



**CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
ARPA REQUEST FOR PROPOSALS**

**RFP NO. 183260
JOE LOUIS GREENWAY- Davison to Livernois**

Buyer: Kelly Trammel
Email: trammelk@detroitmi.gov

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	March 6, 2023
BIDWALK: 14470 Livernois	March 27, 2023, at 2 p.m. EST
QUESTIONS DUE	March 28, 2023, on or before 3 p.m. EST All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFP.
ANSWERS DISTRIBUTED	March 29, 2023
PROPOSAL DUE DATE *	April 13, 2023, at 3 p.m. EST In the Supplier Portal as specified in Section 4.5 of this RFP.

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

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



TABLE OF CONTENTS

Section 1. Project Summary and Background.....	2
1.1. PROJECT REQUEST	3
1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT	3
1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS	3
Section 2. Statement of Work.....	4
2.1. SERVICES TO BE PERFORMED	4
2.2. OPERATIONAL INFORMATION	7
2.3. TECHNICAL SPECIFICATIONS	7
Section 3. Proposal Evaluation and Selection Process	9
3.1. MINIMUM QUALIFICATIONS	9
3.2. ADHERENCE TO TERMS OF PROPOSALS	9
3.3. QUESTION DEADLINE	9
3.4. EVALUATION CRITERIA	9
3.5. EVALUATION PROCEDURE	10
3.6. ORAL PRESENTATION/DEMONSTRATION	10
3.7. REJECTIONS, MODIFICATIONS, CANCELLATIONS	10
3.8. PROTESTS	11
Section 4. Required Proposal Content and Submission Process	11
4.1. ACCURACY AND COMPLETENESS OF INFORMATION	11
4.2. REQUIRED PROPOSAL CONTENT AND FORMAT	11
4.3. REQUIRED COST PROPOSAL	12
4.4. ECONOMY OF PREPARATION	12
4.5. SUBMITTAL INSTRUCTIONS	12
Section 5. General Conditions and Requirements for RFP	12
5.1. CONTRACT APPROVAL	12
5.2. PAYMENT	13
5.3. INVOICES	13
5.4. ASSIGNMENT	14
5.5. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL	14
5.6. NEWS RELEASE	14
5.7. MISCELLANEOUS	14
5.8. OFFICE OF INSPECTOR GENERAL	16



Section 1. Project Summary and Background

1.1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFP to provide site clearing for the Joe Louis Greenway Project (JLG). The Joe Louis Greenway is a recreational pathway that will unify Detroit's neighborhoods, people and parks. The 27.5-mile greenway will connect parks and neighborhoods across the city, allowing residents to travel safely from McNichols to the riverfront through a combination of new trails, on-street protected bike lanes and links to existing trails like the Dequindre Cut and the RiverWalk. The greenway includes the cities of Dearborn, Hamtramck, and Highland Park, linking them to larger trail systems that crisscross the entire state as well as pass-through five council districts.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The City of Detroit has received funds from the United States Department of the Treasury (the "Treasury") pursuant to the Coronavirus State and Local Fiscal Recovery Fund under CFDA 21.027 ("ARPA Funds"), under Section 602 and 603 of Title VI the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 ("ARPA") (Subtitle M of Title IX of Public Law 117-2); and the City has allocated ARPA Funds to provide funding for appropriate and qualifying expenditures as allowed under the Treasury Guidance Interim Final Rule "Coronavirus State and Local Fiscal Recovery Funds" (86 Fed. Reg. 267878).

The City of Detroit will construct select portions of the Greenway through 2026. The scope of work within this Site Clearing RFP addresses the early construction scope of the overall Greenway construction.

1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP, it will be a City of **Professional Services Contract** (sample attached). **The term of the contract will end December 31, 2023.** Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. **The City anticipates one or multiple awards as a result of the RFP.**



Section 2. Statement of Work

2.1. SERVICES TO BE PERFORMED

The Scope of Work is described in written language below, and on the Bid Form for approximate quantities and units of measure. Contractors are responsible for providing requested pricing information for each line item, which will apply to all the construction zones within the bid package.

Generally, the work is guided by the Michigan Department of Transportation's *Standard Specifications for Construction* (2012), the City of Detroit *Standard Specifications* (latest edition), and the City of Detroit *Standard Details* (latest edition); except as modified for this project by its Construction Documents, its Special Provisions, and subsequent clarifications by the City. Reasonable effort has been expended by the City and its consulting team to coordinate information for consistency. If conflicting information is found by the Contractor and cannot be reasonably resolved by the same, clarification shall be requested in writing and directed to the Construction Engineering and Inspection (CEI) team and the City Representative.

SCOPE OF WORK

The selected Respondent (Awardee) will be responsible for all aspects of this project as defined in the Scope of Work, Technical Specifications, and Construction Drawings. The Awardee shall provide and carry out in a satisfactory and proper manner, as determined by the General Services Department (GSD), the herewith described construction services for the City. The conduct of the construction services set forth herein and preparation of the work as described shall be at the discretion of the GSD and is subject to the approval of the GSD's City Representative.

The Bid Form describes general categories of work, with pay items that shall be used to measure progress and completion of the Scope of Work. For clarity, select pay items are grouped in general types / areas of work to be performed. The groupings are NOT intended to limit the performance of work to a specific area, thus information on the Plans and within the Specifications shall guide the Contractor in performance and completion of the Scope of Work.

The Contract will be paid for accepted quantities of contract pay items at the contract unit prices. Bidders shall provide the necessary materials, labor, tools, equipment, and incidentals to perform and complete the work as required by the contract. Refer to MDOT Standard Specifications Sec. 109.

The following are supplemental descriptions clarifying the Scope of Work:

a. Mobilization – Contractor shall be paid for mobilization activities on a lump sum basis. Price paid shall be payment in full for all labor, material, and equipment necessary for all preparatory work and operations, including, but not limited to, those necessary for the movement of personnel, equipment, supplies, tools and any other incidentals that are required to project site; and any other facilities necessary to undertake the work on the project; and for other work and operations, which must be performed, or for expenses incurred, prior to beginning work on the various contract items



at the project sites. This item shall also include preconstruction costs, exclusive of bidding costs, which are necessary direct costs to the project and are of a general nature rather than directly attributable to other pay items under the contract. The price paid shall be payment in full for Mobilization throughout the progress of the project work until completed. Refer to the “Mobilization” Special Provision in m. “Special Conditions of the Plan,” for additional requirements thereof.

b. Clearing, Modified – Work consists of clearing in the locations shown on the plans and in accordance with the MDOT Standard Specification for Construction (latest), Section 201, except where noted under related Special Provision. All vegetation (including all trees, logs, brush, shrubs, vines and miscellaneous organic materials) shall be completely removed. Refer to the Special Provision “Clearing” for further direction.

c. Litter and Debris Removal - Work consists of miscellaneous litter and debris removal throughout the limits of work and shall be conducted in accordance with the MDOT Standard Specification for Construction (latest), Section 204, except where noted under related Special Provision. Refer to Special Provision “Litter and Debris Removal” for verification requirements on measurements of removals.

d. Erosion Control – furnish, install, and maintain Soil Erosion and Sedimentation Control (SESC) measures. Refer to MDOT “Standard Specifications for Construction” (2012), Section 208 SOIL EROSION AND SEDIMENTATION CONTROL for performance standard.

- i. Gravel access approaches.
- ii. Silt Fence.
- iii. Sediment Trap / Bag at storm inlets.
- iv. Clearing of controlled accumulated soil erosion sediment.
- v. Other measures as necessary and applicable to manage runoff and erosion.

e. Fencing, Removal and Salvage – refer to MDOT Standard Specification for Construction (latest), Section 204 FENCING; and “Special Conditions of the Plan” for fencing requirements.

f. Miscellaneous Removals and Salvage - Work consists of miscellaneous materials removal throughout the limits of work and shall be conducted in accordance with the MDOT Standard Specification for Construction (latest), Section 204, except where noted in this Special Provision. Refer to the Special Provision “Removing or Relocating Miscellaneous Item” for further direction on salvage requirements, identification, and measurement.

g. Protective Fencing – furnish and install protective fencing in areas noted on the Plans, per MDOT Standard Specifications Section 808, the Details of the same, and the provisions and Special Conditions of the Plans. i. Refer to Special Condition “Worker Information and Protection.”

h. Fencing for Site Control and Access – per MDOT Specifications, furnish and install chain link fencing 72” high along site perimeter as noted on the Plans. Work includes:

- i. Fencing, with all fabric, posts, corner posts, fasteners, and footings required per Standard Detail and provisions of the Plans.
- ii. Access and Control Gates, per Standard Detail and provisions of the Plans, in locations shown on the Plans.



i. Insurance – Contractor shall secure insurance required for this project, per General Conditions and as incidental to the Work. Insurance shall be maintained for the duration of the project until closeout, final acceptance, and final payment. This work is inherent to the Contract.

j. General Conditions – Work considered or noted to be General Conditions is inherent to the Contract as part of the pay items.

k. Miscellaneous and Project Closeout – Final Request for Payment will be processed by the City Representative upon:

- i. completion of punch list and site restoration work acceptable to the City Representative;
- ii. final permit clearances; iii. Final Waivers from all subcontractors and suppliers, release of Surety, and a final Sworn Statement.

l. MDOT Special Provisions – incorporated to the Plans and Specifications:

- i. 12SS-001A-19 Errata to the 2012 Standard Specifications
- ii. 12DS812-J820-04 Temporary Pedestrian Type II Barricade
- iii. 12DS812-J825-02 Temporary Pedestrian Type II Channelizer
- iv. 12SP-104A-01 Debris or Materials in Traffic Lanes
- v. 12SP-104B-03 High Visibility Clothing
- vi. 12SP-104C-02 Value Engineering Change Proposal
- vii. 12SP-104E-03 Construction Document Management
- viii. 12SP-105B-01 Temporary Traffic Control Materials
- ix. 12SP-107A-01 Anti-discrimination Clause for City of Detroit Contracts
- x. 12SP-107C-01 Sweeping
- xi. 12SP-107E-01 Construction Staging Area
- xii. 12SP-107F-01 E-Verify
- xiii. 12SP-107G-03 Labor Compliance
- xiv. 12SP-107J-01 Open to Traffic
- xv. 12SP-108B-01 Timely Project Completion and Closeout
- xvi. 12SP-1087D-01 Schedule of Liquidated Damages for Oversight
- xvii. 12SP-108F-01 Subcontracting of Contract Work
- xviii. 12SP-109A-03 Prompt Payment
- xix. 12SP-204B-04 Vertical Exploratory Investigation for Relocation
- xx. 12SP-208A-03 Non-compliance with Soil Erosion and Sedimentation Control Requirements
- xxi. 12SP-812AA-01 Fluorescent Plastic Drum
- xxii. 12SP-812C-01 Traffic Control and Quality Compliance
- xxiii. 12SP-812F-02 Payment for Minor Traffic Devices and Traffic Regulator Control
- xxiv. 12SP-812G-03 Sign Type B, Temp, Prismatic, Special
- xxv. 12SP-812L-01 Supports for Temporary Signs
- xxvi. 12SP-812N-01 Measurement and Payment of Temporary Traffic Control Devices
- xxvii. 12SP-812U-01 Type III Barricades
- xxviii. 12SP-812V-05 Temporary Pavement Marking Revisions
- xxix. 12SP-812X-01 Payment of Temporary Traffic Control Devices

m. Special Provisions – incorporated to the Plans and Specifications:

- i. Progress Clause



- ii. General Requirements
- iii. Coordination Clause
- iv. Utility Coordination
- v. Work Around DWSD Utilities
- vi. Limitations of Operations
- vii. Working Area and Project Cleanup
- viii. Worker Information and Protection
- ix. Audio Visual Filming x. Mobilization xi. Maintaining Traffic
- xii. Clearing
- xiii. Tree Protection Fence
- xiv. Vertical Survey Monuments
- xv. Pavt, and Sidewalk Rem, Modified
- xvi. Curb Removal
- xvii. Removing, Salvage, Relocating or Disposal of Miscellaneous Items
- xviii. Debris Removal and Disposal
- xix. Non-hazardous Material Handling and Disposal
- xx. Temporary Bus Stop

n. Environmental Survey Assessment – Due Care Plan (03-11.21) Attachment.

Prior to commencing the Work, Contractor shall be provided access to the existing conditions on the Project site and shall thoroughly investigate those conditions. Contractor shall bring to City Representative's attention any unexpected or differing conditions that may impact the Contract Time or the Contract Sum. Contractor acknowledges and agrees that it shall not make or be entitled to any adjustment to the Contract Time or the Contract Sum arising from Project conditions that Contractor discovered or, in the exercise of reasonable care, should have discovered in Contractor's investigation.

2.2. OPERATIONAL INFORMATION

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

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

2.3. TECHNICAL SPECIFICATIONS

PROJECT SPECIAL PROVISIONS – Noted within the Scope of Work

Bidders are advised of Special Provisions associated with this project, which address specialized conditions, means, methods, and non-standard conditions within the Project. The Bid Form is noted to have pay items that denote a special provision is in effect, and Bidders are obligated to review the Special Provisions and other associated documents and materials prior to developing and submitting pricing. Bidders are advised that materials and activity incidental to completion of the pay items and special provisions, are considered to be included in the unit prices and will not be paid separately.



Special Provisions include but are not limited to: progress clause, general requirements, coordination clause, critical path scheduling, utility coordination and adjustments, working adjacent to DWSD utility, fiber and electrical connections, limitations on operations, working area and cleaning up, worker protection information, audiovisual filming mobilization and maintenance of traffic, temporary bus stops, site clearing, tree protection, construction fencing, vertical survey monuments, litter and debris management, pavement and walk removal, curb removal, building demolition, removal of relocated items, earth excavation, imported materials testing, debris removal and disposal, non-hazardous waste disposal, clay containment cap grading, retaining walls, underground utility structure adjustments, drainage cover adjustments, cleaning of drainage structures and sewer leads, environmental geogrid, HMA and concrete sequencing, HMA application, cold milling, concrete pavement and improvements, concrete curbs, decomposed granite, accessible ramps, aggregate materials, polymer cement pavement markings, rectangular rapid flashing beacon, delineator posts, site furnishings, pedestrian counters, fencing, bus shelters, landscape materials, irrigation materials, turf and seeding, security system and fiber optics, Ethernet infrastructure, emergency phone and cameras, Internet Protocol cameras, unlicensed radio links, electrical work both on- and off-street, light standards and assemblies, light cabling and wiring, light photometric controls, underground structures, substitution procedures, construction observation cameras, hydrant relocation wireless access points, and maintenance building construction.

1. SPECIAL ATTACHMENTS

See Attachment List

2. SUPPLEMENTAL DOCUMENTS

The Bid Form is provided in Microsoft Excel-compatible format. Quantities are provided for the convenience of the Contractor; the Contractor is obligated to confirm quantities and cross-check prior to submittal of any bid.

Pay items, pay codes, and units of measure are per MDOT Standard Specifications for Construction (2012). The Bidder shall complete the highlighted “yellow” fields in the bid form. Except as noted for differences among construction sections (in lump sum or dollars assigned by Bidder), unit prices shall carry cross-project; accordingly, entering the unit price once in the noted field, will populate the price across the different zones, a multiple of “unit price” times “quantity provided by the Engineer.”

Bidders are to ensure the numbers provided in the highlighted “yellow” areas are germane to the Units of the pay item. The City is not responsible for clerical errors by the Bidder, and it retains exclusive privilege to consider any errors / omissions as disqualifying.

3. REQUEST FOR INFORMATION (RFI)

NA

4. SUPPLEMENTAL PAYMENT INFORMATION

Payment for this project is a function of procedures, standards, and units of measure outlined in the Standard Specifications, and described in the Supplemental Specifications.

Payment will be contingent upon receipt by the city of invoices for payment. Each invoice shall certify the total cost, itemizing costs when applicable. Supporting documentation for expenses related to travel must be sent with the invoice, if applicable. Each invoice, along with



supporting documentation when applicable, must be received by the City not more than thirty days after the close of the month in which the goods or services were rendered, and must be signed by an authorized officer or designee of the contractor. If the invoice and or supporting documentation is not satisfactory to the City, the City may refuse payment, in whole or in part, until the invoice and or supporting documentation is presented and acceptable to the City.

Section 3. Proposal Evaluation and Selection Process

3.1. MINIMUM QUALIFICATIONS

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

3.2. ADHERENCE TO TERMS OF PROPOSALS

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

3.3. QUESTION DEADLINE

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

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

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

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

3.4. EVALUATION CRITERIA

Technical Proposals will be evaluated before Cost Proposals are reviewed.

Proposal Evaluation Criteria	Possible Points
1. Respondent Experience / Organization (Attachment A – Part 1)	35
2. Respondent Capacity (Attachment A – Part 2)	30
3. Proposal Introduction and Solution / Approach (Attachment B)	20



4. Pricing (Attachment C)	15
Total:	100
Total Points Possible	100

3.5. **EVALUATION PROCEDURE**

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

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

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

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

3.6. **ORAL PRESENTATION/DEMONSTRATION**

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

3.7. **REJECTIONS, MODIFICATIONS, CANCELLATIONS**

The City of Detroit expressly reserves the right to:

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

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



3.8. PROTESTS

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

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

At a minimum, such protests shall include:

- 1) name of protestor.
- 2) solicitation/contract number and description; and
- 3) statement of grounds for protest (reference specific text in the solicitation, bid or contract document that is at issue). The decision of the Chief Procurement Officer and/or the Department Director are final and is not subject to appeal.

Section 4. Required Proposal Content and Submission Process

4.1. ACCURACY AND COMPLETENESS OF INFORMATION

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

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

4.2. REQUIRED PROPOSAL CONTENT AND FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety, and responses must be uploaded in the Supplier Portal:

Required Response Item	
1.	Letter of Transmittal The prospective respondent’s proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.
2.	Attachment A – Respondent Questionnaire Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment A.



Required Response Item	
3.	Attachment B – Proposal Introduction and Solution / Approach Respondent shall provide their Proposal Introduction and Solution / Approach, per the requirements provided in Attachment B.
4.	Attachment C – Pricing Respondent shall provide their Pricing proposal, per the requirements provided in Attachment C.
5.	Attachment D – Forms, Affidavits and Documents Respondent shall provide their completed Forms, Affidavits and Documents, per the requirements and checklist provided in Attachment D.

4.3. REQUIRED COST PROPOSAL

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

4.4. ECONOMY OF PREPARATION

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

4.5. SUBMITTAL INSTRUCTIONS

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

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

Section 5. General Conditions and Requirements for RFP

5.1. CONTRACT APPROVAL

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



5.2. **PAYMENT**

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

5.3. **INVOICES**

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

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

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

The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued.
****Work commencing without issuance of the SPO is subject to Payment Delays and/or Non-Payment! ****

Required vendor steps to invoice:

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

Invoice MUST contain or have as attachment:

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

Other invoice requirements:

- Invoice must be billed based on Purchase Order rates
- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal



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

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

5.4. ASSIGNMENT

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

5.5. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

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

5.6. NEWS RELEASE

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

5.7. MISCELLANEOUS

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

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

In accordance with 2 C.F.R. § 200.321, Contractors are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at www.detroitatwork.com for specific contact information regarding these opportunities.

CHANGES TO FEDERAL REQUIREMENTS

The Contractor shall at all times comply with all applicable ARPA Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and ARPA, as they may be amended or promulgated from time to time during the term of this contract. The Contractor's failure to so comply shall constitute a material breach of this Contract.

ACCESS TO RECORDS AND REPORTS (All contracts)

Contractor shall maintain full and complete Records reflecting all operations related to this Contract. The Records shall be subject to inspection, review, and audit by the City and the Government-Grantor Agency. Such Records shall be maintained in accordance with generally accepted accounting and internal controls, and all federal, state, and local accounting principles and governmental accounting and financial reporting standards, as required under 2 C.F.R. 200,



Subpart D, and 31 C.F.R. Part 35(Pandemic Relief Programs). All Records must be maintained for a duration no less than the later of (a) five (5) years after all ARPA Funds have been expended or returned to the City and/or the Government-Grantor Agency, as the same may be extended by the Treasury, and (b) December 31, 2031.

The City and any Government-Grantor Agency providing funding under this Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any Government-Grantor Agency deems necessary.

The Contractor shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The Contractor shall provide copies of all Records to the City or to any such Government-Grantor Agency upon request.

If in the course of such inspection the representative of the City or of another Government-Grantor Agency should note any deficiencies in the performance of the Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor shall remain liable for any disallowed costs exceeding the amount of the setoff.

Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount expended by the City pursuant to this Contract through the date of such audit, the Contractor shall pay the City's audit costs.

Nothing contained in this Contract shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

In accordance with 2 C.F.R. § 200.337 (a) "Records of non-Federal entities", the Government-Grantor Agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity (including, but not limited to the City), or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Contractor which are pertinent to the ARPA Funds, in order to make audits, examinations, excerpts, and transcripts. The foregoing right also includes timely and reasonable access to the Contractor's personnel for the purpose of interview and discussion related to such documents.

The rights of access in this Section 36 are not limited to the required retention period set forth in Section 36 but shall continue for such longer period as the Records are retained.

The Contractor shall, upon request by the City, provide to the City all data and information as necessary to allow the City to meet the City's reporting obligations to the Government-Grantor Agency, including but not limited to data and information needed by the City for closeout submissions, if any, to the Government-Grantor Agency.



GEOGRAPHIC RESTRICTIONS

The Contractor agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. Section 5325 (d)].

5.8. OFFICE OF INSPECTOR GENERAL

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

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



RFP Attachments List

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

Attachment A - Respondent Questionnaire

Attachment B - Proposal Introduction and Solution / Approach Attachment

C - Pricing

Attachment D - Forms, Affidavits and Documents

Attachment E – Model of Professional Services Contract Attachment F –

Drawings

Attachment G – Specifications for Davison to Livernois

Attachment H - Environmental Survey Assessment: Response Activity Plan