

# CITY OF DETROIT OFFICE OF CONTRACTING AND PROCUREMENT REQUEST FOR PROPOSALS

# RFP NO. 185887 EVALUATION SERVICES FOR ROAD SAFETY INFRASTRUCTURE

Buyer: Chris Jones

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	7/2/2025
QUESTIONS DUE	7/14/2025 on or before 12:00PM EST
	All questions must be submitted online in the Supplier Portal as indicated in this RFP.
ANSWERS DISTRIBUTED	7/19/2025
PROPOSAL DUE DATE *	7/30/2025 @ 4:00PM EST In the Supplier Portal as specified in this RFP.

\* Respondents must <u>register</u> in Oracle to download bid documents and submit bids. **The City** cannot guarantee the accuracy of any bid documents obtained from outside of Oracle, and bids submitted outside of Oracle will not be accepted. Detailed resources about registering and bidding, including video tutorials and live, virtual office hours, are available at www.detroitmi.gov/suppliersupport.

Questions about the specifics of this RFP must be asked within the <u>Oracle</u> Messages interface for the bid on or before the date and time indicated above. Questions asked via phone, email, and/or other means will not be answered.

Proposals must be uploaded in <u>Oracle</u> on or prior to the date and time indicated above. Late and/or emailed proposals will not be accepted.



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#### Section 1. Project Summary and Background

#### 1.1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the Department of Public Works requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFP to provide evaluation services for road safety infrastructure.

#### 1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

Traffic safety is an increasing area of concern around the U.S. and within the City of Detroit. In 2017, the City of Detroit's traffic fatality rate per 100,000 people was 15.3, the third highest nationally among major cities. In 2020, the traffic fatality rate increased 88% to 28.71, far exceeding the national average. Detroit's history as the Motor City and center of automotive manufacturing influenced its historical prioritization of auto-oriented infrastructure, but after a period of population loss, the City now possesses an overbuilt road network, comprised of wide and many-laned roads that encourage speeding and reckless driving. Detroit has also struggled with sustained disinvestment, with 57% of people living in areas designated as Historically Disadvantaged Communities (HDCs) and 35% living below the poverty level, the largest share in any major US city. However, the City's emergence from bankruptcy has coincided with strong investments from the private and public sector, as well as an increased interest in addressing the traffic safety crisis and designing streets not just for cars, but for all road users. Complete Streets interventions are particularly important in a Detroit context, where 35% of residents do not have access to a car, and where residents have historically faced additional socioeconomic and racial barriers to equitable transportation access.

The City responded to its concerning traffic safety trends in 2022 by creating its Streets for People (SFP) plan and Comprehensive Safety Action Plan (CSAP), which collectively outline a path to reach the City's safety goals. The City then sought funding from the Federal Safe Streets and Roads for All (SS4A) discretionary program, established by the Bipartisan Infrastructure Law, and was awarded grants in both 2022 and 2023. The 2022 award, named Safe Streets for Detroit (SS4D), is already underway with an implementation timeline of 2024-2029. The SFP plan and CSAP greatly influenced the interventions identified by the City throughout the SS4D program. The City's 2023 award, Detroit Safe Access to Transit, will initiate Phase II of the City's SS4A program by providing safer access to transit for all Detroiters. DSAT will build off SFP and CSAP, similar to SS4A 2022. On top of this, DSAT will also build from and progress goals identified in the Transit Capital Upgrade Preview (TCUP), a 2019 Detroit Department of Transportation (DDOT) assessment of transit facilities and amenities in its service area to provide preliminary guidance on investments in customer-facing amenities that will support and promote the City's transit services, and "DDOT Reimagined", a plan to optimize the fixed route bus network, improve operations, and create new mobility options.

Through the City's 2023 DSAT award, Detroit aims to (1) create safe and accessible intersections and environments for riders to transfer between different routes and active/shared modes serving "Connection Corners" identified in DDOT Reimagined and high crash intersections that have bus transfers, (2) systemically deploy proven safety countermeasures at the bus stops in Detroit that have the highest number of severe crashes and/or pedestrian and bicyclist crashes, (3) improve ADA compliance at and around DDOT bus stops and provide increased space for additional amenities, furnishings, and mobility hubs, (4) model a culture of safety through piloting a training for DDOT bus operators and staff that encourage safe operations around people walking and biking, and (5) plan for future improvements to promote safe connections between modes and grow



affordable, sustainable mobility options for Detroiters through updating Detroit's Streets for People plan and Comprehensive Safety Action Plan (see Exhibit 1 - DSAT Grant Application Narrative).

DSAT includes \$31 million to implement the federal grant award. A full breakdown of the grant award can be found in Table 1 below. Implementation funds requested through DSAT will improve safety and accessibility at 56 intersections across the City of Detroit, representing City, County, and State jurisdiction intersections, served by DDOT bus service. This includes Safer Transfers (24 locations): high-priority, high crash signalized intersections and other transfers between routes, which would receive safety improvements and modifications within the public right-of-way that enable the future installation of shelters, information kiosks, furnishings, and shared mobility docks; and Safer Bus Stops (32 locations): high crash signalized and unsignalized intersections where there are no transfers between routes, which would receive safety improvements (see Exhibit 2 - List of Project Locations and Exhibit 3 - Map of Project Locations). Additional grant funds will be dedicated to Safer DDOT Drivers, which will facilitate developing and implementing a safer driver training program for DDOT employees who drive as a part of their duties. Portions of the grant budget are also reserved for updating the Streets for People Master Transportation Plan and Comprehensive Safety Action Plan (CSAP), evaluation, and maintenance (see Exhibit 4 - USDOT Grant Agreement).

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Category	Activity	Outputs	Budget	Scope
Implementation	Safer Transfers	24 locations	\$15.2 M	High-priority, high crash signalized intersections and other transfers between routes, which would receive safety improvements and modifications within the public right-of-way that enable the future installation of shelters, information kiosks, furnishings, and shared mobility docks.
	Safer Bus Stops	32 Locations	\$10.2 M	High-crash signalized and unsignalized intersections where there are no transfers between routes, which would receive safety improvements.
Demonstration	Safer DDOT Drivers		\$1.35 M	Implementation of a safer driver training program for DDOT employees who drive as a part of their duties.



Supplemental Planning	Plan Updates	\$500,000	Updates to the City's Transportation Master Plan and Comprehensive Safety Action Plan. Planning efforts will continue refining and developing strategies and projects to eliminate serious injury and fatal crashes in Detroit. This also includes funds for outreach and community engagement.
Evaluation		\$1.75 M	Robust data analysis that will enable the City to learn from these projects to inform future safety projects and enhance project outcomes.
Capital Maintenance		\$2.0 M	Maintenance of all safety features installed during Safer Transfers and Safer Bus Stops construction.

Detroit Safe Access to Transit will be broken down into three phases to be completed over a period of five years, as follows:

**Base Phase:** Preliminary Engineering: Base Phase will include Preliminary Engineering, NEPA documentation, and initial community engagement. Base Phase will also include a training for DDOT bus drivers and updates to the City's non-motorized transportation plan and Comprehensive Safety Action Plan (CSAP). Base Phase will also include an evaluation component that will extend through the Option Phase 1 and Option Phase 2 timeline to determine the effectiveness of the safety countermeasures deployed.

**Option Phase 1:** Final Design: Final Design will include developing 90%, and the final contract documents for the design elements identified in the Preliminary Engineering activities. Design elements and safety countermeasures may include, but will not be limited to, targeted curb bump-outs, sidewalk improvements, transit islands, signal improvements, lighting upgrades, pavement markings, sidewalk widening, ADA improvements, and centerline hardening. Evaluation will continue in this phase.

**Option Phase 2:** Construction: The Construction phase will include implementing the design solutions identified in Base Phase and Option Phase 1. Option Phase 2 will include Capital Maintenance activities to monitor and replace or repair interventions deployed during the project period of performance. Construction Engineering & Inspection activities will also be included in Option Phase 2. Final evaluation will also take place in this phase.

## 1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP, it will be a City of Detroit Professional Services Contract (Attachment E). The term of the contract will be for the period of five (5) years. If the project is not completed, the contract shall be extended until the projects have been completed, audited and accepted by the US Department of Transportation (USDOT) and/or the City of Detroit.



Any extension 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 award as a result of the RFP.

#### Section 2. Statement of Work

## 2.1. SERVICES TO BE PERFORMED

The scope of services requested in this RFP exclusively refers to evaluation of the grant's implementation activities, including infrastructure improvements at the 56 locations identified in the grant agreement and the Safer DDOT Drivers training. Evaluation activities may include but not be limited to collecting qualitative & quantitative data, expanding the footprint of existing City of Detroit data collection software & hardware, investigating new data analysis/collection products, purchase of equipment and/or data, deployment of new traffic safety technology, use of GIS, spatial analysis, analysis of data and presentation in charts or graphics, and creation of data or communication products (e.g. dashboards, final reports, GIS products, etc.). Design services, plan updates, bus driver training, construction, and maintenance will be completed by others.

It is suggested that the consultant Scope of Work be broken down into the following tasks:

#### 1. Project Management

Organize and hold a project kickoff meeting to review the contract Scope of Services, communicate the project understanding and goals, define roles and responsibilities, and confirm the project schedule. Additionally, the consultant should anticipate regular meetings with the City's project team and key stakeholders to coordinate project activities, review completed and upcoming work, track progress, and make project decisions. This task should also include coordinating and developing materials for meetings with various project stakeholders including, but not limited to, the Mayor, City Council, other City departments, and other regulatory agencies. Project management activities may include:

- Project development, investigative work, project scoping, prioritization
- $\triangleright$ Status updates and check-in meetings
- ➢ GANTT charts detailing project timelines
- Technical oversight and quality control
- Budget management and cost estimates
- $\triangleright$ Compliance reporting and responses to requests for information
- $\triangleright$ Support in delivering on expectations of Federal funding requirements
- Attending project meetings with internal and external stakeholders through project  $\geq$ closeout, including preparation of meeting materials, presentations, and status updates Anticipated Deliverables:

- Kick-off meeting agenda & notes •
- Check-in meeting agenda & notes •
- Project timeline •

#### 2. Data Collection & Evaluation

Develop and document the study methodologies utilized to perform a before and after evaluation of the infrastructure portion as well as the bus driver training portion of this project in respect to meeting the goals of the grant. This analysis must include output performance measures and data sources used within the methodologies and all assumptions being used in the evaluation.



Performance measures documented may include but not be limited to crashes, vehicle speeds, counts by type of road user, vehicle travel time, near-misses, and qualitative survey data. Additionally, the required Performance Measures per the grant agreement are as follows (see Exhibit 4: USDOT– Grant Agreement:

- > Fatalities: Total annual fatalities in the project locations
- Serious Injuries: Total annual serious injuries in the project locations
- Crashes by Road User Category: Total annual crashes in the project locations broken out by types of roadway users involved
- Percent of Funds to Underserved Communities: Funding amount benefitting underserved communities, as defined by USDOT
- Project Costs: Quantification of the cost of each eligible project carried out using the grant
- Quantitative Project Benefits: Quantification of evidence-based projects or strategies implemented (e.g. miles of sidewalks installed, etc.)
- Qualitative Project Benefits: Qualitative description of evidence-based projects or strategies implemented (e.g. narrative descriptions, photos, testimonials, etc.)
- Project Location(s): GIS/geo coordinate information identifying specific project location(s)
- Lessons Learned and Recommendations: Description of lessons learned and any recommendations relating to future projects or strategies to prevent death and serious injury on roads and streets.

Data collection & analysis activities may include, but are not limited to:

- Develop and/or collect and assess the data performance metrics to be used in the evaluation (The City can assist the evaluation team with obtaining City-owned data if and when applicable)
- > Crash analysis of highest crash and fatality intersections and corridors
- Evaluate the infrastructure and DDOT bus driver training portions of this project both quantitatively and qualitatively using best practices
- Perform in office/remote, and/or field data collection as necessary to determine performance metrics utilized for project evaluation
- Work with DDOT to collect, analyze and recommend service improvement opportunities
- Evaluate and make recommendations about what data sources the city might purchase to achieve its goals, purchase access to sources, and establish protocols for their use
- Communicate lessons learned and recommendations for future transportation safety projects and bus driver training deployment.
- Document any disadvantages or limitations as it relates to the various transportation safety interventions and bus driver training practices as it relates to meeting the goals of the project.
- Document any disadvantages or limitations as it relates to the course of the evaluation process.
- Evaluate Construction/deployment costs and operational costs of the project compared to the benefits and savings the project provides (be able to perform benefit/cost or ROI j(return on investment) analyses for roadway infrastructure traffic/safety improvements projects

Anticipated Deliverables:

• Existing conditions report



- Evaluation Plan
- Baseline report and Final report (for grant reporting purposes), sent to the Federal Highway Safety Administration
- Final report, all data included, documenting all methodologies, assumptions, and findings, to be shared with City staff and leadership

## **Anticipated Timeline**

#### **Implementation Schedule**

Milestone	Anticipated Date
Begin Safer Bus Stops/Transfers Evaluation	Fall/Winter 2025
Begin Bus Driver Training	Spring 2026
Begin Bus Driver Training Evaluation	Spring 2026
Planned Construction Start	Spring 2027
Complete Bus Driver Training Activities	Fall 2027
Planned Construction Completion	Fall 2028
Complete Program/Project Evaluation	Fall 2029

#### 2.2. OPERATIONAL INFORMATION

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

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

## 2.3. TECHNICAL INFORMATION

The City of Detroit is committed to centralizing and warehousing data for the purpose of improving service delivery and enabling cross departmental analytics. For this reason, we expect Contractors, contractual relationships, and resulting software platforms to enable data access, data interoperability, warehousing of resulting data, and adherence to City data standards.

#### Specifically, the City minimally requires:

- Access to any data via APIs in a machine-readable format.
- Full documentation of APIs (including field names and objects) and the database schema used by the application.
- Ability for City to push data as needed to these software systems to update base datasets.
- Any location-based data or platform utilizes the City's Base Units geocoder, Base Units Database, and/or address data standards as applicable. For more information see: https://base-units-detroitmi.hub.arcgis.com/pages/about-base-units
- The ability for the City to use and govern this data as it deems necessary-- centralizing it, porting it into other systems, and using it for additional and future organizational needs.



## The City prefers:

- System or platform has the capacity to store field-level metadata and display it in the user interface when appropriate
- API is able to provide data in a JSON format.
- Data system or data exports integrate easily with ESRI products including feature services.
- Systems or platforms that support data exchanges (pushes and pulls) that can happen dynamically.

Specifications, Change of Specification, and Errors or Omission. Specifications which refer to brand names are given for reference. Respondents may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final.

#### Section 3. Proposal Evaluation and Selection Process

#### 3.1. MINIMUM QUALIFICATIONS

1. Proposals will only be accepted from those firms demonstrating a minimum of Five (5) years of experience providing the services requested in the RFP for projects of similar scope and size.

Preferred Qualifications

- 1. The successful proposer will also have demonstrated experience in evaluation of infrastructure projects, in particular projects evaluating the effect of transportation infrastructure treatments including traffic calming, bicycle infrastructure, pedestrian safety improvements, transit improvements, ITS and signal technology, community engagement activities, and urban street redesigns. The successful proposer should be familiar with traffic safety (e.g. Safe System Approach) and Complete Streets best practices in a manner that acknowledges community context and that are culturally inclusive. Complete Streets is a way of thinking about all the ways our streets build community and benefit people of all ages and abilities. Complete Streets includes everyone, whether they walk, roll, drive, or ride transit. Complete Streets affects how we plan, design, operate, and maintain our streets.
- 2. A strong proposal will demonstrate an ability to confidently seek and incorporate community feedback into a variety of project types and during all project phases.
- 3. The successful proposer will demonstrate a knowledge of project delivery requirements for projects with federal funding sources and an ability to coordinate internal and external resources to plan, develop and implement evaluation activities.
- 4. The City seeks a combination of a well-organized project management lead who can ensure efficient project delivery over multiple years, while also ensuring a high level of evaluation excellence. The project managers should be supported by a team of experts that can deliver the full Scope of Work described herein. The team should have experience in areas including cost-benefit analysis, traffic and safety data collection, studies, analyses, and quantification of the effect of improving transportation systems, effective documentation/communication of lessons learned, and production of recommendations to decision makers/stakeholders on future policy planning and transportation improvement



strategies. The consultant should be available to respond to requests for information, as needed. Key staff with technical expertise should be readily available to support the City. The Consultant must be able to coordinate effectively with multiple City departments, external agencies, stakeholder groups, and the public. The level of engagement will vary based on the needs of the program and the implementation support required by the City.

## 3.2. <u>ADHERENCE TO TERMS OF PROPOSALS</u>

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

#### 3.3. <u>QUESTION DEADLINE</u>

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

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

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

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

#### 3.4. EVALUATION CRITERIA

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	
1. Project Understanding & Approach Demonstrate a clear vision for achieving objectives, tasks, and deliverables outlined in the Scope of Work. Clearly identify strategies and outline approach for achieving project success. Proposal will be evaluated on how well the Offeror demonstrates a thorough understanding and coherence with the project's purpose, goals, and components.	25 points



2. Qualifications & Competence of Team	
Consultant team exhibits appropriate levels of experience and educational background. Outlines previous work examples with relevant experience. Demonstrates experience and familiarity with federal grant requirements. Experience working amongst multiple community stakeholders, including residents, small businesses, and large corporations. Organizational chart and project personnel roles clearly defined.	25 points
3. Work Plan	
Offerors shall provide their solution and approach to meeting the requirements outlined in Section 2. Statement of Work. Exhibit capacity and bandwidth to effectively meet all deliverables. Demonstrate a practical ability to meet project deadlines. Illustrate the ability to work as a team member. Describe effective methods and frequency of communicating to establish productive relationships with City staff and external agencies (local, state, and federal).	10 points
4. Excellence in the Field	
Present a brief description of procedures to be followed, presented in a form which will best assist the City is evaluating your firm's ability to integrate utilize data analysis and safety-oriented infrastructure policies in deliverables. Shows recognition and awards from professional associations. Demonstrates practices that promote time and cost savings but do not sacrifice the quality of the work.	15 points
5. Past Project Experience	
Demonstrates experience in varied projects in the last 5 (five) years. Describe longevity and successful past project experience by detailing strategy and challenges overcome.	15 points
6. Cost Proposal	10 points
Total Points Possible	100

## 3.5. EVALUATION PROCEDURE

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

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



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

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

## 3.6. ORAL PRESENTATION/DEMONSTRATION

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

## 3.7. <u>REJECTIONS, MODIFICATIONS, CANCELLATIONS</u>

The City of Detroit expressly reserves the right to:

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

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

#### 3.8. PROTESTS

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

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

At a minimum, such protests shall include:

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

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



## Section 4. Required Proposal Content and Submission Process

#### 4.1. <u>ACCURACY AND COMPLETENESS OF INFORMATION</u>

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

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

## 4.2. <u>REQUIRED PROPOSAL CONTENT AND FORMAT</u>

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.

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

#### 4.3. <u>REQUIRED COST PROPOSAL</u>

Respondents are requested to make a firm cost proposal to the City of Detroit, through the completion of **Attachment C**. If a contract is entered into as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price



quoted in the proposal. The City of Detroit reserves the right to select proposals from the most responsible Respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function.

## 4.4. ECONOMY OF PREPARATION

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

## 4.5. SUBMITTAL INSTRUCTIONS

All proposals <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 <u>will not</u> 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	

## Section 5. General Conditions and Requirements for RFP

## 5.1. CONTRACT APPROVAL

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



the successful Respondent regarding any expenditure for the purchase of materials or the payment of services.

#### 5.2. PAYMENT

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

#### 5.3. <u>INVOICES</u>

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 <u>MUST</u> contain or have as attachment:

- Vendor Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection
- City of Detroit contact (person who authorized work to commence)
- Invoice Date
- Date of service/delivery
- Contract number
- Purchase order number
- Total Invoice amount
- The wording "Goods/Services" (must be noted on every invoice)

#### **Other invoice requirements:**

• Invoice <u>must</u> be billed based on Purchase Order rates



- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal

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

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

#### 5.4. ASSIGNMENT

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

#### 5.5. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

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

#### 5.6. <u>NEWS RELEASE</u>

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

#### 5.7. MISCELLANEOUS

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

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

Contractors are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at <u>www.detroitatwork.com</u> for specific contact information regarding these opportunities.

Contractors are encouraged to employ innovative approaches, including ethically and responsibly leveraging artificial intelligence and advanced technologies, to enhance goods delivery, services, and operational performance. Vendors using AI solutions will be asked to provide information on how the AI solution functions.

#### CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable Safe Streets and Roads for All (SS4A) Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Exhibit 5 - USDOT Grant Agreement Terms and Conditions. As it may be amended or promulgated from time to time during the term of this contract, General Terms and Conditions Under the Fiscal Year 2023 Safe Streets and Roads for



All ("SS4A") Grant Program," is available at https://www.transportation.gov/grants/ss4a/grantagreements under "Fiscal Year 2023." Articles 7–30 are in the General Terms and Conditions. The General Terms and Conditions are part of this agreement. The Contractor's failure to so comply shall constitute a material breach of this Contract.

## 5.8. OFFICE OF INSPECTOR GENERAL

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

<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.



# **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 Additional information: Exhibit 1: DSAT Grant Application Narrative Exhibit 2: List of Project Locations Exhibit 3: Map of Project Locations Exhibit 4: USDOT Grant Agreement

Exhibit 5: USDOT Grant Agreement Terms and Conditions