

**CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
REQUEST FOR PROPOSALS
NWAC PARK IMPROVEMENTS
RFP NO. 184486**

Buyer: Tamiko Williams

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	Thursday, March 7
PRE-PROPOSAL CONFERENCE	Thursday, March 14, 2024 at 10:00 a.m. at 18100 Meyers Road, Detroit, MI 48235
QUESTIONS DUE	March 28, 2024, on or before 4:00 p.m. All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFP.
ANSWERS DISTRIBUTED	With 48-72 hours
PROPOSAL DUE DATE *	April 8, 2024 @ 2:00 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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Virtual Learning Session (30 min. each)	Day & Time Option 1	Day & Time Option 2
Supplier Registration	<u>Mondays, 10:30 AM</u>	<u>Thursdays, 1:00 PM</u>
Supplier Profile Updates	<u>Mondays, 11:30 AM</u>	<u>Thursdays, 1:30 PM</u>
Responding to Bids	<u>Mondays, 9:30 AM</u>	<u>Fridays, 9:30 AM</u>
Invoicing	<u>Tuesdays, 1:30 PM</u>	<u>Fridays, 11:30 AM</u>
Online Office Hours (General)	<u>Tuesdays, 3:00 PM</u>	<u>Wednesdays, 9:30 AM</u>

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 completion of site renovation work which shall include, but not limited to the restoration of all areas disturbed by construction work such as: backfilling, all final lawn rough grading, site improvements like fencing, trees, play structures, walk and other paved surfaces for a term of two (2) years.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The City of Detroit General Services Department maintains all parks, playgrounds and recreation centers and various public spaces within the city limits.

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 a 2-year period.**

Section 2. Statement of Work

2.1. SERVICES TO BE PERFORMED

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

I. Site Restoration:

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.

2.2. OPERATIONAL INFORMATION

Awarded Contractor(s) will work closely with City agency staff.

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

2.3. PAYMENT & PERFORMANCE BOND (Construction)

The successful respondent(s) must 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 Attached Bond Form(s) for requirements.

BID FORM

Please see the attached. Bidders are required to fill and return the excel bid form renaming the file to include the bidder's name.

Section 3. Proposal Evaluation and Selection Process

3.1. MINIMUM QUALIFICATIONS

- Must have five (5) years' experience with park construction and renovation projects including playground installation.
- Business establishment for five (5) years.
- Experience with similar projects.

3.2. ADHERENCE TO TERMS OF PROPOSALS

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

3.3. QUESTION DEADLINE

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

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

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

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

3.4. EVALUATION CRITERIA

Evaluation Criteria – 65 points

Criteria	Point Value
Experience – will be evaluated based on past park construction activities including playground installation.	25
Duration – Will be evaluated on clarity, schedule, and timeframe to complete the project.	15
Price	25
	65-point total

Criteria 1 – Respondent Experience / Organization (Attachment A – Part 1)

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

Criteria 3 – Pricing (Attachment C)

Technical Proposals will be evaluated before Cost Proposals are reviewed.

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Proposal Evaluation Criteria	Possible Points
1. Detroit headquartered business	15points
2. Detroit based business	5 points
Total Points Possible	15

Maximum points for phase two not to exceed fifteen (15) points.

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

Proposal Evaluation Criteria	Possible Points
1. Detroit headquartered business	10 points
2. Detroit based business	10 points
Total Points Possible	20

Maximum points for phase three not to exceed twenty (20) points.

3.5. EVALUATION PROCEDURE

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable.

The City may also, at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete.

The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

Any of the additional data specs and standards described in Section 2.3, that are met will be factored positively into the overall score.

3.6. ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request oral presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Respondents will be notified by the Office of Contracting and Procurement of the date, time and location for oral presentations.

3.7. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all proposals received;
- 2) waive any non-conformity;
- 3) re-advertise for proposals;
- 4) withhold the award for any reason the City determines;
- 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or,
- 6) take any other appropriate action that is in the best interest of the City.

This RFP does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

3.8. PROTESTS

Protests can be filed with the Office of Procurement. Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest to the following:

**City of Detroit Chief Procurement Officer
2 Woodward Avenue, Suite 1008
Detroit, MI 48226
"Procurement Protest"**

At a minimum, such protests shall include:

- 1) name of protestor.
- 2) solicitation/contract number and description; and
- 3) statement of grounds for protest (reference specific text in the solicitation, bid or contract document that is at issue).

The decision of the Chief Procurement Officer and/or the Department Director are final and is not subject to appeal.

Section 4. Required Proposal Content and Submission Process

4.1. ACCURACY AND COMPLETENESS OF INFORMATION

All information pertaining to the prospective respondent's approach in meeting the requirements of the RFP shall be organized and presented in the prospective respondent's proposal. The instructions contained in this RFP must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful proposal may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

4.2. REQUIRED PROPOSAL CONTENT AND FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety, responses must be uploaded in the Supplier Portal along with the Affidavit of Disclosure Interests Form and Non- Collusion Affidavit found under requirements section of the of the RFP

Required Response Item	
1.	Letter of Transmittal The prospective respondent's proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.
2.	Attachment A – Respondent Questionnaire Respondent shall provide their Proposal Introduction and Experience / Capacity & Staffing, 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- Award Winners Only Respondent will be required to provide their completed Forms, Affidavits, Insurance and Documents, if they are selected as the award winner provided in Attachment D.

Required Response Item	
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 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).

4.3. REQUIRED COST PROPOSAL

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

4.4. ECONOMY OF PREPARATION

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

4.5. SUBMITTAL INSTRUCTIONS

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

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

Section 5. General Conditions and Requirements for RFP

5.1. CONTRACT APPROVAL

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

5.2. PAYMENT

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

5.3. INVOICES

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

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

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

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

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

Required vendor steps to invoice:

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

Invoice MUST contain or have as attachment:

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

- Contract number
- Purchase order number
- Total Invoice amount
- The wording “ 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 payment assistance, please contact the Office of Departmental Financial Services (ODFS) 313-410-7804.

5.4. ASSIGNMENT

The services to be performed by the successful Respondent shall not be assigned, sublet, or transferred, nor shall the successful Respondent assign any monies due or to become due to him under any contract entered into with the City pursuant to these specifications, without prior written approval of the City.

5.5. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

The City reserves the right to modify the services provided by the successful Respondent awarded a contract. Any modification and resulting changes in pricing shall be made by amendment to the contract by the successful Respondent and the City.

5.6. NEWS RELEASE

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

5.7. MISCELLANEOUS

It shall be the responsibility of the Respondent to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Respondent agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time to time be changed in writing.

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.

5.8. OFFICE OF INSPECTOR GENERAL

- 5.8.1. In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 5.8.2. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 5.8.3. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 5.8.4. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 5.8.5. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 5.8.6. Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 5.8.7. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article: "Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.