

**CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
REQUEST FOR QUALIFICATIONS**

185065

Solar Residential Abatement and Demolition

Buyer: Eric Cooper

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	08/27/2024
QUESTIONS DUE	Sept 6th, 2024 on or before 3 PM EST All questions must be submitted online in the Supplier Portal
PRE-BID CONFERENCE	September 5 th , 2024 11 AM EST Microsoft Teams Need help? Join the meeting now Meeting ID: 256 379 871 788 Passcode: 9MrGfX Dial in by phone +1 469-998-6602,,264723992# United States, Dallas Find a local number Phone conference ID: 264 723 992# For organizers: Meeting options Reset dial-in PIN
ROUND 1 QUALIFICATIONS DUE DATE *	In order to qualify for round 1, documents must be submitted by September 9 th , 2024. This RFQQ will remain open until August 27 th , 2025 All documents must be submitted in the Supplier Portal as specified in this RFQQ.

* Qualifications must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed quotes 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.

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	<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>

Have additional Supplier Portal questions? Schedule a phone call with our E-Procurement Specialist here - [Supplier Portal Support Questions](#)

1. PROJECT REQUEST

The City of Detroit's Office of Contracting and Procurement Department on behalf of The Construction and Demolition Department intends to establish a list of Pre-Qualified Demolition Vendors for the Abatement and Demolition of Residential structures located in areas where Solar Arrays are scheduled to be constructed. In order to qualify for round 1, documents must be submitted by September 9th, 2024. This RFQQ will remain open until August 27th, 2025. All documents must be submitted in the Supplier Portal as specified in this RFQQ.

2. APPROVED DEMOLITION SUPPLY SCHEDULE SUPPLIER LIST

Respondents deemed to be qualified to provide the services specified in this Request for Qualifications (RFQQ) will be placed on a list of pre-approved suppliers. From the list of approved suppliers, the City shall solicit bids to perform Abatement and Demolition for Residential structures. Acceptance as an approved Detroit Supply Schedule Supplier is not a guarantee of business. Suppliers will compete thru the solicitation process for business.

Pre-Qualifications are valid until December 31, 2025.

3. STATEMENT OF WORK

SCOPE OF SERVICES

I. INTRODUCTION

- A. **Intent.** As directed by the City of Detroit (hereafter “Owner”), this Scope of Services (hereafter “these Services”) is intended to improve neighborhoods and improve the quality of life of residents through the abatement and demolition of blighted residential structures.
- B. **Revisions to this Scope of Services.** The Owner reserves the right to revise these Services over time to maximize efficiency and to mitigate any potential hazards to public health and safety or disturbances to the neighborhood.
- C. **Clarifications to this Scope of Services.** At its sole discretion, the Owner reserves the right to clarify these Services at any time. The Contractor is not entitled to any upward adjustment in price/cost or any additional fee because of any clarifications to these Services by the Owner. The Contractor may be required to deduct costs if the clarification to these Services reduces the work, material, or labor required.

II. GENERAL REQUIREMENTS & PROTOCOLS

- A. **Project Manager.** The Contractor must assign a Project Manager who will serve as the point of contact for the Owner or any enforcement agency or regulatory authority on matters related to these Services. The Project Manager shall have the authority to act on behalf of the Contractor on all matters related to the performance and execution of these Services.

- B. Qualified Personnel.** The Contractor must assign qualified personnel to perform or execute all aspects of these Services. Personnel must possess all necessary accreditations, licenses, endorsements, or certifications as required by all applicable laws, regulations, rules, or industry standards. Personnel must also possess the necessary experience to execute these Services safely, efficiently, and effectively as required by all applicable laws, regulations, rules, or industry standards. The Contractor must provide the Owner with copies of the accreditations, licenses, endorsements, certifications, or work history of any person assigned to perform any aspect of these Services upon request.
- C. Professional Conduct.** Throughout the execution of these Services, the Contractor must maintain a friendly and professional demeanor whenever interacting with the public, the Owner, or any representative of an enforcement agency or regulatory authority.
- D. Responsibility for Sub-contractors.** The Contractor is responsible for the work of any sub-contractor who performs or executes any aspect of these Services.
- E. Equipment and Materials.** The Contractor must provide all necessary equipment and materials to execute these Services safely, efficiently, and effectively. Equipment and materials must meet or exceed the requirements set forth in all applicable laws, regulations, rules, or industry standards. The Contractor must interpret equipment and materials in the broadest sense to include vehicles, trailers, containers, tools, personal protection equipment, and all other equipment and materials necessary to perform or execute these Services. Upon request, the Contractor must provide the Owner or any enforcement agency or regulatory authority with copies of any available documentation on the equipment or materials used in the performance or execution of these Services.
- F. Permits.** The Contractor must ensure possession of all necessary permits to execute these Services. The Contractor must ensure that all permits are current and valid throughout the performance of any applicable Services. The Contractor must present a copy of any permit to the Owner or any enforcement agency or regulatory authority upon request.
- G. Record/Document Creation and Retention.** The Contractor must create and/or retain all necessary documents, including photographs, associated with these Services. The Contractor must keep and maintain accurate, complete, and orderly records of all documents associated with these Services for a period of seven (7) years from the date of the last payment under the associated Agreement or assignment of work. The Contractor must provide any documents associated with these Services to the Owner or any enforcement agency or regulatory authority within a reasonable time of request as determined by the requesting party at its sole discretion. The Contractor must ensure that every document is clear and/or legible. If the requesting party determines that any document is unclear or illegible, the Contractor must either provide a clear and/or legible copy of the document or

provide a signed attestation of the information contained in the document within a reasonable timeframe as determined by the requesting party at its sole discretion.

H. Reporting and Requests for Inspections. As directed by the City, the Contractor must use the designated system to:

- a. Accurately and timely report on planned and actual activities covered under these Services, and
- b. Request the required inspections

The Contractor must comply with the most current version of the policy/protocols on data and document reporting or any other such policy/protocols that the Owner may implement during the term of the Agreement.

I. Cooperation, Coordination, and Communication. The Contractor must fully and openly cooperate, coordinate, and communicate with the Owner on all matters related to the performance or execution of these Services, and the Contractor must comply with any direction or guidance provided by the Owner. Communications may include but are not limited to daily or weekly schedules of any activities associated with these Services.

The Contractor must fully and openly cooperate, coordinate, and communicate with any representative of an enforcement agency or regulatory authority with jurisdiction over any aspect of these Services. Unless governed by any applicable confidentiality rules or laws, the Contractor must immediately convey in writing any communication from an enforcement agency or regulatory authority to the Owner. If the communication is governed by any applicable confidentiality rules or laws, then the Contractor must immediately convey that communication when legally permitted to do so.

J. Monitoring, Inspection, and Oversight. The Contractor must allow the Owner or any representative of an enforcement agency or regulatory authority to monitor or inspect all aspects of these Services at any time.

The Owner may stop all work at an assigned site or all assigned sites if the Contractor improperly performs, or is reasonably suspected of improperly performing, any aspect of these Services. The Owner may also stop work at an assigned site or all assigned sites in the interests of public health, safety, or welfare.

The Contractor is not entitled to reimbursement for any additional cost(s) or fee(s) resulting from a work stoppage by the Owner.

K. Compliance with all Applicable Laws, Regulations, Authorities, and Rules. The Contractor must perform or execute these Services in compliance with all applicable federal, state, and local laws, regulations, authorities, and rules. The Contractor must ensure that all assigned personnel possess working knowledge of all applicable federal, state, and local laws, regulations, authorities, and rules.

L. Additional Notification Requirements. All notifications, whether initial or revised, must include all supporting documentation. Documentation may include, but is not limited to:

- a. Date- and time-stamped, color photographs that document any impediments to abatement;
- b. Alternative control methods document for class I work.

M. Discrepancies. In the case of any discrepancy between these Services and any applicable laws, regulations, authorities, or rules, the most stringent requirement(s) shall apply as determined by the Owner at its sole discretion.

The executed Agreement incorporates these Services by reference, and in the case of any discrepancy between these Services and the executed Agreement, the most stringent requirement(s) shall apply as determined by the Owner at its sole discretion.

N. Verify the Assigned Site(s) and Identify Parcel Boundaries. Prior to the execution of each aspect of these Services, the Contractor must verify the assigned site(s) and identify the parcel boundaries. The Contractor must utilize all available resources (i.e. photos, aerial images, etc.) to ensure these Services target the correct site(s). If questions arise as to which site is assigned, the Contractor must immediately contact the Owner for clarification and hold all Services for that site until the Owner provides clarification. Requests for clarification on an assigned site shall not entitle the Contractor to any upward adjustment in price/costs or any additional fee for that site. The Contractor is not entitled to any compensation for work performed on any unassigned site(s), and the Contractor is responsible for any damage resulting from work performed on any unassigned site(s), including all costs to repair or replace any damage.

O. Days and Hours of Operation. The Contractor may perform or execute these Services Monday through Friday from 7:30 a.m. until 5:30 p.m. However, on days when sunrise and/or sunset fall within the allowable hours of operation, the Contractor operations are restricted to sunrise and/or sunset.

P. Limitations on Work Area. The general work area for each site is limited to the parcel boundaries. At no time is the Contractor allowed to use an adjacent or a surrounding property to execute any aspect of these Services unless otherwise permitted in writing by the Owner. This includes but is not limited to property access, staging/storing of equipment, or stockpiling of any materials.

Q. Document Site Conditions. The Contractor must document site conditions as directed by the Owner. Failure to thoroughly and adequately document conditions creates a presumption of responsibility on the part of the Contractor for any damage that occurs on or around the assigned site(s).

R. **Use of Public Streets, Sidewalks, and Alleyways.** The Contractor may use public streets and alleyways for the temporary parking of vehicles and equipment that are necessary to perform or execute these Services. However, the Contractor must comply with all applicable federal, state, and local laws, regulations, authorities, and rules, and the Contractor must ensure safe passage of pedestrian and vehicular traffic around the work area.

S. **Protection of Persons, Infrastructure, and Surrounding Property.** In every aspect of these Services, the Contractor must exercise all necessary and appropriate care to protect all persons from harm or injury and protect infrastructure and property (both real and personal) from damage. This includes but is not limited to any structures, vehicles, improvements (i.e. fencing), appurtenances, and landscaping on surrounding properties.

The Contractor must execute these Services in a manner that avoids the creation of any hazard, undue disturbance, or nuisance to the community.

T. **Cleaning.** At the end of each working day, the Contractor must ensure that the sidewalks, streets, alleyways, and surrounding properties are free of dust, debris, and other potential nuisances.

U. **Corrections.** The Contractor is responsible for these Services through the term of the Agreement. The Contractor is responsible for any errors, oversights, or deficiencies in the execution of these Services, and the Contractor is not entitled to reimbursement for any additional cost(s) or fee(s) for the correction of any error, oversight, or deficiency. Acceptance or approval of any aspect of these Services by the Owner does not relieve the Contractor of the responsibility to correct any errors, oversights, or deficiencies at the Contractor's expense.

Furthermore, the Contractor is responsible for any damage that results from the execution of these Services, and the Contractor must repair or replace any damaged infrastructure or property at the Contractor's expense. The Contractor must replace any damaged sidewalk, curb, street, or alley in accordance with the specifications of the jurisdiction with authority (City of Detroit, Wayne County, or State of Michigan).

Finally, the Contractor is responsible for any hazardous condition, undue disturbance, or nuisance that results from the execution of these Services, and the Contractor must correct any such hazardous condition, undue disturbance, or nuisance that may adversely affect surrounding persons or property at the Contractor's expense.

V. **Withholding Payment.** The Owner reserves the right to withhold any payment amount in part or in whole until all work is completed in accordance with these Services as determined by the Owner.

Furthermore, the Owner reserves the right to withhold any payment in an amount equivalent to the costs incurred for the correction of any errors, oversights, or deficiencies on the part of the Contractor. The Owner also reserves the right to

withhold any payment in an amount equivalent to costs incurred for the repair or replacement of any damage caused by the Contractor, and finally, the Owner reserves the right to withhold any payment in an amount equivalent to costs incurred for the correction of any hazardous condition, undue disturbance, or nuisance caused by the Contractor.

- W. Verify Disconnection of Electric, Gas, and Communications Services.** Prior to any abatement and demolition work on each assigned site, the Contractor must review the electric and gas clearance statements to ensure that those clearances are current and valid. If either the electric or gas clearance statements are expired or invalid, the Contractor must contact the Owner as directed and hold any abatement or demolition work until a current and valid clearance is provided.

Upon mobilization to each assigned site for any abatement or demolition work, the Contractor must inspect the site to confirm that the electric, gas, and communication services are disconnected. If the Contractor discovers a live service line to a site, the Contractor must immediately notify the Owner and hold abatement or demolition work until notified in writing by the Owner.

If the Contractor discovers a damaged utility line (i.e. leaking gas line or fallen electric line) on or around an assigned site, the Contractor must immediately notify the appropriate utility company and then immediately notify the Owner as directed. After said notifications, the Contractor must use caution tape to close off the area around the damaged utility line and demobilize to a safe distance away from the damaged line. The Contractor must remain on site until the utility company arrives, and the Contractor must keep contact with the utility company to know when the hazard has been resolved and the Services may resume. The Contractor must immediately inform the Owner when the hazard has been resolved.

The Contractor is not entitled to reimbursement for any additional cost(s) or fee(s) due to a delay caused by a live or damaged utility line.

- X. Shut-off and Disconnection of Water Service.** Prior to the start of demolition, the Contractor must properly shut off and disconnect water service to the assigned site(s) as directed by the Owner, and the Contractor must attend any training provided by the Owner related to the proper shut-off and disconnection of water services.
- Y. Discovery of Flooding.** If the Contractor discovers flooding on an assigned site, the Contractor must immediately mobilize to the site to properly shut off and disconnect water services as directed by the Owner. Following the shut off and disconnection of the water services, the Contractor must properly pump out and discharge the water at their cost as directed by the Owner.
- Z. Executed Agreement and Notice to Proceed.** The Contractor may not perform any aspect of these Services without an executed Agreement AND a Notice to Proceed from the Owner. If the Contractor performs any work without an executed Agreement AND a Notice to Proceed, then the Owner reserves the right to

disqualify the Contractor from payment for any costs and/or fees for the work performed.

AA. Poster the Assigned Structure(s). Within fourteen (14) calendar days of the Notice to Proceed, the Contractor must securely affix the Owner-provided demolition poster to the structure, and the Contractor must ensure that the poster is plainly visible from the street. If the front of the structure is not visible from the street, then the Contractor must securely affix the poster to stakes that are sunk in the ground as close as possible to the structure but clearly visible from the street. The Contractor must take a date- and time-stamped color photograph of the poster from the street. If the poster is damaged or missing, the Contractor must replace the poster as soon as possible, and the Contractor must take a new date- and time-stamped color photograph every time a new poster is placed on the assigned site(s). The Contractor is not entitled to any upward adjustment in price/cost or any additional fee for the replacement of a damaged or missing poster.

BB. Term of Performance. The Contractor must complete these Services within the term of performance indicated in the table attached to the Notice to Proceed. The term of performance shall commence upon the date of the Notice to Proceed. At its sole discretion, the Owner reserves the right to extend the term of performance at any time.

III. PRE-ABATEMENT DUE DILIGENCE

A. Documentation/Information Review. The Contractor must review the hazardous/regulated materials survey report for the assigned site(s), and the Contractor must immediately communicate any errors, omissions, or deficiencies with the report to the Owner and the environmental consultant who prepared the report as directed. The Contractor must also review any other available documentation and information of the assigned site(s). The Contractor must compare the site identified in the report with the site identified in any other available document or information. The Contractor must immediately communicate any discrepancies between the report and any other available documentation/information to the Owner and the environmental consultant who prepared the report as directed.

B. Pre-Abatement Site Visit. Prior to mobilization for abatement, the Contractor must visit the assigned site(s) to:

a. Conduct a Pre-Abatement Inspection. Using visual observation and destructive methods, the Contractor must thoroughly inspect the assigned site(s) to understand the conditions under which the abatement work will be performed and identify all safely accessible hazardous/regulated materials (including asbestos-containing materials) on site. The Contractor may request the environmental consultant who performed the

survey to accompany the Contractor on the pre-abatement site visit to clarify any aspect of the report.

The Contractor must compare the results of their visual inspection with the type, quantity, and location of hazardous/regulated materials identified in the report. The Contractor must immediately report any errors, omissions, or deficiencies to the Owner and the environmental consultant who prepared the report as directed.

- b. Identify Impediments to the Execution/Performance of Services.** The Contractor must identify any impediments to the execution or performance of these Services, and the Contractor must notify the Owner as directed. The Contractor must work with the Owner or relevant party to resolve the impediments to the greatest extent possible. Impediments may include, but are not limited to, occupants, collapsed/collapsing structural members, parked/abandoned vehicles, flooded basements, or fallen trees. To the greatest extent possible, the Contractor must provide a date- and time-stamped color photograph of any impediments to the abatement of the site.

IV. ABATEMENT AND DEBRIS REMOVAL, TRANSPORT, & DISPOSAL

- A. General Abatement Requirements.** The Contractor must properly remove, transport, and dispose of all safely accessible hazardous/regulated materials on the assigned site(s) in accordance with all applicable laws, regulations, rules, and industry best practices.
- B. Work Area Limitations.** The Contractor is prohibited from performing any abatement work in an area of the assigned site(s) at risk of unplanned collapse as identified in the engineering survey(s).
- C. (Re)Location of Debris.** If the abatement activities generate non-hazardous debris (i.e. wood lathe) or require the relocation of existing, non-hazardous/non-regulated debris (i.e. household debris), the Contractor must locate that debris elsewhere in the structure or in the rear yard of the assigned site(s). If the debris is located in the rear yard, the Contractor must locate the debris a safe distance from any area(s) of the structure or the site that may require inspection. If the debris interferes with any inspection of the assigned site(s) or are the subject of a complaint, the Contractor must relocate the debris within one (1) business day of request. The Contractor may not locate the debris in the front yard or side yards of the assigned site(s) unless expressly authorized in writing by the Owner.
- D. Ventilation of Enclosures.** The Contractor may not ventilate any enclosure in the direction of any adjacent, occupied structure.
- E. Property of the Contractor.** All safely accessible hazardous/regulated waste materials, including any materials that were illegally dumped on the site prior to or during the abatement, become the property of the Contractor, and the Contractor is responsible for the proper removal, transport, and disposal of such materials.

- F. Storage of Hazardous/Regulated Materials.** The Contractor may not leave a container in the same location for a period of more than seven (7) calendar days. The Contractor may not park any container along the street in front of an occupied structure. The Contractor must relocate any container in front of an occupied structure within one (1) business day of request by the Owner.
- G. Coordination of Proper Transport and Disposal.** The Contractor must coordinate the transport and disposal of all safely accessible hazardous/regulated waste materials on the assigned site(s). This includes but is not limited to all necessary approvals for such transport and disposal and the creation and/or maintenance of all documentation related to such transport and disposal. All hazardous/regulated waste materials must go to an appropriate disposal facility based on the type of waste material.
- H. Post-Abatement Verification (PAV).** Upon completion of all abatement activities at the assigned site(s), the Contractor must request a post-abatement inspection as directed by the Owner. At the time of request, the Contractor must provide all documentation that substantiates the claim of the Contractor to leave materials in place due to unsafe conditions. If an assigned site fails the post-abatement inspection, the Contractor must address any errors, omissions, or oversights and request another post-abatement inspection as directed by the Owner.

V. **PRE-DEMOLITION DUE DILIGENCE**

- A. Documentation/Information Review.** The Contractor must thoroughly review all available documentation and information associated with the assigned site(s). This may include, but is not limited to, the engineering survey report(s), the hazardous/regulated materials survey report(s), and the PAV(s). The Contractor must immediately communicate any errors, omissions, deficiencies, or discrepancies with the documents to the Owner and the consultant who prepared the document(s) as directed.
- B. Pre-Demolition Site Visit.** Prior to mobilization for demolition, the Contractor must visit the assigned site(s) to:
 - a. Conduct a Pre-Demolition Inspection.** Using visual observation, the Contractor must thoroughly inspect the assigned site(s) to verify that all safely accessible hazardous/regulated materials (including asbestos-containing materials) were abated or removed from the site.

The Contractor must compare the results of their visual inspection with the type, quantity, and location of hazardous/regulated materials identified in the survey report(s) and the PAV(s). The Contractor must immediately report any errors, omissions, or deficiencies to the Owner and the consultant who prepared the document(s) as directed.

- b. **Identify Impediments to the Execution/Performance of Services.** The Contractor must identify any impediments to the performance or execution of these Services, and the Contractor must notify the Owner of any impediments as directed. The Contractor must work with the Owner and/or any other relevant party to resolve the impediments to the greatest extent possible. Impediments may include, but are not limited to, occupants, collapsed/collapsing structural members, parked/abandoned vehicles, flooded basements, or fallen trees. To the greatest extent possible, the Contractor must provide a date- and time- stamped color photograph of any impediments to the execution of these Services.
- c. **Identification of a Consistent Water Source.** The Contractor must identify the hydrant(s) to be used as a consistent water source to keep all materials adequately wet throughout the demolition and debris removal process. The Contractor must ensure that the hydrant(s) function properly, and the Contractor must report any non-functioning hydrants to the Owner as directed. If the Contractor cannot locate a functioning hydrant or chooses not to use a hydrant, then the Contractor must identify an alternate water source (i.e. water truck) that can keep all materials adequately wet throughout the demolition and debris removal process.
- d. **Notify Neighbors.** No sooner than fourteen (14) calendar days and no later than three (3) calendar days prior to the start of demolition, the Contractor must notify surrounding residents as follows:
 - i. **Lawn signs.** Place a total of three (3) Owner-provided lawn signs on the assigned site(s). The Contractor must place one (1) sign on the front lot line of the site facing the street, and the Contractor must place one (1) sign at each lot line on either side of the front yard facing the adjacent properties. The Contractor must ensure that each lawn sign is securely staked in the front yard between the sidewalk and the structure.
 - ii. **Door hangers.** Distribute Owner-provided public health and safety materials (door hangers) and conduct door-to-door notification to all occupied structures within four hundred (400) feet of the assigned site(s). The Contractor must ensure that the door hanger is securely hung from the door knob/handle or securely affixed to the door in manner that does not damage the door.

VI. DEMOLITION AND DEBRIS REMOVAL, TRANSPORT, & DISPOSAL

- A. **Three Working Day Hold from Posting of the Post-Abatement Verification (PAV).** The Contractor may not start the demolition of any structure on the assigned site(s) sooner than three (3) business days from the date that the PAV

posted to a designated public website. For the purposes of this stipulation, the Contractor must wait three (3) business days based upon the working calendar of the State of Michigan.

B. Specific Qualifications/Credentials for Demolition Personnel. The Contractor must ensure that the following personnel assigned to every demolition site possess the required qualifications/credentials:

a. **Field Supervisors.** The Field Supervisor for every assigned site must have completed the Occupational Safety and Health Administration Lead Awareness Training for Construction within the last twelve (12) months.

b. **Operator or Laborer.** No less than one person (operator or laborer) on every assigned site must possess one of the following qualifications/credentials:

i. Attended a workshop on asbestos and lead awareness presented by the Michigan Occupational Safety and Health Administration (MIOSHA);

ii. Accreditation as an asbestos abatement contractor or supervisor from the State of Michigan;

iii. Accreditation as an asbestos abatement worker from the State of Michigan;

iv. Accreditation as an asbestos inspector from the State of Michigan.

C. Specific Protections for Occupied, Adjacent Structures Prior to Demolition.

Prior to the commencement of demolition, the Contractor must visually inspect the exterior of any occupied structures immediately adjacent to the assigned site(s) for any open windows or doors. The Contractor must attempt to contact an occupant of the adjacent structure(s) and politely request that the occupant close all open windows or doors as soon as possible.

If the Contractor is unable to contact an occupant of the adjacent structure or if the occupant is unable to securely close any open window or door on the first floor of the structure which faces the assigned site, then the Contractor must make a reasonable and good faith effort to cover any open first-floor window or door on the side of the structure which faces the assigned site. The Contractor must cover the open window or door with a material that will prevent fugitive dust from entering the structure. The Contractor must exercise all necessary care to ensure that the structure is not damaged by the installation of the material. The Contractor is responsible for any damage resulting from the installation of the material, and the Contractor must repair or replace any damage at the Contractor's expense.

For any covered openings, the Contractor must take date- and time-stamped color photographs of any open windows or doors before AND after the installation of the material

The Contractor is exempt from the requirement to cover any open windows or doors only if the Owner has informed the Contractor in writing that the occupant has opted out of this requirement.

- D. Protection of Children Around the Demolition Site(s).** The Contractor must make a reasonable and good faith effort to politely request that any child who appears to be under the age of twelve (12) and who appears to loiter around the demolition site stay inside during the demolition and debris removal. If any child refuses to stay inside during the demolition and load-out of all debris, then the Contractor must contact the Owner as directed.
- E. Observance of Wind Conditions.** The Contractor must observe wind conditions prior to the start of demolition and throughout the demolition process. When sustained wind speeds exceed twenty miles per hour (20 mph), the Contractor may not start the demolition on any assigned site(s). If the Contractor has already started demolition on an assigned site when sustained wind speeds exceed 20 mph, then the Contractor must bring the structure to the ground and then stop demolition activities until the sustained wind speed falls below 20 mph. At its sole discretion, the Owner reserves the right to stop demolition activities when sustained wind speeds exceed or are expected to exceed 20 mph. The Contractor is not entitled to reimbursement for any additional cost(s) or fee(s) resulting from a wind-related stoppage.
- F. Removal of the Meter Interface Unit (MIU) and/or the Water Meter.** The Contractor must disconnect and remove the MIU and/or the water meter, and the Contractor must return the MIU and/or the water meter to the City as directed.
- G. Class I Demolition Protocols.** The Contractor must demolish all structures as if each structure contains class I asbestos-containing materials regardless of whether or not all class I asbestos-containing materials identified on site were abated prior to demolition.
- H. Set-up of Wetting and Dust Control Equipment.** Prior to the start of demolition and debris removal, the Contractor must connect two (2) intact hoses with misting nozzles to the water source(s). If the Contractor uses a hydrant, then the Contractor must use an approved backflow preventer, hydrant wrench(es), drain caps, etc., and the Contractor must properly condition every hydrant after each use as directed by the Owner.

The Contractor must use hose ramps to cover any part of the hose(s) that may come into contact with a vehicle or equipment. The Owner reserves the right to require additional ramps if there is any length of a hose that may come into contact with a vehicle or equipment.

- I. Wetting Prior to Demolition.** The Contractor must thoroughly wet the structure immediately prior to the start of demolition. The Contractor must then use an excavator to punch two (2) holes near opposite ends of the roof. The Contractor

must then back the excavator away from the structure and direct water into and around the roof openings for a period of no less than five (5) minutes for each opening. The Owner reserves the right to require additional wetting at its sole discretion, and the Contractor is not entitled to reimbursement for any additional cost(s) or fee(s) for wetting materials prior to demolition.

- J. Frequency and Duration of Wetting.** The Contractor must keep all structures and building materials and components adequately wet throughout the demolition process, including the debris removal, transport, and disposal. This includes the removal of both building material (i.e. “wood debris”) and “hard fill” material such as foundations/footings and concrete slabs. The Owner reserves the right to require additional wetting of any building materials or components at its sole discretion, and the Contractor is not entitled to reimbursement for any additional cost(s) or fee(s) for wetting building materials or components throughout the demolition process.
- a. Complaints of Fugitive Dust.** If the demolition generates excessive fugitive dust, the Contractor must immediately stop the demolition or debris removal activities and thoroughly wet the building materials or components prior to resuming activity on the site(s).
 - b. Exceptions to the Wetting Requirements.** The Contractor may reduce the frequency and duration of wetting in either scenario below if there are minimal emissions of fugitive dust. In either scenario, the Owner reserves the right to require additional wetting at its sole discretion. The Contractor is not entitled to reimbursement for any additional cost(s) or fee(s) associated with additional wetting, and neither scenario absolves the Contractor of compliance with the “Wetting Prior to Demolition” requirements.
 - i. Precipitation.** The Contractor may reduce the frequency and duration of wetting in the event of sustained precipitation during demolition or debris removal.
 - ii. Freezing Temperatures.** The Contractor may reduce the frequency and duration of wetting if temperatures fall below twenty degrees Fahrenheit (20° F). During any freezing temperatures, the Contractor must keep a thermometer on site and record the ambient air temperature at the beginning, middle, and end of the work day. As necessary, the Contractor must employ an appropriate mixture of water and commercially available suppressing agents that comply with the most current version of the state “Guidelines for Selecting Dust Suppressants to Control Dust and Prevent Soil Erosion.” Furthermore, Contractors must spread adequate salt on any sidewalks, streets, or alleyways that become wet during freezing temperatures.

K. General Demolition Requirements.

- a. **Acceptable Methods.** Except for situations in which hand wrecking is necessary to protect persons from harm or protect infrastructure or surrounding properties from damage, the Contractor must mechanically wreck structures with an excavator in a manner that avoids the free fall of building materials and components.
- b. **Prohibited Activities.** The following activities are prohibited during demolition:
 - i. On-site storage or sale of materials and / or equipment earlier than forty-eight hours prior to demolition or later than forty-eight hours after the application of seed;
 - ii. Use of explosives;
 - iii. Intentional burning of any structure or debris;
 - iv. On-site crushing of concrete, bricks, or any other masonry materials.
- c. **Above-grade Building Materials and Components.** Once demolition has started, the Contractor may not leave any structure in a condition or state where any portion of the structure could collapse or fall onto another property. The Contractor must safely bring all above-grade building materials and components to the ground, and the Contractor must remove and dispose of all building materials and components.
- d. **Sub-surface Structural Components.** The Contractor must completely break up and remove all sub-surface structural components. This includes but is not limited to basement walls, basement floors, foundations, and footings.
- e. **Asphalt, Gravel, and/or Concrete Slabs on Grade.** Unless otherwise permitted to remain by the Owner, the Contractor must break up and remove asphalt, gravel, and/or concrete slabs on grade. If the Contractor encounters a shared driveway, the Contractor must immediately contact the Owner as directed for clarification and guidance as to which surfaces may remain.
- f. **Vegetation, Brush, and Other Debris.** Unless otherwise directed in this Scope of Services, the Contractor must clear all vegetation, brush, and other debris from the assigned site(s). This includes but is not limited to dead/fallen trees, logs, and illegally dumped debris.

- i. **Removal of Tires.** The Contractor must properly remove, transport, and recycle or dispose of tires in accordance with all applicable laws, regulations, and rules.
 - ii. **Protection of Live Trees.** The Contractor must make a reasonable and good faith effort to protect live trees that are six inches (6") or more in diameter at four feet in height and which are located ten feet (10') or more from the principal structure.
 - iii. **Cleaning of the Alley.** The Contractor must remove and dispose of any and all vegetation and other debris located in the first ten feet (10') into any alleyway adjacent to the assigned site(s)
- g. **Pests or Other Nuisance Animals.** If the Contractor discovers that the demolition causes a migration of pests (i.e. rats or cockroaches) or other nuisance animals through a neighborhood, the Contractor must immediately contact the Owner as directed.

L. **Installation and Maintenance of a Safety Barrier.** At any time prior to backfill when a pile of debris or an excavation greater than three feet (3') in depth is left unattended on an assigned site, the Contractor must install and maintain a four-foot (4') tall safety barrier around the entirety of any debris pile or open hole. The Contractor is prohibited from using an existing fence or surrounding structure as part of the safety barrier.

The Contractor must install the safety barrier using commercially-available wooden or metal stakes approximately three feet (3') away from the debris pile or the open hole on all sides. The Contractor must drive all stakes to a depth of approximately two feet (2') below grade with a minimum of four feet (4') of stake above grade. For spans in excess of twenty feet (20'), the Contractor must have an interstitial stake equidistant from the other stakes.

The safety barrier must be constructed of orange high-density polyethylene material with 1.75" by 1.75" mesh equal to Tenax Guardian Warning Barrier, and the Contractor must securely attach the safety barrier to each stake using durable cable ties at no less than four (4) locations spaced evenly along the length of each stake. The finished installation must yield a taught, secure enclosure with no noticeable sagging, and the Contractor must take a date- and time-stamped color photograph of the installed safety barrier.

The Contractor must regularly inspect and maintain the safety barrier, and the Contractor must make any corrections or repairs to the safety barrier within twenty-four (24) hours of request by the Owner.

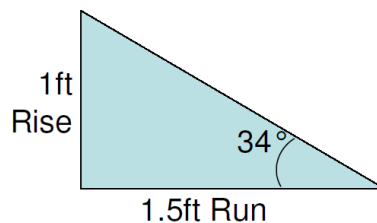
M. **Property of the Contractor.** All debris, including any materials illegally dumped on the site prior to or during the demolition or debris removal, becomes the property of the Contractor, and the Contractor is responsible for the proper removal, transport, and disposal of all materials.

- N. **Covering Debris After Twenty-four Hours of Knock Down.** If the Contractor is unable to load out the building debris (not hardfill, i.e. foundations or footings) within twenty-four (24) hours of knock down, the Contractor must ensure that all materials are adequately wet, and the Contractor must completely cover the debris with high-density polyethylene sheeting/liner until the debris is loaded off the site and transported for disposal. The Contractor must adequately secure the sheeting/liner to prevent wind interference and mitigate against dust migration.
- O. **Coordination of Proper Transport and Disposal.** The Contractor must coordinate the transport and disposal of all debris from the assigned site(s). This includes but is not limited to all necessary approvals for such transport and disposal. The Contractor must remove, transport, and dispose of all debris as asbestos-containing waste material unless otherwise permitted in these Services. All debris must go to a licensed Type II landfill unless otherwise permitted in these Services.

The Contractor may directly transport construction brick, masonry, pavement, or broken concrete that meets the following conditions to a permitted crushing operation for recycling:

- a. The material meets the definition of “inert material” per Michigan Public Act 451 of 1994, as amended;
 - b. Prior to transport of the materials to permitted crushing operation, the Contractor has possession of analytical results that show the material does not contain asbestos;
 - c. The material is thoroughly wetted prior to transport to remove residual dust from the demolition activities.
- P. **Ramp Out of Excavation.** The Contractor must create a scalable, earthen ramp out of an excavation greater than three feet (3’) in depth on an assigned site that may be left unattended for any period of time.

The base of the slope must begin at the floor of the excavation, and the slope must rise outside the footprint of the structure to allow for the open hole inspection. The slope of the ramp may not exceed thirty-four degrees (34°) or one foot (1’) of rise for each one and a half feet (1.5’) of run, and the ramp must be greater than or equal to two feet (2’) in width.



The Contractor must ensure that the slope and the sides of the ramp are stable, and the Contractor must ensure that the ramp is unobstructed by any debris, large rocks, or any other materials.

- Q. Exposing and Capping of Sewer Lines.** Following the removal of the foundation and footings, the Contractor must ensure that the sewer lateral to the assigned site(s) is clearly visible and properly capped near the footprint of the structure by placing a concrete bulkhead in the line. The Contractor is prohibited from capping the lateral at or near the main sewer line.
- R. Request for Open Hole Inspection.** Following the removal of all debris from the assigned site(s) and the capping of the sewer lateral, the Contractor must request an Open Hole Inspection from the City of Detroit Buildings Safety, Engineering, and Environment Department (BSEED) as directed by the Owner.
- S. Time Frame for Demolition, Debris Removal, and Request for Open Hole Inspection.** The Contractor must remove all debris, expose and cap the sewer lateral, and request an Open Hole Inspection no later than seven (7) calendar days from the start of demolition.
- T. Pumping Water from the Site.** The Contractor is responsible for any water accumulation on the assigned site(s) after the start of demolition. Where any significant accumulation represents a threat to public health and safety or as directed by the Owner, the Contractor must pump the water from the site at their cost in accordance with the protocols set forth by the Owner.

VII. BACKFILL AND GRADING

- A. General Backfill Materials Requirements.** The Contractor must use backfill materials from sources approved by the Owner, and the Contractor must receive source approval prior to backfill of any assigned site(s). The materials must meet the following requirements:
 - a. Part 201 Residential Cleanup Criteria.** For any constituent of concern, all backfill materials must fall within the state residential cleanup criteria. However, at its sole discretion, the Owner may allow materials which contain concentrations of certain metals in exceedance of the state residential cleanup criteria so long as those concentrations fall within the glacial lobe background levels and an Environmental Professional has provided a reasoned explanation for such concentrations.
 - b. Physical Characteristics and Composition.**
 - i. Backfill Materials Below 12” of Grade.** All backfill materials below twelve inches (12”) of grade must consist of crumbling yellow clay, sand, or loam. However, the clay content cannot exceed 35% of the materials, and blue and grey clay are expressly

prohibited as backfill. If questions arise as to the clay content of the fill material, then the Contractor must provide documentation approved by the Owner that evidences the clay content at the Contractor's expense. Source approval by the Owner does not absolve the Contractor of compliance with these requirements.

The Contractor may use residual broken or crushed rocks, concrete, bricks, blocks, or other masonry material as fill material for any void or excavation greater than three feet (3') in depth so long as the materials are no larger than eight inches (8") in diameter and the materials are free from contamination (i.e. paint, stain, mastic, etc.).

- ii. **Backfill Materials Within 12" of Grade.** All backfill materials within twelve inches (12") of grade must consist of sand or loam (no clay), and the materials must be completely free of pulverized or crushed building materials, construction debris, brush, and any other undesirable material. Backfill materials must have an organic content greater than ten percent (10%), but less than twenty-five percent (25%).

- B. **Submittal of Backfill Information and Documentation.** The Contractor must provide all required information and documentation to the Owner in a form and manner as directed. The Owner reserves the right to withhold approval of or deny any proposed backfill source with incomplete information or documentation, and the Owner shall have the final determination as to the completeness of the information and documentation.
- C. **General Backfill Requirements.** Following Open Hole approval, the Contractor must fill all holes or voids which result from the demolition and removal of any structure, improvement, or appurtenance on the assigned site(s), and the Contractor must apply sufficient backfill materials so that the assigned site(s) are comparably level with the adjacent property(ies). The Contractor must appropriately compact all backfill material to avoid any excessive settling, sinkholes, or other unwanted depressions.
- D. **Owner's Right to Question or Reject Backfill Materials.** The Owner may inspect fill materials at any time, including materials that are loaded in trailers awaiting off-loading onto an assigned site. The Owner reserves the right to direct the Contractor to sample and analyze any backfill materials that the Owner reasonably suspects violate the requirements of this Scope of Services, and the Contractor must sample and analyze those materials as directed by the Owner at the Contractor's expense.

Furthermore, the Owner reserves the right to reject backfill materials for any violation or suspected violation of this Scope of Services, and the Contractor must remove and dispose of those materials as directed by the Owner at the Contractor's expense. Following removal and disposal of the unacceptable materials, the Contractor must provide new backfill materials at the Contractor's expense.

- E. **General Grading Requirements.** The Contractor must uniformly grade the site to conform to any adjoining sidewalks, alleys, and properties, and the Contractor must comply with any directives or guidance provided by BSEED or any other City agency. The Contractor must grade the assigned site(s) in a manner which prevents both excessive run-off and pooling/ponding of water.
- F. **Request for Winter or Final Grade Inspection.** Following the backfill and grading of the assigned site(s), the Contractor must request a Winter or Final Grade Inspection (as applicable) from BSEED as directed by the Owner.
- G. **Time Frame for Backfill, Grade, and Request for Inspection.** The Contractor must backfill, grade, and request a Winter or Final Grade Inspection (as applicable) for each and every assigned site no later than fourteen (14) calendar days from the approval of the Open Hole Inspection by BSEED.

VIII. SITE FINALIZATION

- A. **Sidewalk Replacement.** At the Contractor's expense, the Contractor must replace the entirety of any sidewalk flag that was cracked, heaved, or otherwise damaged during the course of these Services. The Contractor must replace sidewalks in accordance with the specifications of the jurisdiction with authority (City of Detroit, Wayne County or State of Michigan).
- B. **Time Frame for Sidewalk Replacement.** For all properties final grade approved the Contractor must request a pour inspection for each and every assigned site no later than thirty (30) calendar days from Final Grade Approval.
- C. **Seeding and the Establishment of Turf.** Following Final Grade approval, the Contractor must seed the entirety of the assigned site(s) with a "no mow" seed comprised of 100% dutch white clover, and the Contractor must apply the seed in accordance with the manufacturer's specifications or recommendations. The Contractor may use an alternate seed with written approval by the Owner. The Contractor must mitigate wind interference and seed dispersion, and the Contractor must ensure that the seed holds sufficient moisture to germinate and establish turf. This may include, but is not limited to, the use of straw, seed blankets, or hydroseed.

IX. COMPENSATION

- A. **Pre-Invoice Review.** Prior to submitting any invoice, the Contractor must submit a request to the Owner to review the associated data and documentation that evidences satisfactory completion of the Services for which a payment request will be submitted. The Contractor must submit the request in a form and manner prescribed by the Owner.

- B. Request for Payment.** The Contractor must submit all requests for payment in the form and manner prescribed by the Owner. The request for payment must include all supporting documentation required or requested by the Owner. Payment for each assigned site is based upon (a) the Owner-approved prices and (b) the review and approval of all necessary data and documentation that substantiates satisfactory completion of these Services.
- C. Adjustments in Price.** At its sole discretion, the Owner reserves the right to adjust the price for any assigned site based upon the receipt and review of all necessary information and documentation.

The Contractor must submit a request for an adjustment to an approved price for each assigned site in the form and manner directed by the Owner. The start of any work related to the price adjustment at an assigned site prior to formal notification by the Owner may disqualify the Contractor from reimbursement/payment for those costs or fees.

4. 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.

5. MINIMUM QUALIFICATIONS

Responses will only be accepted from firms Pre-Approved in the Planned Residential Demo Program.

Qualification Documents to be submitted:

1. City of Detroit Demolition Department Pre-Qualification Approval Letter
2. Approved Treasury Clearance
3. Affidavits (Consolidated, Non-Collusion, Safety Workforce)
4. Relevant Experience within the last 3 years

6. QUESTION DEADLINE

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

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

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

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

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

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

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.

9. PAYMENT & PERFORMANCE BOND

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.

10. 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.

11. PREVIOUS EXPERIENCE

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

12. NO GUARANTEE OF WORK

The City does not guarantee any abatement or demolition work for any pre-qualified vendor. Pre-qualified vendors must respond to a Requests for Quotes (RFQ) or Request for Proposals (RFP) and receive a fully executed contract and/or a Notice to Proceed prior to the commencement of any abatement or demolition work on any assigned site(s).

13. COMPETITIVE ASSIGNMENTS AND TERM OF PERFORMANCE

Following conclusion of the pre-qualification process, the City will issue multiple RFQs/RFPs for abatement and/or demolition services, and the City will provide **limited** amount of time for the successful vendor(s) to complete all abatement and/or demolition work.

14. 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.

15. GENERAL CONDITIONS:

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

1. GENERAL CONDITIONS

It is the responsibility of the Bidder to review General Conditions. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All changes made to the bid form altering, price, terms, quote and/or conditions. **MUST** be crossed out and initialed. Failure to initial any changes will be grounds for rejection of your bid. **CORRECTION FLUID IS NOT ACCEPTABLE.**

2. LOCAL PREFERENCE CONDITIONS

It is the responsibility of the Bidder to review the Local Preference Conditions attached to this bid and comply with all requirements therein.

3. MINOR DEVIATIONS

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

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

4. TERMINATION OF CONTRACT

At any time during the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Contractor to reason of poor or deficient work performance, inability of the Contractor to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 30-calendar day written notice to terminate.

5. TERMS OF PAYMENT

A discount of 0 % will be allowed for payment of invoice within Thirty (30) days of delivery and acceptance of the above items and vendor's invoice. Payment terms will not be considered in determining the award of the contract(s), except in the case of tie bids. However, discounts may be offered to facilitate prompt payment.

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

This paragraph supersedes paragraph 4 of the General Conditions.

6. INSURANCE

TYPE	AMOUNT NOT LESS THAN:
Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$2,000,000.00 combined single limit for bodily injury and property damage
Commercial General Liability Insurance (Broad Form Comprehensive)	\$2,000,000.00 each occurrence
Workers' Compensation	Michigan Statutory minimum

Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
Umbrella/Excess	\$5,000,000.00 each occurrence
Pollution Liability	\$5,000,000.00 each occurrence

7. CONTRACT ACCEPTANCE

The successful Participant shall be notified of the execution of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order. The "Contract Award Notice" shall contain the date the contract award was approved.

The signed, accepted bid of the successful bidder will be the contract between the bidder and the City of Detroit, containing the full description of all contractual terms and conditions. A copy of your signed bid will not be mailed to you. Each bidder shall keep a copy of his/her signed bid form for future reference.

8. EXECUTIVE ORDER #2016-2:

City of Detroit Executive Order 2016-1 will apply to certain abatement and/or demolition services covered under this RFQQ. Specifically, any publicly-funded construction project or demolition project of one or more residential buildings.

Pre-qualified vendors should contact the CRIO Department's Incentive Compliance Team with any questions or concerns. Pre-qualified vendors can contact CRIO at (313) 224-4950, or pre-qualified vendors can visit the CRIO website at:

<https://detroitmi.gov/departments/civil-rights-inclusion-opportunity-department/about-crio/incentives-compliance-team>

Pre-qualified vendors assume all responsibility for reviewing, understanding, and complying with Executive Order 2016-1.

9. EQUALIZATION FACTOR

In accordance with Ordinance No. 15-00, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm.

The firm making the lowest bid thus evaluated shall be deemed the lowest bidder.

Vendors who wish to receive Equalization credit for bids submitted must fill out the attached Equalization Eligibility Form and return it with their bid document along with any supporting documentation required to substantiate eligibility. The Equalization Eligibility Form and supporting documentation must be submitted with each and every bid response submitted by the vendor. Failure to return the Equalization Eligibility Form and/or Affidavit along with required documentation will result in equalization credit not being applied to your bid.

RFQQ Attachments

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

RFQQ-Residential Abatement and Demolition for Solar Initiative
Attachment A - Respondent Questionnaire
Attachment E - Professional Services Contract
Exhibit A - Planned Residential Relevant Experience