



**CITY OF DETROIT  
OFFICE OF CONTRACTING AND PROCUREMENT**

**REQUEST FOR PROPOSAL**

**183789 Wells Park Improvements**

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**PROPOSAL CONTACT:**

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**NOTICE OF NO CONTACT**

**Unless authorized by the listed Office of Contracting & Procurement's Buyer for this negotiation, no other City official, employee or contractor may speak for the City of Detroit regarding this negotiation until award is complete. Any vendor contacting other City officials, employees or contractors does so at vendor's own risk and vendor may be subject to disqualification or other disciplinary actions. The City of Detroit is not bound by such information provided to a vendor by an unauthorized City official, employee or contractor.**

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**1. INTRODUCTION**

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide park improvements at Wells Park, 20159 Griggs Avenue, Detroit, MI 48221.

**2. 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.

**3. 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.

**4. 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.

**5. AWARD CLAUSE**

If a contract is awarded as a result of this RFP it will be a City of Detroit Professional Services Contract (attached in Oracle). The City anticipates one award for this project. The term of the contract will be determined by the award. The expected duration for this project is 18 months.

**6. OPERATIONAL INFORMATION**

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

**7. SCOPE OF WORK**

*See attached drawings, details, and specification for full scope of project to be bid on. In addition to items shown on the drawings, the following general tasks shall be included in the contract. Comprehensive list of all items on attached Bid Form.*

**I. Site Restoration:**

- a. The completion of the site restoration work shall include, but is not limited to the restoration of all areas disturbed by the construction work operations such as:
  - i. backfilling, all final lawn rough grading, finish fine grading of the lawn surfaces as specified in the preparation to install the hydro-seeding materials for lawn areas, the actual hydro-seeding and fertilization of the prepared approved turf lawn areas, protection of all fixed site improvements like fencing, trees, play structures, walk and other paved surfaces from any over-spray, clean-up following installation work, aeration, and fertilizing, and other maintenance and

care necessary to produce a quality lawn including scarifying and re-application of any bare areas as required until the new turf is fully established.

- ii. Confirm approval by City Representative and final clean-up of the park to turn back over to the City, and all other items necessary to complete the job, whether specifically mentioned or implied. If the City Representative determines that topsoil from this site or other project sites is acceptable topsoil the contractor may be allowed to reuse the acceptable topsoil as backfill material for site restoration.

**II. Mobilization:**

Mobilization will be paid for on a contract lump sum basis. Price paid shall be payment in full for all labor, material, and equipment necessary for all preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, tools and any other incidentals that are required to project site; and any other facilities necessary to undertake the work on the project; and for other work and operations, which must be performed, or for expenses incurred, prior to beginning work on the various contract items at the project sites. This item shall also include preconstruction costs, exclusive of bidding costs, which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items under the contract. The price paid shall be paid in full for Mobilization throughout the progress of the project work until completed.

**III. Layout & Field Survey:**

Layout and field survey will be contractor's responsibility. Price shall be contractor's responsibility to lay out all site elements, mark all field locations, set grades and review with City Representative for approval.

**IV. Bonds & Insurance:**

Contractor shall secure bonding and insurance required for this project, per General Conditions. Bonds and insurance shall be maintained for the duration of the project until closeout, final acceptance, and final payment.

**V. General Conditions:**

General Conditions will be paid for at the Contract lump sum basis for work at all the various sites. Price paid shall be payment in full for General Conditions items & work throughout the progress of the Project Work, until completed.

**VI. Miscellaneous & Close-Out Work:**

Price paid shall be payment in full for all submittals, testing, labor, material, layout and equipment necessary for the completion to the full satisfaction of the City of the work required by this Project not otherwise included in a pay item listed above, and for the preparation and submittal to the City of all manufacturer warranties, required test results, other miscellaneous required documents, final permit clearances, maintenance manuals and manufacturer data as may be required within individual specification sections of the Contract Documents, completion of any and all "punch list" work to satisfaction and acceptance of the City, "As Built" drawings given to the City Representative as a complete package and Final Waivers from all subcontractors and suppliers, release of Surety, and a final Sworn Statement.

**VII. Additional Services:**

The contractor shall provide additional services as approved by the City Representative(s) for resolutions to hidden conditions, necessary repairs, and desired work associated with this project. An allowance of \$10,000 may be provided for additional services.

**8. TECHNICAL INFORMATION**

See attachments:

183789 – Wells Park\_ General and Technical Specs

183789 – Wells Park\_ Site Plan 2023

183789- Wells Park\_ Standard Details

**9. EVALUATION CRITERIA**

**PHASE ONE CRITERIA – NON-ECONOMIC DEVELOPMENT**

Maximum of 65 Points

Experience and Past Performance                      25 points  
Will be evaluated on past Park and Playground Installation

Proposal    10 points  
Will be evaluated on clarity and Schedule

Price    30 Points

**PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT**

Maximum of 15 Points

Detroit headquartered business = 15 points

Detroit based business = 5 points

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

Maximum of 20 Points

Detroit headquartered business = 20 points

Detroit based business = 10 points

*Maximum points not to exceed 100 points.*

## 10. 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.

## 11. CONTRACT APPROVAL

Upon contract award, the City and the respondent must execute a Professional Services Contract, which must contain all contractual terms and conditions in a form provided by the City. No contract will 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 and the Chief Financial Officer. Prior to the completion of this approval process, the respondent will have no authority to begin work under the contract. The Chief Financial Officer will not authorize any payments to the respondent prior to such approvals; nor will the City incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

## 12. REQUIRED SUBMITTAL INFORMATION

To be considered responsive, each proposal must, at a minimum, present and/or respond to the following RFP sections in their entirety. All pages of the submission must be numbered, excluding exhibits, drawings and other supplemental information which may be added as Attachments. The instructions contained in this RFP must be strictly followed. Accuracy and completeness are essential.

### a. Table of Contents

A table of contents must be provided with all RFP Submissions.

### b. Statement of Submission

*In your Statement of Submission, please include, at a minimum, the following information and/or documentation:*

- i. A statement to the effect that your proposal is in response to this RFP;
- ii. A brief description of your firm, including the Federal Employer

- Identification Number, the age of the firm's business and the average number of employees during each of the last three (3) years;
- iii. The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- iv. A commitment to perform the requested work in accordance with the requirements outlined in this RFP; and
- v. The name and contact information of the firm's partner and or manager(s) that will be in charge of this project.

**c. Scope of Work**

Proposals must respond to all sections outlined in Scope of Work section.

**d. Pricing Proposal**

Proposals must provide a Pricing Proposal to include markup rate and hourly rates by position. Pricing must be provided in attached form **"183789 Bid Form- Wells Park Improvements"**

**e. Schedule**

Proposals must include a schedule of the work to be performed with proposed timeframes, milestones, and other factors which may benefit the project, broken down by phases that would follow a fast-track schedule.

**f. Respondent Performance History**

- i. Identify in detail at least 3 similar projects by name, subject matter, location, services provided and the length of time services were provided on each (use attached reference form). Include a reference, description of specific services provided and dates during which the services were provided;
- ii. Identify vendor's key personnel working on the projects as identified above;
- iii. Identify any projects in which the vendor's contract was terminated for any reason;
- iv. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last five (5) years; and
- v. 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.

**g. Respondent Financial and Operational Stability**

- i. Provide copies of the vendor's financial statements (CPA Certified) for the previous three (3) years;
- ii. Certificate of Good Standing (Corporation) or Certificate of

- Existence (Limited Liability Company) issued by the Michigan Secretary of State (if Respondent is a joint venture, a Certificate of Good Standing or Certificate of Existence, as applicable must be submitted for each entity comprising the joint venture.); and
- iii. Evidence of any licenses or registrations required to provide the services under this contract
  - iv. **Proposals must include current bonding capacity**

**h. Updated Required Disclosures**

Please note two new required disclosures must be completed and submitted with proposals.

1. Affidavit of Disclosure of Interests
2. Non-Collusion Affidavit

### **13. SUBMITTAL INSTRUCTIONS**

All documentation as listed in this RFP. Any additional documentation a bidder feels is necessary to support their proposal may be uploaded. All proposals must be submitted through the Oracle system. Each respondent is responsible for ensuring that its proposal is submitted prior to the close of the RFP date and time. **Faxed or mailed proposals will not be accepted.**

Firms must 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 after the due date and time **will not** be reviewed. 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.

### **14. PREPARATION OF PROPOSAL**

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

Respondent must 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 will be binding upon the City of Detroit.

**15. 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.

Vendor must 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.) The cost proposal must be on a line item basis using the Oracle system.

**16. REQUIRED CONTENT**

Bid responses must include the following content:

**Letter of Transmittal**

The prospective respondent’s proposal must 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.

Required Clearances	Required Affidavits
Treasury Clearance	Slavery Era Hiring Compliance Political Contributions Human Rights Non-Collusion Disclosure

**Accuracy and Completeness of Information**

All information pertaining to the prospective respondent’s approach in meeting the requirements of the RFP must 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.

**17. 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.

**18. QUESTION DEADLINE**

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

**19. ECONOMY OF PREPARATION**

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

**20. PAYMENT**

All properly executed invoices submitted by the successful respondent will be paid in accordance with the City of Detroit Prompt Payment Ordinance. **ALL INVOICING MUST BE DONE IN THE CITY'S SUPPLIER PORTAL (ORACLE). EACH INVOICE.** Registration and general invoice submission instructions can be found at [www.detroitmi.gov/supplier](http://www.detroitmi.gov/supplier).

**21. ASSIGNMENT**

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

**22. MISCELLANEOUS**

It is 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.

Requirements for **Executive Order 2021-2** Utilization of Detroit Residents on Publicly-Funded Construction Projects on construction projects for more than \$3,000,000.00 will be applied as appropriate.

**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.**

**23. 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 must be made by amendment to the contract by the respondent and the City.

**24. PERFORMANCE BOND AND PAYMENT BOND**

The successful respondent(s) must furnish performance and payment bonds in the amount of **100%** of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award.

**25. CHANGES IN FACTS**

Proposers must 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.

**26. CONFIDENTIALITY OF PROPOSALS**

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

**27. NEWS RELEASE**

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

**28. CHANGES IN PROPOSAL REQUIREMENTS**

The City may make changes to the requirements of this RFP, as it deems necessary. Respondents will be notified via Oracle if any changes are made to the RFP. If changes are made, the City may, at its discretion, extend the time allowed for submission of proposals.

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.

The City expressly reserves the right to modify, add, or delete, any item(s) from the proposal it deems necessary prior to the issuance of an award. The City reserves the right to order any amount of purchased and/or leased vehicles and additional services it deems in the best interest of the City.

**29. OFFICE OF INSPECTOR GENERAL**

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.

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.

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.

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.

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.

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.

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<sup>1</sup>

## **32. BOARD OF ETHICS**

In accordance with Section 2-106.10 of the City Charter, it is the duty of every Public Servant, the Contractor and subcontractors, if any to cooperate with the Board of Ethics in any investigation.

Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony is subject to forfeiture of office, discipline, debarment or any other applicable penalty.

The Contractor acknowledges that it is subject to debarment or any other applicable penalty, if the Contractor willfully and without justification or excuse obstructs an investigation of the Board of Ethics by withholding documents or testimony.

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<sup>1</sup> "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.