

CITY OF DETROIT OFFICE OF CONTRACTING AND PROCUREMENT REQUEST FOR PROPOSALS

RFP NO. 185522 PUBLIC ART CONDITION ASSESSMENT

Buyer: Ayesha Harris

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	2/7/2024
PRE-PROPOSAL	2/18/2024
CONFERENCE	Location: Virtual Meeting
QUESTIONS DUE	2/28/2024 on or before 12:00pm EST
	All questions must be submitted online in
	the Supplier Portal as indicated in Section
	3.3 of this RFP.
ANSWERS DISTRIBUTED	24-48 hours after received
PROPOSAL DUE DATE *	3/10/2024 @ 4:00pm EST
	In the Supplier Portal as specified in
	Section 4.5 of this RFP.

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

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

Revised 8/22/2023 Page 1 of 15



TABLE OF CONTENTS

Section 1	1. Project Summary and Background	3
1.1.	PROJECT REQUEST	
1.2.	BACKGROUND/DESCRIPTION OF ENVIRONMENT	3
1.3.	AWARD CLAUSE INCLUDING RENEWAL OPTIONS	3
Section 2	2. Statement of Work	4
1.4.	SERVICES TO BE PERFORMED	4
1.5.	OPERATIONAL INFORMATION	5
1.6.	TECHNICAL INFORMATION	5
Section 3	3. Proposal Evaluation and Selection Process	6
1.7.	MINIMUM QUALIFICATIONS	
1.8.	ADHERENCE TO TERMS OF PROPOSALS	6
1.9.	QUESTION DEADLINE	7
1.10.	EVALUATION CRITERIA	7
1.11.	EVALUATION PROCEDURE	
1.12.	ORAL PRESENTATION/DEMONSTRATION	
1.13.	REJECTIONS, MODIFICATIONS, CANCELLATIONS	8
1.14.	PROTESTS	9
Section 4	4. Required Proposal Content and Submission Process	10
1.15.	ACCURACY AND COMPLETENESS OF INFORMATION	10
1.16.	REQUIRED PROPOSAL CONTENT AND FORMAT	10
1.17.	REQUIRED COST PROPOSAL	10
1.18.	ECONOMY OF PREPARATION	11
1.19.	SUBMITTAL INSTRUCTIONS	
Section :	5. General Conditions and Requirements for RFP	12
1.20.	CONTRACT APPROVAL	12
1.21.	PAYMENT	12
1.22.	INVOICES	12
1.23.	ASSIGNMENT	
1.24.	MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL	
1.25.	NEWS RELEASE	
1.26.	MISCELLANEOUS	13
1.27.	OFFICE OF INSPECTOR GENERAL	13
DED A 44	achmenta List	10

Revised 8/22/2023 Page 2 of 15



Section 1. Project Summary and Background

1.1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of x department requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFP to provide comprehensive condition and descriptive assessment inventory of the City's Municipal Art Collection. The collection to be evaluated will be a pre-determined inventory of artworks provided by GSD. The scope of work is relative to the condition of the art to prioritize care and prolong the existence of cultural property. It does not address appraisal or monetary value.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

Cities gain value through public art — cultural, social, and economic value. Public art is a distinguishing part of our public history and our evolving culture. It reflects and reveals our society, humanizes the built environment, and invigorates public spaces. It provides an intersection between past, present, and future, between disciplines, and ideas. A strong emphasis on visual art is a direct connection to Detroit's 2015 UNESCO designation as a City of Design, the first such designation in United States. A conditional assessment and inventory of the City-owned public artwork is imperative to better maintain these incredible assets & perpetuate their existence.

The City reserves the right to vary artwork, add or delete pieces at its convenience, without penalty.

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 <u>Professional Services Contract</u> (Attachment E). The term of the contract will be for two (2) years. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. The City anticipates one or multiple awards as a result of the RFP.

Revised 8/22/2023 Page **3** of **15**



Section 2. Statement of Work

1.4. SERVICES TO BE PERFORMED

The contractor shall conduct a comprehensive condition assessment "Report" of the City of Detroit's municipal art collection known as "the Public Artwork," which includes items located in both indoor and outdoor locations such as public parks, rights-of-way and interiors and exteriors of City buildings. This assessment includes public artwork under the jurisdiction of GSD and other City Departments. It does not include City-owned artwork located at any museums, public libraries, or any artwork already managed by the City of Detroit's cultural partners.

The contractor shall provide an individual report for each piece of the public artwork "art piece" as identified in an inventory provided at time of contract award, encompassing approximately one hundred (100) pieces or more. The individual reports will cumulate into one final report and corresponding spreadsheet. The types of public artwork to be assessed include monuments, statues, fountains, sculptures, mosaics, artifacts, etc. and their foundations/bases.

The contractor shall assign a unique catalog identifier number to each art piece within the public collection. This unique identifier shall be reflected as the first item on each art piece inventory record/report and in the final report deliverables.

The contract shall provide in the report the location of each art piece using authoritative addresses and GPS coordinates when the artwork is located in a right-of-way location. This information will be provided to the contractor.

The contractor shall provide in the report a non-opinionated description of each art piece including type, color, shape, size, direction facing, etc.

The contractor shall provide in the report a complete listing of materials and any known methods used to create each art piece and any base or foundation. Information on file will be provided to the contractor when available.

The contractor shall provide in the report detailed measurements of each art piece and base/foundation including length, width, height, depth, thickness, etc.

The contractor shall provide in the report a brief narrative description of the condition of each art piece including, but not limited to the mention of cracks, breakage, tears, scratches, deterioration, mold, corrosion, flaking paint, chipped areas, missing pieces, rotted wood, weather-related damages, and areas of future concern.

The contractor shall provide in the report photographic images that accurately document condition, depreciation, color, and points to needed repairs for each art piece. Multiple images shall be included from all directions/sides. Digital images should be in the JPEG format.

The contractor shall provide and assign a generalized condition rating of "Excellent," "Good," "Fair," "Poor," and "Move to Storage" to each art piece in the report. A key or rubric must be provided in the final report defining each condition label.

When applicable, the contractor shall provide a brief narrative opinion/explanation discussing possible reasons damage may be occurring and tangible measures which can be implemented to prevent further deterioration in the report.

The contractor shall provide recommended dates for repair or treatment expressed in a period of months and/or years to help prioritize repairs.

The contractor at award of contract will be provided with an existing inventory of the artwork and will also have access to city documentation regarding the public artwork through GSD.

Revised 8/22/2023 Page 4 of 15



The contractor shall immediately notify the GSD Chief of Landscape Architecture upon the event of finding severely damaged or missing art pieces during the inventory. Contact information will be provided at the time of award of contract.

The contractor will supply their own software, hardware, cameras, transportation, printers, knowledge base, human resources, lifts, ladders, scaffolds, insurance, and other necessary supplies/materials in order to execute this contract.

The contractor is expected to complete and deliver the final report within one hundred and eighty (180) days from the award date of the contract. GSD encourages status updates & communication between the Department and contractor during the project.

1.5. OPERATIONAL INFORMATION

REQUIRED MEETINGS

Three (3) meetings conducted in person or via Teams will be required during the course of this project:

- Initial Project Kick-Off: Introductions of contractor and City staff; outline project details, confirm timelines; provide vendor with inventory, right of entry, and questions.
- Mid-Project Progress Check: Optional workshop date determined at this meeting.
- Post Project Wrap-Up: Review deliverables.

BASIC ART MAINTENANCE WORKSHOP

The contractor shall provide an in-person, one-day workshop "The Workshop" offering Basic Artwork Maintenance for up to 10 selected City of Detroit staff members during business hours of 9:00 am - 5:00 pm EST at 115 Erskine, Detroit MI 48201, or other determined location. The contractor shall work with the GSD to schedule the workshop which must be conducted within thirty (30) days after the submission of the final report.

The contractor will create a training manual related to the curriculum of the workshop and supply digital and/or physical handouts of the training manual for each employee in attendance. The workshop curriculum shall address the continuing maintenance needs of the public artwork and detail methods of cleaning, polishing and conservation methods, and when they are optimally applied. Methods using non-corrosive, non-toxic, biodegradable materials and cleaners are recommended. Hands-on training experience is encouraged.

The workshop curriculum should enable the City of Detroit employee to determine if professional conservation should be enacted as well as other information deemed important by the Contractor.

1.6. <u>TECHNICAL INFORMATION</u>

The contractor shall provide the Final Master Public Artwork Inventory & Condition Report in the following manner:

- Two (2) bound soft-cover copies of the final report
- Two (2) digital PDF copies of the final report
- Final report (without photos) provided in Excel (XLS file) format editable template to be provided to contractor.
- Digital folder(s) of all JPEG images used in the report via external drive (**Mandatory**)

o All images should be in JPEG format

Revised 8/22/2023 Page **5** of **15**



o All folders and images should be named pertaining to the title of art piece

Section 3. Proposal Evaluation and Selection Process

1.7. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of seven (7) years of experience providing evaluating condition, preservation, cleaning and/or repairing indoor and outdoor artwork.

The qualified candidate will be located within one hundred (100) mile radius of the City of Detroit.

Candidates must possess specialized knowledge in preventive care, repair, and show demonstrated work with varying types of metals, stone, wood, glass, tile, concrete and other mediums.

Qualified candidates preferably will possess membership in the American Institute for Conservation (AIC), or a similar crafts guild or artwork preservation/conservator organization.

An Art History background, Conservator or Preservation related education is desirable; however, extensive master craftsperson experience or status is considered an equivalent. A company bio, CV, resume and any proof of academic status and/or membership should be included with proposal submittal.

Qualified candidates cannot have any pending or current business-related lawsuits. Business-related lawsuits occurring in the previous five (5) years that may materially affect the ability to provide the services described in this scope must be disclosed with an explanation for review. Non-disclosure is considered breach of contract. If non-disclosure is discovered during contract performance, the contractor will be dismissed from the project with non-payment for any work completed.

Qualified candidates must not be currently involved in litigation with the City of Detroit nor involved in litigation with the City of Detroit during the last five (5) years.

Qualified candidates must not have any outstanding regulatory issues nor have had any regulatory issues during the last five (5) years that may materially affect their ability to provide the services described herein. The qualified candidate may provide information on any outstanding regulatory issues with an explanation.

Qualified candidates will be current on all taxes – real estate and personal property – owed to the City of Detroit.

Qualified candidates will provide three (3) current client references and three (3) former client references for which the same or similar services have been provided.

Qualified candidates will provide one (1) report sample and three (3) visual and narrative examples of repairs completed in the previous three (3) years.

1.8. 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

Revised 8/22/2023 Page **6** of **15**



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.

1.9. 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.

1.10. EVALUATION CRITERIA

Criteria 1 – Experience / References (Attachment A)

Criteria 2 – Timeline for Completion

Criteria 3 – Technical Proposal Plan

Criteria 4 – Pricing (Attachment C)

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
1. Experience / References	25
2. Timeline for Completion	15
3. Technical Proposal Plan / Approach	20
4. Pricing	5
Total Points Possible	65

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Proposal Evaluation Criteria	Possible Points
Detroit headquartered business	10
2. Detroit based business	5
Total Points Possible	15

Revised 8/22/2023 Page **7** of **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	15
2.	Detroit based business	5
	Total Points Possible	20

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

1.11. 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.

1.12. 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.

1.13. 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.

Revised 8/22/2023 Page 8 of 15



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.

1.14. 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.

Revised 8/22/2023 Page 9 of 15



Section 4. Required Proposal Content and Submission Process

1.15. 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.

1.16. 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 RFP#185102:

Req	uired 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.		
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.		

1.17. 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

Revised 8/22/2023 Page **10** of **15**



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.

1.18. 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.

1.19. SUBMITTAL INSTRUCTIONS

All proposals <u>must</u> 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.

E-Procurement Open Assistance Sessions Learning How to Navigate Oracle To join E-Procurement experts for Oracle demonstrations and Q&A pick one of the time slots			
Virtual Learning Session (30 min. each)	Day & Time Option 1	Day & Time Option 2	
Supplier Registration	Mondays, 10:30 AM	Thursdays, 1:00 PM	
Supplier Profile Updates	Mondays, 11:30 AM	Thursdays, 1:30 PM	
Responding to Bids	Mondays, 9:30 AM	Fridays, 9:30 AM	
Invoicing	Tuesdays, 1:30 PM	Fridays, 11:30 AM	
Online Office Hours (General)	Tuesdays, 3:00 PM	Wednesdays, 9:30 AM	

Revised 8/22/2023 Page 11 of 15



Section 5. General Conditions and Requirements for RFP

1.20. 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.

1.21. PAYMENT

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

1.22. 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)

Revised 8/22/2023 Page 12 of 15



- 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.

1.23. 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.

1.24. 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.

1.25. 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.

1.26. 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.

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.

1.27. OFFICE OF INSPECTOR GENERAL

Revised 8/22/2023 Page 13 of 15



- 1.27.1. 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.
- 1.27.2. 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.
- 1.27.3. 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.
- 1.27.4. 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.
- 1.27.5. 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.
- 1.27.6. 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.
- 1.27.7. 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.

<u>For purposes of this Article</u>: "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.

Revised 8/22/2023 Page **14** of **15**



RFP Attachments List

The following Attachments are available to download on the Supplier Portal.

Attachment A - Respondent Questionnaire

Attachment B - Proposal Introduction and Solution / Approach

Attachment C - Pricing

Attachment D - Forms, Affidavits and Documents-(Award winner only)

Attachment E - Model Professional Services Contract

Revised 8/22/2023 Page **15** of **15**