L for requirements.**



Section 3. Proposal Evaluation and Selection Process

3.1. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating the following:

1. The Respondent must show sufficient capacity to complete up to 120 roof replacements by August 1, 2024. (**Attachment G – Capacity Calculator**)
2. The Respondent must have successful prior experience completing at least 10 complex roof replacements since January 1, 2022.
 - a. The prior experience must include roof replacements on occupied homes, including but not limited to construction services (either self-performed or subcontracted), purchasing and handling of construction materials as needed, permitting, project timeline management, quality control and warranty response as needed.
3. The Respondent must have successful prior experience complying with national, state and local environmental requirements.
 - a. Respondent must provide proof of experience complying with national, state, and local environmental agencies in the execution of a work plan that includes roof replacements, including but not limited to homes constructed prior to 1978 (requiring lead-safe practices) and homes with asbestos hazards present requiring management and/or removal.
4. The Respondent must provide proof of a valid Michigan Residential Builders or Alterations Maintenance License.
5. The Respondent must be registered with the City of Detroit Building, Safety, Engineering and Environmental Department (“BSEED”).
6. The Respondent must provide a letter from its bonding company stating aggregate bonding capacity of minimum \$2.5M.

3.2. ADHERENCE TO TERMS OF PROPOSALS

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

3.3. QUESTION DEADLINE

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



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

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

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

3.4. EVALUATION CRITERIA

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
1. Organization & staff experience (Attachment A – Part 1)	25
2. Capacity (Attachment A – Part 2)	25
3. Work proposal & approach (Attachment B)	25
4. Pricing (Attachment C)	25
Total Points Possible	100

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 H – Model Professional Services Contract Respondent shall provide their agreement to the Model Professional Services Contract or note any exceptions provided in Attachment H.
7.	Attachment J – Performance Bond Form Attachment K – Bid Bond Form Attachment L – Payment Bond Form All respondents must furnish a bid bond in the amount of 5%. The bid bond must be included with the submitted proposal. 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 (see Section 2.4



Required Response Item	
	<u>Bid, Performance and Payment Bonds (Construction)</u> and Attachments J, K, and L – Performance, Bid and Payment Bond Forms for requirements).

4.3. REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the City of Detroit, through the completion of **Attachment C**. If a contract is entered into as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the proposal. The City of Detroit reserves the right to select proposals from the most responsible Respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function.

4.4. ECONOMY OF PREPARATION

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

4.5. SUBMITTAL INSTRUCTIONS

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

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



Section 5. General Conditions and Requirements for RFP

5.1. CONTRACT APPROVAL

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

5.2. PAYMENT

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

5.3. INVOICES

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

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

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

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

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

Required vendor steps to invoice:

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

Invoice MUST contain or have as attachment:

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

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

Other invoice requirements:

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

Terms are standard NET 7 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 - RD Employee Exp Sheet**
- Attachment F - RD Square Calculator**
- Attachment G - RD Capacity Calculator**
- Attachment H - Model Professional Services Contract**
- Attachment I - BSEED Roof Requirements**
- Attachment J - Performance Bond**
- Attachment K – Bid Bond Form**
- Attachment L – Payment Bond Form**