

**MIKE DUGGAN
MAYOR, CITY OF DETROIT**

ADVERTISEMENT

**REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
CONSTRUCTION MANAGEMENT SERVICES
FOR THE
NEW ADMINISTRATIVE OFFICES
11499 CONNER STREET
DETROIT MI 48213
FOR THE
CITY OF DETROIT
COLEMAN A YOUNG INTERNATIONAL AIRPORT
(DBA #04-0008/CPO #6007213/SPO #3084758)**

Written responses are requested from interested respondents (“Respondents”) to this request for qualifications and proposals. The purpose of this request is to procure construction management services to coordinate and manage on behalf of the City of Detroit Building Authority (the “DBA”) the preconstruction, construction, and post construction start-up/commissioning of the New Administrative Offices for the Coleman A. Young International Airport, (CAYIA), located at 11499 Conner Street, Detroit, Michigan 48213, as more fully described in this Request for Qualification/Proposals (RFP/Q).

The DBA will receive the responses online through BidNet Direct (bidnetdirect.com). Qualifications shall be endorsed “Proposal for Construction Management Services, CAYIA New Administrative Office” and submitted not later than 3:00 P.M., Detroit time, on **Monday, September 15, 2025**, and will subsequently be evaluated to select a candidate for a construction management services agreement.

A mandatory pre-submittal meeting and site tour will take place at the New Administrative Office for CAYIA, located at 11499 Conner Street, Detroit, Michigan 48213, beginning at 11 A.M., Detroit time, on Tuesday, September 9, 2025.

The Respondent may only submit one response to this Request for Qualifications/Proposals. Participation in more than one submittal team will result in rejection of all responses by that Respondent.

Respondents submitting qualifications may be required to make an oral presentation(s) to designated City representatives. The issuing office, if required, will schedule such oral presentation(s). The Respondent must pay any travel costs incurred for such presentations.

The Respondent must agree to comply with the requirements of the City of Detroit’s Ordinances and Civil Rights, Inclusion & Opportunity Department, (CRIO), executive orders.

No response to this Request for Qualifications/Proposals may be withdrawn for at least 120 days after the actual opening of the qualifications/proposals. The DBA reserves the right to waive any irregularity in any qualifications/proposals, and to reject any or all qualifications/proposals, should it be deemed in its best interest. If additional information is needed regarding this RFQ, please contact Marc Tirikian of the DBA at (313) 600-4876.

Marc Tirikian
Project Architect
Detroit Building Authority
1301 Third Street, Suite 328
Detroit, MI 48226

END OF ADVERTISEMENT

RFQ/P Issue Date: Tuesday, September 2, 2025
DBA RFQ/P Reference: CAYIA – Capital Improvements 2025-26
Owner / Contracting Entity: City of Detroit Building Authority (DBA)
1301 Third Street, Suite 328
Detroit, Michigan 48226

Pre-Submittal Meeting Date: **Tuesday, September 9, 2025 at 11:00 AM EDT**
Meeting Location: Coleman A. Young International Airport, 11499 Conner St., Detroit, MI 48213

Pre-Submittal Questions: No later than - Thursday, September 11, 2025, 4:00 PM EDT
All questions must be submitted online at BidNet Direct

Submittal Deadline: **Monday, September 15, 2025; 3:00 P.M. EDT**

Contact for this RFQ/P: Marc Tirikian, DBA Project Architect
Email: tirikianm@detroitmi.gov
Phone: (313) 600-4876

Submittals to: BidNet Direct (online)

Intent of this RFQ/P

The DBA is soliciting the submission of complete Statements of Qualifications and Proposals using the forms provided in the RFQ/P Documents (Section 6A & 6B) for the provision of comprehensive Construction Management Services necessary and appropriate to the preconstruction, construction, and post construction start-up/commissioning of the New Administrative Office at the Coleman A Young International Airport, located at 11499 Connor St., Detroit, Michigan, 48213, (the “Project”).

It is the intent of the DBA to:

1. Secure Statements of Qualifications and Proposals certifying the Proposing Entity's qualifications, experience, proven expert capability, capacity and commitment to provide and make available key personnel, and proposed competitive fees; and
2. Select and contract with the selected Proposing Entity (the CM) for provision of comprehensive professional construction management and contract administration services for the Project, in accordance with the requirements set forth in this RFQ/P.

CAYIA has contracted with Kimley-Horn Associates for full professional architectural and engineering services (AE Services) to provide construction documents, including plans and specifications (supporting multiple bid packages) necessary for the competitive procurement and permitting of construction using lump sum contracting formats. The CM will work closely with the AE during the pre-construction stages of the Project, providing CM Services which include providing timely constructability reviews, developing work scopes and estimates for bid packages, preparing coordinated bidding documents for procurement, and preparing procurement and construction schedules.

The selected and contracted CM will be required to immediately commence the provision of CM Services necessary to evaluate and make detailed recommendations to the DBA for establishing overall Project management and administrative procedures. The CM will, after review and comment by the DBA, prepare and implement the Project management and administrative procedures through Project completion, including, the issuance of any necessary Certificate of Occupancy.

Submitting a Proposal

All Statements of Qualifications and Proposals are required to be prepared and submitted in strict compliance with Section 2 - INSTRUCTIONS FOR SUBMITTING A PROPOSAL of this RFQ/P.

The submission of Statements of Qualifications and Proposals is strictly voluntary on the part of the Proposers; the DBA accepts no responsibility to any Proposing Entity for any costs of preparing and submitting a Proposal to this RFQ/P.

Statements of Qualifications and Proposals must be submitted on BidNet Direct no later than the Proposal Deadline indicated on Page 4.

The Proposing Entity is required to include a Proposal Bid Bond in the amount of 3% of the aggregate Proposal amount. Late submittals will not be accepted.

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SECTION 1 – DEFINITION OF TERMS USED IN THIS RFQ/P DOCUMENT

The following capitalized words or acronyms used in this RFQ/P shall have the following meaning:

Owner or DBA means the City of Detroit, Detroit Building Authority, a public body corporate.

Board of Commissioners or DBA Board shall mean the governing body of the DBA.

Owner's Representative refers to the designated representative appointed to coordinate design and construction services for the DBA.

City means the charter City of Detroit, Michigan

DFD means the City of Detroit, Detroit Fire Department

CAYIA Coleman A Young International Airport

City BSEED means the City of Detroit, Buildings, Safety Engineering & Environmental Department

Professional AE Consultant or AE refers to Kimley-Horn Associates under contract with the CAYIA to provide complete full architectural and engineering services for the Project

Facility refers to the existing facility, site work, and proposed construction located at the Coleman A. Young International Airport at 11499 Connor St., Detroit, MI 48213.

RFQ/P Documents means this Request for Qualifications and Proposals for construction management services for the Coleman A Young International Airport New Administrative Office at 11499 Connor St., Detroit Michigan 48213, and the documents incorporated herein by reference.

Addendum or Addenda refers to a written document duly issued by the DBA prior to the Proposal Deadline, which modifies or changes this RFQ/P.

Proposal refers to a submitted response to this RFQ/P using the Proposal Form describing and explaining the qualifications, capacity, experience, methods, and fees / costs of the CM's Services.

Statement of Qualifications Form refers to the form provided as Section 6A of this RFQ/P in its entirety.

Proposal Form refers to the form provided as Section 6B of this RFQ/P in its entirety.

Proposing Entity or Respondent shall mean a qualified firm, corporation, or joint venture legally constituted prior to submitting a Proposal to the DBA in response to and consistent with the requirements of this RFQ/P.

DBA's Construction Manager or "CM" refers to the entity employed by the DBA to coordinate, procure, manage and administrate construction contracts required for the timely and full completion of the Project to a condition ready for use and operation by DPD and its tenants.

Construction Management Agreement or Agreement shall mean the executed contract between the selected Proposing Entity and the DBA

CM Services refers to the professionally rendered activities performed by the CM on behalf of the DBA relative to the Project, as generally described in Section 4, Scope of Services

"At Risk" CM Format refers to the terms and conditions incorporated into the CM Agreement obligating the CM to complete the Project for a guaranteed not-to-exceed amount established and agreed upon between the CM and DBA prior to the commencement of the construction of the Project.

Work or Construction Work refers to all aspects of the construction process required to complete the installation of the materials, equipment, and systems comprising the Project, including labor, general conditions, supervision, and administration.

Bid or Bid Package means documents prepared and assembled by the CM for, upon the DBA's prior authorization, the public advertisement and solicitation by the CM of competitive bids conforming to the DBA's procurement requirements.

Key Personnel refers to the CM's management and administrative personnel assigned to provide CM Services, subject to the approval of the DBA.

Project means the provision of comprehensive Construction Management Services necessary and appropriate to the coordination and management of the preconstruction, construction and post construction start-up/commissioning of the CAYIA New Administrative Office, Detroit, Michigan, 48219.

SECTION 2 – INSTRUCTIONS FOR SUBMITTING STATEMENTS OF QUALIFICATIONS AND PROPOSALS

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2.1 Submittal Requirements

a) Deadline for Submittals: The deadline for the submission of Statements of Qualifications and Proposals shall be no later than the date and time listed on page 4 of this RFQ/P. No change in the Deadline date and time shall be made except by an Addendum issued by the DBA in accordance with the terms of this RFQ/P. Submittals received after the Deadline shall be considered unresponsive and not accepted. Each Proposing Entity is responsible to insure that its submitted Statement of Qualifications and Proposal is received on **bidnetdirect.com** prior to the Submittal Deadline.

b) Form of Submittals: Statements of Qualifications and Proposals shall be prepared and submitted using only the Forms provided in Sections 6A and 6B of this RFQ/P; the Forms must be fully completed.

All Qualifications and Proposals shall be submitted online at **bidnetdirect.com** prior to the Submittal deadline.

c) Signatures: The submitted Forms shall be signed in **ink** (no digital signatures) without modification by an authorized official of the Proposing Entity certifying the accuracy and correctness of the submittal. Any "lined out" corrections on the Proposal Form must be initialed and dated in ink by the person signing the submittal.

d) Proposal Delivery: Proposals must be submitted in the following two (2)-envelope format online at **bidnetdirect.com**:

ENVELOPE NO. 1 QUALIFICATIONS: The written qualifications listed in the Evaluation Criteria in Section 7, along with the following requested forms in Sections 6A, 6C, and required Exhibits B through M.

ENVELOPE NO. 2 PROPOSAL: Form of Proposal located in Section 6B.

e) Proposal Bond: The Proposing Entity shall include in the submittal a "Proposal Bond" (using an AIA format) in the amount of three percent (3%) of the aggregate calculated Proposal amount and naming the Detroit Building Authority as the obligee. Proposers unable to obtain and submit the required Proposal Bond are advised not to submit a response to this RFQ/P; submittals

without Proposal Bonds shall be considered non-responsive. The submission of a Proposal Bond shall be construed by the DBA as evidence and assurance of the Proposing Entity's ability to provide without delay of labor and materials payment bond ("Payment Bond") and a performance bond ("Performance Bond"), each using the specified AIA forms and in the amount of one hundred percent (100%) of the contract value.

2.2 Pre-Submittal Meeting and Site Tour

A Pre-Submittal Meeting will be held at the date, time and location indicated on the Cover Page. A Site Tour will be conducted at the end of the meeting. Attendance by an authorized representative for the Proposing Entity at the Pre-Submittal Meeting and Tour is mandatory and a prerequisite for submitting a valid Proposal. The Pre-Submittal sign in sheet shall be the point of reference for distributing all subsequent Addenda.

2.3 Conditions for Submitted Statements of Qualifications and Proposals

The submission of a Statement of Qualifications and Proposal shall serve to establish a conclusive presumption that the Proposing Entity understands and is thoroughly familiar with the specific requirements, local conditions, and type of services associated with this RFQ/P, that the Proposing Entity understands and agrees to abide by all of the stipulations, terms, conditions and requirements contained in the Construction Management Services Agreement and that the Proposing Entity acknowledges the following conditions:

- a) Submission of a signed Statement of Qualifications and Proposals submitted to the DBA, through BidNet Direct, shall represent a voluntary binding commitment offered to the DBA by the Proposing Entity. To be considered, the Statement of Qualifications and Proposal must be prepared and submitted in the specified number and form of copies and delivered in the manner and detail specified in this RFQ/P.
- b) The opening of a submittal by the DBA shall not be construed to indicate that the submittal is responsive.
- c) Submission of a Statement of Qualifications and Proposals is strictly voluntary on the part of the Proposing Entity. The DBA accepts no responsibility for and shall not reimburse any costs incurred by the Proposing Entity in the preparation and submission of the Statement of Qualifications and Proposals.
- d) Any and all documentation submitted with the Statement of Qualifications and Proposals will become the property of the DBA and is not subject to return by the DBA.
- e) The DBA will conduct interviews with one or more of the Proposing Entities deemed most qualified for further evaluation purposes. Such interviews will not modify the submitted Statement of Qualifications and Proposals.
- f) No more than one submittal from any Proposing Entity, including its subsidiaries, affiliated companies or franchises will be considered by the DBA. In the event multiple Statements of Qualifications and Proposals are submitted in violation of this provision, the DBA will have the right to reject all such multiple submittals.
- g) The submitted Statement of Qualifications and Proposals may not be withdrawn or modified and shall remain binding on the Proposing Entity for a period of not less than one hundred twenty (120) days after the opening of the Qualifications/Proposals.
- h) The DBA reserves the right to cancel as well as reject any or all Statements of Qualifications and Proposals, or to accept or reject the same in part, and to waive any minor informality or irregularity in Statements of Qualifications or Proposals received, if it is determined that the best interest of the DBA and the City of Detroit will be served by doing so.

- i) If this RFQ/P solicitation for any reason is cancelled or all Statements of Qualifications and Proposals are rejected by the DBA, a notice will be emailed to the address identified in the Proposal or on the Pre-Submittal Meeting sign-in sheet.
- j) A Proposal will not be considered from any person, firm or corporation in the event the DBA becomes aware at any stage of the evaluation process that the Proposing Entity or any of the entities comprising the Proposing Entity
1. is in arrears or in default to the DBA or the City of Detroit on any contract, debt, or other obligation, and/or
 2. is debarred by the DBA or by any of the City of Detroit Departments from consideration for a contract award, and/or
 3. is unable to provide or secure current City of Detroit Human Rights Department and tax clearances, and/or
 4. has committed a violation, which resulted in a termination by the DBA or the City of Detroit of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this RFQ/P.
- k) All submitted Statements of Qualifications and Proposals received by the DBA are subject to public disclosure (Freedom of Information Act) in accordance with federal and state law.

2.4 Proposal Content

- a) The Proposal shall include a fully completed Proposal Form and additional required information requested in Section 6B.
- b) The Proposal Form and all required forms, additional information and documentation, as requested in this RFQ/P, shall be fully completed and signed **in ink** by an authorized official of the Proposing Entity. Exhibits A through N are a part of the RFQ/P Documents and are incorporated herein by this reference. The signed Proposal Form shall represent the binding commitment of the Proposing Entity to provide the CM Services upon acceptance by the DBA.

2.5 Revisions to This RFQ/P

Clarifications, modifications, or amendments may be made solely through Addenda issued at the discretion of the DBA. All Addenda issued by the DBA will be emailed to the address indicated by the attending representatives on the Pre-Submittal Meeting sign in sheet. It is the responsibility of the Proposing Entity to assure that the correct email address is clearly and correctly written on the sign in sheet and to acknowledge all issued Addenda on the Proposal Form.

2.6 Exceptions to the Proposal Documents

The Proposing Entity shall, under section F of the Proposal Form, clearly identify any exceptions taken or included in the Proposal that deviate from the requirements in the RFQ/P Documents, including the Form of Agreement. Each exception must be clearly defined and referenced to the proper paragraph in the RFQ/P Documents. If no exceptions are stated in section F, the DBA will presume and the Proposing Entity represents that the Proposal is in complete conformance with RFQ/P Documents.

The Proposing Entity shall be responsible for exceptions stated in section F of the Proposal. The Proposing Entity is not permitted to take exception to material terms/conditions in the Form of Agreement (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements).

The DBA reserves the right to agree or refuse to allow the Proposing Entity to withdraw any or all exceptions after the Submittal Deadline.

2.7 Proposing Voluntary Alternates

The DBA will consider, separate from the base Proposal, voluntary suggestions or alternates to the RFQ/P requirements that the Proposing Entity believes are in the best interests of the DBA and that enhance the quality and value of the CM Services to be provided. The Proposing Entity shall clearly state and identify any Voluntary Alternates only in section G provided on the Proposal Form. The scope or cost impact of any Voluntary Alternates shall not be included, presumed or relied upon in the basic Proposal. The DBA accepts no responsibility or obligation to acknowledge, evaluate, or accept any Voluntary Alternates. The Proposing Entity shall acknowledge the DBA's right to use or incorporate into the scope any Voluntary Alternate or portion thereof without obligation to any Proposing Entity.

2.8 Information and Questions Regarding this RFQ/P

Each Statement of Qualifications and Proposals that is received and is compliant with the Submittal Requirements will be evaluated on its own merit and the completeness of the provided information. In preparing Proposals, each Proposing Entity is advised to rely solely on the contents of this RFQ/P and accompanying documents and any written clarifications or Addenda issued by the DBA.

If a Proposing Entity finds a discrepancy, error, or omission in the RFQ/P Documents, or requires any written clarification thereto, the Proposing Entity shall notify the DBA by email addressed to the DBA's RFQ/P Contact noted on the Cover Page of this RFQ/P. Should the DBA in its reasonable opinion determine that a response is necessary, a written clarification will be issued in the form of an Addendum to this RFQ/P.

All questions regarding this RFQ/P must be submitted before the Pre-Submittal Question Deadline in writing online at BidNet Direct. Contact with other DBA employees, officers or Board members, or any consultants or agents of the DBA regarding this RFQ/P is not permitted after the RFQ/P Issue Date stated on the Cover Page of this RFQ/P. All answers to questions regarding this RFQ/P, when deemed appropriate by the DBA, shall be issued in the form of an Addendum online.

Respondents submitting proposals may be required to make oral presentations to designated City representatives. The issuing office, if required, will schedule such oral presentations. Respondents must pay any travel costs incurred for such presentations.

2.9 DBA's Procurement

It is the intention of the DBA that procurement be conducted in an open and responsible manner providing fair opportunity to all qualified contractors, material and equipment suppliers and vendors, to the extent that final procurement will be accomplished without sacrifice of quality, as determined in the sole discretion of the DBA to be in the best interest of the DBA and the City of Detroit, including compliance with the City of Detroit's Executive Order 2024-02.

2.10 Request for Explanation if not Submitting a Response to RFQ/P

Proposing Entities, without obligation, who obtain this RFQ/P and decide not to submit a Proposal are requested to provide in advance of the Proposal Deadline a written statement addressed to the DBA Contact identifying the reason(s) for not responding.

SECTION 3 – BACKGROUND INFORMATION & PROJECT OVERVIEW

BACKGROUND FOR THIS PROJECT:

The Coleman A Young International Airport (CAYIA) has requested the assistance of the Detroit Building Authority for construction management services for the New Administrative office. The Project is located at 11499 Conner St., Detroit, MI 48213.

A Project construction budget of \$925,000 has been established for the management of the preconstruction, construction and post construction start-up/commissioning of the CAYIA New Administrative Office.

The CAYIA has retained the A/E services of Kimley-Horn Associates to provide full architectural and engineering services for the Project. Kimley-Horn has been working with the CAYIA and the DBA to establish the program and schematic plans for this Project.

The DBA has committed to contract for Construction Management Services with a qualified firm experienced in construction and improvements to projects of similar size and scope. Kimley-Horn will work cooperatively with the DBA's Construction Manager (CM) and Owner's Representative who will be responsible for determining and assembling multiple bid packages using the DBA and CM "boilerplate" front-end documents and incorporating Kimley-Horn's construction documents according to the sequence and schedule approved by the DBA. The number of bid packages shall be determined and prepared by the CM with the assistance of the DBA, Owner's Representative, and Kimley-Horn.

Kimley-Horn Associates will provide construction administration, which includes: review and sign off on construction payment applications, field observation and assistance, shop drawing review and approval, responding to Requests for Information (RFI's), record documentation, and assistance only with start-up and commissioning.

SECTION 4 – SCOPE OF SERVICES

SCOPE OF SERVICES: The Construction Manager will be responsible for providing professional and comprehensive Construction Management Services necessary and incidental for securing DBA Project approval, for publicly soliciting Bids and contracting the Work, for the complete construction of the Project, and for administering and for supervising the preconstruction, construction and completion/ start-up and commissioning of the Work, including coordination at all times with the DBA.

The CM Services shall, without being limited, include:

- Preparing and recommending detailed Project management and administration procedures
- Assisting the DBA with Project scope development & use / benefit (ROI) assessment
- Preparing conceptual Project schedules, budgets / estimates, and cash flow projections
- Preparing individual and consolidated monthly updated schedules, budgets, progress status reports and cash flow projections
- Coordinating with the DBA's AE Services Consultant the design, phasing requirements, number of Bid Packages for the Project during the preparation of procurement and construction plans and documents
- Conducting and coordinating reviews with the DBA and governing entities having jurisdiction (codes and permitting) during the Project scope development, design development and construction
- Preparing and delivering to the DBA prior to the receipt of Bids preliminary schedules and estimated costs for each Project / Bid Package.
- Preparing procurement documents and publicly soliciting competitive Bids for the construction of the Project in strict compliance with the DBA's approved procurement procedures
- Opening with the DBA representatives and evaluating the received Bids and proposing cost reduction alternatives where the Project line-item budget is exceeded
- Coordinating with the DBA the Furniture, Fixtures, and Equipment Package and the Security Package.
- Preparing and negotiating with the DBA a reasonable Guaranteed Not-to-Exceed Amount, including an Owner's controlled contingency, not to exceed 10% and CM provided 100% performance and 100% payment bond for the Project
- Providing a 100% performance and 100% payment bond for the full amount of the CM Services fee and general conditions and subcontractor bonding, if required by the CM, will be considered part of the CM fee
- Executing, administering and providing direct supervision for all DBA approved construction contracts for the construction and commissioning of the Project
- Arranging for and contracting for independent quality control inspection services
- Preparing accurate cash flow projections, processing invoices for construction contracts, and assembling monthly invoices in cooperation with the DBA
- Obtaining, organizing and providing the DBA with all contractor insurance, bonds, waivers, sworn statements, warranties, operating and start-up manuals, and contractor furnished as-built drawings and cut sheets

The CM will report to and receive direction from the DBA Owner's Representative or other person designated by the DBA.

The CM Services will incorporate the General Terms and Conditions and Form of Agreement issued with this RFQ/P.

A summary of the anticipated scope of CM Services includes, without being limited to:

Pre-Construction Services

The Construction Manager will coordinate and oversee analysis, consultation, advice, and reasonable recommendations relating to the design, planning and administration of the Project, including, but not limited to the following:

- i) Establish documentation requirements;
- ii) Complete Design Reviews. The reviews should include, but are not limited to:
 - (1) Input on Design – review recommendations during the design process. This effort will identify opportunities for cost, schedule, or operation/maintenance savings that can be achieved without adversely impacting the safe operation, design intent or functional quality.
 - (2) Constructability Reviews – are intended to address the ability to successfully construct the design as intended. Review means and methods intended to reduce cost, improve schedule, and worker safety.
 - (3) Phasing and Logistics – will be an integral part of construction. Develop a coordinated phasing, sequencing and staging plan. Assist the AE Consultant in developing documents in such a manner to facilitate the efficient phased bidding and construction.
- iii) Schedule Development – The Construction Manager will be required to develop a detailed coordinated schedule using an established format acceptable and accessible for use by the DBA. The schedule will identify detailed work activities in relationship to the City Departments and User. The Construction Manager will be required to obtain DBA approval for the schedule and for deviations from the approved schedule, including development and implementation of schedule recovery strategies when required.
- iv) Budget development; in conjunction with the AE Consultant, establish Project budgets acceptable to the DBA. The Construction Manager will be required to obtain DBA written approval for the budgets. After approval of the initial budgets, monitor project development and execution to ensure conformance with the budgets. For deviations from the approved budget, develop rectification strategies and implement their execution.
- v) Bidding: Using bidding documents developed by the AE Consultant, bid the work. Receive and evaluate bids and make contract recommendations to the DBA. Prepare construction contracts.
- vi) Monthly Reporting – The CM will provide the DBA with monthly progress reports (See Exhibit A).
- vii) Security – The CM will provide job site security from pre-construction until acceptance of Certificate of Occupancy from the DBA.
- viii) Builder's Risk – The DBA will have the CM listed on the City of Detroit's builder's risk insurance policy for this Project.
- ix) Ribbon Cutting Ceremony – Coordinate with DBA, DPD, and the City's Communication Director the Ribbon Cutting for the Project. Include the purchase of ceremonial shovels, invitations, furniture & equipment rentals, and project site signage.

Construction Phase Services and Post-Construction Phase Services:

The Construction Manager (CM) shall provide the following Services for the Project:

- i) Prepare and execute construction contracts upon receipt of the DBA's written approval
- ii) Coordinate the Work with the DBA.
- iii) Coordinate access, unloading, storage, temporary facilities/equipment and trash removal for the Project
- iv) Review of payment requests, including coordinating with the AE Consultant, acceptance of materials, review of completed work, organization of any required testing, coordination with authorities having jurisdiction, and receipt of final record documentation.
- v) Permits – Coordinate with the AE Consultant and those entities having jurisdiction over the Project to ensure that all necessary permits are obtained in a timely fashion, in support of the schedule.
- vi) Coordinate with the DBA and its Owner's Representative the site management, including the allocation of storage areas, jobsite trailers, site access, site maintenance, jobsite safety and security, waste removal, etc.
- vii) Monthly Reporting – The CM will provide the DBA with monthly progress reports during construction, including, when requested, presentations to the DBA Board (See Exhibit A).
- viii) Start up and Commissioning of System - The CM shall be responsible for coordinating with the DBA and overseeing the start up and commissioning appropriate and incidental to the Project
- ix) Post Construction –
 - (1) Supervise completion of all punch lists;
 - (2) Coordinate the completeness and delivery of marked up "as-built" plans to the DBA's AE Consultant for incorporation into record drawings that meet the DBA's requirements;
 - (3) Obtain, review for completeness and deliver operations and maintenance manuals and warranties to the Project Manager
 - (4) Arrange and coordinate the training of the Facility operations personnel as required by the specifications;
 - (5) Receive and review warranties of the systems;
 - (6) Ensure closure of all permits;
 - (7) Address post construction insurance requirements;
 - (8) Resolve all claims;
 - (9) All other requirements of the General Terms and Conditions.
- x) Security – The CM will provide job site security from pre-construction until acceptance of Certificate of Occupancy from the DBA.
- xi) Utilities – The DBA will transfer all utility costs to the CM from pre-construction until acceptance of Certificate of Occupancy.

Drawings & Specifications (For Proposal Purposes Only)

- Proposed Schematic Architectural Drawing Set 60%
- Proposed Schematic Civil Drawing Set 60%

SECTION 5 – SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

- 1) **CONTRACT TERM:** The contract term commences upon issuance of the DBA's Notice to Proceed and will last until completion and commissioning of the Project is complete and a Final Certificate of Occupancy is issued by the City's BSEED.
- 2) **E-Builder:** The CM will be required to use the DBA's cloud based, construction management software system e-Builder (www.ebuilder.net). E-Builder will be used for all correspondences, submittals, budgets, RFI's, pay application, monthly reporting, etc.
- 3) **PAYMENT:** The CM shall submit consolidated monthly invoices for payment, itemizing separately the charges associated with the Project and each construction contract, using a Schedule of Values acceptable to the DBA. The DBA will pay the CM for DBA authorized work based upon submission of a correct and complete invoice in accordance with the Form of Agreement and General Terms and Conditions. It is the intent of the DBA to pay correct and complete invoices within 45 days.
- 3) **INSURANCE SUBMISSION REQUIREMENTS: Proof** of insurance as stated in the insurance requirements listed in the Form of Agreement and General Terms and Conditions of this RFQ/P will be required within five (5) days of request.
- 6) **KEY PERSONNEL:** The Proposing Entity upon award of a Construction Management Services Agreement by the DBA shall assign the Key Personnel identified in the Statement of Qualifications, if deemed acceptable to and approved by the DBA.

The Proposing Entity shall agree that, once assigned to the Project, Key Personnel shall not be removed or replaced without prior written concurrence from the DBA.

If a Key Person is not available to perform the CM Services appropriate for the assigned position for a continuous period exceeding fifteen (15) calendar days, or is, for reasons beyond the Proposing Entity's control, unable to devote a full effort or performance appropriate to the position, the Proposing Entity shall immediately notify the DBA, and shall, subject to the concurrence of the DBA, replace such personnel with personnel of equal or superior credentials, experience, ability and qualifications.

7) **EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION PRACTICES**

The Proposing Entity shall comply to the fullest extent permitted or required by law with the following:

- a) Compliance with Fair Employment Laws. The Proposing Entity agrees that, in connection with the Project, it shall comply with the United States Constitution and all federal, state, and local laws, rules, and regulations governing fair employment practices and equal employment opportunity. The Proposing Entity shall promptly furnish any information requested by the City of Detroit or its Human Rights Department with respect to this subsection a.
- b) Human Rights. The Proposing Entity shall comply with the rules and procedures applicable to the Proposing Entity adopted by the Civil Rights, Inclusion and Opportunity Department (CRIO) of the City of Detroit pursuant to the 1997 City of Detroit Charter and the Detroit City Code.
- c) Ordinance No. 20-93. The Proposing Entity voluntarily agrees that it shall use its best efforts in the performance of the Work, and shall require all subcontractors hired to perform portions of the Work to use their best efforts to comply with goals equal to those set forth

in City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, "Prevailing Wage and Fringe Benefit Rates Required for City Projects", as amended.

- d. Reporting. Upon commencement of the Construction Work, the Proposing Entity shall thereafter submit to the DBA, at the time it makes application for payment pursuant to Attachment A, monthly written reports evidencing its compliance with City of Detroit Executive Order No. 2024-02 and Subsection 13(d). The Proposing Entity shall require similar reports from each of its subcontractors and shall submit the subcontractor's monthly reports along with its report. Monthly reports shall be submitted to the City of Detroit Civil Rights, Inclusion and Opportunity Department (CRIO) upon receipt as part of its contract information tracking system ("CITS"). Proposing Entity agrees to provide all information required by CRIO to conform to CITS. It further agrees to require by subcontract all its subcontractors to provide all information required by CRIO in relation to the CITS.
- e. Notice to Subcontractors. The Proposing Entity shall notify any subcontractor of its obligations under Section 13 when soliciting subcontractors and shall include all applicable provisions of this Section 13 in any subcontract related to the Work. The Proposing Entity shall take such action with respect to any subcontract as the City may reasonably direct as a means of enforcing such provisions, including sanctions for non-compliance, but shall not otherwise be liable for non-compliance by a contracting party.
- f. Executive Order 2024-02. The Proposing Entity shall comply with the goals established by the City of Detroit's Executive Order 2024-02, which sets goals for the utilization of Detroit-based businesses and small businesses. The Proposing Entity shall contractually require and enforce compliance by all its lower-tier subcontractors to fulfill the requirements of this Section.
- g. DBE, SBE, PARTICIPATION. The Proposing Entity shall, through self-performance or through subcontractor utilization, make every effort ("good faith effort") to utilize Detroit Business Enterprises (DBE) and Small Business Enterprises (SBE) in the performance of the Work consistent with the goals of the City of Detroit's Executive Order 2024-02. A willful or negligent breach of the terms and conditions of these will be regarded as a material breach of the Agreement.

SECTION 6A – STATEMENT OF QUALIFICATIONS FORM

(ENVELOPE NO. 1 QUALIFICATIONS)

The Proposing Entity voluntarily submits the following information to confirm and verify the Proposing Entity’s qualifications, experience, capacity and ability to provide the full and comprehensive CM Services contemplated and identified in this RFQ/P relative the construction and turnover of the completed Project.

The Proposing Entity is invited to attach to this form additional relevant (non-sales) evidence of qualifications, experience, capacity, or ability to provide the CM Services, including references the Proposing Entity deems appropriate. The DBA requests that such additional information be reasonable in quantity and presentation.

- a) Provide information for at least THREE and not more than SIX similar projects completed within the last 5 years costing at least \$2,000,000.00, which included the provision of Construction Management Services involving the coordination of multiple consultants and contractors. Select projects where multiple team members worked together, if possible, that demonstrates the team’s capability to perform work similar to that required for this Project. The Project Description for each project should describe the relevance to this Project, including special features such as: public safety institutions and adaptive re-use renovations. Indicate if the project was LEED certified and the level of certification**

A-1) Project Name _____
Location _____
Project Owner _____
Owner Contact: _____ phone _____ email _____
Architect of Record _____
Project Description _____

Gross Project Area (sf) _____
Construction Cost / Contract Value \$ _____
Date of Construction Substantial Completion _____
LEED Certification _____ Level of Certification _____

A-2) Project Name _____
Location _____
Project Owner _____
Owner Contact: _____ phone _____ email _____
Architect of Record _____
Project Description _____

Gross Project Area (sf) _____
Construction Cost / Contract Value \$ _____
Date of Construction Substantial Completion _____
LEED Certification _____ Level of Certification _____

A-3) Project Name _____
Location _____
Project Owner _____
Owner Contact: _____ phone _____ email _____
Architect of Record _____
Project Description _____

Gross Project Area (sf) _____
Construction Cost / Contract Value \$ _____
Date of Construction Substantial Completion _____
LEED Certification _____ Level of Certification _____

b) The Proposing Entity proposes and commits to assign the following individuals to the Key Personnel Positions indicated below for the duration of this Project' (Provide hourly billing rates for each position which include all wages, fringe benefits, bonuses, taxes and insurance, administrative costs, vehicle allowances, corporate overheads and CM fees). Provide a matrix that graphically depicts which Key Personnel worked on the projects listed in section a. The matrix must include the name and role that the person performed on the identified project.

Project Executive (compensation is included in CM fee) _____

Project Manager _____

Project Engineer _____

Project Estimator / Procurement _____

Project Superintendent _____

Assistant Project Superintendent _____

Project Accountant _____

Document Control _____

Compensation for all positions above the Project Manager shall be included in the CM Fee.

c) Provide the following Information:

Corporate Organization Chart (attach)

Surety / Bonding Company _____

Current Experience Modification Rating: _____

Scheduling Program Formats _____

Project Cost Tracking System _____

Sample of the following proposed document to be used by the CM in Bid Packaging

- Proposed Subcontract Agreement
- Proposed General Terms & Conditions
- Proposed Start-up and Close-out Procedures
- RFI and Submittal tracking procedures
- Project Website (Optional)
- Safety Record – DART and Lost time incident rate

SECTION 6B – PROPOSAL FORM
(ENVELOPE NO. 2 PROPOSAL)

**REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
CONSTRUCTION MANAGEMENT SERVICES
FOR THE
NEW ADMINISTRATIVE OFFICE
FOR
COLEMAN A YOUNG INTERNATIONAL AIRPORT
(CAYIA)
AT 11499 CONNOR STREET
DETROIT, MI 48213
(DBA #04-0008/CPO #6007213/SPO #3084758)**

CAYIA – Capital Improvements-2025-26

NAME OF PROPOSING ENTITY: _____

PROPOSING ENTITY ADDRESS: _____

DUNN & BRADSTREET NUMBER (DUNS #): _____

CONTACT NAME: _____

TELEPHONE: _____

FAX: _____ E-MAIL ADDRESS: _____

DATE: _____

This Proposal is hereby submitted to the DETROIT BUILDING AUTHORITY (herein referred to as “the DBA”) located at the Detroit Public Safety Headquarters, 1301 Third Street, Suite 328, Detroit, MI 48226.

A. PROPOSAL

The Undersigned, on behalf of the Proposing Entity, certifies to the DBA that the Proposing Entity, having examined the documents comprising the DBA’s “Proposal for Construction Management Services, CAYIA New Administrative Office” and having sufficiently inspected the Site, hereby tenders to the DBA this Proposal to furnish professional and expert Construction Management Services as set forth and contemplated in the RFQ/P Documents.

B. EXECUTION OF THE AGREEMENT, COMMENCEMENT OF SERVICES

The Undersigned on behalf of the Proposing Entity,

1. Certifies that, by the act of submitting this Proposal, the Proposing Entity is prepared and agrees to execute, without modification, the Construction Management Services Agreement

(the Agreement) substantially in the form and content attached hereto as Exhibit O, incorporating the portions of this Proposal deemed appropriate to the DBA.

2. Agrees, pending the DBA's preparation of the Agreement, to start immediately upon receipt of a written Letter of Intent to Award / Notice to Proceed from the DBA, to mobilize and initiate the provision of the Services without delay and to diligently pursue the performance of the CM Services and completion of the Project according to the reasonable schedule requirements of the DBA.

C. INSURANCE & PERFORMANCE / PAYMENT BONDS

The Undersigned, on behalf of the Proposing Entity, agrees to provide prior to the execution of an Agreement or upon receipt of Letter of Intent to Award / Notice to Proceed from the DBA, satisfactory proof of insurance required in types and coverage and minimum limits specified in the RFQ/P Documents and proof of ability to secure 100 % performance & payment bonds.

D. ADDENDA

The Undersigned on behalf of the Proposing Entity acknowledges receipt of the following addenda that specify revisions to and are incorporated into the RFQ/P Documents:

Addendum No. _____, dated _____ Addendum No. _____ dated _____
Addendum No. _____, dated _____ Addendum No. _____ dated _____

E. PROPOSED CM SERVICES AND PRICING

The Undersigned, on behalf of the Proposing Entity, proposes the following CM Fees and Reimbursable Costs based on Total Construction Costs of \$ 925,000.00.

1. **Proposed CM Fee** inclusive of all corporate overheads and profits, subcontractor bonds if required by the CM, compensation for CM Services above the Project Manager position.

_____ % of the Total Construction Project Costs

Alternate Proposed for CM Fee – Fixed Lump Sum \$ _____

2. **Proposed Reimbursable CM General Conditions** inclusive of all costs related to project staff wages, fringe benefits, taxes & insurance, bonuses, vehicle allowances, Project utilities, Project security, Project offices, office equipment, offices supplies, computers, printers, phones, faxes, and other reimbursable costs required to provide the specified CM Services for the Project, excluding performance and payment bonds and building permit fees, and start-up commissioning.

\$ _____ Guaranteed not-to-exceed reimbursable CM GC costs

3. **Proposed 100% Performance and 100% Payment Bonds** based on a total construction budget of \$ 925,000.00.

\$ _____ Guaranteed not-to-exceed

F. EXCEPTIONS TO THE RFQ/P DOCUMENTS

The Proposing Entity takes exception to the following requirements of the RFQ/P Documents (refer to section of the RFQ/P for conditions regarding exceptions stated below):

G. VOLUNTARY ALTERNATES

The Proposing Entity offers for the DBA's consideration the following Voluntary Alternates. The Proposing Entity acknowledges that the DBA is under no obligation to review, evaluate or accept any Voluntary Alternate, and that the Proposing Entity has not, in any way, relied on or presumed the DBA's acceptance of these Voluntary Alternates in the preparation of this Proposal. The Proposing Entity acknowledges that the offered Voluntary Alternates have no exclusivity or copyright that prohibits the DBA from using any portion or version relative to the solicitation and procurement of CM Services.

No Proposal shall be considered valid which has not been manually signed in ink in the appropriate space below:

This Proposal is hereby tendered to the Detroit Building Authority on behalf of the Proposing Entity on the _____ day of _____, 2025.

The Undersigned, under penalty of perjury, certifies that:

1. I have the legal authorization to bind the Proposing Entity.
2. I have submitted the Qualifications and Proposal of the Proposing Entity in full compliance with this RFQ/P, and I have executed on behalf of the Proposing Entity on the Proposing Entity's letterhead, the following affidavit.

SECTION 6C – BUSINESS INFORMATION QUESTIONNAIRE
(ENVELOPE NO. 1 QUALIFICATIONS)

Failure to complete this form may result in your Proposal being deemed nonresponsive and rejected without any further evaluation.

LEGAL NAME OF PROPOSING ENTITY _____

PRINCIPAL OFFICE ADDRESS _____

PRIMARY CONTACT _____ PHONE NO _____ EMAIL _____

WEB SITE _____

FORM OF OWNERSHIP (Check One)

Corporation () LLC () Joint Venture ()

State of Incorporation/Registration _____

Date of Incorporation/Registration _____

Limited Partnership () General Partnership () Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS AND OWNERS

Name / Title	Name / Title
_____	_____
_____	_____
_____	_____

LIST OF CORPORATE DIRECTORS

Name	Principal Business Affiliation (Other Than Proposing Entity)
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED BY THE DBA

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name / Address	Name / Address
_____	_____
_____	_____
_____	_____

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST:

Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Detroit Building Authority, or with any of its board members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Proposing Business)

By _____
(Signature) Date

(Title)

SECTION 7 – EVALUATION CRITERIA (ENVELOPE NO. 1 QUALIFICATIONS)

EVALUATION:

Submitted Statements of Qualifications and Proposals received by the Deadline will be initially reviewed to confirm that the submittal complies with the requirements for minimum qualifications. Statements of Qualifications and Proposals in compliance with the minimum requirements will be evaluated by an Evaluation Committee comprised of, at a minimum, three DBA representatives, the DBA's Owner's Representative and DBA's Architect / Engineer. Statements of Qualifications and Proposals shall initially be reviewed for completeness.

All complete Statements of Qualifications and Proposals will be evaluated based on the best qualified value considered by the evaluators to be in the best interests of the DBA and the city of Detroit.

The Proposing Entity is advised that the Evaluation Committee will consider in its evaluation:

- The confirmed statement of qualifications
- Recent CM experience on similar size and scope projects
- The proposed CM Fee
- Assessment of the completeness and cost of the proposed general conditions
- The reasonableness of the proposed contract agreement and CM general conditions

The DBA reserves the right to make such additional investigations and conduct interviews with any Proposing Entity as it deems necessary to and appropriate in selecting the most responsive and competitive Proposal and may require the submission of additional information.

The DBA also reserves the right to waive any irregularity in any Proposal, and to reject any or all Proposals, should it be deemed in its best interest.

EVALUATION CRITERIA

Qualifications should be as concise and directly to the point as possible. The presentation should be submitted corresponding to the following list of evaluation criteria:

1. Mandatory Form – Affidavit of Non-Collusion must be submitted. **(See Exhibit B).**
2. Mandatory Form – Resolution of Authority must be submitted. **(See Exhibit I).**
3. A description of any Affirmative Action Program of the Respondent and resolution of any sanction regarding such an Affirmative Action Program. **(Mandatory statement to be submitted on company or individual letterhead).**
4. The Respondent shall identify any pending or threatened litigation and/or regulatory action that could have an adverse impact on the Respondent's ability to perform the requested services. **(Mandatory statement to be submitted on company or individual letterhead).**

5. Provide your firm's proposed project organization and team for both preconstruction and construction phases. Experience working as Construction Manager at Risk.
 - a. Describe the professional experience of Respondent, including any professional licensing information.
 - b. The use of consultant project managers is acceptable. The Respondent must identify how any consultant project manager will work with the Respondent. Identify roles and responsibilities.
 - c. The use of a joint venture is acceptable **(10) Points**

6. Respondent's capacity and resources to perform the work. Describe the composition of the Respondent's total staff, including clerical group, projected workload and availability of staff for projects. **(10) Points**

7. Technical competence and relevant project experience of key company personnel expected to be assigned to the project, including resumes. The qualifications of the key members of Respondent, especially the day-to-day project manager, should be described in a complete and concise manner. **(20) Points**

8. The qualifications of the construction management firm's experience with office facilities and construction projects, presented in a complete and concise manner. **(15) Points**

9. List experience working on projects other than for the City of Detroit and list the budget and scope of services performed. **(10) Points**

Maximum points for Phase One Criteria not to exceed sixty-five (65) points.

PHASE TWO CRITERIA – RESPONDENT

Additional points will be provided for Respondents that are registered with the City of Detroit Civil Rights, Inclusion and Opportunity Department (CRIO) at (313) 224-4950 for the following:

- | | |
|--------------------------------|--------------------|
| Detroit Headquartered Business | (15) Points |
| Detroit Based Business | (5) Points |

NOTE: Maximum of (15) Points for this section.

PHASE THREE CRITERIA – RESPONDENTS AND CONSULTANT(S)

Additional points will be provided for Respondents and Consultants that are registered with the City of Detroit Civil Rights, Inclusion and Opportunity Department (CRIO) at (313) 224-4950 for the following:

- | | |
|--------------------------------|--------------------|
| Detroit Headquartered Business | (20) Points |
| Detroit Based Business | (10) Points |

NOTE: Maximum of (20) Points for this section.

EVALUATION SELECTION

After evaluation of the qualifications submitted under this request, the DBA will open the Proposals of the Respondents who are deemed by the DBA to be most qualified, and all other Proposals will be returned unopened. The most qualified Respondents may be interviewed, in the sole discretion of the DBA. A contract will be awarded based upon qualifications and the submitted Proposals.

All Respondents submitting Qualifications and Proposals by the published deadline will be notified by mail of the individuals or companies placed on the short list.

If additional assistance is required, please contact Marc Tirikian of the Detroit Building Authority at (313) 600-4876.

SECTION 8 – COMPLETENESS CHECKLIST

**RESPONDENT SHALL INCLUDE THIS COMPLETED CHECKLIST IN THE RFP
ALONG WITH ALL DOCUMENTS IN THE ORDER INDICATED ON THIS
CHECKSHEET**

MANDATORY COMPONENT TITLE	CHECK IF INCLUDED IN THIS RFP
Section 6A- Statement of Qualifications Form (Envelope No. 1)	
Section 6B- Proposal Form (Envelope No. 2)	
Section 6C- Business Information Questionnaire (Envelope No. 1)	
Exhibit A – Monthly Progress Report	
Exhibit B - Non-Collusion Affidavit (Envelope No. 1)	
Exhibit C - Equalization Eligibility Form (Envelope No. 1)	
Exhibit D - Purchasing Vendor Clearance Request (Envelope No. 1)	
Exhibit E - Request for Income Tax Clearance (Envelope No. 1)	
Exhibit F - Covenant of Equal Opportunity (Envelope No. 1)	
Exhibit G- Executive Order 2021-1	
Exhibit H – Certificate of Authority and Consolidated Affidavits (Envelope No. 1)	
Exhibit I - Debarment Suspension Affidavit (Envelope No. 1)	
Exhibit J - HUD Chapter 3 Intent to Comply Statement (Envelope No. 1)	
Exhibit K – Financial Statements Affidavit (Envelope No. 1)	
Exhibit L – Affidavit of Disclosure of Interests by Contractors and Vendors (Envelope No. 1)	
Exhibit M – Combined Corporate Accountability and Workforce Safety Affidavit (Envelope No. 1)	
Exhibit N – Construction Management Services Agreement (For Reference Only)	

EXHIBIT A

**FORMAT FOR THE
MONTHLY PROGRESS REPORT
DETROIT BUILDING AUTHORITY CAPITAL PROJECTS**

I. Executive Summary:

- A. A brief description of the Project.
- B. A written summary of the Progress to Date, including a listing of any known problems that may cause delay or additional cost to the Project and Project completion percentage.
- C. A written summary of the Project Budget indicating the authorized project funds, amounts encumbered,
- D. An updated Cash Flow projection.
- E. A written summary of the project schedule.

II. Project Status Report Attachments:

- A. Review of current status.
 - 1. Architecture and Engineering.
 - 2. Construction, including average daily on site construction personnel and status of work in progress broken, down by trades and project safety report.
 - 3. Identify issues which may have an impact on the project schedule.
 - 4. Project meeting minutes.
- B. A Project Data Sheet with budget breakdown for the following categories (see Budget Sheet):
 - 1. The structure (general, mechanical, electrical) with a separate line item for telecommunications.
 - 2. Services from five feet outside of structures (sewers, water supply, gas, electrical service, etc.).
 - 3. Site improvements (roads, walks, grading, etc.).
 - 4. Furnishings (furniture, movable equipment, etc. not considered part of the structure nor requiring fixed mechanical and/or electrical services).
 - 5. Professional fees, surveys, site investigations, fees for project management consultants, etc.
 - 6. Project contingencies.
 - 7. Total project cost (cannot exceed authorized amount).
- C. Each of the above categories is to be broken down further to reflect the following:

Approved Budget (dated)	Current Contract Amount
Bids	Payments to Date
Initial Contract Amount	Balance to be paid
Change Orders	

Each of the trades, material suppliers, subcontractors, code review fees, telecommunications, etc. amounts are to be listed as line items and broken down.

- c. A Change Order Report listing the following:

1. The Change Order Number
 2. Change Order Title
 3. Explanation
 4. Amount
- E. A Request for Information (RFI) Log.
- F. An original approved, (submitted at the start of construction) and an updated Project Schedule indicating all activities for the project.

EXHIBIT B

(ENVELOPE NO. 1 QUALIFICATIONS)

**NON-COLLUSION AFFIDAVIT OF PROPOSER
DETROIT BUILDING AUTHORITY – NEW ADMINISTRATIVE OFFICE CONSTRUCTION
MANAGEMENT SERVICES (DBA #04-0008/CPO #6007213/SPO #3084758)**

State of

ss

County of

Being first duly sworn, deposes and says that:

- 1. She or he is

(owner, member, partner, officer, representative, or agent)

of the proposer that has submitted the attached proposal.

- 2. She or he is fully informed respecting the preparation and contents of the attached Qualifications and Proposal and of all pertinent circumstances respecting such Proposal.
- 3. Such bid is genuine and is not a collusive or sham Proposal.
- 4. Neither the said Proposer nor any of its officers, members, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, or conspired, directly or indirectly, or sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the DBA, the City of Detroit or any person interested in the proposed contract; and,
- 5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, members, partners or parties in interest, including this affiant.

(Signed) (Title)

Subscribed and sworn to before me this _____ day of _____, 2025

My Commission Expires:

_____ witnessed by _____

Name / Title

Authorized Agent of the Proposing Entity

witnessed by _____

EXHIBIT C

(ENVELOPE NO. 1 QUALIFICATIONS)

EQUALIZATION ELIGIBILITY FORM

In accordance with Ordinance No. 31-99, 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. **NOTE: IT IS THE VENDOR'S RESPONSIBILITY TO COMPLETE THIS FORM, PROVIDE ALL NECESSARY DOCUMENTATION AND RETURN IT WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN EQUALIZATION NOT BEING APPLIED.**

Company Name _____ RFQ (DBA #04-0008/CPO #6007213/SPO #3084758)

A vendor qualifies for equalization credit as per section 18-5-2 of the purchasing ordinance as follows:

Vendor to check all categories which apply*

- Detroit Based Business** (as certified by the City of Detroit Human Rights Department prior to bid due date. Proof of certification must be submitted with each and every bid response.)
- Detroit Based Business with Headquarters in Detroit** (as certified by completion of the affidavit attached to bid documents and proof of certification as a Detroit Based Business prior to bid opening. The affidavit must be completed and certification returned with each and every bid for consideration)
- Detroit Resident Business** (as certified by completion of the affidavit attached to bid documents. The affidavit must be completed and returned with each and every bid for consideration)
- Detroit Based Small Business** (as demonstrated by furnishing proof certification by the City of Detroit Human Rights Department. Proof of certification must be submitted with each and every bid for consideration.)
- Detroit Based Micro Business Concern** (as certified by completion of the affidavit attached to bid and proof of certification as a Detroit Based Business. The affidavit and certification must be completed and returned each and every bid for consideration)
- Joint Venture** OR **Mentor Venture** (You may only select one. One of the parties to the joint or mentor venture must be a certified Detroit Based Business prior to bid due date in order to receive equalization credit as a joint or mentor venture. Proof of certification by the City of Detroit Human Rights Department along with a copy of the Joint or Mentor Venture agreement between the parties involved is required.)

***The information submitted to substantiate Equalization Eligibility is subject to verification and acceptance by the City. Should it be found that the vendor is not eligible to receive equalization credit it will not be applied. Should it be found that information submitted has been falsified the vendor may be placed in Default by the City for up to a three year period at the discretion of the City of Detroit Finance Department – Purchasing Division.**

TABLE I
Equalization Allowance for Detroit-based business and/or Detroit Resident Business

DOLLAR VALUE RESIDENT	DETROIT BASED	DETROIT
Up to \$10,000.00	5%	5%
\$10,000.01 to \$100,000.00	4%	4%
\$100,000.01 to \$500,000.00	3%	3%
\$500,000.01 and over	2%	2%
Detroit Based Business w/Headquarters in Detroit	3%	

TABLE II
**Equalization allowance for Detroit Based Small Business, Detroit Based Micro Business, Joint Venture, Mentor Venture:*

Category	Equalization Percentage
Detroit Based Small Business	1%
Detroit Based Micro Business Concern	2%
Joint Venture	2%
Mentor Venture	1%

EXHIBIT D

(ENVELOPE NO. 1 QUALIFICATIONS)

PURCHASING DIVISION
VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
2 Woodward Avenue, Suite 1012
Detroit, MI 48226
(313) 224-4087 (Telephone)
(313) 224-4238 (Fax)

Nature of Contract _____
Contract Amount _____

Business Type: () Corp () Partnership () Sole Proprietorship () Personal Services ()

Business Name _____
Complete Business Address _____

Tax ID/FID No. _____
City Personal Property I.D. # _____
Owner(s) Name _____

Owner(s) Home Address _____ () Lease () Own
Contact Person _____
Phone Number _____ Fax: _____

PLEASE DO NOT WRITE BELOW THIS LINE

<u>Real Property</u>	<u>Special Assessment</u>	<u>Personal Property</u>	<u>Other Receivable</u>
() Denied	() Denied	() Denied	() Denied
() Approved	() Approved	() Approved	() Approved

Comments: _____

Please mail, fax, or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

Signature _____ Date _____ Expiration Date _____

3. Were you employed during the last seven (7) years? Yes No

4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No

6. Will the company have employees working in Detroit? Yes No

7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Signature</u>	<u>Date</u>	<u>Expires</u>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Signature</u>	<u>Date</u>	<u>Expires</u>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Signature</u>	<u>Date</u>	<u>Expires</u>

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

NOTE: An approved Income Tax Certificate may be used in multiple citywide departments that require a bid. **Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov**

Requirements For Income Tax Clearance

Background. The City of Detroit is authorized to levy an income tax under the Uniform City Income Tax Ordinance (No.900-F) set forth in Chapter 2 of Act 284 of the Public Acts of 1964, known as the "City Income Tax Act." No bid shall be accepted from or contract awarded to any person who is in arrears to the City..." see Detroit codes: Sec.18-5-13, Sec. 18-10-25 and General Conditions# 28.

What Is An Income Tax Clearance? An **approved** Income Tax Clearance states that an individual, business or subcontractor seeking employment or contracts with the City of Detroit has complied with all the provisions of the City Income Tax Ordinance. Contractors (individuals, businesses or Subcontractors) cannot be awarded a contract and are not authorized to perform services until they are in compliance with the City Income Tax Ordinance. **The "Request for Income Tax Clearance" form should be submitted 30 days prior to the submission for new bids or renewals of contract extensions.** **Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov**

Requirements For Individuals. Individuals must file returns and pay income taxes, and not have any unpaid assessments. Detroit residents must file form D-1040(R). If a taxpayer claims a non-resident status, proof will be required (copy of lease, mortgage closing statements, driver's license, voter's registration, etc.). If an individual seeking a tax clearance reside within the City, but claimed dependent status on another person's tax return, or received assistance, proof may be required.

Requirements For Businesses. Businesses must file Corporation D-1120 or Partnership D-1065 returns, regardless of net profit or loss. Non-profit organizations are required to file D-1120 tax return based on non-related income. All employers located in the City or "doing business within the City" must withhold City of Detroit income taxes from employees' compensation. Employers subject to withholding tax must file monthly or quarterly forms D-941/501, as well as, form DW-3 Annual Reconciliation with W2's. All assessments must be paid. New employers must request an Employer's Package and register with the City by completing and submitting an Employer's Withholding Registration form DSS-4. Contractors must supply a list of subcontractors with federal identification numbers or social security numbers. Contractors must also supply the federal identification numbers used for their leased employees.

Income Tax Clearance Denials. Income Tax Clearances are denied based on one or more of the following reasons: (1) Missing withholding payments, DW-3 Annual Reconciliation with W2's, (2) Unpaid assessments and (3) Missing tax returns and related data regarding taxpayers are confidential: therefore, reasons for denial are given only to the taxpayer or authorized representative with power of attorney. Taxpayers with denied clearances may visit our office to obtain information about their account or to drop off requested information.

Appointments are not necessary. For additional information contact the Clearance Section at (313) 224-3328. Our office is located in the Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 512. Office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.

EXHIBIT F
(ENVELOPE NO. 1 QUALIFICATIONS)
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of the _____, (hereinafter “Contractor”), do hereby enter into a Covenant of Equal Opportunity (hereinafter “Covenant”) with the City of Detroit, (“hereinafter” City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific* Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No: **(DBA #04-0008/CPO #6007213/SPO #3084758)**

Printed Name of Contractor: _____
(Type or Print Legibly)

Contractor Address: _____, _____, _____
(City) (State) (Zip)

Contractor Phone/E-mail: _____ / _____
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

***** This document MUST be notarized *****

Signature of Notary: _____

Printed Name of Seal of Notary: _____

My Commission Expires: _____ / _____ / _____

For Office Use Only:

Cov. Rec'd: ___ / ___ / ___ in

Department Name: Detroit Building Authority

Accepted by: _____

Rejected by: _____

Please email or fax Covenant and EOC to Director CRIO Department 1240 CAYMC at crio@detroitmi.gov or fax (313) 224-3434.

HIRING POLICY COMPLIANCE

DETROIT CITY CODE 18-5-81 ET SEQ.

Purpose

To ensure that City contractors afford an individual who is qualified for a position, but has a criminal conviction, the opportunity to apply and be considered as an employee.

Applicability

City contracts over \$25,000 whether for goods or services and whether or not subject to competitive bidding.

Exemptions

Criminal history background checks are permitted for (1) positions where there is a statutory duty to perform a pre-employment screening; (2) positions where goods or services are not provided to the City (18-5-82(b)(1)); and (3) purchase of goods and services from cooperatives.

- Practice point – Any claimed exemption should be verified through the Purchasing Division or the City Law Department.

Affidavit of Compliance

- Contractors must execute a Hiring Policy Compliance Affidavit.
- Contractors are responsible for subcontractors' compliance.

Failure to Comply

Failure to comply constitutes a non-responsive bid or, where there is a contract, breach.

Date for Compliance Language in Requests for Proposals

Date for Inclusion of Compliance Affidavit in Bid Recommendations

EXHIBIT G

EXECUTIVE ORDER NO. 2024 - 02

**TO: ALL BOARDS, COMMISSIONS,
DEPARTMENT DIRECTORS, CITY
COUNCIL MEMBERS, AND CITY
CLERK**

FROM: MICHAEL E. DUGGAN, MAYOR

**SUBJECT: UTILIZATION OF DETROIT
RESIDENTS ON PUBLICLY FUNDED
CONSTRUCTION AND
DEMOLITION/REHAB PROJECTS**

DATE: JULY 9, 2024

***WHEREAS**, the economic revitalization of Detroit depends upon the employment of Detroit residents and the availability of a local skilled workforce; and*

***WHEREAS**, it is the policy of this Administration to encourage and maximize employment opportunities for well-trained Detroit residents through contracts with the City and in projects funded or financially assisted by the City;*

***THEREFORE**, this Executive Order directs any person or entity entering into a publicly-funded construction project or a publicly-funded demolition/rehab project to implement specific residency targets for its workforce, as follows. Other persons or entities doing business with the City, but not subject to this Executive Order, may voluntarily agree to be bound by some or all of the substantive requirements set forth herein.*

1. The term "publicly-funded construction project," for purposes of this Executive Order, means:

- (a) any construction project performed under a contract, the value of which is more than \$3,000,000.00 (Three Million Dollars), made by the City with any person or entity; and
- (b) any construction project for which the City, public or quasi-public entities affiliated with the City, or any of

their agents or contractors provides funds or financial assistance via any of the following methods, where total value of such assistance is more than \$3,000,000.00 (*Three Million Dollars*):

- (1) The sale or transfer of land below its appraised value;
- (2) Direct monetary support;
- (3) Public contributions originated by the State of Michigan or its agencies, the United States government or its agencies, or any other non-City government entity, for which City approval is required and obtained; or

CITY CLERK 2024 AUG 7 PM 2:51

- (4) Tax increment financing. For purposes of calculating the total assistance directly provided through tax increment financing, tax revenue that would have accrued to all government entities shall be counted.

2. The term "publicly-funded demolition/rehab project," for purposes of this Executive Order, means any demolition or rehabilitation of one or more residential buildings performed under the Proposal N Neighborhood Improvement Plan, under a contract, the value of which is more than \$50,000 (Fifty Thousand Dollars), made by the City with any person or entity.

3. A "bona-fide Detroit resident," for purposes of this Executive Order, means an individual who can demonstrate residency in the City of Detroit as of a date at least thirty (30) days prior to the date the individual seeks to be employed on a publicly-funded construction project or publicly-funded demolition/rehab project. An individual may demonstrate residency by producing at least one item from each of the two lists below that includes an address located in the City of Detroit. Other forms of proof-of-residency may be accepted under unique circumstances.

- (a) State of Michigan identification card, State of Michigan driver's license, or Detroit municipal ID; and
- (b) Voter Registration Card, Motor Vehicle Registration, most recent federal, state, or City of Detroit tax return, lease/rental agreement, most recent utility bill or utility affidavit signed by a landlord with respect to a leased residence, or most recent municipal water bill.

4. All contracts with the City, and all sub-contracts thereof, for a publicly-funded construction project or a publicly-funded demolition/rehab project shall require at least 51% of the workforce for such project to be bona-fide Detroit residents. This requirement shall be referred to as the "Workforce Target." The Workforce Target shall be measured by the hours worked by bona-fide Detroit residents on the publicly-funded construction project or publicly-funded demolition/rehab project.

5. Developers, general contractors, prime contractors and subcontractors on publicly-funded construction projects and publicly-funded demolition/rehab projects are all required to comply with the terms of this Executive Order. Collectively, these entities are hereinafter referred to as "contractors." It is, however, the sole responsibility of the person or entity contracting directly with the City of Detroit to require all of its subcontractors either to (a) meet the Workforce Target; or (b) make the required contribution to the City's Workforce Training Fund, as provided in Paragraph 7 of this Executive Order. Contractors may utilize local unions, Detroit Employment Solutions Corporation, or other entities to help meet the Workforce Target. Failure to satisfy the requirements of this Executive Order shall constitute a material breach of contract and may result in the immediate termination of the contract.

6. Upon execution of a contract for a publicly-funded construction contract or publicly-funded demolition/rehab project, the City of Detroit's Civil Rights, Inclusion, and Opportunity Department ("CRIO") shall determine whether the Workforce Target in the contract shall be measured periodically either (a) monthly or (b) quarterly. This period shall be referred to as the "measurement period." Thereafter, for the duration of the construction project, the contractor shall, at the end of each measurement period, submit to CRIO a report indicating:

- (a) The total hours worked on the project during the preceding measurement period ("total work-hours");
- (b) The total hours worked on the project by bona-fide Detroit residents during the preceding measurement period; and
- (c) If applicable, the amount by which the contractor fell short of meeting the Workforce Target. A contractor falling short of the Workforce Target shall report both (a) the raw number of total work-hours by which the contractor fell short of the Workforce Target ("shortage work-hours"); and (b) the percentage of total work-hours by which the contractor fell short of the Workforce Target ("shortage percentage").

7. A contractor who does not meet the Workforce Target in any measurement period shall help strengthen Detroit's workforce by making a monetary contribution to the City's C R I O-administered Workforce Training Fund, thereby supporting the skill development of Detroit resident,;. The required contribution for any contractor who does not meet the Workforce Target shall be the sum of the following:¹

- (a) For each shortage work-hour comprising the first 10% of the shortage percentage, 5% of the average hourly wage paid by the contractor during the preceding measurement period.
- (b) For each shortage work-hour comprising the second 10% of the shortage percentage, 10% of the average hourly wage paid by the contractor during the preceding measurement period.
- (c) For each shortage work-hour comprising the remaining 31% of the shortage percentage, 15% of the average hourly wage paid by the contractor during the preceding measurement period.²

8. For a publicly-funded construction project, if a contractor contracts for labor through a union that is meeting the goals set for it under the Detroit Skilled Trades Employment Program, that contractor will be deemed to have met the Workforce Target with respect to the labor for which it contracted through such a union.

CRIO will make a periodic determination whether a union participating in the Detroit Skilled Trades Employment Program is meeting its established goals under that Program. For purposes of calculating a contractor's compliance with the Workforce Target, a union which, as of the date a contractor executes a contract or subcontract for a publicly-funded construction project, is meeting its goals under the Program shall be deemed to have no less than 51% of the hours

¹ Thus, for example, if 25% of 1,000 total work-hours performed on a publicly-funded construction project were performed by bona-fide Detroit residents, the contractor's shortage percentage would be 26%. That contractor's minimum required contribution would be the sum of (1) 5% of the average hourly wage for 26 (i.e., 10% of 260) shortage work-hours; (2) 10% of the average hourly wage for 26 (i.e., 10% of 260) shortage work-hours; and (3) 15% of the average hourly wage for 15.6 (i.e., 6% of 260) shortage work-hour,;.

² Section 7 has been revised from Executive Order 2021-02 to retroactively and prospectively cure any potential ambiguity to the calculation formula provided therein (as well as any substantively identical sections in prior executive orders). The clarifications are intended to reflect and not revise the calculation formula used by C R I O prior and up to the effective date of this Executive Order.

worked by its members on the publicly-funded construction project worked by bona-fide Detroit residents. If bona-fide Detroit residents actually account for more than 51% of the hours worked by union members on a publicly-funded construction project, that actual percentage may be used for purposes of calculating compliance with the Workforce Target.

9. For a publicly-funded demolition/rehab project, if bona-fide Detroit residents actually account for more than 51% of the hours worked and the contractor pays for its Detroit employees to be trained under a DOL approved apprenticeship program, that contractor will be deemed to have met the Workforce Target. For purposes of publicly-funded demolition/rehab projects only, any contractor who fails to meet the Workforce Target will contribute \$200 per employee to the Workforce Training Fund.

10. If CRIO determines a contractor is in non-compliance with the requirements of this Order, CRIO will notify the contractor, in writing, of the contractor's non-compliance.

If a contractor wishes to challenge a finding of non-compliance, the contractor may, within fifteen (15) days of the notice of non-compliance, file with CRIO a written notice challenging the finding of non-compliance, and detailing the reasons for that challenge. The challenge will then be forwarded to a panel of (1) the City's Corporation Counsel or his/her designee; (2) the head of the Department of Administrative Hearings or his/her designee; and (3) the Director of the Buildings, Safety, Engineering, and Environment Department, or his/her designee. The panel shall adjudicate the challenge and issue a written decision. The panel may, but need not, schedule an oral hearing on the challenge.

If, following written notice of non-compliance and the adjudication of any challenge, the contractor fails or refuses to take corrective actions within thirty (30) days, the City may do any of the following:

- (a) withhold from the contractor all future payments under the contract until it is determined that the contractor is in compliance;*
- (b) refuse all future bids on City projects or applications for financial assistance in any form from the City or any of its departments, until such time as the contractor demonstrates that it has cured its previous non-compliance;*
- (c) debar the contractor from doing business with the City for a period of up to one year.*

In addition, the City reserves the right to re-bid the contract, in whole or in part, or hire its own workforce to complete the work.

11. All construction contracts, construction contract amendments, change orders and extensions subject to this Executive Order shall include the applicable terms of this Executive Order. CRIO shall have the responsibility for preparing administrative guidelines related to this Executive Order, and for monitoring and enforcing the provisions of this Executive Order.

12. Notwithstanding anything to the contrary set forth herein, the requirements set forth in Paragraphs 4 through 11 of this Executive Order shall not apply to any publicly-funded construction contract or publicly-funded demolition/rehab contract, or part thereof, that is funded by a grant awarded by a federal, state, or other governmental entity, the terms of which prohibit the implementation of any such requirements.

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order 2021-02, issued by me on April 14, 2021. This Executive Order shall not alter or affect the operation of any prior Executive Order with respect to any publicly-funded construction project on which construction activities have commenced as of the date of this Executive Order.

MICHAEL E. DUGGAN
MAYOR
CITY OF DETROIT

EXHIBIT H

FORMS, AFFIDAVITS AND DOCUMENTATION CHECKLIST

Any contract/purchase order resulting from this solicitation shall include the forms indicated below. Contractor shall complete the required forms and return them, along with the required documentation and the checklist, with the signed bid/proposal document. Failure to submit the completed forms and documentation may be a basis for rejection of your proposal.

Forms and Affidavits	
<input type="checkbox"/>	1. <u>Certificate of Authority -complete only one (1)</u>
<input type="checkbox"/>	2. <u>Amendment Form</u>
<input type="checkbox"/>	1. <u>Consolidated Affidavits</u> <ul style="list-style-type: none"> • HIRING POLICY COMPLIANCE • SLAVERY ERA RECORDS AND INSURANCE, AND PRISON INDUSTRY AND IMMIGRATION DETENTION SYSTEM RECORDS AND INTERESTS DISCLOSURE • COVENANT OF EQUAL OPPORTUNITY • STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

	Documentation	Instructions for Completion
<input type="checkbox"/>	4. Sample Employment Application	<i>Attach a copy of a sample employment application attesting that the employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract.</i>
<input type="checkbox"/>	5. Income and Revenue Tax Clearance	<p><i>Approved clearances are not required to submit a response to the RFP but will be required of the successful respondent prior to City Council approval.</i></p> <p><i>Submit requests for clearances electronically via a link in the bid response Requirement Section in the Supplier Portal. Attach evidence showing you have submitted or received clearances. Please use the below URL to complete the Income Tax and Account Receivables Clearance process:</i></p> <p>http://bit.ly/detroitclearances</p>
<input type="checkbox"/>	6. Three (3) years Financial Information	<i>Attach your organization’s financial statements (Balance Sheets, Income Statements and Statement of Cash Flows) for the previous three (3) years. Please do not submit your tax returns.</i>
<input type="checkbox"/>	7. System of Awards Management (SAM)	<i>Attach a PDF screenshot to show proof of registration, or of SAM documentation. Instructions for registering are provided in this Attachment, “SAM.GOV Registration Steps”)If using Grant funds.</i>



CERTIFICATE OF AUTHORITY

CORPORATION CERTIFICATE OF AUTHORITY

I, _____, Corporate Secretary of
(name of corporate secretary)

_____, a _____
(complete name of corporation) (state of incorporation)

_____ corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
(non-profit or for profit)
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors

duly called and held on _____, and that the same is now in full force and
effect: (date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the
Treasurer, and the Secretary and each of them, is authorized to execute and
deliver, in the name of and on behalf of the Corporation and under its
corporate seal of otherwise, any agreement or other instrument or document
(‘Contract’) in connection with any matter or transaction that shall have been
duly approved; and the execution and delivery of
any Contract by any of the aforementioned officers shall be conclusive evidence
of such approval."

FURTHER, I CERTIFY that _____ is Chairman

_____ is President,
_____ is/are Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of
the Corporation are authorized to execute and commit the Corporation to the conditions,
obligations, stipulations and undertakings contained in the foregoing Contract between
the City and the above-referenced Corporation and that all necessary corporate
approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this ___ day of _____, 20 ____.
CORPORATE SEAL
(if any)

Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.



LIMITED LIABILITY COMPANY CERTIFICATE OF AUTHORITY

I, _____, a Manager or Member
of (name of manager)
_____, L.L.C, a limited liability company (the "Company"), **DO HEREBY**
(name of company)
CERTIFY that I am a Manager or Member of the Company who has the authority to
act as an agent of the Company in executing this Certificate of Authority. I further
certify that the following individuals are Managers or Members of the Company who
have the authority to execute and commit the Company to the conditions, obligations,
stipulations and undertakings contained in the foregoing Contract between the City and
the Company:

_____	_____
_____	_____
_____	_____
_____	_____

FURTHER, I CERTIFY that all necessary approvals by the Managers or
Members of the Company have been obtained with respect to the execution of said
Contract.

IN WITNESS THEREOF, I have set my hand this ___ day of _____, 20____.
COMPANY SEAL
(if any)

Manager or Member

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON
BEHALF OF YOUR LIMITED LIABILITY COMPANY MUST BE ONE OF THE
INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE
CONTRACTS IN THE NAME OF AND ON BEHALF OF THE LIMITED
LIABILITY COMPANY.**



PARTNERSHIP CERTIFICATE OF AUTHORITY

I, _____, A General Partner in _____,
(name of general partner)

a _____ County, Partnership (“the Partnership”) (county of
registration) (state in which county lies)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant
to a Partnership Agreement dated _____, and that the following is a true and
(date of meeting)

correct excerpt from the minutes of the meeting of the General Partnership held on _____
and that the same is now in full force and effect:

“RESOLVED, that each General Partner is authorized to execute and deliver, in the name and
on behalf of the Partnership, any agreement or other instrument or document (“Contract”) in
connection with any matter or transaction that shall have been duly approved; and the execution
and delivery of any Contract by a general partner shall be conclusive evidence of such
approval.”

FURTHER, I CERTIFY that the following persons are General Partners:

FURTHER, I CERTIFY that any of the aforementioned General Partners of the Partnership
are authorized to execute and commit the Partnership to the conditions, obligations, stipulations and
undertakings contained in the foregoing Contract between the City and the above-referenced
partnership that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20 _____.

CORPORATE SEAL
(if any)

General Partner

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR
PARTNERSHIP MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON
AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE
PARTNERSHIP.**



UNINCORPORATED ASSOCIATION CERTIFICATE OF AUTHORITY

I, _____, Secretary of _____,
(name of association secretary)

an unincorporated association (the "Association"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on _____, and that the same is now in full (date of meeting)

Force and effect:

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of an on behalf of the Association and under its Association seal or otherwise, any agreement or other instrument or document ("Contract") in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____ is Chairman
_____ is President,
_____ is/are Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers of the Association are authorized to execute or guarantee and commit the Association to the conditions, obligations, stipulations, and undertakings contained in the foregoing Contract between the City and the above-referenced Association and that all necessary Association approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20____.
CORPORATE SEAL
(if any)

Association Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR ASSOCIATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE ASSOCIATION.

City of Detroit
Office of Contracting and Procurement

CONSOLIDATED AFFIDAVITS

The following attestations must be provided to the City of Detroit as part of the contract approval process. Please fill out required information, attach required supplemental documents and have it notarized before uploading

I. HIRING POLICY COMPLIANCE

I _____, being duly sworn, state that I am the _____ of

_____, and that I have reviewed the hiring policies of this employer, I affirm that these policies are in compliance with the requirements of Chapter 17, Article V, Division 6 of the 2019 Detroit City Code, being Sections 17-5-261 through 17-5-266 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, **I HAVE ATTACHED A COPY OF THE APPLICATION** that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

II. SLAVERY ERA RECORDS AND INSURANCE, AND PRISON INDUSTRY AND IMMIGRATION DETENTION SYSTEM RECORDS AND INTERESTS DISCLOSURE. YOU MUST COMPLETE EACH ITEM (4,5, 6 AND 7).

(a) Name of Contractor: _____

(b) Address of Contractor: _____

(c) Name of Predecessor Entities (if any): _____

(d) Prior Affidavit Submission? ___ No ___ Yes, on: _____
(Date of prior submission)

(e) ___ Contractor was established in (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

OR

___ Contractor has searched its records and those of any predecessor entity, and has found no record that Contractor or any predecessor(s) made any investments in, or derived profits from, the slave industry or slave holder insurance policies.

OR

___ Contractor has found records that Contractor or its predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

(f) ___ Contractor has searched its records and those of any and all predecessor entities, and has found no record that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons.

OR

___ Contractor has found records that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons. The nature of the use of inmate labor, profits, or investments is disclosed in the attached document(s).

(g) ___ Contractor has searched its records and those of any and all predecessor entities, and has found no record that indicates Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States.

OR

___ Contractor has found records that indicate Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States. The nature of the profits or investments is disclosed in the attached document(s).

I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge, and that all documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

III. COVENANT OF EQUAL OPPORTUNITY

I, _____ being a duly authorized representative of _____, (hereinafter “Contractor”), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter “Covenant”) with the City of Detroit, (“hereinafter” City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or application for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job, assignment, tenure, terms, conditions, or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under Section 23-2-6 of the 2019 Detroit City Code.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time until after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to Section 23-4-11(e) of the 2019 Detroit City Code.

RFP/Contract No.: (if applicable)

IV. STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

City Charter Sec. 4-122: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“Statement of Political Contributions and Expenditures”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Sec. 4-122 of the 2012 Detroit City Charter, please provide the following information. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

SIGNATURES AND ACKNOWLEDGEMENT:

I understand that the information provided in this consolidated affidavit will be relied upon by the City of Detroit in awarding the proposed bid, solicitation, contract, or lease. I swear or affirm that I have read this document, that I have the authority to provide these disclosures and to bind the Contractor, and that the information provided herein is accurate. I have attached all required supplemental documents.

Sign name: _____

Print name: _____

Title: _____

STATE OF MICHIGAN)
_____ COUNTY)

Sworn and subscribed to before me on _____, 20____, by _____,
DateName

the _____ of _____.
TitleContractor

Sign: _____

Print: _____

Notary Public, _____ County, Michigan

Acting in _____ County

My Commission Expires: _____

Required Documentation

Sample Employment Application

Attach a copy of a sample employment application attesting that the employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract

Income and Revenue Tax Clearance

Approved clearances are not required to submit a response to the RFP but will be required of the successful respondent prior to City Council approval. Submit requests for clearances electronically via a link in the bid response Requirement Section in the Supplier Portal. Attach evidence showing you have submitted or received clearances. Please use the below URL to complete the Income Tax and Account Receivables Clearance process:

<http://bit.ly/detroitclearances>

Three (3) Years Financial Information

Attach your organization's financial statements (Balance Sheets, Income Statements and Statement of Cash Flows) for the previous three (3) years. Please **do not** submit your tax returns.

System of Awards Management

Attach a PDF screenshot to show proof of registration, or of SAM documentation.(grant funds only).

EXHIBIT I

(ENVELOPE NO. 1 QUALIFICATIONS)
DEBARMENT SUSPENSION AFFIDAVIT

STATE OF _____)

) ss

COUNTY OF _____)

I, _____, being first duly sworn deposes and says as follows:

6. That I am

_____,
(owner, partner, officer, representative, or agent)

of _____, the respondent that has submitted the attached proposal.

7. That I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
8. That statements in this affidavit apply to bidder's parent, subsidiaries, affiliates, joint venture partner and any person who owns ten (10%) percent or more of the bidder.
9. That the bidder has not been determined to not be responsible by any agency requesting bids or qualifications for a project.
10. That the bidder has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding or contracting.
11. That no government or other public agency has requested or required enforcement of any of its rights under a surety agreement on the basis of the bidder's default or in lieu of declaring bidder in default.
12. That there are no proceedings pending relating to bidder's responsibility, debarment, suspension, voluntarily exclusion or qualifications to receive a public contract.
13. That bidder is not the subject of any pending investigation by any grand jury, commission, committee or other entity or agency or authority of any state or the federal government in connection with the commission of a crime.
14. That within the past five (5) years, bidder has not refused to testify or to answer any question concerning a bid or contract with any federal, state or local governmental entity, any public authority or other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath.
15. That bidder has not within the three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.

No response to this Request for Qualifications/Proposals may be withdrawn for at least 120 days after the actual opening of the qualifications/proposals. The DBA reserves the right to waive any irregularity in any qualifications/proposals, and to reject any or all qualifications/proposals, should it be deemed in its best interest. If additional information is needed regarding this RFQ, please contact Marc Tirikian of the DBA at (313) 600-4876.

Marc Tirikian
Project Architect
Detroit Building Authority
1301 Third Street, Suite 328
Detroit, MI 48226

END OF ADVERTISEMENT

RFQ/P Issue Date: Tuesday, September 2, 2025
DBA RFQ/P Reference: CAYIA – Capital Improvements 2025-26
Owner / Contracting Entity: City of Detroit Building Authority (DBA)
1301 Third Street, Suite 328
Detroit, Michigan 48226

Pre-Submittal Meeting Date: **Tuesday, September 9, 2025 at 11:00 AM EDT**
Meeting Location: Coleman A. Young International Airport, 11499 Conner St., Detroit, MI 48213

Pre-Submittal Questions: No later than - Thursday, September 11, 2025, 4:00 PM EDT
All questions must be submitted online at BidNet Direct

Submittal Deadline: **Monday, September 15, 2025; 3:00 P.M. EDT**

Contact for this RFQ/P: Marc Tirikian, DBA Project Architect
Email: tirikianm@detroitmi.gov
Phone: (313) 600-4876

Submittals to: BidNet Direct (online)

Intent of this RFQ/P

The DBA is soliciting the submission of complete Statements of Qualifications and Proposals using the forms provided in the RFQ/P Documents (Section 6A & 6B) for the provision of comprehensive Construction Management Services necessary and appropriate to the preconstruction, construction, and post construction start-up/commissioning of the New Administrative Office at the Coleman A Young International Airport, located at 11499 Connor St., Detroit, Michigan, 48213, (the “Project”).

It is the intent of the DBA to:

1. Secure Statements of Qualifications and Proposals certifying the Proposing Entity's qualifications, experience, proven expert capability, capacity and commitment to provide and make available key personnel, and proposed competitive fees; and
2. Select and contract with the selected Proposing Entity (the CM) for provision of comprehensive professional construction management and contract administration services for the Project, in accordance with the requirements set forth in this RFQ/P.

CAYIA has contracted with Kimley-Horn Associates for full professional architectural and engineering services (AE Services) to provide construction documents, including plans and specifications (supporting multiple bid packages) necessary for the competitive procurement and permitting of construction using lump sum contracting formats. The CM will work closely with the AE during the pre-construction stages of the Project, providing CM Services which include providing timely constructability reviews, developing work scopes and estimates for bid packages, preparing coordinated bidding documents for procurement, and preparing procurement and construction schedules.

The selected and contracted CM will be required to immediately commence the provision of CM Services necessary to evaluate and make detailed recommendations to the DBA for establishing overall Project management and administrative procedures. The CM will, after review and comment by the DBA, prepare and implement the Project management and administrative procedures through Project completion, including, the issuance of any necessary Certificate of Occupancy.

Submitting a Proposal

All Statements of Qualifications and Proposals are required to be prepared and submitted in strict compliance with Section 2 - INSTRUCTIONS FOR SUBMITTING A PROPOSAL of this RFQ/P.

The submission of Statements of Qualifications and Proposals is strictly voluntary on the part of the Proposers; the DBA accepts no responsibility to any Proposing Entity for any costs of preparing and submitting a Proposal to this RFQ/P.

Statements of Qualifications and Proposals must be submitted on BidNet Direct no later than the Proposal Deadline indicated on Page 4.

The Proposing Entity is required to include a Proposal Bid Bond in the amount of 3% of the aggregate Proposal amount. Late submittals will not be accepted.

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SECTION 1 – DEFINITION OF TERMS USED IN THIS RFQ/P DOCUMENT

The following capitalized words or acronyms used in this RFQ/P shall have the following meaning:

Owner or DBA means the City of Detroit, Detroit Building Authority, a public body corporate.

Board of Commissioners or DBA Board shall mean the governing body of the DBA.

Owner's Representative refers to the designated representative appointed to coordinate design and construction services for the DBA.

City means the charter City of Detroit, Michigan

DFD means the City of Detroit, Detroit Fire Department

CAYIA Coleman A Young International Airport

City BSEED means the City of Detroit, Buildings, Safety Engineering & Environmental Department

Professional AE Consultant or AE refers to Kimley-Horn Associates under contract with the CAYIA to provide complete full architectural and engineering services for the Project

Facility refers to the existing facility, site work, and proposed construction located at the Coleman A. Young International Airport at 11499 Connor St., Detroit, MI 48213.

RFQ/P Documents means this Request for Qualifications and Proposals for construction management services for the Coleman A Young International Airport New Administrative Office at 11499 Connor St., Detroit Michigan 48213, and the documents incorporated herein by reference.

Addendum or Addenda refers to a written document duly issued by the DBA prior to the Proposal Deadline, which modifies or changes this RFQ/P.

Proposal refers to a submitted response to this RFQ/P using the Proposal Form describing and explaining the qualifications, capacity, experience, methods, and fees / costs of the CM's Services.

Statement of Qualifications Form refers to the form provided as Section 6A of this RFQ/P in its entirety.

Proposal Form refers to the form provided as Section 6B of this RFQ/P in its entirety.

Proposing Entity or Respondent shall mean a qualified firm, corporation, or joint venture legally constituted prior to submitting a Proposal to the DBA in response to and consistent with the requirements of this RFQ/P.

DBA's Construction Manager or "CM" refers to the entity employed by the DBA to coordinate, procure, manage and administrate construction contracts required for the timely and full completion of the Project to a condition ready for use and operation by DPD and its tenants.

Construction Management Agreement or Agreement shall mean the executed contract between the selected Proposing Entity and the DBA

CM Services refers to the professionally rendered activities performed by the CM on behalf of the DBA relative to the Project, as generally described in Section 4, Scope of Services

"At Risk" CM Format refers to the terms and conditions incorporated into the CM Agreement obligating the CM to complete the Project for a guaranteed not-to-exceed amount established and agreed upon between the CM and DBA prior to the commencement of the construction of the Project.

Work or Construction Work refers to all aspects of the construction process required to complete the installation of the materials, equipment, and systems comprising the Project, including labor, general conditions, supervision, and administration.

Bid or Bid Package means documents prepared and assembled by the CM for, upon the DBA's prior authorization, the public advertisement and solicitation by the CM of competitive bids conforming to the DBA's procurement requirements.

Key Personnel refers to the CM's management and administrative personnel assigned to provide CM Services, subject to the approval of the DBA.

Project means the provision of comprehensive Construction Management Services necessary and appropriate to the coordination and management of the preconstruction, construction and post construction start-up/commissioning of the CAYIA New Administrative Office, Detroit, Michigan, 48219.

SECTION 2 – INSTRUCTIONS FOR SUBMITTING STATEMENTS OF QUALIFICATIONS AND PROPOSALS

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- 2.1 Submittal Requirements
 - a) Deadline for Submittals
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- 2.2 Pre-Submittal Meeting and Site Tour
- 2.3 Conditions for Submitted Statements of Qualifications and Proposals
- 2.4 Proposal Content
- 2.5 Revisions to this RFQ/P
- 2.6 Exceptions to the Proposal Documents
- 2.7 Proposing Voluntary Alternates
- 2.8 Information and Questions Regarding this RFQ/P
- 2.9 DBA's Procurement Policy
- 2.10 Request for Explanation if not submitting a Response to RFQ/P

2.1 Submittal Requirements

a) Deadline for Submittals: The deadline for the submission of Statements of Qualifications and Proposals shall be no later than the date and time listed on page 4 of this RFQ/P. No change in the Deadline date and time shall be made except by an Addendum issued by the DBA in accordance with the terms of this RFQ/P. Submittals received after the Deadline shall be considered unresponsive and not accepted. Each Proposing Entity is responsible to insure that its submitted Statement of Qualifications and Proposal is received on **bidnetdirect.com** prior to the Submittal Deadline.

b) Form of Submittals: Statements of Qualifications and Proposals shall be prepared and submitted using only the Forms provided in Sections 6A and 6B of this RFQ/P; the Forms must be fully completed.

All Qualifications and Proposals shall be submitted online at **bidnetdirect.com** prior to the Submittal deadline.

c) Signatures: The submitted Forms shall be signed in **ink** (no digital signatures) without modification by an authorized official of the Proposing Entity certifying the accuracy and correctness of the submittal. Any "lined out" corrections on the Proposal Form must be initialed and dated in ink by the person signing the submittal.

d) Proposal Delivery: Proposals must be submitted in the following two (2)-envelope format online at **bidnetdirect.com**:

ENVELOPE NO. 1 QUALIFICATIONS: The written qualifications listed in the Evaluation Criteria in Section 7, along with the following requested forms in Sections 6A, 6C, and required Exhibits B through M.

ENVELOPE NO. 2 PROPOSAL: Form of Proposal located in Section 6B.

e) Proposal Bond: The Proposing Entity shall include in the submittal a "Proposal Bond" (using an AIA format) in the amount of three percent (3%) of the aggregate calculated Proposal amount and naming the Detroit Building Authority as the obligee. Proposers unable to obtain and submit the required Proposal Bond are advised not to submit a response to this RFQ/P; submittals

without Proposal Bonds shall be considered non-responsive. The submission of a Proposal Bond shall be construed by the DBA as evidence and assurance of the Proposing Entity's ability to provide without delay of labor and materials payment bond ("Payment Bond") and a performance bond ("Performance Bond"), each using the specified AIA forms and in the amount of one hundred percent (100%) of the contract value.

2.2 Pre-Submittal Meeting and Site Tour

A Pre-Submittal Meeting will be held at the date, time and location indicated on the Cover Page. A Site Tour will be conducted at the end of the meeting. Attendance by an authorized representative for the Proposing Entity at the Pre-Submittal Meeting and Tour is mandatory and a prerequisite for submitting a valid Proposal. The Pre-Submittal sign in sheet shall be the point of reference for distributing all subsequent Addenda.

2.3 Conditions for Submitted Statements of Qualifications and Proposals

The submission of a Statement of Qualifications and Proposal shall serve to establish a conclusive presumption that the Proposing Entity understands and is thoroughly familiar with the specific requirements, local conditions, and type of services associated with this RFQ/P, that the Proposing Entity understands and agrees to abide by all of the stipulations, terms, conditions and requirements contained in the Construction Management Services Agreement and that the Proposing Entity acknowledges the following conditions:

- a) Submission of a signed Statement of Qualifications and Proposals submitted to the DBA, through BidNet Direct, shall represent a voluntary binding commitment offered to the DBA by the Proposing Entity. To be considered, the Statement of Qualifications and Proposal must be prepared and submitted in the specified number and form of copies and delivered in the manner and detail specified in this RFQ/P.
- b) The opening of a submittal by the DBA shall not be construed to indicate that the submittal is responsive.
- c) Submission of a Statement of Qualifications and Proposals is strictly voluntary on the part of the Proposing Entity. The DBA accepts no responsibility for and shall not reimburse any costs incurred by the Proposing Entity in the preparation and submission of the Statement of Qualifications and Proposals.
- d) Any and all documentation submitted with the Statement of Qualifications and Proposals will become the property of the DBA and is not subject to return by the DBA.
- e) The DBA will conduct interviews with one or more of the Proposing Entities deemed most qualified for further evaluation purposes. Such interviews will not modify the submitted Statement of Qualifications and Proposals.
- f) No more than one submittal from any Proposing Entity, including its subsidiaries, affiliated companies or franchises will be considered by the DBA. In the event multiple Statements of Qualifications and Proposals are submitted in violation of this provision, the DBA will have the right to reject all such multiple submittals.
- g) The submitted Statement of Qualifications and Proposals may not be withdrawn or modified and shall remain binding on the Proposing Entity for a period of not less than one hundred twenty (120) days after the opening of the Qualifications/Proposals.
- h) The DBA reserves the right to cancel as well as reject any or all Statements of Qualifications and Proposals, or to accept or reject the same in part, and to waive any minor informality or irregularity in Statements of Qualifications or Proposals received, if it is determined that the best interest of the DBA and the City of Detroit will be served by doing so.

- i) If this RFQ/P solicitation for any reason is cancelled or all Statements of Qualifications and Proposals are rejected by the DBA, a notice will be emailed to the address identified in the Proposal or on the Pre-Submittal Meeting sign-in sheet.
- j) A Proposal will not be considered from any person, firm or corporation in the event the DBA becomes aware at any stage of the evaluation process that the Proposing Entity or any of the entities comprising the Proposing Entity
1. is in arrears or in default to the DBA or the City of Detroit on any contract, debt, or other obligation, and/or
 2. is debarred by the DBA or by any of the City of Detroit Departments from consideration for a contract award, and/or
 3. is unable to provide or secure current City of Detroit Human Rights Department and tax clearances, and/or
 4. has committed a violation, which resulted in a termination by the DBA or the City of Detroit of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this RFQ/P.
- k) All submitted Statements of Qualifications and Proposals received by the DBA are subject to public disclosure (Freedom of Information Act) in accordance with federal and state law.

2.4 Proposal Content

- a) The Proposal shall include a fully completed Proposal Form and additional required information requested in Section 6B.
- b) The Proposal Form and all required forms, additional information and documentation, as requested in this RFQ/P, shall be fully completed and signed **in ink** by an authorized official of the Proposing Entity. Exhibits A through N are a part of the RFQ/P Documents and are incorporated herein by this reference. The signed Proposal Form shall represent the binding commitment of the Proposing Entity to provide the CM Services upon acceptance by the DBA.

2.5 Revisions to This RFQ/P

Clarifications, modifications, or amendments may be made solely through Addenda issued at the discretion of the DBA. All Addenda issued by the DBA will be emailed to the address indicated by the attending representatives on the Pre-Submittal Meeting sign in sheet. It is the responsibility of the Proposing Entity to assure that the correct email address is clearly and correctly written on the sign in sheet and to acknowledge all issued Addenda on the Proposal Form.

2.6 Exceptions to the Proposal Documents

The Proposing Entity shall, under section F of the Proposal Form, clearly identify any exceptions taken or included in the Proposal that deviate from the requirements in the RFQ/P Documents, including the Form of Agreement. Each exception must be clearly defined and referenced to the proper paragraph in the RFQ/P Documents. If no exceptions are stated in section F, the DBA will presume and the Proposing Entity represents that the Proposal is in complete conformance with RFQ/P Documents.

The Proposing Entity shall be responsible for exceptions stated in section F of the Proposal. The Proposing Entity is not permitted to take exception to material terms/conditions in the Form of Agreement (i.e., indemnification, subrogation, insurance, ownership of documents, governmental requirements).

The DBA reserves the right to agree or refuse to allow the Proposing Entity to withdraw any or all exceptions after the Submittal Deadline.

2.7 Proposing Voluntary Alternates

The DBA will consider, separate from the base Proposal, voluntary suggestions or alternates to the RFQ/P requirements that the Proposing Entity believes are in the best interests of the DBA and that enhance the quality and value of the CM Services to be provided. The Proposing Entity shall clearly state and identify any Voluntary Alternates only in section G provided on the Proposal Form. The scope or cost impact of any Voluntary Alternates shall not be included, presumed or relied upon in the basic Proposal. The DBA accepts no responsibility or obligation to acknowledge, evaluate, or accept any Voluntary Alternates. The Proposing Entity shall acknowledge the DBA's right to use or incorporate into the scope any Voluntary Alternate or portion thereof without obligation to any Proposing Entity.

2.8 Information and Questions Regarding this RFQ/P

Each Statement of Qualifications and Proposals that is received and is compliant with the Submittal Requirements will be evaluated on its own merit and the completeness of the provided information. In preparing Proposals, each Proposing Entity is advised to rely solely on the contents of this RFQ/P and accompanying documents and any written clarifications or Addenda issued by the DBA.

If a Proposing Entity finds a discrepancy, error, or omission in the RFQ/P Documents, or requires any written clarification thereto, the Proposing Entity shall notify the DBA by email addressed to the DBA's RFQ/P Contact noted on the Cover Page of this RFQ/P. Should the DBA in its reasonable opinion determine that a response is necessary, a written clarification will be issued in the form of an Addendum to this RFQ/P.

All questions regarding this RFQ/P must be submitted before the Pre-Submittal Question Deadline in writing online at BidNet Direct. Contact with other DBA employees, officers or Board members, or any consultants or agents of the DBA regarding this RFQ/P is not permitted after the RFQ/P Issue Date stated on the Cover Page of this RFQ/P. All answers to questions regarding this RFQ/P, when deemed appropriate by the DBA, shall be issued in the form of an Addendum online.

Respondents submitting proposals may be required to make oral presentations to designated City representatives. The issuing office, if required, will schedule such oral presentations. Respondents must pay any travel costs incurred for such presentations.

2.9 DBA's Procurement

It is the intention of the DBA that procurement be conducted in an open and responsible manner providing fair opportunity to all qualified contractors, material and equipment suppliers and vendors, to the extent that final procurement will be accomplished without sacrifice of quality, as determined in the sole discretion of the DBA to be in the best interest of the DBA and the City of Detroit, including compliance with the City of Detroit's Executive Order 2024-02.

2.10 Request for Explanation if not Submitting a Response to RFQ/P

Proposing Entities, without obligation, who obtain this RFQ/P and decide not to submit a Proposal are requested to provide in advance of the Proposal Deadline a written statement addressed to the DBA Contact identifying the reason(s) for not responding.

SECTION 3 – BACKGROUND INFORMATION & PROJECT OVERVIEW

BACKGROUND FOR THIS PROJECT:

The Coleman A Young International Airport (CAYIA) has requested the assistance of the Detroit Building Authority for construction management services for the New Administrative office. The Project is located at 11499 Conner St., Detroit, MI 48213.

A Project construction budget of \$925,000 has been established for the management of the preconstruction, construction and post construction start-up/commissioning of the CAYIA New Administrative Office.

The CAYIA has retained the A/E services of Kimley-Horn Associates to provide full architectural and engineering services for the Project. Kimley-Horn has been working with the CAYIA and the DBA to establish the program and schematic plans for this Project.

The DBA has committed to contract for Construction Management Services with a qualified firm experienced in construction and improvements to projects of similar size and scope. Kimley-Horn will work cooperatively with the DBA's Construction Manager (CM) and Owner's Representative who will be responsible for determining and assembling multiple bid packages using the DBA and CM "boilerplate" front-end documents and incorporating Kimley-Horn's construction documents according to the sequence and schedule approved by the DBA. The number of bid packages shall be determined and prepared by the CM with the assistance of the DBA, Owner's Representative, and Kimley-Horn.

Kimley-Horn Associates will provide construction administration, which includes: review and sign off on construction payment applications, field observation and assistance, shop drawing review and approval, responding to Requests for Information (RFI's), record documentation, and assistance only with start-up and commissioning.

SECTION 4 – SCOPE OF SERVICES

SCOPE OF SERVICES: The Construction Manager will be responsible for providing professional and comprehensive Construction Management Services necessary and incidental for securing DBA Project approval, for publicly soliciting Bids and contracting the Work, for the complete construction of the Project, and for administering and for supervising the preconstruction, construction and completion/ start-up and commissioning of the Work, including coordination at all times with the DBA.

The CM Services shall, without being limited, include:

- Preparing and recommending detailed Project management and administration procedures
- Assisting the DBA with Project scope development & use / benefit (ROI) assessment
- Preparing conceptual Project schedules, budgets / estimates, and cash flow projections
- Preparing individual and consolidated monthly updated schedules, budgets, progress status reports and cash flow projections
- Coordinating with the DBA's AE Services Consultant the design, phasing requirements, number of Bid Packages for the Project during the preparation of procurement and construction plans and documents
- Conducting and coordinating reviews with the DBA and governing entities having jurisdiction (codes and permitting) during the Project scope development, design development and construction
- Preparing and delivering to the DBA prior to the receipt of Bids preliminary schedules and estimated costs for each Project / Bid Package.
- Preparing procurement documents and publicly soliciting competitive Bids for the construction of the Project in strict compliance with the DBA's approved procurement procedures
- Opening with the DBA representatives and evaluating the received Bids and proposing cost reduction alternatives where the Project line-item budget is exceeded
- Coordinating with the DBA the Furniture, Fixtures, and Equipment Package and the Security Package.
- Preparing and negotiating with the DBA a reasonable Guaranteed Not-to-Exceed Amount, including an Owner's controlled contingency, not to exceed 10% and CM provided 100% performance and 100% payment bond for the Project
- Providing a 100% performance and 100% payment bond for the full amount of the CM Services fee and general conditions and subcontractor bonding, if required by the CM, will be considered part of the CM fee
- Executing, administering and providing direct supervision for all DBA approved construction contracts for the construction and commissioning of the Project
- Arranging for and contracting for independent quality control inspection services
- Preparing accurate cash flow projections, processing invoices for construction contracts, and assembling monthly invoices in cooperation with the DBA
- Obtaining, organizing and providing the DBA with all contractor insurance, bonds, waivers, sworn statements, warranties, operating and start-up manuals, and contractor furnished as-built drawings and cut sheets

The CM will report to and receive direction from the DBA Owner's Representative or other person designated by the DBA.

The CM Services will incorporate the General Terms and Conditions and Form of Agreement issued with this RFQ/P.

A summary of the anticipated scope of CM Services includes, without being limited to:

Pre-Construction Services

The Construction Manager will coordinate and oversee analysis, consultation, advice, and reasonable recommendations relating to the design, planning and administration of the Project, including, but not limited to the following:

- i) Establish documentation requirements;
- ii) Complete Design Reviews. The reviews should include, but are not limited to:
 - (1) Input on Design – review recommendations during the design process. This effort will identify opportunities for cost, schedule, or operation/maintenance savings that can be achieved without adversely impacting the safe operation, design intent or functional quality.
 - (2) Constructability Reviews – are intended to address the ability to successfully construct the design as intended. Review means and methods intended to reduce cost, improve schedule, and worker safety.
 - (3) Phasing and Logistics – will be an integral part of construction. Develop a coordinated phasing, sequencing and staging plan. Assist the AE Consultant in developing documents in such a manner to facilitate the efficient phased bidding and construction.
- iii) Schedule Development – The Construction Manager will be required to develop a detailed coordinated schedule using an established format acceptable and accessible for use by the DBA. The schedule will identify detailed work activities in relationship to the City Departments and User. The Construction Manager will be required to obtain DBA approval for the schedule and for deviations from the approved schedule, including development and implementation of schedule recovery strategies when required.
- iv) Budget development; in conjunction with the AE Consultant, establish Project budgets acceptable to the DBA. The Construction Manager will be required to obtain DBA written approval for the budgets. After approval of the initial budgets, monitor project development and execution to ensure conformance with the budgets. For deviations from the approved budget, develop rectification strategies and implement their execution.
- v) Bidding: Using bidding documents developed by the AE Consultant, bid the work. Receive and evaluate bids and make contract recommendations to the DBA. Prepare construction contracts.
- vi) Monthly Reporting – The CM will provide the DBA with monthly progress reports (See Exhibit A).
- vii) Security – The CM will provide job site security from pre-construction until acceptance of Certificate of Occupancy from the DBA.
- viii) Builder's Risk – The DBA will have the CM listed on the City of Detroit's builder's risk insurance policy for this Project.
- ix) Ribbon Cutting Ceremony – Coordinate with DBA, DPD, and the City's Communication Director the Ribbon Cutting for the Project. Include the purchase of ceremonial shovels, invitations, furniture & equipment rentals, and project site signage.

Construction Phase Services and Post-Construction Phase Services:

The Construction Manager (CM) shall provide the following Services for the Project:

- i) Prepare and execute construction contracts upon receipt of the DBA's written approval
- ii) Coordinate the Work with the DBA.
- iii) Coordinate access, unloading, storage, temporary facilities/equipment and trash removal for the Project
- iv) Review of payment requests, including coordinating with the AE Consultant, acceptance of materials, review of completed work, organization of any required testing, coordination with authorities having jurisdiction, and receipt of final record documentation.
- v) Permits – Coordinate with the AE Consultant and those entities having jurisdiction over the Project to ensure that all necessary permits are obtained in a timely fashion, in support of the schedule.
- vi) Coordinate with the DBA and its Owner's Representative the site management, including the allocation of storage areas, jobsite trailers, site access, site maintenance, jobsite safety and security, waste removal, etc.
- vii) Monthly Reporting – The CM will provide the DBA with monthly progress reports during construction, including, when requested, presentations to the DBA Board (See Exhibit A).
- viii) Start up and Commissioning of System - The CM shall be responsible for coordinating with the DBA and overseeing the start up and commissioning appropriate and incidental to the Project
- ix) Post Construction –
 - (1) Supervise completion of all punch lists;
 - (2) Coordinate the completeness and delivery of marked up "as-built" plans to the DBA's AE Consultant for incorporation into record drawings that meet the DBA's requirements;
 - (3) Obtain, review for completeness and deliver operations and maintenance manuals and warranties to the Project Manager
 - (4) Arrange and coordinate the training of the Facility operations personnel as required by the specifications;
 - (5) Receive and review warranties of the systems;
 - (6) Ensure closure of all permits;
 - (7) Address post construction insurance requirements;
 - (8) Resolve all claims;
 - (9) All other requirements of the General Terms and Conditions.
- x) Security – The CM will provide job site security from pre-construction until acceptance of Certificate of Occupancy from the DBA.
- xi) Utilities – The DBA will transfer all utility costs to the CM from pre-construction until acceptance of Certificate of Occupancy.

Drawings & Specifications (For Proposal Purposes Only)

- Proposed Schematic Architectural Drawing Set 60%
- Proposed Schematic Civil Drawing Set 60%

SECTION 5 – SPECIAL INSTRUCTIONS, TERMS AND CONDITIONS

- 1) **CONTRACT TERM:** The contract term commences upon issuance of the DBA's Notice to Proceed and will last until completion and commissioning of the Project is complete and a Final Certificate of Occupancy is issued by the City's BSEED.
- 2) **E-Builder:** The CM will be required to use the DBA's cloud based, construction management software system e-Builder (www.ebuilder.net). E-Builder will be used for all correspondences, submittals, budgets, RFI's, pay application, monthly reporting, etc.
- 3) **PAYMENT:** The CM shall submit consolidated monthly invoices for payment, itemizing separately the charges associated with the Project and each construction contract, using a Schedule of Values acceptable to the DBA. The DBA will pay the CM for DBA authorized work based upon submission of a correct and complete invoice in accordance with the Form of Agreement and General Terms and Conditions. It is the intent of the DBA to pay correct and complete invoices within 45 days.
- 3) **INSURANCE SUBMISSION REQUIREMENTS: Proof** of insurance as stated in the insurance requirements listed in the Form of Agreement and General Terms and Conditions of this RFQ/P will be required within five (5) days of request.
- 6) **KEY PERSONNEL:** The Proposing Entity upon award of a Construction Management Services Agreement by the DBA shall assign the Key Personnel identified in the Statement of Qualifications, if deemed acceptable to and approved by the DBA.

The Proposing Entity shall agree that, once assigned to the Project, Key Personnel shall not be removed or replaced without prior written concurrence from the DBA.

If a Key Person is not available to perform the CM Services appropriate for the assigned position for a continuous period exceeding fifteen (15) calendar days, or is, for reasons beyond the Proposing Entity's control, unable to devote a full effort or performance appropriate to the position, the Proposing Entity shall immediately notify the DBA, and shall, subject to the concurrence of the DBA, replace such personnel with personnel of equal or superior credentials, experience, ability and qualifications.

7) **EQUAL EMPLOYMENT OPPORTUNITY AND ANTI-DISCRIMINATION PRACTICES**

The Proposing Entity shall comply to the fullest extent permitted or required by law with the following:

- a) Compliance with Fair Employment Laws. The Proposing Entity agrees that, in connection with the Project, it shall comply with the United States Constitution and all federal, state, and local laws, rules, and regulations governing fair employment practices and equal employment opportunity. The Proposing Entity shall promptly furnish any information requested by the City of Detroit or its Human Rights Department with respect to this subsection a.
- b) Human Rights. The Proposing Entity shall comply with the rules and procedures applicable to the Proposing Entity adopted by the Civil Rights, Inclusion and Opportunity Department (CRIO) of the City of Detroit pursuant to the 1997 City of Detroit Charter and the Detroit City Code.
- c) Ordinance No. 20-93. The Proposing Entity voluntarily agrees that it shall use its best efforts in the performance of the Work, and shall require all subcontractors hired to perform portions of the Work to use their best efforts to comply with goals equal to those set forth

in City of Detroit Ordinance No. 20-93, codified as Detroit City Code 18-5-60 through 18-5-66, "Prevailing Wage and Fringe Benefit Rates Required for City Projects", as amended.

- d. Reporting. Upon commencement of the Construction Work, the Proposing Entity shall thereafter submit to the DBA, at the time it makes application for payment pursuant to Attachment A, monthly written reports evidencing its compliance with City of Detroit Executive Order No. 2024-02 and Subsection 13(d). The Proposing Entity shall require similar reports from each of its subcontractors and shall submit the subcontractor's monthly reports along with its report. Monthly reports shall be submitted to the City of Detroit Civil Rights, Inclusion and Opportunity Department (CRIO) upon receipt as part of its contract information tracking system ("CITS"). Proposing Entity agrees to provide all information required by CRIO to conform to CITS. It further agrees to require by subcontract all its subcontractors to provide all information required by CRIO in relation to the CITS.
- e. Notice to Subcontractors. The Proposing Entity shall notify any subcontractor of its obligations under Section 13 when soliciting subcontractors and shall include all applicable provisions of this Section 13 in any subcontract related to the Work. The Proposing Entity shall take such action with respect to any subcontract as the City may reasonably direct as a means of enforcing such provisions, including sanctions for non-compliance, but shall not otherwise be liable for non-compliance by a contracting party.
- f. Executive Order 2024-02. The Proposing Entity shall comply with the goals established by the City of Detroit's Executive Order 2024-02, which sets goals for the utilization of Detroit-based businesses and small businesses. The Proposing Entity shall contractually require and enforce compliance by all its lower-tier subcontractors to fulfill the requirements of this Section.
- g. DBE, SBE, PARTICIPATION. The Proposing Entity shall, through self-performance or through subcontractor utilization, make every effort ("good faith effort") to utilize Detroit Business Enterprises (DBE) and Small Business Enterprises (SBE) in the performance of the Work consistent with the goals of the City of Detroit's Executive Order 2024-02. A willful or negligent breach of the terms and conditions of these will be regarded as a material breach of the Agreement.

SECTION 6A – STATEMENT OF QUALIFICATIONS FORM

(ENVELOPE NO. 1 QUALIFICATIONS)

The Proposing Entity voluntarily submits the following information to confirm and verify the Proposing Entity's qualifications, experience, capacity and ability to provide the full and comprehensive CM Services contemplated and identified in this RFQ/P relative the construction and turnover of the completed Project.

The Proposing Entity is invited to attach to this form additional relevant (non-sales) evidence of qualifications, experience, capacity, or ability to provide the CM Services, including references the Proposing Entity deems appropriate. The DBA requests that such additional information be reasonable in quantity and presentation.

- a) **Provide information for at least THREE and not more than SIX similar projects completed within the last 5 years costing at least \$2,000,000.00, which included the provision of Construction Management Services involving the coordination of multiple consultants and contractors. Select projects where multiple team members worked together, if possible, that demonstrates the team's capability to perform work similar to that required for this Project. The Project Description for each project should describe the relevance to this Project, including special features such as: public safety institutions and adaptive re-use renovations. Indicate if the project was LEED certified and the level of certification**

A-1) Project Name _____
Location _____
Project Owner _____
Owner Contact: _____ phone _____ email _____
Architect of Record _____
Project Description _____

Gross Project Area (sf) _____
Construction Cost / Contract Value \$ _____
Date of Construction Substantial Completion _____
LEED Certification _____ Level of Certification _____

A-2) Project Name _____
Location _____
Project Owner _____
Owner Contact: _____ phone _____ email _____
Architect of Record _____
Project Description _____

Gross Project Area (sf) _____
Construction Cost / Contract Value \$ _____
Date of Construction Substantial Completion _____
LEED Certification _____ Level of Certification _____

A-3) Project Name _____
Location _____
Project Owner _____
Owner Contact: _____ phone _____ email _____
Architect of Record _____
Project Description _____

Gross Project Area (sf) _____
Construction Cost / Contract Value \$ _____
Date of Construction Substantial Completion _____
LEED Certification _____ Level of Certification _____

b) The Proposing Entity proposes and commits to assign the following individuals to the Key Personnel Positions indicated below for the duration of this Project' (Provide hourly billing rates for each position which include all wages, fringe benefits, bonuses, taxes and insurance, administrative costs, vehicle allowances, corporate overheads and CM fees). Provide a matrix that graphically depicts which Key Personnel worked on the projects listed in section a. The matrix must include the name and role that the person performed on the identified project.

Project Executive (compensation is included in CM fee) _____

Project Manager _____

Project Engineer _____

Project Estimator / Procurement _____

Project Superintendent _____

Assistant Project Superintendent _____

Project Accountant _____

Document Control _____

Compensation for all positions above the Project Manager shall be included in the CM Fee.

c) Provide the following Information:

Corporate Organization Chart (attach)

Surety / Bonding Company _____

Current Experience Modification Rating: _____

Scheduling Program Formats _____

Project Cost Tracking System _____

Sample of the following proposed document to be used by the CM in Bid Packaging

- Proposed Subcontract Agreement
- Proposed General Terms & Conditions
- Proposed Start-up and Close-out Procedures
- RFI and Submittal tracking procedures
- Project Website (Optional)
- Safety Record – DART and Lost time incident rate

SECTION 6B – PROPOSAL FORM
(ENVELOPE NO. 2 PROPOSAL)

**REQUEST FOR QUALIFICATIONS/PROPOSALS
FOR
CONSTRUCTION MANAGEMENT SERVICES
FOR THE
NEW ADMINISTRATIVE OFFICE
FOR
COLEMAN A YOUNG INTERNATIONAL AIRPORT
(CAYIA)
AT 11499 CONNOR STREET
DETROIT, MI 48213
(DBA #04-0008/CPO #6007213/SPO #3084758)**

CAYIA – Capital Improvements-2025-26

NAME OF PROPOSING ENTITY: _____

PROPOSING ENTITY ADDRESS: _____

DUNN & BRADSTREET NUMBER (DUNS #): _____

CONTACT NAME: _____

TELEPHONE: _____

FAX: _____ E-MAIL ADDRESS: _____

DATE: _____

This Proposal is hereby submitted to the DETROIT BUILDING AUTHORITY (herein referred to as “the DBA”) located at the Detroit Public Safety Headquarters, 1301 Third Street, Suite 328, Detroit, MI 48226.

A. PROPOSAL

The Undersigned, on behalf of the Proposing Entity, certifies to the DBA that the Proposing Entity, having examined the documents comprising the DBA’s “Proposal for Construction Management Services, CAYIA New Administrative Office” and having sufficiently inspected the Site, hereby tenders to the DBA this Proposal to furnish professional and expert Construction Management Services as set forth and contemplated in the RFQ/P Documents.

B. EXECUTION OF THE AGREEMENT, COMMENCEMENT OF SERVICES

The Undersigned on behalf of the Proposing Entity,

1. Certifies that, by the act of submitting this Proposal, the Proposing Entity is prepared and agrees to execute, without modification, the Construction Management Services Agreement

(the Agreement) substantially in the form and content attached hereto as Exhibit O, incorporating the portions of this Proposal deemed appropriate to the DBA.

2. Agrees, pending the DBA's preparation of the Agreement, to start immediately upon receipt of a written Letter of Intent to Award / Notice to Proceed from the DBA, to mobilize and initiate the provision of the Services without delay and to diligently pursue the performance of the CM Services and completion of the Project according to the reasonable schedule requirements of the DBA.

C. INSURANCE & PERFORMANCE / PAYMENT BONDS

The Undersigned, on behalf of the Proposing Entity, agrees to provide prior to the execution of an Agreement or upon receipt of Letter of Intent to Award / Notice to Proceed from the DBA, satisfactory proof of insurance required in types and coverage and minimum limits specified in the RFQ/P Documents and proof of ability to secure 100 % performance & payment bonds.

D. ADDENDA

The Undersigned on behalf of the Proposing Entity acknowledges receipt of the following addenda that specify revisions to and are incorporated into the RFQ/P Documents:

Addendum No. _____, dated _____ Addendum No. _____ dated _____
Addendum No. _____, dated _____ Addendum No. _____ dated _____

E. PROPOSED CM SERVICES AND PRICING

The Undersigned, on behalf of the Proposing Entity, proposes the following CM Fees and Reimbursable Costs based on Total Construction Costs of \$ 925,000.00.

1. **Proposed CM Fee** inclusive of all corporate overheads and profits, subcontractor bonds if required by the CM, compensation for CM Services above the Project Manager position.

_____ % of the Total Construction Project Costs

Alternate Proposed for CM Fee – Fixed Lump Sum \$ _____

2. **Proposed Reimbursable CM General Conditions** inclusive of all costs related to project staff wages, fringe benefits, taxes & insurance, bonuses, vehicle allowances, Project utilities, Project security, Project offices, office equipment, offices supplies, computers, printers, phones, faxes, and other reimbursable costs required to provide the specified CM Services for the Project, excluding performance and payment bonds and building permit fees, and start-up commissioning.

\$ _____ Guaranteed not-to-exceed reimbursable CM GC costs

3. **Proposed 100% Performance and 100% Payment Bonds** based on a total construction budget of \$ 925,000.00.

\$ _____ Guaranteed not-to-exceed

F. EXCEPTIONS TO THE RFQ/P DOCUMENTS

The Proposing Entity takes exception to the following requirements of the RFQ/P Documents (refer to section of the RFQ/P for conditions regarding exceptions stated below):

G. VOLUNTARY ALTERNATES

The Proposing Entity offers for the DBA's consideration the following Voluntary Alternates. The Proposing Entity acknowledges that the DBA is under no obligation to review, evaluate or accept any Voluntary Alternate, and that the Proposing Entity has not, in any way, relied on or presumed the DBA's acceptance of these Voluntary Alternates in the preparation of this Proposal. The Proposing Entity acknowledges that the offered Voluntary Alternates have no exclusivity or copyright that prohibits the DBA from using any portion or version relative to the solicitation and procurement of CM Services.

No Proposal shall be considered valid which has not been manually signed in ink in the appropriate space below:

This Proposal is hereby tendered to the Detroit Building Authority on behalf of the Proposing Entity on the _____ day of _____, 2025.

The Undersigned, under penalty of perjury, certifies that:

1. I have the legal authorization to bind the Proposing Entity.
2. I have submitted the Qualifications and Proposal of the Proposing Entity in full compliance with this RFQ/P, and I have executed on behalf of the Proposing Entity on the Proposing Entity's letterhead, the following affidavit.

SECTION 6C – BUSINESS INFORMATION QUESTIONNAIRE
(ENVELOPE NO. 1 QUALIFICATIONS)

Failure to complete this form may result in your Proposal being deemed nonresponsive and rejected without any further evaluation.

LEGAL NAME OF PROPOSING ENTITY _____

PRINCIPAL OFFICE ADDRESS _____

PRIMARY CONTACT _____ PHONE NO _____ EMAIL _____

WEB SITE _____

FORM OF OWNERSHIP (Check One)

Corporation () LLC () Joint Venture ()

State of Incorporation/Registration _____

Date of Incorporation/Registration _____

Limited Partnership () General Partnership () Individual ()

LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS AND OWNERS

Name / Title	Name / Title
_____	_____
_____	_____
_____	_____

LIST OF CORPORATE DIRECTORS

Name	Principal Business Affiliation (Other Than Proposing Entity)
_____	_____
_____	_____
_____	_____
_____	_____

ADDITIONAL INFORMATION REQUIRED BY THE DBA

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

Name / Address	Name / Address
_____	_____
_____	_____
_____	_____

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST:

Identify any contract(s), including any contract involving an employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the Detroit Building Authority, or with any of its board members or officers.

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

(Name of Proposing Business)

By _____
(Signature) Date

(Title)

SECTION 7 – EVALUATION CRITERIA (ENVELOPE NO. 1 QUALIFICATIONS)

EVALUATION:

Submitted Statements of Qualifications and Proposals received by the Deadline will be initially reviewed to confirm that the submittal complies with the requirements for minimum qualifications. Statements of Qualifications and Proposals in compliance with the minimum requirements will be evaluated by an Evaluation Committee comprised of, at a minimum, three DBA representatives, the DBA's Owner's Representative and DBA's Architect / Engineer. Statements of Qualifications and Proposals shall initially be reviewed for completeness.

All complete Statements of Qualifications and Proposals will be evaluated based on the best qualified value considered by the evaluators to be in the best interests of the DBA and the city of Detroit.

The Proposing Entity is advised that the Evaluation Committee will consider in its evaluation:

- The confirmed statement of qualifications
- Recent CM experience on similar size and scope projects
- The proposed CM Fee
- Assessment of the completeness and cost of the proposed general conditions
- The reasonableness of the proposed contract agreement and CM general conditions

The DBA reserves the right to make such additional investigations and conduct interviews with any Proposing Entity as it deems necessary to and appropriate in selecting the most responsive and competitive Proposal and may require the submission of additional information.

The DBA also reserves the right to waive any irregularity in any Proposal, and to reject any or all Proposals, should it be deemed in its best interest.

EVALUATION CRITERIA

Qualifications should be as concise and directly to the point as possible. The presentation should be submitted corresponding to the following list of evaluation criteria:

1. Mandatory Form – Affidavit of Non-Collusion must be submitted. **(See Exhibit B).**
2. Mandatory Form – Resolution of Authority must be submitted. **(See Exhibit I).**
3. A description of any Affirmative Action Program of the Respondent and resolution of any sanction regarding such an Affirmative Action Program. **(Mandatory statement to be submitted on company or individual letterhead).**
4. The Respondent shall identify any pending or threatened litigation and/or regulatory action that could have an adverse impact on the Respondent's ability to perform the requested services. **(Mandatory statement to be submitted on company or individual letterhead).**

5. Provide your firm's proposed project organization and team for both preconstruction and construction phases. Experience working as Construction Manager at Risk.
 - a. Describe the professional experience of Respondent, including any professional licensing information.
 - b. The use of consultant project managers is acceptable. The Respondent must identify how any consultant project manager will work with the Respondent. Identify roles and responsibilities.
 - c. The use of a joint venture is acceptable **(10) Points**

6. Respondent's capacity and resources to perform the work. Describe the composition of the Respondent's total staff, including clerical group, projected workload and availability of staff for projects. **(10) Points**

7. Technical competence and relevant project experience of key company personnel expected to be assigned to the project, including resumes. The qualifications of the key members of Respondent, especially the day-to-day project manager, should be described in a complete and concise manner. **(20) Points**

8. The qualifications of the construction management firm's experience with office facilities and construction projects, presented in a complete and concise manner. **(15) Points**

9. List experience working on projects other than for the City of Detroit and list the budget and scope of services performed. **(10) Points**

Maximum points for Phase One Criteria not to exceed sixty-five (65) points.

PHASE TWO CRITERIA – RESPONDENT

Additional points will be provided for Respondents that are registered with the City of Detroit Civil Rights, Inclusion and Opportunity Department (CRIO) at (313) 224-4950 for the following:

- | | |
|--------------------------------|--------------------|
| Detroit Headquartered Business | (15) Points |
| Detroit Based Business | (5) Points |

NOTE: Maximum of (15) Points for this section.

PHASE THREE CRITERIA – RESPONDENTS AND CONSULTANT(S)

Additional points will be provided for Respondents and Consultants that are registered with the City of Detroit Civil Rights, Inclusion and Opportunity Department (CRIO) at (313) 224-4950 for the following:

- | | |
|--------------------------------|--------------------|
| Detroit Headquartered Business | (20) Points |
| Detroit Based Business | (10) Points |

NOTE: Maximum of (20) Points for this section.

EVALUATION SELECTION

After evaluation of the qualifications submitted under this request, the DBA will open the Proposals of the Respondents who are deemed by the DBA to be most qualified, and all other Proposals will be returned unopened. The most qualified Respondents may be interviewed, in the sole discretion of the DBA. A contract will be awarded based upon qualifications and the submitted Proposals.

All Respondents submitting Qualifications and Proposals by the published deadline will be notified by mail of the individuals or companies placed on the short list.

If additional assistance is required, please contact Marc Tirikian of the Detroit Building Authority at (313) 600-4876.

SECTION 8 – COMPLETENESS CHECKLIST

**RESPONDENT SHALL INCLUDE THIS COMPLETED CHECKLIST IN THE RFP
ALONG WITH ALL DOCUMENTS IN THE ORDER INDICATED ON THIS
CHECKSHEET**

MANDATORY COMPONENT TITLE	CHECK IF INCLUDED IN THIS RFP
Section 6A- Statement of Qualifications Form (Envelope No. 1)	
Section 6B- Proposal Form (Envelope No. 2)	
Section 6C- Business Information Questionnaire (Envelope No. 1)	
Exhibit A – Monthly Progress Report	
Exhibit B - Non-Collusion Affidavit (Envelope No. 1)	
Exhibit C - Equalization Eligibility Form (Envelope No. 1)	
Exhibit D - Purchasing Vendor Clearance Request (Envelope No. 1)	
Exhibit E - Request for Income Tax Clearance (Envelope No. 1)	
Exhibit F - Covenant of Equal Opportunity (Envelope No. 1)	
Exhibit G- Executive Order 2021-1	
Exhibit H – Certificate of Authority and Consolidated Affidavits (Envelope No. 1)	
Exhibit I - Debarment Suspension Affidavit (Envelope No. 1)	
Exhibit J - HUD Chapter 3 Intent to Comply Statement (Envelope No. 1)	
Exhibit K – Financial Statements Affidavit (Envelope No. 1)	
Exhibit L – Affidavit of Disclosure of Interests by Contractors and Vendors (Envelope No. 1)	
Exhibit M – Combined Corporate Accountability and Workforce Safety Affidavit (Envelope No. 1)	
Exhibit N – Construction Management Services Agreement (For Reference Only)	

EXHIBIT A

**FORMAT FOR THE
MONTHLY PROGRESS REPORT
DETROIT BUILDING AUTHORITY CAPITAL PROJECTS**

I. Executive Summary:

- A. A brief description of the Project.
- B. A written summary of the Progress to Date, including a listing of any known problems that may cause delay or additional cost to the Project and Project completion percentage.
- C. A written summary of the Project Budget indicating the authorized project funds, amounts encumbered,
- D. An updated Cash Flow projection.
- E. A written summary of the project schedule.

II. Project Status Report Attachments:

- A. Review of current status.
 - 1. Architecture and Engineering.
 - 2. Construction, including average daily on site construction personnel and status of work in progress broken, down by trades and project safety report.
 - 3. Identify issues which may have an impact on the project schedule.
 - 4. Project meeting minutes.
- B. A Project Data Sheet with budget breakdown for the following categories (see Budget Sheet):
 - 1. The structure (general, mechanical, electrical) with a separate line item for telecommunications.
 - 2. Services from five feet outside of structures (sewers, water supply, gas, electrical service, etc.).
 - 3. Site improvements (roads, walks, grading, etc.).
 - 4. Furnishings (furniture, movable equipment, etc. not considered part of the structure nor requiring fixed mechanical and/or electrical services).
 - 5. Professional fees, surveys, site investigations, fees for project management consultants, etc.
 - 6. Project contingencies.
 - 7. Total project cost (cannot exceed authorized amount).
- C. Each of the above categories is to be broken down further to reflect the following:

Approved Budget (dated)	Current Contract Amount
Bids	Payments to Date
Initial Contract Amount	Balance to be paid
Change Orders	

Each of the trades, material suppliers, subcontractors, code review fees, telecommunications, etc. amounts are to be listed as line items and broken down.

- c. A Change Order Report listing the following:

1. The Change Order Number
 2. Change Order Title
 3. Explanation
 4. Amount
- E. A Request for Information (RFI) Log.
- F. An original approved, (submitted at the start of construction) and an updated Project Schedule indicating all activities for the project.

EXHIBIT B

(ENVELOPE NO. 1 QUALIFICATIONS)

**NON-COLLUSION AFFIDAVIT OF PROPOSER
DETROIT BUILDING AUTHORITY – NEW ADMINISTRATIVE OFFICE CONSTRUCTION
MANAGEMENT SERVICES (DBA #04-0008/CPO #6007213/SPO #3084758)**

State of

ss

County of

Being first duly sworn, deposes and says that:

- 1. She or he is

(owner, member, partner, officer, representative, or agent)

of the proposer that has submitted the attached proposal.

- 2. She or he is fully informed respecting the preparation and contents of the attached Qualifications and Proposal and of all pertinent circumstances respecting such Proposal.
- 3. Such bid is genuine and is not a collusive or sham Proposal.
- 4. Neither the said Proposer nor any of its officers, members, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, or conspired, directly or indirectly, or sought by agreement or collusion or communication or conference with any other Proposer, firm or person to fix the price or prices in the attached Proposal or any other Proposer, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the DBA, the City of Detroit or any person interested in the proposed contract; and,
- 5. The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, members, partners or parties in interest, including this affiant.

(Signed) (Title)

Subscribed and sworn to before me this _____ day of _____, 2025

My Commission Expires:

witnessed by _____

Name / Title

Authorized Agent of the Proposing Entity

witnessed by _____

EXHIBIT C

(ENVELOPE NO. 1 QUALIFICATIONS)

EQUALIZATION ELIGIBILITY FORM

In accordance with Ordinance No. 31-99, 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. **NOTE: IT IS THE VENDOR'S RESPONSIBILITY TO COMPLETE THIS FORM, PROVIDE ALL NECESSARY DOCUMENTATION AND RETURN IT WITH YOUR BID. FAILURE TO DO SO MAY RESULT IN EQUALIZATION NOT BEING APPLIED.**

Company Name _____ RFQ (DBA #04-0008/CPO #6007213/SPO #3084758)

A vendor qualifies for equalization credit as per section 18-5-2 of the purchasing ordinance as follows:

Vendor to check all categories which apply*

- Detroit Based Business** (as certified by the City of Detroit Human Rights Department prior to bid due date. Proof of certification must be submitted with each and every bid response.)
- Detroit Based Business with Headquarters in Detroit** (as certified by completion of the affidavit attached to bid documents and proof of certification as a Detroit Based Business prior to bid opening. The affidavit must be completed and certification returned with each and every bid for consideration)
- Detroit Resident Business** (as certified by completion of the affidavit attached to bid documents. The affidavit must be completed and returned with each and every bid for consideration)
- Detroit Based Small Business** (as demonstrated by furnishing proof certification by the City of Detroit Human Rights Department. Proof of certification must be submitted with each and every bid for consideration.)
- Detroit Based Micro Business Concern** (as certified by completion of the affidavit attached to bid and proof of certification as a Detroit Based Business. The affidavit and certification must be completed and returned each and every bid for consideration)
- Joint Venture OR Mentor Venture** (You may only select one. One of the parties to the joint or mentor venture must be a certified Detroit Based Business prior to bid due date in order to receive equalization credit as a joint or mentor venture. Proof of certification by the City of Detroit Human Rights Department along with a copy of the Joint or Mentor Venture agreement between the parties involved is required.)

***The information submitted to substantiate Equalization Eligibility is subject to verification and acceptance by the City. Should it be found that the vendor is not eligible to receive equalization credit it will not be applied. Should it be found that information submitted has been falsified the vendor may be placed in Default by the City for up to a three year period at the discretion of the City of Detroit Finance Department – Purchasing Division.**

TABLE I
Equalization Allowance for Detroit-based business and/or Detroit Resident Business

DOLLAR VALUE RESIDENT	DETROIT BASED	DETROIT
Up to \$10,000.00	5%	5%
\$10,000.01 to \$100,000.00	4%	4%
\$100,000.01 to \$500,000.00	3%	3%
\$500,000.01 and over	2%	2%
Detroit Based Business w/Headquarters in Detroit	3%	

TABLE II
**Equalization allowance for Detroit Based Small Business, Detroit Based Micro Business, Joint Venture, Mentor Venture:*

Category	Equalization Percentage
Detroit Based Small Business	1%
Detroit Based Micro Business Concern	2%
Joint Venture	2%
Mentor Venture	1%

EXHIBIT D

(ENVELOPE NO. 1 QUALIFICATIONS)

PURCHASING DIVISION
VENDOR CLEARANCE REQUEST

Submit to: Revenue Collections
Purchasing Vendor
2 Woodward Avenue, Suite 1012
Detroit, MI 48226
(313) 224-4087 (Telephone)
(313) 224-4238 (Fax)

Nature of Contract _____
Contract Amount _____

Business Type: () Corp () Partnership () Sole Proprietorship () Personal Services ()

Business Name _____
Complete Business Address _____

Tax ID/FID No. _____
City Personal Property I.D. # _____
Owner(s) Name _____

Owner(s) Home Address _____ () Lease () Own
Contact Person _____
Phone Number _____ Fax: _____

PLEASE DO NOT WRITE BELOW THIS LINE

<u>Real Property</u>	<u>Special Assessment</u>	<u>Personal Property</u>	<u>Other Receivable</u>
() Denied	() Denied	() Denied	() Denied
() Approved	() Approved	() Approved	() Approved

Comments: _____

Please mail, fax, or drop off this Vendor Request Form to the Revenue Collection Unit at the address indicated above. You will be responsible for keeping the clearance and submitting a photocopy to Purchasing with your bid package.

Signature _____ Date _____ Expiration Date _____

3. Were you employed during the last seven (7) years? Yes No

4. Were you a resident of Detroit during the last seven (7) years? Yes No

CORPORATIONS AND PARTNERSHIPS ANSWER QUESTIONS 5,6,7.

5. Is the company a new business in Detroit? If yes, attach Employer Registration (Form DSS-4). Yes No

6. Will the company have employees working in Detroit? Yes No

7. Will the company use sub-contractors or independent contractors in Detroit? Yes No

D. FOR INCOME TAX USE ONLY

Has the contractor complied with the provisions of the City Income Tax Ordinance?

<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Signature</u>	<u>Date</u>	<u>Expires</u>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Signature</u>	<u>Date</u>	<u>Expires</u>
<input type="checkbox"/> Yes	<input type="checkbox"/> No	<u>Signature</u>	<u>Date</u>	<u>Expires</u>

VISIT OUR WEBSITE FOR INFORMATION AND TAX FORMS AT www.ci.detroit.mi.us

NOTE: An approved Income Tax Certificate may be used in multiple citywide departments that require a bid. **Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov**

Requirements For Income Tax Clearance

Background. The City of Detroit is authorized to levy an income tax under the Uniform City Income Tax Ordinance (No.900-F) set forth in Chapter 2 of Act 284 of the Public Acts of 1964, known as the "City Income Tax Act." No bid shall be accepted from or contract awarded to any person who is in arrears to the City..." see Detroit codes: Sec.18-5-13, Sec. 18-10-25 and General Conditions# 28.

What Is An Income Tax Clearance? An **approved** Income Tax Clearance states that an individual, business or subcontractor seeking employment or contracts with the City of Detroit has complied with all the provisions of the City Income Tax Ordinance. Contractors (individuals, businesses or Subcontractors) cannot be awarded a contract and are not authorized to perform services until they are in compliance with the City Income Tax Ordinance. **The "Request for Income Tax Clearance" form should be submitted 30 days prior to the submission for new bids or renewals of contract extensions.** **Please e-mail your completed request form (preferably in pdf format) to: IncomeTaxClearance@detroitmi.gov**

Requirements For Individuals. Individuals must file returns and pay income taxes, and not have any unpaid assessments. Detroit residents must file form D-1040(R). If a taxpayer claims a non-resident status, proof will be required (copy of lease, mortgage closing statements, driver's license, voter's registration, etc.). If an individual seeking a tax clearance reside within the City, but claimed dependent status on another person's tax return, or received assistance, proof may be required.

Requirements For Businesses. Businesses must file Corporation D-1120 or Partnership D-1065 returns, regardless of net profit or loss. Non-profit organizations are required to file D-1120 tax return based on non-related income. All employers located in the City or "doing business within the City" must withhold City of Detroit income taxes from employees' compensation. Employers subject to withholding tax must file monthly or quarterly forms D-941/501, as well as, form DW-3 Annual Reconciliation with W2's. All assessments must be paid. New employers must request an Employer's Package and register with the City by completing and submitting an Employer's Withholding Registration form DSS-4. Contractors must supply a list of subcontractors with federal identification numbers or social security numbers. Contractors must also supply the federal identification numbers used for their leased employees.

Income Tax Clearance Denials. Income Tax Clearances are denied based on one or more of the following reasons: (1) Missing withholding payments, DW-3 Annual Reconciliation with W2's, (2) Unpaid assessments and (3) Missing tax returns and related data regarding taxpayers are confidential: therefore, reasons for denial are given only to the taxpayer or authorized representative with power of attorney. Taxpayers with denied clearances may visit our office to obtain information about their account or to drop off requested information.

Appointments are not necessary. For additional information contact the Clearance Section at (313) 224-3328. Our office is located in the Coleman A. Young Municipal Center, 2 Woodward Avenue, Suite 512. Office hours are 8:00 a.m. to 4:00 p.m., Monday through Friday.

EXHIBIT F
(ENVELOPE NO. 1 QUALIFICATIONS)
COVENANT OF EQUAL OPPORTUNITY
(Application for Clearance – Terms Enforced After Contract is Awarded)

I, being a duly authorized representative of the _____, (hereinafter “Contractor”), do hereby enter into a Covenant of Equal Opportunity (hereinafter “Covenant”) with the City of Detroit, (“hereinafter” City); obligating the Contractor and all sub-contractors not to discriminate against any employee or applicant for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his or her hire, promotion, job assignment, tenure, terms, conditions or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression.

I understand that it is my responsibility to ensure that all potential sub-contractors are reported to the City of Detroit Human Rights Department and have a current *Contract Specific* Clearance on file prior to working on any City of Detroit contract. I further understand that the City of Detroit reserves the rights to require additional information prior to, during, and at any time after the Clearance is issued.

Furthermore, I understand that this covenant is valid for the life of the contract and that a breach of this covenant shall be deemed a material breach of the contract and subject to damages in accordance with the City of Detroit Code, Ordinance No. 27-3-2, Section (e).

RFQ / PO No: **(DBA #04-0008/CPO #6007213/SPO #3084758)**

Printed Name of Contractor: _____
(Type or Print Legibly)

Contractor Address: _____, _____, _____
(City) (State) (Zip)

Contractor Phone/E-mail: _____ / _____
(Phone) (E-mail)

Printed Name & Title of Authorized Representative: _____

Signature of Authorized Representative: _____

Date: _____

***** This document MUST be notarized *****

Signature of Notary: _____

Printed Name of Seal of Notary: _____

My Commission Expires: _____ / _____ / _____

For Office Use Only:

Cov. Rec'd: ___ / ___ / ___ in

Department Name: Detroit Building Authority

Accepted by: _____

Rejected by: _____

Please email or fax Covenant and EOC to Director CRIO Department 1240 CAYMC at crio@detroitmi.gov or fax (313) 224-3434.

HIRING POLICY COMPLIANCE

DETROIT CITY CODE 18-5-81 ET SEQ.

Purpose

To ensure that City contractors afford an individual who is qualified for a position, but has a criminal conviction, the opportunity to apply and be considered as an employee.

Applicability

City contracts over \$25,000 whether for goods or services and whether or not subject to competitive bidding.

Exemptions

Criminal history background checks are permitted for (1) positions where there is a statutory duty to perform a pre-employment screening; (2) positions where goods or services are not provided to the City (18-5-82(b)(1)); and (3) purchase of goods and services from cooperatives.

- Practice point – Any claimed exemption should be verified through the Purchasing Division or the City Law Department.

Affidavit of Compliance

- Contractors must execute a Hiring Policy Compliance Affidavit.
- Contractors are responsible for subcontractors' compliance.

Failure to Comply

Failure to comply constitutes a non-responsive bid or, where there is a contract, breach.

Date for Compliance Language in Requests for Proposals

Date for Inclusion of Compliance Affidavit in Bid Recommendations

EXHIBIT G

EXECUTIVE ORDER NO. 2024 - 02

**TO: ALL BOARDS, COMMISSIONS,
DEPARTMENT DIRECTORS, CITY
COUNCIL MEMBERS, AND CITY
CLERK**

FROM: MICHAEL E. DUGGAN, MAYOR

**SUBJECT: UTILIZATION OF DETROIT
RESIDENTS ON PUBLICLY FUNDED
CONSTRUCTION AND
DEMOLITION/REHAB PROJECTS**

DATE: JULY 9, 2024

***WHEREAS**, the economic revitalization of Detroit depends upon the employment of Detroit residents and the availability of a local skilled workforce; and*

***WHEREAS**, it is the policy of this Administration to encourage and maximize employment opportunities for well-trained Detroit residents through contracts with the City and in projects funded or financially assisted by the City;*

***THEREFORE**, this Executive Order directs any person or entity entering into a publicly-funded construction project or a publicly-funded demolition/rehab project to implement specific residency targets for its workforce, as follows. Other persons or entities doing business with the City, but not subject to this Executive Order, may voluntarily agree to be bound by some or all of the substantive requirements set forth herein.*

1. The term "publicly-funded construction project," for purposes of this Executive Order, means:

(a) any construction project performed under a contract, the value of which is more than \$3,000,000.00 (Three Million Dollars), made by the City with any person or entity; and

(b) any construction project for which the City, public or quasi-public entities affiliated with the City, or any of

their agents or contractors provides funds or financial assistance via any of the following methods, where total value of such assistance is more than \$3,000,000.00 (*Three Million Dollars*):

- (1) The sale or transfer of land below its appraised value;
- (2) Direct monetary support;
- (3) Public contributions originated by the State of Michigan or its agencies, the United States government or its agencies, or any other non-City government entity, for which City approval is required and obtained; or

CITY CLERK 2024 AUG 7 PM 2:51

- (4) Tax increment financing. For purposes of calculating the total assistance directly provided through tax increment financing, tax revenue that would have accrued to all government entities shall be counted.

2. The term "publicly-funded demolition/rehab project," for purposes of this Executive Order, means any demolition or rehabilitation of one or more residential buildings performed under the Proposal N Neighborhood Improvement Plan, under a contract, the value of which is more than \$50,000 (Fifty Thousand Dollars), made by the City with any person or entity.

3. A "bona-fide Detroit resident," for purposes of this Executive Order, means an individual who can demonstrate residency in the City of Detroit as of a date at least thirty (30) days prior to the date the individual seeks to be employed on a publicly-funded construction project or publicly-funded demolition/rehab project. An individual may demonstrate residency by producing at least one item from each of the two lists below that includes an address located in the City of Detroit. Other forms of proof-of-residency may be accepted under unique circumstances.

- (a) State of Michigan identification card, State of Michigan driver's license, or Detroit municipal ID; and
- (b) Voter Registration Card, Motor Vehicle Registration, most recent federal, state, or City of Detroit tax return, lease/rental agreement, most recent utility bill or utility affidavit signed by a landlord with respect to a leased residence, or most recent municipal water bill.

4. All contracts with the City, and all sub-contracts thereof, for a publicly-funded construction project or a publicly-funded demolition/rehab project shall require at least 51% of the workforce for such project to be bona-fide Detroit residents. This requirement shall be referred to as the "Workforce Target." The Workforce Target shall be measured by the hours worked by bona-fide Detroit residents on the publicly-funded construction project or publicly-funded demolition/rehab project.

5. Developers, general contractors, prime contractors and subcontractors on publicly-funded construction projects and publicly-funded demolition/rehab projects are all required to comply with the terms of this Executive Order. Collectively, these entities are hereinafter referred to as "contractors." It is, however, the sole responsibility of the person or entity contracting directly with the City of Detroit to require all of its subcontractors either to (a) meet the Workforce Target; or (b) make the required contribution to the City's Workforce Training Fund, as provided in Paragraph 7 of this Executive Order. Contractors may utilize local unions, Detroit Employment Solutions Corporation, or other entities to help meet the Workforce Target. Failure to satisfy the requirements of this Executive Order shall constitute a material breach of contract and may result in the immediate termination of the contract.

6. Upon execution of a contract for a publicly-funded construction contract or publicly-funded demolition/rehab project, the City of Detroit's Civil Rights, Inclusion, and Opportunity Department ("CRIO") shall determine whether the Workforce Target in the contract shall be measured periodically either (a) monthly or (b) quarterly. This period shall be referred to as the "measurement period." Thereafter, for the duration of the construction project, the contractor shall, at the end of each measurement period, submit to CRIO a report indicating:

- (a) The total hours worked on the project during the preceding measurement period ("total work-hours");
- (b) The total hours worked on the project by bona-fide Detroit residents during the preceding measurement period; and
- (c) If applicable, the amount by which the contractor fell short of meeting the Workforce Target. A contractor falling short of the Workforce Target shall report both (a) the raw number of total work-hours by which the contractor fell short of the Workforce Target ("shortage work-hours"); and (b) the percentage of total work-hours by which the contractor fell short of the Workforce Target ("shortage percentage").

7. A contractor who does not meet the Workforce Target in any measurement period shall help strengthen Detroit's workforce by making a monetary contribution to the City's C R I O-administered Workforce Training Fund, thereby supporting the skill development of Detroit resident,;. The required contribution for any contractor who does not meet the Workforce Target shall be the sum of the following:¹

- (a) For each shortage work-hour comprising the first 10% of the shortage percentage, 5% of the average hourly wage paid by the contractor during the preceding measurement period.
- (b) For each shortage work-hour comprising the second 10% of the shortage percentage, 10% of the average hourly wage paid by the contractor during the preceding measurement period.
- (c) For each shortage work-hour comprising the remaining 31% of the shortage percentage, 15% of the average hourly wage paid by the contractor during the preceding measurement period.²

8. For a publicly-funded construction project, if a contractor contracts for labor through a union that is meeting the goals set for it under the Detroit Skilled Trades Employment Program, that contractor will be deemed to have met the Workforce Target with respect to the labor for which it contracted through such a union.

C R I O will make a periodic determination whether a union participating in the Detroit Skilled Trades Employment Program is meeting its established goals under that Program. For purposes of calculating a contractor's compliance with the Workforce Target, a union which, as of the date a contractor executes a contract or subcontract for a publicly-funded construction project, is meeting its goals under the Program shall be deemed to have no less than 51% of the hours

¹ Thus, for example, if 25% of 1,000 total work-hours performed on a publicly-funded construction project were performed by bona-fide Detroit residents, the contractor's shortage percentage would be 26%. That contractor's minimum required contribution would be the sum of (1) 5% of the average hourly wage for 26 (i.e., 10% of 260) shortage work-hours; (2) 10% of the average hourly wage for 26 (i.e., 10% of 260) shortage work-hours; and (3) 15% of the average hourly wage for 15.6 (i.e., 6% of 260) shortage work-hour,;.

² Section 7 has been revised from Executive Order 2021-02 to retroactively and prospectively cure any potential ambiguity to the calculation formula provided therein (as well as any substantively identical sections in prior executive orders). The clarifications are intended to reflect and not revise the calculation formula used by C R I O prior and up to the effective date of this Executive Order.

worked by its members on the publicly-funded construction project worked by bona-fide Detroit residents. If bona-fide Detroit residents actually account for more than 51% of the hours worked by union members on a publicly-funded construction project, that actual percentage may be used for purposes of calculating compliance with the Workforce Target.

9. For a publicly-funded demolition/rehab project, if bona-fide Detroit residents actually account for more than 51% of the hours worked and the contractor pays for its Detroit employees to be trained under a DOL approved apprenticeship program, that contractor will be deemed to have met the Workforce Target. For purposes of publicly-funded demolition/rehab projects only, any contractor who fails to meet the Workforce Target will contribute \$200 per employee to the Workforce Training Fund.

10. If CRIO determines a contractor is in non-compliance with the requirements of this Order, CRIO will notify the contractor, in writing, of the contractor's non-compliance.

If a contractor wishes to challenge a finding of non-compliance, the contractor may, within fifteen (15) days of the notice of non-compliance, file with CRIO a written notice challenging the finding of non-compliance, and detailing the reasons for that challenge. The challenge will then be forwarded to a panel of (1) the City's Corporation Counsel or his/her designee; (2) the head of the Department of Administrative Hearings or his/her designee; and (3) the Director of the Buildings, Safety, Engineering, and Environment Department, or his/her designee. The panel shall adjudicate the challenge and issue a written decision. The panel may, but need not, schedule an oral hearing on the challenge.

If, following written notice of non-compliance and the adjudication of any challenge, the contractor fails or refuses to take corrective actions within thirty (30) days, the City may do any of the following:

- (a) withhold from the contractor all future payments under the contract until it is determined that the contractor is in compliance;*
- (b) refuse all future bids on City projects or applications for financial assistance in any form from the City or any of its departments, until such time as the contractor demonstrates that it has cured its previous non-compliance;*
- (c) debar the contractor from doing business with the City for a period of up to one year.*

In addition, the City reserves the right to re-bid the contract, in whole or in part, or hire its own workforce to complete the work.

11. All construction contracts, construction contract amendments, change orders and extensions subject to this Executive Order shall include the applicable terms of this Executive Order. CRIO shall have the responsibility for preparing administrative guidelines related to this Executive Order, and for monitoring and enforcing the provisions of this Executive Order.

12. Notwithstanding anything to the contrary set forth herein, the requirements set forth in Paragraphs 4 through 11 of this Executive Order shall not apply to any publicly-funded construction contract or publicly-funded demolition/rehab contract, or part thereof, that is funded by a grant awarded by a federal, state, or other governmental entity, the terms of which prohibit the implementation of any such requirements.

Pursuant to the powers vested in me by the 1963 Michigan Constitution and by the 2012 Detroit City Charter, I, Michael E. Duggan, Mayor of the City of Detroit, issue this Executive Order. This Executive Order is effective upon its execution and filing with the City Clerk and supersedes Executive Order 2021-02, issued by me on April 14, 2021. This Executive Order shall not alter or affect the operation of any prior Executive Order with respect to any publicly-funded construction project on which construction activities have commenced as of the date of this Executive Order.

MICHAEL E. DUGGAN
MAYOR
CITY OF DETROIT

EXHIBIT H

FORMS, AFFIDAVITS AND DOCUMENTATION CHECKLIST

Any contract/purchase order resulting from this solicitation shall include the forms indicated below. Contractor shall complete the required forms and return them, along with the required documentation and the checklist, with the signed bid/proposal document. Failure to submit the completed forms and documentation may be a basis for rejection of your proposal.

Forms and Affidavits	
<input type="checkbox"/>	1. <u>Certificate of Authority -complete only one (1)</u>
<input type="checkbox"/>	2. <u>Amendment Form</u>
<input type="checkbox"/>	1. <u>Consolidated Affidavits</u> <ul style="list-style-type: none"> • HIRING POLICY COMPLIANCE • SLAVERY ERA RECORDS AND INSURANCE, AND PRISON INDUSTRY AND IMMIGRATION DETENTION SYSTEM RECORDS AND INTERESTS DISCLOSURE • COVENANT OF EQUAL OPPORTUNITY • STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

Documentation	Instructions for Completion
<input type="checkbox"/>	4. Sample Employment Application <i>Attach a copy of a sample employment application attesting that the employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract.</i>
<input type="checkbox"/>	5. Income and Revenue Tax Clearance <i>Approved clearances are not required to submit a response to the RFP but will be required of the successful respondent prior to City Council approval.</i> <i>Submit requests for clearances electronically via a link in the bid response Requirement Section in the Supplier Portal. Attach evidence showing you have submitted or received clearances. Please use the below URL to complete the Income Tax and Account Receivables Clearance process:</i> http://bit.ly/detroitclearances
<input type="checkbox"/>	6. Three (3) years Financial Information <i>Attach your organization's financial statements (Balance Sheets, Income Statements and Statement of Cash Flows) for the previous three (3) years. Please do not submit your tax returns.</i>
<input type="checkbox"/>	7. System of Awards Management (SAM) <i>Attach a PDF screenshot to show proof of registration, or of SAM documentation. Instructions for registering are provided in this Attachment, "SAM.GOV Registration Steps")If using Grant funds.</i>



CERTIFICATE OF AUTHORITY

CORPORATION CERTIFICATE OF AUTHORITY

I, _____, Corporate Secretary of
(name of corporate secretary)

_____, a _____
(complete name of corporation) (state of incorporation)

_____ corporation (the "Corporation"), **DO HEREBY CERTIFY** that the
(non-profit or for profit)
following is a true and correct excerpt from the minutes of the meeting of the Board of Directors

duly called and held on _____, and that the same is now in full force and
effect: (date of meeting)

"RESOLVED, that the Chairman, the President, each Vice President, the
Treasurer, and the Secretary and each of them, is authorized to execute and
deliver, in the name of and on behalf of the Corporation and under its
corporate seal of otherwise, any agreement or other instrument or document
(‘Contract’) in connection with any matter or transaction that shall have been
duly approved; and the execution and delivery of
any Contract by any of the aforementioned officers shall be conclusive evidence
of such approval."

FURTHER, I CERTIFY that _____ is Chairman
_____ is President,
_____ is/are Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers or employees of
the Corporation are authorized to execute and commit the Corporation to the conditions,
obligations, stipulations and undertakings contained in the foregoing Contract between
the City and the above-referenced Corporation and that all necessary corporate
approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this ___ day of _____, 20 ____.
CORPORATE SEAL
(if any)

Corporation Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR CORPORATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE CORPORATION.



LIMITED LIABILITY COMPANY CERTIFICATE OF AUTHORITY

I, _____, a Manager or Member
of (name of manager)
_____, L.L.C, a limited liability company (the "Company"), **DO HEREBY**
(name of company)
CERTIFY that I am a Manager or Member of the Company who has the authority to
act as an agent of the Company in executing this Certificate of Authority. I further
certify that the following individuals are Managers or Members of the Company who
have the authority to execute and commit the Company to the conditions, obligations,
stipulations and undertakings contained in the foregoing Contract between the City and
the Company:

_____	_____
_____	_____
_____	_____
_____	_____

FURTHER, I CERTIFY that all necessary approvals by the Managers or
Members of the Company have been obtained with respect to the execution of said
Contract.

IN WITNESS THEREOF, I have set my hand this ___ day of _____, 20____.
COMPANY SEAL
(if any)

Manager or Member

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON
BEHALF OF YOUR LIMITED LIABILITY COMPANY MUST BE ONE OF THE
INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE
CONTRACTS IN THE NAME OF AND ON BEHALF OF THE LIMITED
LIABILITY COMPANY.**



PARTNERSHIP CERTIFICATE OF AUTHORITY

I, _____, A General Partner in _____,
(name of general partner)

a _____ County, Partnership (“the Partnership”) (county of
registration) (state in which county lies)

DO HEREBY CERTIFY that I am a General Partner in the Partnership formulated pursuant
to a Partnership Agreement dated _____, and that the following is a true and
(date of meeting)

correct excerpt from the minutes of the meeting of the General Partnership held on _____
and that the same is now in full force and effect:

“RESOLVED, that each General Partner is authorized to execute and deliver, in the name and
on behalf of the Partnership, any agreement or other instrument or document (“Contract”) in
connection with any matter or transaction that shall have been duly approved; and the execution
and delivery of any Contract by a general partner shall be conclusive evidence of such
approval.”

FURTHER, I CERTIFY that the following persons are General Partners:

FURTHER, I CERTIFY that any of the aforementioned General Partners of the Partnership
are authorized to execute and commit the Partnership to the conditions, obligations, stipulations and
undertakings contained in the foregoing Contract between the City and the above-referenced
partnership that all necessary approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20_____.

CORPPORATE SEAL
(if any)

General Partner

**PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR
PARTNERSHIP MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON
AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE
PARTNERSHIP.**



UNINCORPORATED ASSOCIATION CERTIFICATE OF AUTHORITY

I, _____, Secretary of _____,
(name of association secretary)

an unincorporated association (the "Association"), **DO HEREBY CERTIFY** that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on _____, and that the same is now in full (date of meeting)

Force and effect:

"RESOLVED, that the Chairman, the President, each Vice President, the Treasurer, and the Secretary and each of them, is authorized to execute and deliver, in the name of an on behalf of the Association and under its Association seal or otherwise, any agreement or other instrument or document ("Contract") in connection with any matter or transaction that shall have been duly approved; and the execution and delivery of any Contract by any of the aforementioned officers shall be conclusive evidence of such approval."

FURTHER, I CERTIFY that _____ is Chairman
_____ is President,
_____ is/are Vice President(s),
_____ is Treasurer,
_____ is Secretary,
_____ is Executive Director, and
_____ is _____.

FURTHER, I CERTIFY that any of the aforementioned officers of the Association are authorized to execute or guarantee and commit the Association to the conditions, obligations, stipulations, and undertakings contained in the foregoing Contract between the City and the above-referenced Association and that all necessary Association approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, I have set my hand this _____ day of _____, 20____.
CORPORATE SEAL
(if any)

Association Secretary

PLEASE NOTE THAT THE PERSON WHO SIGNS THE CONTRACT ON BEHALF OF YOUR ASSOCIATION MUST BE ONE OF THE INDIVIDUALS LISTED ABOVE AS A PERSON AUTHORIZED TO EXECUTE CONTRACTS IN THE NAME OF AND ON BEHALF OF THE ASSOCIATION.

City of Detroit
Office of Contracting and Procurement

CONSOLIDATED AFFIDAVITS

The following attestations must be provided to the City of Detroit as part of the contract approval process. Please fill out required information, attach required supplemental documents and have it notarized before uploading

I. HIRING POLICY COMPLIANCE

I _____, being duly sworn, state that I am the _____ of

_____, and that I have reviewed the hiring policies of this employer, I affirm that these policies are in compliance with the requirements of Chapter 17, Article V, Division 6 of the 2019 Detroit City Code, being Sections 17-5-261 through 17-5-266 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, **I HAVE ATTACHED A COPY OF THE APPLICATION** that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

II. SLAVERY ERA RECORDS AND INSURANCE, AND PRISON INDUSTRY AND IMMIGRATION DETENTION SYSTEM RECORDS AND INTERESTS DISCLOSURE. YOU MUST COMPLETE EACH ITEM (4,5, 6 AND 7).

(a) Name of Contractor: _____

(b) Address of Contractor: _____

(c) Name of Predecessor Entities (if any): _____

(d) Prior Affidavit Submission? ___ No ___ Yes, on: _____
(Date of prior submission)

(e) ___ Contractor was established in (year) and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

OR

___ Contractor has searched its records and those of any predecessor entity, and has found no record that Contractor or any predecessor(s) made any investments in, or derived profits from, the slave industry or slave holder insurance policies.

OR

___ Contractor has found records that Contractor or its predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

(f) ___ Contractor has searched its records and those of any and all predecessor entities, and has found no record that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons.

OR

___ Contractor has found records that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons. The nature of the use of inmate labor, profits, or investments is disclosed in the attached document(s).

(g) ___ Contractor has searched its records and those of any and all predecessor entities, and has found no record that indicates Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States.

OR

___ Contractor has found records that indicate Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States. The nature of the profits or investments is disclosed in the attached document(s).

I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge, and that all documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.

III. COVENANT OF EQUAL OPPORTUNITY

I, _____ being a duly authorized representative of _____, (hereinafter “Contractor”), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter “Covenant”) with the City of Detroit, (“hereinafter” City); obligating the Contractor and all sub-contractors, not to discriminate against any employee or application for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job, assignment, tenure, terms, conditions, or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under Section 23-2-6 of the 2019 Detroit City Code.

Contractor will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time until after the Covenant is fully executed.

Furthermore, Contractor agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to Section 23-4-11(e) of the 2019 Detroit City Code.

RFP/Contract No.: (if applicable)

IV. STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

City Charter Sec. 4-122: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures (“Statement of Political Contributions and Expenditures”), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses.”

Instructions: In accordance with Sec. 4-122 of the 2012 Detroit City Charter, please provide the following information. If additional space is needed, please enter “see additional sheet(s)” on the last row and attach additional sheets.

SIGNATURES AND ACKNOWLEDGEMENT:

I understand that the information provided in this consolidated affidavit will be relied upon by the City of Detroit in awarding the proposed bid, solicitation, contract, or lease. I swear or affirm that I have read this document, that I have the authority to provide these disclosures and to bind the Contractor, and that the information provided herein is accurate. I have attached all required supplemental documents.

Sign name: _____

Print name: _____

Title: _____

STATE OF MICHIGAN)
_____ COUNTY)

Sworn and subscribed to before me on _____, 20____, by _____,
DateName

the _____ of _____.
TitleContractor

Sign: _____

Print: _____

Notary Public, _____ County, Michigan

Acting in _____ County

My Commission Expires: _____

Required Documentation

Sample Employment Application

Attach a copy of a sample employment application attesting that the employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract

Income and Revenue Tax Clearance

Approved clearances are not required to submit a response to the RFP but will be required of the successful respondent prior to City Council approval. Submit requests for clearances electronically via a link in the bid response Requirement Section in the Supplier Portal. Attach evidence showing you have submitted or received clearances. Please use the below URL to complete the Income Tax and Account Receivables Clearance process:

<http://bit.ly/detroitclearances>

Three (3) Years Financial Information

Attach your organization's financial statements (Balance Sheets, Income Statements and Statement of Cash Flows) for the previous three (3) years. Please **do not** submit your tax returns.

System of Awards Management

Attach a PDF screenshot to show proof of registration, or of SAM documentation.(grant funds only).

EXHIBIT I

(ENVELOPE NO. 1 QUALIFICATIONS)
DEBARMENT SUSPENSION AFFIDAVIT

STATE OF _____)

) ss

COUNTY OF _____)

I, _____, being first duly sworn deposes and says as follows:

6. That I am

_____,
(owner, partner, officer, representative, or agent)

of _____, the respondent that has submitted the attached proposal.

7. That I am fully informed respecting the preparation and contents of the attached bid and of all pertinent circumstances respecting such bid.
8. That statements in this affidavit apply to bidder's parent, subsidiaries, affiliates, joint venture partner and any person who owns ten (10%) percent or more of the bidder.
9. That the bidder has not been determined to not be responsible by any agency requesting bids or qualifications for a project.
10. That the bidder has not been debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded or disqualified from bidding or contracting.
11. That no government or other public agency has requested or required enforcement of any of its rights under a surety agreement on the basis of the bidder's default or in lieu of declaring bidder in default.
12. That there are no proceedings pending relating to bidder's responsibility, debarment, suspension, voluntarily exclusion or qualifications to receive a public contract.
13. That bidder is not the subject of any pending investigation by any grand jury, commission, committee or other entity or agency or authority of any state or the federal government in connection with the commission of a crime.
14. That within the past five (5) years, bidder has not refused to testify or to answer any question concerning a bid or contract with any federal, state or local governmental entity, any public authority or other public entity when called before a grand jury or other committee, agency or forum which is empowered to compel the attendance of witnesses and examine them under oath.
15. That bidder has not within the three-year period preceding this bid had one or more public transactions (federal, state or local) terminated for cause or default.

16. That, if during the term of any contract with _____, bidder determines that any statement in this affidavit is untrue, bidder will promptly disclose in writing and in detail to _____ the facts which cause the statement(s) in this affidavit to be untrue.
17. That if for any reason the affiant cannot truthfully execute this affidavit, bidder will attach to this affidavit a detailed explanation of the reasons for its inability to truthfully execute this affidavit.

Further the affiant saith not.

[COMPANY]

By: _____

Its: _____

Subscribed and sworn to before me this
____ day of _____, 2016

Notary Public, County of Wayne
State of Michigan
My Commission Expires: _____