

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

**RFQ NO. 183994
PUBLIC SPACES MAINTENANCE AND ENHANCEMENT
PROGRAM**

Buyer: Tamiko Williams

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	October 9, 2023
QUESTIONS DUE	October 26, 2023, on or before 2:00 p.m. All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFP.
ANSWERS DISTRIBUTED	Wednesday, November 1, 2023
PROPOSAL DUE DATE *	November 9, 2023 @ 2:00 p.m. 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.

1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the General Services Department (GSD) requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFQ to provide improvements including new trees, planting beds and other amenities to keep these projects looking their best in designated neighborhoods and along commercial corridors. Some Examples include Livernois from Clarita Street to Eight Mile Road and Bagley Street from 16th Street to 21st street among others. Livernois streetscape consists of 204 beds with 15,300 sq. ft of landscaped beds averaging 75 square feet each. It also includes 57 trees in tree grates totaling 1,140 square feet.

2. 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).

3. MINIMUM QUALIFICATIONS

- Bidders must have a minimum of ten (10) years of experience.
- Vendor must demonstrate past performance and experience with various irrigation systems.
- References of prior work experience

4. 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 The term of the contract will be for two (2) years with no renewal options. The City anticipates one or multiple awards as a result of the RFP.

5. MINOR DEVIATIONS:

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations may be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

6. 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/quotes received; 2) waive any non-conformity; 3) re-advertise for proposals/quotes; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for proposals/quotes, 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/RFQ does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal/quote under this request, or to procure or contract for services.

7. SUPPLIER PORTAL INFORMATION:

Vendor must enroll in Supplier Portal to ensure inclusion in our database and for invoicing purposes. Instructions may be found on the City of Detroit Website which includes tutorials on how to enroll. If you have any questions please send an email to procurementinthecloud@detroitmi.gov or call (313) 224-4600.

8. SERVICES TO BE PERFORMED

The successful bidder will furnish all labor, equipment, materials, and expertise necessary for any of the following sorts of tasks, upon request of the city:

- A. Regular and predictable watering where no irrigation systems exist in order to keep herbaceous plants, shrubs and trees thriving along sidewalks and/or along boulevards.
- B. Provide a weed-free environment in beds with trees, herbaceous plants, and shrubs.
- C. Yearly mulching for both weed suppression and to preserve moisture in planters, beds and tree pits (where possible)
- D. Supply, install and warranty new trees, perennials, and shrubs where needed.
- E. Trash and litter removal in beds, tree pits and along sidewalks in designated public areas.
- F. Plant maintenance and bed maintenance to include spring and fall clean ups where perennials and designated shrubs will be cut back and small tree limbs on newly planted trees trimmed to provide clearances for pedestrians.
- G. Miscellaneous materials and supplies necessary to protect the public health, safety, and welfare.

The contractor is required to meet all legal and industry safety standards and must report within 24 hours damage to public or private property occurring in the performance of work.

Mobilization:

a. Mobilization will be incidental to the related approved tasks. Mobilization shall include, but limited to; 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 related approved tasks.

Layout & Field Survey:

a. Layout and field survey, if any, will be incidental to the related approved task. Price paid shall be contractor's responsibility to lay out all site elements, mark all field locations, set grades and review with City Representative for approval.

Bonds & Insurance:

Bonds and Insurances, if required, will be paid for on a contract lump sum basis. Price paid shall be payment in full for the project contract bonds for the award amount and insurance policies throughout the life of the contract for the project work until completed.

General Conditions:

General Conditions will be incidental to the related approved tasks.

9. 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.

10. 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.

11. QUESTION DEADLINE

All questions regarding the RFQ 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 not submitted after the question deadline.

Should a Respondent be in doubt as to the true meaning of any portion of this RFQ 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 RFQ.

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

Project Manager for this project:

Barry Burton
City of Detroit, General Services Department
Landscape Design Unit
313- 492-9323

12. 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 RFQ 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.

13. 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.

14. PRICE: Contract prices are FIRM for the entire contract period.

15. F.O.B.: Services are delivered to

16. SHIPMENT

The contractor will be expected to make reasonably prompt deliveries consistent with quantities ordered. Should an emergency arise for items which are not available, the City of Detroit reserves the right to secure sufficient quantities from others to meet its immediate needs without prejudice of the proposed contract. If, however, in the sole opinion of the Finance Department, Purchasing Division, the contractor fails to render reasonably prompt delivery service, the City of Detroit may terminate the contract forthwith and no damages will accrue.

The City of Detroit wherein referred to shall mean the City of Detroit, acting through the Chief Procurement Officer.

17. TERMS OF PAYMENT

*A discount of _____% will be allowed for payment of invoice within forty-five days of delivery and acceptance of the above items and vendor's invoice. Other terms less **than thirty (30) days**, E.O.M., Proximo, etc., shall not be considered. Payment terms will not be considered in determining the award of the contract(s), except in the case of tie bids. However, discounts may be offered to facilitate prompt payment.*

The City of Detroit reserves the unqualified right to reject any bid which includes a provision for a service charge levied by a vendor when payment by the City is not made within a specified time period.

18. PAYMENT

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

19. BID BOND, PAYMENT & PERFORMANCE BOND (Construction)

The successful respondent(s) must furnish a bid bond of 5% of the bid amount and payment and performance bond in the amount of 100% of the contract value specified in the contract guaranteeing the contract will be accepted if tendered an award. See **Attached Bond Form(s)** for requirements.

20. TERMINATION OF CONTRACT

The City of Detroit reserves the right to terminate this contract, for cause as determined by the purchasing director without any liability whatsoever upon ten (10) days' notice. The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Vendor

21. INVOICES

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

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

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

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

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

Required vendor steps to invoice:

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

Invoice MUST contain or have as attachment:

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

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

Other invoice requirements:

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

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

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

22. SPECIFICATION CHECK

We have read the specifications thoroughly and we:

() *Are able to meet specifications without deviation*

() *All deviations are properly outlined on an attached sheet marked _____ for identification.*

Signed: _____

Title: _____

23. EXPERIENCE AND REFERENCES

Past performance and experience may be factors in making the award.

We have furnished services of a similar nature, as follows (Complete in entirety):

Reference Form #1	Respondent Response
a. Name of Reference (Company Name)	
b. Project Name/Title	
c. Contact Person Name Contact Person Title Contact Person Phone Number Contact Person E-mail Address	

d. Description of Services Provided	
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Reference Form #2	Respondent Response
e. Name of Reference (Company Name)	
f. Project Name/Title	
g. Contact Person Name Contact Person Title Contact Person Phone Number Contact Person E-mail Address	
h. Description of Services Provided	

Reference Form #3	Respondent Response
i. Name of Reference (Company Name)	
j. Project Name/Title	
k. Contact Person Name Contact Person Title Contact Person Phone Number Contact Person E-mail Address	

1. Description of Services Provided	
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24. PREVIOUS EXPERIENCE

The City’s experience with the bidder on previous contracts will be considered in determining the award.

25. BID WITHDRAWAL

No bid shall be withdrawn for ninety (90) days from submission deadline unless otherwise stated in this bid form. Bidders may suggest reducing this period by clearly stating on bid; however, the City of Detroit reserves the right to reject such bids on the basis on the reduced time period.

26. 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.

27. 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.

28. 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.

29. 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)].

30. GENERAL CONDITIONS:

It is the responsibility of the Bidder to review General Conditions located on the City of Detroit's website.

*****UNSIGNED BIDS CANNOT BE CONSIDERED*****

IN THE FURTHER DESCRIPTION OF THIS QUOTE, WE SUBMIT INFORMATION IDENTIFIED AS FOLLOWS:

BIDDING UNDER THE NAME OF: _____
(PRINT FULL LEGAL NAME)

(PURCHASE ORDER WILL BE ISSUED AND PAYMENT WILL BE MADE ONLY IN THE NAME ABOVE. ALL PAYMENTS ARE TO BE MAILED. VENDOR PICK-UP OF PAYMENT IS NOT ACCEPTABLE)

MAILING ADDRESS: _____

(ZIP CODE)

PAYMENT MAILING ADDRESS: _____
(IF DIFFERENT FROM ABOVE) _____

(ZIP CODE)

BUSINESS ADDRESS: _____

(CHECK ONE): _____
LEASE _____ **RENT** _____
OWN _____
(ZIP CODE)

FEDERAL EMPLOYER ID #: _____

CHECK ONE: _____

CORPORATION, Incorporated Under The Laws Of The State Of

If Other Than Michigan Corporation, Licensed To Do Business In Michigan?

_____ YES _____ NO

PARTNERSHIP, Consisting of (List Partners)

ASSUMED NAME

(Register No.)

INDIVIDUAL

IF NOT SIGNED BY OFFICER OF FIRM, THE PERSON SIGNING MUST HAVE
AUTHORITY TO COMMIT THE FIRM TO THIS BID.

E-MAIL:

DATE

AUTHORIZED SIGNATURE:

SIGNED:

TELEPHONE NO.

FAX

NO.

PRINTED

TITLE/POSITION

ALTERNATE COMPANY CONTACT

CELL PHONE

NUMBER:
