



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

RFP NO. 184306

ACE Arts Alley Construction/Remediation Phase I

Buyer: Kelly Trammel

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	January 5, 2024
PRE-PROPOSAL Microsoft Teams meeting Join on your computer, mobile app or room device Click here to join the meeting Meeting ID: 258 614 134 678 Passcode: BTiB5o Download Teams Join on the web	January 18, 2024, at 2:00 pm est
QUESTIONS DUE	January 19, 2024, by 3:00 pm est All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFP.
ANSWERS DISTRIBUTED	January 22, 2024
PROPOSAL DUE DATE *	February 5, 2024, @ 3:00 pm 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 General Services Department requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFP to provide construction and remediation services for five (5) residential and commercial alleys across Detroit under the Ace Arts Alley Project.

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).

Led by the Office of Arts, Culture and Entrepreneurship (Detroit ACE), the City of Detroit (City) has embarked on an Arts Alley Initiative that addresses deficiencies long present in the city's neighborhoods made newly urgent in the wake of the COVID-19 pandemic: lack of resident access to safe green spaces; inadequate maintenance of infrastructure exacerbating blight and flooding; and a dearth of opportunities and support for the creative workforce. Specifically, the Arts Alley Initiative will use ARPA funds to transform five (5) residential and commercial alleys; overhauling them with new surfacing, landscaping, stormwater management strategies and pedestrian amenities, while partnering with local artists and residents to imbue these improvements with a sense of history, beauty, and imagination. While this ARPA-funded project includes five (5) sites in Phase 1, ACE has planned for nine (9) total alleys across the City for the two (2) phases.

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 E)**. **The term of the contract will be for two-years. The City anticipates one or multiple awards as a result of the RFP.**

Section 2. Statement of Work

SCOPE OF WORK

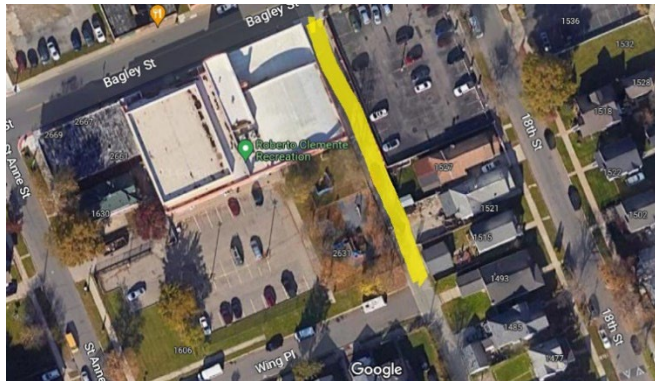
See attached drawings, details, and specification for full scope of project to be bid on. In addition to items shown on the drawings, the following general tasks shall be included in the contract. Comprehensive list of all big items on Bid Form.

Alley Sites

These services will address five (5) alley sites in neighborhoods across the City, each with unique physical conditions and community needs.

1. Bagley

2631 Bagley St, Detroit, MI 48216 (Alley adjacent to the Roberto Clemente Recreation Center, perpendicular to Bagley Ave and Wing Place).



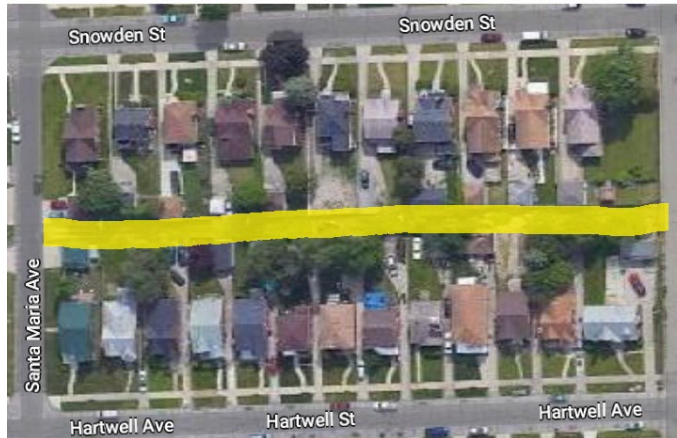
2. Grand River

6559 Grand River Ave, Detroit, MI 48208 (Alley behind the DABLS Bead Museum between Vinewood and Taft Streets).



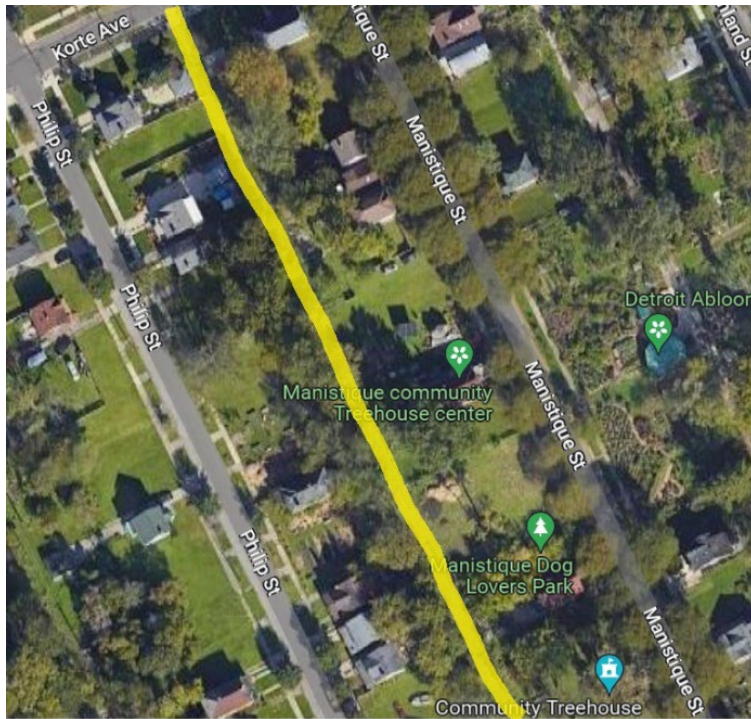
3. Hartwell-Snowden

17129 Snowden St, Detroit, MI 48235 (Alley between Santa Maria Street and the commercial alley that runs parallel to West McNichols).



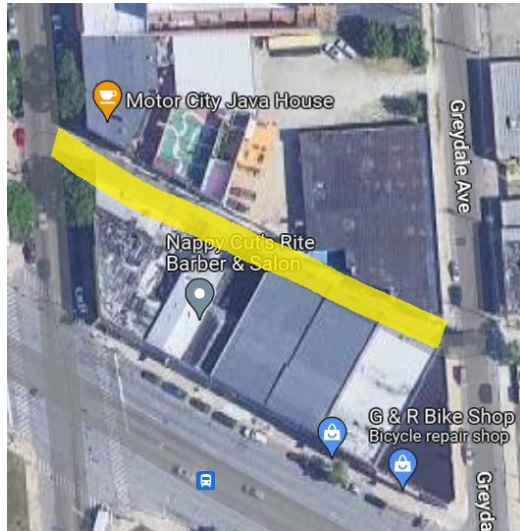
4. Manistique

259 Manistique St, Detroit, MI 48215 (Alley between Scripps and Korte Streets)



5. Old Redford

17336 Lahser Rd, Detroit, MI 48219 (Alley between Lahser and Greyscale Streets)



DELIVERABLES:

Specification sections within this Project Manual apply to all five (5) project sites. By project location, the Work of Project is defined by the Contract Documents and consists of the following:

1. Permit Application

Contractor to complete construction permit application and file with authorities having jurisdiction within five (5) days of the date of execution of the Contract.

2. Existing Conditions Information

Good practice recommends that City make available to Respondents' information that would help the Respondent understand Project conditions and prepare the proposals, including drawings used in previous construction on Project site; this also helps fulfill City's obligation to disclose information concerning the Project:

- a. Existing drawings (as discovered) that include information on existing conditions including previous construction at Project site will be made available electronically (PDF) to Respondents. Requests for Existing Drawings shall be directed to the Project Manager.



- b. Existing specifications and submittals (as discovered) that include information on existing conditions including previous construction at Project site will be made available electronically (PDF) to Respondents. Requests for Existing Drawings shall be directed to the Project Manager upon award of contract.
- c. Topographic Survey: Refer to Existing Conditions or Topographic Survey drawing included in Construction Documents.
- d. Geotechnical Data provide City's information for Respondents' convenience and are intended to supplement rather than serve in lieu of Respondents' own investigations. They are made available for Respondents' convenience and information but are not a warranty of existing conditions.
- e. A geotechnical investigation report for Project, prepared by Somat Engineering is appended to this Document. Recommendations identified in the Geotechnical Investigation Report shall be followed. Where recommendations within the report conflict with Drawings or Contract Documents/Specifications, the more stringent requirement shall govern.

3. Access to Site/Use of Site

- a. Limits: Confine construction operations as indicated on drawings.
- b. Do not disturb portions of Project site beyond areas in which the Work is indicated.
- c. Driveways, Walkways and Entrances: Keep driveways loading areas, and entrances serving premises clear and available to City, City's employees, and emergency vehicles always. Do not use these areas for parking or storage of materials.
- d. Schedule deliveries to minimize use of driveways and entrances by construction operations.
- e. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- f. Contractor shall not operate heavy equipment on any side street within the Project area without permission from the Engineer, City, and authority having jurisdiction.
- g. Old Redford: Site is currently secured by metal gates. Contractor to contact the City for site access.

4. Coordination with Occupants:

Full Resident Occupancy

- a. Residents will occupy adjacent building(s) during entire construction period.



- b. Cooperate with the City and residents during construction operations to minimize conflicts and facilitate the City and Resident usage. Perform the work so as not to interfere with City's and Residents' day-to-day operations.
- c. Maintain existing exits unless otherwise indicated.
- d. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.
- e. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from the City and approval of authorities having jurisdiction.
- f. Notify City not less than 72 hours in advance of activities that will affect the City's operations.

5. Work Restrictions:

Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

6. On-Site Work Hours:

Limit work in the existing building to normal business working hours of 7:00 a.m. to 5:00 p.m., Monday through Friday, unless otherwise indicated.

7. Existing Utility Interruptions:

- a. Do not interrupt utilities serving facilities occupied by the City or others, unless permitted under the following conditions, and then only after providing temporary utility services according to requirements indicated.
- b. Notify the City not less than two (2) days in advance of proposed utility interruptions.
- c. Obtain Design Professional's and the City's written permission before proceeding with utility interruptions.

8. Noise, Vibration, and Odors:

- a. Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption to the City's occupancy within the City.
- b. Notify the City not less than two (2) days in advance of proposed disruptive operations.
- c. Obtain the City's written permission before proceeding with disruptive operations.



9. Controlled Substances:

Use of tobacco products and other controlled substances on Project site is not permitted.

10. Specifications and Drawing Conventions:

- a. The Contract Documents/Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases.
- b. Specification requirements are to be performed by Contractor, unless specifically stated otherwise.

Division 01 General Requirements: Requirements of Sections in Division 01 apply to the Work of all Sections in the Specifications.

PROPOSED SCHEDULE OF VALUES FORM:

Bid Form Supplement

A completed Proposed Schedule of Values form is required to be attached to the Bid Form.

Proposed Schedule of Values Form:

Provide a breakdown of the bid amount, including alternates, in enough detail to facilitate continued evaluation of bid. Coordinate with the Project Manual table of contents. Provide multiple line items for principal material and subcontract amounts, organized into the following categories:

1. Demolition
2. Site Grading
3. Site Utilities Drainage
4. Site Paving
5. Site Amenities and Furnishings
6. Fencing
7. Restoration and Landscaping

Mobilization, general conditions, permits and other items incidental to the work shall be included within the line items above.

Arrange schedule of values consistent with format of AIA Document G703.

1. Copies of AIA standard forms may be obtained from the American Institute of Architects; <http://www.aia.org/contractdocs/purchase/index.htm>; docspurchases@aia.org; (800) 942-7732.



GOALS AND OBJECTIVES:

The **Contractor** should support and commit to the Arts Alley Initiative’s goals and objectives.

1. Spur Neighborhood Revitalization

- a. Improve the physical conditions of each alley site and make beautiful community assets.
- b. Generate new opportunities for socialization and community-building through creative uses of space and art.
- c. Create safe, accessible, and inclusive spaces that residents and stakeholders claim as their own.

2. Mitigate Localized Flooding

- a. Identify and find solutions to problems in the existing drainage and stormwater systems of each alley site and propose small-scale, cost-effective interventions to help address them.
- b. Ensure new stormwater management strategies promote the environmental health of each alley site and its stakeholders.
- c. Work with the City to make clear the ways that these interventions work so that residents and stakeholders can understand how they might replicate them elsewhere.

3. Support opportunities for the Creative Workforce

- a. Construct to meet the City’s goals to create opportunities for art installations and creative programming within the design of each alley site.
- b. Garner and respect stakeholder feedback regarding specific opportunities for art that best fits the unique character of each alley site.
- c. Make these opportunities for art accessible and inclusive such that all residents and artists can contribute.

4. Highlight Creativity and Promote Cultural Preservation

- a. Construct infrastructure that helps the City create art installations that respect and uplift the history and stories of residents and artists in the design of each alley site.
- b. Construct in a manner that makes it easier for history and stories to exist in each alley site such that visitors can better understand the communities that steward them.



Project Milestones

Milestone	Estimated Delivery Date
General Contractor Selected	February 2024
Contractor Onboarding	March 2024
Alley Buildout	March 2024 to July 2024
Scope of Work Completion	July 2024

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.

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.

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.

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.



PAYMENT & PERFORMANCE BOND (Construction)

The successful respondent(s) must furnish a 5% bid bond with submission; 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.

Section 3. Proposal Evaluation and Selection Process

2.1. 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. Proof of experience must be established through a minimum of 3 references similar to this project.
- Respondents must provide proof of a Michigan Builder's license

2.2. 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.

2.3. 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.



2.4. EVALUATION CRITERIA

Criteria 1 – Work Plan/Schedule

Criteria 2 – Respondent Capacity (Attachment A – Part 2)

Criteria 3 –Experience

Criteria 4 – Pricing (Attachment C)

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
1. Work Plan/Schedule	20
2. Capacity	25
3. Experience	25
4. Cost Proposal	30
Total Points Possible	100

2.5. EVALUATION PROCEDURE

Following the receipt of proposals, the 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 minimum qualifications 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.

Work Plan / Schedule

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

- Based on your recommendation provide specs on how to approach the scope of work.
- Schedule monitoring and management; provide a construction schedule with sufficient detail to illustrate your firms approach to renovating the project. Provide recommendations of your approach to and timing of this process and highlight critical path items and any areas of concern.



- This submission should include a schedule with proposed timeframes, milestones, and other factors which may benefit the project, broken down by phase that would follow a fast-track design build to commission new system to turn over as soon as possible.

Capacity

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

- The Contractor shall clearly identify the project staffing they intend to utilize for the project; including all key project staff, their roles and responsibilities and at what phases of the project they will be utilized. Identify the day-to-day contacts for each phase of the project.
- Provide resumes of key personnel that will be working in the project
- During the construction phase, the Contractor shall provide full supervision to coordinate the job in the field and provide for sufficient and appropriately skilled staff to implement a quality control program.
- If selected, the Contractor agrees that it will provide, for the duration of the project, the full complement of staff
- List all awarded or current projects your selected superintendent and project manager are assigned to. Note project's description, status, start date and anticipated end date.

Experience with Similar Projects

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

- Detail your experience in working on renovating parking lots similar. Include information on how you worked with on-site management personnel, patrons and City representations to ensure that the construction work and patron safety/satisfaction were seamless.
- Identify any other unique challenges/approaches that you have experienced that will assist the City with a successful project.

Cost Proposal

Breakdown on costs must be submitted in the attachment Pricing/Bid Form

2.6. 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.

2.7. 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.

2.8. 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

3.1. 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.

3.2. 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,



Required Response Item	
	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 E – Model Professional Services Contract Respondent shall provide their agreement to the Model Professional Services Contract or note any exceptions provided in Attachment E.
7.	Attachment F – Payment Bond Form Attachment F – Performance Bond Form Attachment F – Bid Bond Form Respondent 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 Payment & Performance Bond and Attachment F – Performance Bond Form for requirements).

3.3. 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.

3.4. 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.

3.5. 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

3.6. 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.

3.7. PAYMENT

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

3.8. 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

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.

3.9. 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.

3.10. 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.

3.11. 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.

3.12. 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.

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 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 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)].

3.13. OFFICE OF INSPECTOR GENERAL

- 3.13.1. 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.
- 3.13.2. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 3.13.3. 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.
- 3.13.4. 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.
- 3.13.5. 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.
- 3.13.6. 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.
- 3.13.7. 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.



City of Detroit
Office of Contracting and Procurement (OCP)
ARPA: RFP 184306 – GSD – ACE Arts Alley Construction/Remediation
Phase I
DFF Project # 13.1.049-2.22

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 / Work Plan**
- Attachment C - Pricing**
- Attachment D - Forms, Affidavits and Documents**
- Attachment E - Model Professional Services Contract**
- Attachment F – Bid, Performance, Payment Bond Forms**
- Attachment G1-G5 Specifications and drawings**