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The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide and experienced community engagement teams to provide assistance to support the creation of a North End Neighborhood Framework Plan (“Plan”). Guided by principles of participatory planning, equitable and inclusive development, smart growth, and “actionable” vision and implementation, the City seeks to develop Neighborhood Framework Plans to ensure economic and quality of life improvements occur within Detroit neighborhoods, not just the central business core, and in a manner wherein every Detroiter has an opportunity to participate and benefit. The City envisions a Detroit built on inclusionary growth, economic opportunity, and trust, and a process that results in the creation of a cohesive vision for the City of Detroit and residents of the North End Neighborhood. The Plan will be action-oriented and will result in opportunities for sustainable development in a manner that is inclusive of its current and future residents, while addressing the current priorities of the community.

**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.

**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.

**3. REJECTION OF PROPOSALS**

The City of Detroit expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the City determines and/or to take any other appropriate action that is in the best interest of the City.

**4. BACKGROUND/DESCRIPTION OF ENVIRONMENT**

North End Neighborhood (“North End”) is a roughly 1.3-square mile neighborhood bounded by East Grand Boulevard to the South, the City of Highland Park to the North, I-75 and the City of Hamtramck (northern portion of the east boundary) to the East, and Woodward Avenue to the West.

The North End has experienced much transition in recent years. As development encroaches on the area, residents need to be a part of the process of determining how the neighborhood grows into the future. The Plan should engage residents producing strategies that provide guidance on the disposition of publicly owned land, housing typology recommendations for new development that works to seamlessly merge the existing housing stock with new developments, and provide recommendations for housing stabilization of existing structures. The Plan should work to offer policy recommendations and actions to tackle affordable housing concerns being felt across the neighborhood. This Plan also seeks to identify tangible strategies to both permanently and temporarily activating Oakland Avenue, while recognizing its place in the City’s magnificent history and its potential for revitalization. The City is seeking a team that is familiar with engaging Detroit city residents, through door knockings, email, mailings,

and social media platforms. A successful team will develop strategies and deliver results that work to build trust amongst residents and with the City.

*There will be two (2) RFP's released for this project, with this RFP serving as the "participatory community engagement scope". This team will work in parallel with a separate "technical urban planning and design team", which will be secured through the release of another RFP: "technical planning services scope". Both scopes and project teams will be managed directly by the P&DD Project Management team and both consultant teams will report directly to the P&DD Project Management team. The P&DD Project Management team will be responsible for ensuring efficient alignment between both scopes and teams, and be responsible for handling process management.*

#### City's Planning Approach

The City of Detroit envisions a planning process that spans approximately 24 months. Robust, representative, iterative, and culturally competent community engagement is a priority. The City seeks to meet the community where and how it already gathers. To underscore the importance of participatory planning, this process will emphasize a nontraditional engagement method and solicit specific support from two distinctly unique teams.

This will include making use of local, familiar gathering spaces embedded in the planning area and establishing a presence in the planning area where residents can regularly interact with planning staff. The City seeks to employ tangible, restorative practices that hold space for processing past traumas experienced within the community and honoring community priorities that may transcend the scope of the Neighborhood Plan, ultimately working toward cultivating an atmosphere of trust.

### **Team Description and Project Management Structure**

#### Team Expertise & Qualifications

This Participatory Community Engagement RFP is seeking experience around: community outreach relevant to the City of Detroit; meeting facilitation; tactical and pop-up engagement activities, and virtual communication with experience in door knocking and survey facilitation. The selected team for the "community engagement & outreach" scope will report directly to P&DD and will support, when directed the technical team's efforts. Teams that have successful experience working across multiple task streams and have worked within collaborative project management structures is a plus.

P&DD has an interest in engaging a team with the capacity to conduct field work and perform site reconnaissance as required, identify topics that require further analysis, and ultimately create a unified vision and strategies for successful implementation. The Plan for the North End Neighborhood must provide recommendations, identification of priority sites and projects, phasing strategies to support future responsible development, and land disposition strategies that focus on a mix of uses for publicly held vacant land.

Successful respondents to this RFP must present a team that is diverse and brings a wide variety of skill sets to produce and manage all required areas of the scope work. Some respondent firms may be multidisciplinary enough to offer all the necessary skills "in-house." Well-developed proposals from either one single firm or team of firms are welcome and will be considered. Given the nature of the proposal there is an emphasis on

equitable urban design & development, historical corridor re-activation, landscape architecture, successful placemaking.

P&DD strongly encourage respondents to consider inclusion of team members and firms that are Detroit-based, and/or otherwise have a substantive body of knowledge and/or experience within Detroit. References that verify project experience should be provided.

Specific qualifications and expertise to be considered by P&DD in the selection of the consultant team are:

1. Meetings Facilitation with Varied and Diverse Groups
2. Conduct Meetings in Person and Via Digital Media
3. Excellent Note Taking
4. History of Door Knocking in The City of Detroit
5. Project Management: Multi-disciplinary Teams, Budgets and Schedules
6. Experience Leading Tactical Engagement Activities
7. Utilization of creative and responsive participatory planning activities, leading to consensus building

#### Consultants Role & Expectations

The primary role of this Consultant will be to support the City’s project management team and to provide participatory planning and community engagement services. This team will be responsible for ensuring resident voices are heard and significant input is gathered. This team will work directly with and through P&DD staff, to categorize the input received and relay the feedback to the “technical team”. Creative and unique methods to engaging the community are expected. Neighborhood canvassing methods will be required from members of this team. This Consultant should plan to be present at all large community meetings and also plan to support City staff at smaller neighborhood block club meetings.

#### Management of the Project

Overall project management will be provided by P&DD. The City of Detroit will hold the contract for this study. There will be two contracts issued for this project, led through separate RFP’s. Both teams will report directly to P&DD and must be willing and able to work collaboratively with the separate consultant team.

#### GUIDING PRINCIPLES

The City of Detroit is committed to advancing design excellence in all projects that create equity, sustainability, resilience, economic opportunity, and healthy living for those within and around the designated planning area. Led by principles of participatory planning and smart growth, the Plan shall focus strategies on managing equitable growth, future land use planning, housing stabilization and development, and “Streets for People” concepts. This Plan shall incorporate the input from extensive community engagement into sound and responsive equitable urban design principles and strategies.

#### Planning for an inclusive and vibrant neighborhood must:

##### **A. Engage the Community.**

- a. Work to capture the spirit of North End residents and stakeholders through various engagement methods, including door knocking, mailed community

surveys, a robust online & virtual presence, creative and adaptive meetings, and resident and stakeholder interviews.

- b. Work with the Department of Neighborhoods to ensure community engagement throughout the entire planning process, resolving concerns during planning.
- c. Incorporate inclusive participation to capture the interests of the current stakeholders and future residents
- d. Acknowledge cultural and historic significance.

**B. Support the Planning Department’s vision to promote a healthy and beautiful Detroit, built on inclusionary growth, economic opportunity and an atmosphere of trust.**

**C. Guide future growth and development**

**D. Facilitate a healthy, active, and safe living environment for all residents, through improved connectivity and environmental stewardship.**

**5. AWARD CLAUSE INCLUDING RENEWAL OPTIONS**

If a contract is awarded as a result of this RFP it will be a City of Detroit Professional Services Contract (sample attached). The term of the contract will be for two years with option for two one-year renewal options. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council. The City anticipates one award as a result of the RFP.

**6. OPERATIONAL INFORMATION**

Awarded contractor will work closely with City Agency staff. Provide any specific contractor requirements in technical proposal.

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.

**7. SCOPE OF WORK**

*The Neighborhood Framework Plan for The North End outlined in this scope of work requires multi-disciplinary teams to cohesively integrate the categories of work listed below. Tasks for each work scope category are outlined in the following subsections.*

**Community Engagement and Participatory Planning**

**Description:**

Manage the delivery of community outreach activities and event support services as specified. Work collectively with the City and community-based organizations & service providers to increase awareness of and participation in the project among relevant stakeholders (i.e. residents, businesses, institutions, and other vested stakeholders) within the planning area.

The Consultant Team shall participate in a minimum of fifteen (15) community meetings over the established 24-month study period. Only the relevant consultant team members specified by the Project Manager may be asked to attend certain meetings as needed (many of which may be scheduled virtually).

The City of Detroit Department of Neighborhoods (DON) will coordinate community engagement efforts with the consultant in alignment with P&DD. P&DD shall be the primary lead for community engagement initiatives. The consultant and any subcontractor will not be an extension of the City of Detroit and cannot act or speak independently of the City of Detroit regarding planning efforts in the North End Neighborhood.

**Deliverables:**

- ❖ Fifteen (15) meetings, a minimum of eight (8) shall be workshop styles, block club level meetings. These block club style meetings shall occur within the first four (4) months of the kick-off of the study.
- ❖ Four (4) of the meetings will be town hall community meetings. The first of these meetings will serve as the framework kick off meeting. The middle two (2) meetings will confirm the concerns captured in surveys and notes captured from other community meetings and introduce the first draft of the neighborhood plan respectively. The fourth and final town hall meeting shall introduce the final document/plan to the community. Relevant members of the consultant team will be expected to attend these, as appropriate.
- ❖ Three (3) open air style community meetings with social distancing in place to capture residents who are not able to meet over Zoom
- ❖ The integration of tactical and “pop-up” community meeting activities is highly encouraged and supported. Creative solutions to formalize consensus building is highly sought after
- ❖ A joint tour of the neighborhood planning area. (The consultant team is expected to have further tours as necessary to gain proper perspective of the neighborhood’s challenges and opportunities.)
- ❖ Define and prepare a project role matrix of the consultant team with the identification of a main point of contact (to the City) to serve as the Project Manager.
  - The Consultant will direct the work of their project team members, and any approved subcontractors.
- ❖ Assist the City with reaching a 2,000 touchpoint milestone collectively from the following North End neighborhoods: Arden Park, the Gateway Community, and the balance of the North End neighborhood and their block clubs. Touchpoints are unique interaction counts with residents residing within the planning study area. This milestone amounts to about 95% of the area’s occupied housing units and businesses.
- ❖ Conduct one (1) neighborhood canvassing (door-to-door of occupied residences and businesses) occurring prior to the plan kick of meeting. Provide design and printing of 2,000 full color, high resolution flyers announcing the plan and 2,000 surveys to accompany the door knocking effort.
- ❖ Organize and co-moderate all prescribed public facing meetings. Manage all event support activities, such as catering light snacks and non-alcoholic beverages for meetings, reserving venues, securing audio/visual equipment, arranging for onsite childcare, and eco-friendly oriented meetings and events.
- ❖ Create and manage a database that tracks participant involvement from all outreach activities (i.e. surveying, canvassing, meetings, and events). Database should tell us how their initial touchpoint correlates to any future/ongoing in the process. Database be used to support retention efforts.
- ❖ Provide design and printing of up to 200 full color, high resolution materials for each the three (3) open air outreach event/activity as follows.

- ❖ No more than twelve (12) full color graphic exhibit boards (Arch E size) for all open area social distant meetings.
- ❖ Develop meeting collateral to be used to notify planning area stakeholders about meetings and events. Collateral should be designed for distribution on multiple platforms and use logos and branding from the City of Detroit (government access channels, Mail Chimp/GovDelivery, paper, web, SMS/Mobile). Digitize:
  - All fliers, postcards, advertisements, educational and informational materials, survey material, and other presentation materials produced for each meeting.
- ❖ Documentation of engagement events and community conversations and questions raised by attendees through note tacking, photography (if possible) and/or audio/visual media, recording Zoom meetings, and Public TV channel 10.
  - Digitally record and synthesize community feedback through text, spreadsheet data analysis, and infographics to communicate findings in effective ways to reveal key neighborhood wants and needs.
- ❖ Surveys to capture as much community feedback as possible through mailing, canvassing, online, and or texts for plan integration.
- ❖ Develop graphics, slides, renderings, and visual materials that are accessible on the City’s web page to support city staff presentations at each phase of the plan.
- ❖ Include community outreach costs outlined herein.
- ❖ Provide project administration services including:
  - Document meetings.
  - Schedule and budget monitoring.
  - Quality control review of materials prepared by team members.
  - Coordinate and issue final deliverables.

**Meetings:**

All public outreach meetings will occur during the entirety of the Framework and will report important milestones at:

*Community Zoom Meetings:*

- ❖ Fifteen (15) community outreach, and block club level meetings.

*Internal Meetings:*

- ❖ Bi-weekly project update and process management calls.
- ❖ The Project Manager for the consultant team and P&DD staff shall participate in bi-weekly meetings (the meetings shall be no shorter than one hour).
- ❖ One team kick-off meeting with all consultants and key City departments.
- ❖ At least one Neighborhood tour with the P&DD staff and relevant internal staff.

**8. TECHNICAL INFORMATION/ANTICIPATED PROJECT TIMELINE**

24 months from the date of contract execution to submit the final report. Substantial Completion and submission of the draft report shall be in twenty-four (24) months. The anticipated project times for selection of the Consultant Team and preparation of the Framework Plan and is as follows:

Q3, 2021	RFP Released
Q3/Q4, 2021	Consultant Team Selected
Q4, 2021	Contract Executed
Q4, 2021	Onboarding Orientation/Project Kick-Off
Q3, 2023	Draft Report
Q3, 2023	Final Report

**9. RESPONDENT PERFORMANCE HISTORY**

The respondent shall provide the following information:

- a. Identify in detail at least three (3) similar projects by name, subject matter, location, respondent’s services provided and the length of time respondent’s service were provided on each (use attached reference form). Included in this informal shall be the description of services provided and the time period during which the services were provided;
- b. Identify the respondent’s key personnel working on the projects identified in “section a” above;
- c. Identify any projects in which the respondent’s contract was terminated for any reason;
- d. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last ten (10) years;
- e. Attach your organization’s financial statements (CPA Certified) for the previous three years; and
- f. Provide an organization chart indicating the key personnel who will provide services resulting from this RFP. Also provide a resume for each of the key personnel.

**10. EVALUATION CRITERIA**

Technical Proposals will be evaluated before Cost Proposals are reviewed.

55 Points Maximum-Technical Proposal

**PHASE ONE CRITERIA – NON-ECONOMIC DEVELOPMENT**

A selection committee composed of City staff will review all proposals. A shortlist of the highest scoring proposals (2-5 firms) will be invited to provide interviews to the City’s review team. Pursuant to the City of Detroit’s Community Outreach Ordinance, additional engagement, prior to Council contract approval, may be required of the team finalist.

**Overall Strength of Concept/Proposal**

**20 Points**

- ❖ Demonstrates a clear vision for achieving all objectives, tasks and deliverables. (5pts)
- ❖ Proposed meeting approach, including specialized expertise within outreach team presents clear and convincing plan of action for success. (5pts)
- ❖ Demonstrates capacity to deliver material according to contract or as requested (5pts)
- ❖ Demonstrates experience and willingness to work across teams (5pts)



- Previous Project Experience** **20 Points**
- ❖ Successful examples of completing surveying and mapping products with client reference and description of professional services offered (5pts)
  - ❖ Successful examples of administering all elements of planning process(5pts)
  - ❖ Strong record of performance on projects completed within urban municipalities (5pts)
  - ❖ Experience of proposed project leaders/team members on similar projects(5pts)

- Proposed Timeline/Work Plan** **15 Points**
- ❖ Demonstrates practical ability to meet project deadlines within budget and on time (5pts)
  - ❖ Lays out clear work plan to achieve deliverables (5pts)
  - ❖ Identification of how soon firm could begin work after notification of award (5pts)

**Cost/Price – Please submit separately**

*Maximum points for Phase One Criteria not to exceed fifty-five (55) points.*

**PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT**

- |                                       |                  |
|---------------------------------------|------------------|
| <b>Detroit headquartered business</b> | <b>15 points</b> |
| <b>Detroit based business</b>         | <b>5 points</b>  |

*Maximum points for Phase Two Criteria not to exceed fifteen (15) points.*

**PHASE THREE CRITERIA ECONOMIC DEVELOPMENT & CONTRACT PERFORMANCE OF PRIME AND SUBCONTRACTOR(S)**

- |                                       |                  |
|---------------------------------------|------------------|
| <b>Detroit headquartered business</b> | <b>20 points</b> |
| <b>Detroit based business</b>         | <b>10 points</b> |

*Maximum points for Phase Three Criteria not to exceed twenty (20) points*

**11. EVALUATION PROCEDURE**

After evaluating the proposal, oral presentations may be scheduled with the respondents. A final determination will be made after the oral presentations are complete.

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.

## **12. CONTRACT APPROVAL**

Upon contract award, the City and the 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 respondent shall have no authority to begin work under the contract. The Chief Financial Officer shall not authorize any payments to the respondent prior to such approvals; nor shall the City incur any liability to reimburse the respondent regarding any expenditure for the purchase of materials or the payment of services.

## **13. REQUIRED SUBMITTAL INFORMATION**

Technical Proposal and separate Cost Proposal (i.e., organizational chart, resumes, client list, brochures, cover letter, executive summary, etc.)

## **14. SUBMITTAL INSTRUCTIONS**

All proposals must be submitted through the Oracle system. 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 Oracle System. Responses received **will not** be available for review. Proposals received will be subject to disclosure under applicable 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 Oracle System. The contact person regarding the proposal should also be specified by name, title, and phone number. The successful respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

## **15. PREPARATION OF PROPOSAL**

The proposal shall include all forms as specified in these instructions. Each proposal shall show the full legal name and businesses address of the prospective respondent, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective respondent. Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

Respondent shall provide notice in its proposal to take exception to any requirement of the RFP. 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.

## 16. REQUIRED CONTENT

Bid responses must include the following content:

### **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.

### **Required Clearances and Affidavits**

The following clearances and affidavits are required to do business with the City of Detroit. 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.

Respondents must submit requests for clearances electronically via a link in the bid response Requirement Section in Oracle.

<b>Required Clearances</b>
Income Tax
Revenue Tax

### **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.

In your introduction, please include, at a minimum, the following information and/or documentation:

- A statement to the effect that your proposal is in response to this RFP;
- A brief description of your firm;
- The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- A commitment to perform the requested work in accordance with the requirements outlined in this RFP;

- The name and contact information of the of the firm’s partner and or manager(s) that will be in charge of this project;
- The firm’s financial solvency, fiscal responsibility and financial capability;
- The age of the firm’s business and the average number of employees during each of the last three (3) years;
- The firm’s current tax status and Federal Employer Identification Number; and
- Evidence of any licenses or registrations required to provide the services under this contract.

**17. REQUIRED FORMAT**

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

- Overall Scope of Work and Operational Responsibilities;
- Respondents Performance History;
- Proposal Submission Procedure; and
- Certificate of Good Corporate Standing, if a corporation Evaluation of the respondent’s proposal will be made in accordance with Section 10 of this RFP.

**18. REQUIRED COST PROPOSAL**

Respondents are requested to make a firm cost proposal to the City of Detroit. 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

Indicate the fees you will charge to perform the services. Attach a schedule of fees or hourly rates broken out for each type of staff member that will work on the project (i.e., Sr. Partner, Partner, Associate Paralegal Typist, etc.)

**19. TECHNICAL APPROACH**

Present a brief description of procedures to be followed, presented in a form which will best assist the City is evaluating your firm’s ability to identify, evaluate and communicate while providing the requested services, e.g. fees.

**20. QUESTION DEADLINE**

*All questions regarding the RFP shall be submitted through the Oracle System.* Respondents shall provide notice to take exception to any requirements of the Request for Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal. The City of Detroit does not guarantee a response to questions not submitted after the question deadline.

**21. ECONOMY OF PREPARATION**

Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor’s ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

**22. PAYMENT**

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

**23. 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. Proponents will be notified by the Office of Contracting and Procurement of the date, time and location for Oral Presentations.

**24. ASSIGNMENT**

The services to be performed by the respondent shall not be assigned, sublet, or transferred, nor shall the 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.

**25. 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.

**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](http://www.detroitatwork.com) for specific contact information regarding these opportunities.**

**26. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL**

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

**27. BID DEPOSIT & PERFORMANCE BOND (OPTIONAL)**

Proposers must submit a bid deposit valid for at least 120 (One Hundred Twenty) days, in the form of a bid bond (City of Detroit form attached) or cashier's check in lieu of a bid bond in the amount of \$ZERO. Checks are to be made payable to the Treasurer of the City of Detroit. The amount of each respondents bid deposit will be returned to all unsuccessful respondents and the successful respondent upon contract award or rejection of proposals. **FAILURE TO SUBMIT THE BID DEPOSIT SHALL RESULT IN PROPOSAL REJECTION. BID DEPOSITS SUBMITTED IN RESPONSE TO OTHER SOLICITATIONS ARE NOT VALID FOR THIS RFP. THE ORIGINAL, FULLY EXECUTED BID BOND (ON THE CITY'S BID BOND FORM) MUST BE SUBMITTED WITH THE PROPOSAL.**

The successful respondent(s) must furnish a performance bond in the amount of ZERO% of the contract value specified in the contract (City of Detroit form attached) guaranteeing the contract will be accepted if tendered an award.

**28. CHANGES IN FACTS**

Proposers shall advise the City during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts

presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

**29. CONFIDENTIALITY OF PROPOSALS**

Once proposals have been publicly recorded they are subject to disclosure as per the requirements of the Michigan Freedom of Information Act.

**30. 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.

**31. 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.

**32. OFFICE OF INSPECTOR GENERAL**

- 32.01 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.
- 32.02 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.
- 32.03 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.
- 32.04 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.
- 32.05 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.

- 32.06 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.
- 32.07 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<sup>1</sup>

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<sup>1</sup> “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.