



**CITY OF DETROIT**

**OFFICE OF CONTRACTING & PROCUREMENT**

**REQUEST FOR PROPOSAL**

**Demolition Engineering and Design Services**

**RFP NO. 18782,1**

Proposal Due Date: (10/21/20 1:30 PM)

QUESTION DEADLINE (EST): 10/19/20 1:00 PM

*Questions will NOT be entertained after the deadline date/time*

**Conference Type:** (Pre-Bid)

Participation Type: (Optional)

Conference Date: (10/14/20 1:30 PM)

Conference Details: (Pre-Bid will be held via Zoom)

**Additional Information:** (Meeting Link:

<https://cityofdetroit.zoom.us/j/95279938678?pwd=MmYvQVV0dWFscnFSaFISQUU2eTcxZz09>)

Pre-Bid Walk Through Address: (N/A)

*Submit your response to the following contact.*

Company **City of Detroit**  
 Buyer **LATRECE YELDER**  
 Location **2 WOODWARD AVENUE**  
**STE 1100**  
**DETROIT, MI 48226**  
**UNITED STATES**

Phone  
 Fax  
 E-mail **YelderL@detroitmi.gov**

*When submitting your response, include the following information.*

|   |  |
|---|--|
| Your Company Name                         |  |
| Company Site <i>(Optional)</i>            |  |
| Address                                   |  |
| Contact Details                           |  |
| Response Valid Until<br><i>(Optional)</i> |  |

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**1 Overview**

**1.1 General Information**

|                       |   |         |                                    |
|-----------------------|---|---------|------------------------------------|
| Title                 | <b>Demolition Engineering and Design Services</b>   |         |                                    |
| Synopsis              | <b>The City of Detroit respectfully request the following, AS-NEEDED design and engineering services to support SELECT PROJECTS in the Detroit demolition program. This solicitation is NOT for management of the program as a whole.</b> |         |                                    |
| Amendment Date        | <b>9/29/20 3:07 PM</b>  |         |                                    |
| Amendment Description | <b>Updated synopsis.</b>  |         |                                    |
| Buyer                 | <b>LATRECE YELDER</b>   | Outcome | <b>Contract Purchase Agreement</b> |
| E-Mail                | <b>YelderL@detroitmi.gov</b>  |         |                                    |
| Introduction          |   |         |                                    |

This solicitation is for *Demolition Engineering and Design Services*. During the period between posting of this solicitation and final award notification, *a bidder must not communicate, directly or indirectly, with the City of Detroit Department(s) for whom the solicitation is posted for, or its employees, agents, contractors, or officials regarding any aspect of this procurement activity*, unless otherwise approved in writing by the Chief Procurement Officer. All communication concerning this solicitation shall be with the Bid Contact(s) listed for this solicitation and shall be through the Q&A portal or email only. No phone calls shall be accepted. Failure to adhere to these restrictions may result in disqualification of your offer, suspension or debarment, and may constitute a violation of law. **Only electronic submissions via Oracle Cloud will be accepted.** The firm awarded this contract will be expected to provide all of the requested services outlined in the attached RFP specification sheet:*Scope of Work*. **Equalization credits will be applied as outlined in the attached Equalization Credit Statement 3.1.19 and other documentation.**

**1.2 Schedule**

|              |                              |            |                        |
|--------------|------------------------------|------------|------------------------|
| Preview Date |                              | Open Date  | <b>9/21/20 5:22 PM</b> |
| Close Date   | <b>10/21/20 1:30 PM</b>      | Award Date |                        |
| Time Zone    | <b>Eastern Standard Time</b> |            |                        |

**1.3 Negotiation Controls**

Response Visibility **Sealed**

**Lines Settings**

Rank Indicator **No indicator displayed**  
 Ranking Method **Price only**

**1.4 Terms**

|                        |                            |                    |                          |
|------------------------|----------------------------|--------------------|--------------------------|
| Agreement Start Date   |                            | Agreement End Date |                          |
| Agreement Amount (USD) |                            |                    |                          |
| Payment Terms          | <b>Net 30</b>              | Freight Terms      | <b>Account of Seller</b> |
| Shipping Method        | <b>Lowest Cost Carrier</b> | FOB                | <b>Delivered</b>         |
| Negotiation Currency   | <b>USD (US Dollar)</b>     | Price Precision    | <b>2</b>                 |

**1.5 Attachments**

| File Name or URL               | Type | Description |
|--------------------------------|------|-------------|
| Design&Engineering-RFP.docx    | File |             |
| Scope of Work.docx             | File |             |
| Price Sheet.xlsx               | File |             |
| Capacity Sheet - 2020 Engineer | File |             |
| HISTORIC STRUCTURE - STRUCTURA | File |             |

## **2 Requirements**

*\*Response is required*

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide Engineering and Design Services.

## **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**

The City of Detroit respectfully request the following services in part or in whole:

Demolition Due Diligence, Findings & Recommendations Report, Property Condition Assessment, Historic Structural Assessment, American Land Title Association (ALTA) / National Society of Professional Surveyors (NSPS) Survey, Demolition Scope of Services, Project Coordination and other services may be requested by the City of Detroit as it relates to the demolition design and engineering.

## **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 2 (s) 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**



DEMOLITION DESIGN & ENGINEERING SERVICES

1. Overview. The City of Detroit respectfully request the following services in part or in whole:
  - a. Demolition Due Diligence. The Successful Vendor(s) must perform Demolition Due Diligence Due diligence activities include, but are not limited to, researching and reviewing all available information needed to design a given demolition project.
  - b. Findings & Recommendations Report. The Successful Vendor(s) must prepare a report for the City of Detroit thoroughly covering any findings during the Demolition Due Diligence phase. The report should also include recommendations for all means and methods related to the demolition project. All recommendations provided in the report should comply with any applicable laws, regulations, authorities and protocols.
  - c. Property Condition Assessment. The Successful Vendor(s) must assess the subject property in order to understand and identify the physical deficiencies and viability of all subject building(s).
  - d. Historic Structural Assessment. The Successful Vendor(s) must fully document the physical condition of a historic resource. A complete assessment contains photographs, illustrations, and information in narrative form that reflects the comprehensive understanding the condition and needs of the resource.
  - e. American Land Title Association (ALTA) / National Society of Professional Surveyors (NSPS) Survey. The Successful Vendor must complete what is commonly known as an ALTA survey that outlines important features of the property.

f. Demolition Scope of Services. Pending the review and approval of the Findings & Recommendations Report, Project Condition Assessment, and/or Historic Structural Assessment by City of Detroit staff, the Successful Vendor(s) must develop a comprehensive demolition Scope of Services that the city will use to procure demolition services.

g. Project Coordination. The Successful Vendor(s) must work with the City of Detroit to provide project administration services, including but not limited to, coordinating the procurement with the Office of Contracting and Procurement (OCP) and implementing demolition services as defined in the Scope of Services. Project Coordination may last from the procurement of demolition services until the project closeout.

h. Other Services. Other services may be requested by the City of Detroit as it relates to the demolition design and engineering.

The City of Detroit reserves the right to revise this Scope of Services over time to maximize efficiency and effectiveness.

City of Detroit staff must approve of every deliverable and may request numerous revisions until final versions are complete.

All work performed under this Scope of Services must be performed in accordance with any and all applicable local, State, and Federal laws, regulations, protocols, and best practices.

2. Demolition Due Diligence. The Successful Vendor(s) must perform all due diligence necessary to design the demolition means and methods. The vendor(s) must assume that demolition services will include the knocking of the structure(s), removal of debris, backfill, and final grading of the site.

They must perform the following as directed:

a. Review all available documentation. This includes, but is not limited to:

i. ALTA Survey;

ii. Topographic Survey;

iii. Phase I Environmental Site Assessment;

iv. Phase II Environmental Site Assessment (If applicable);

v. Hazardous/Regulated Materials Report;

vi. Blue Prints & other drawings;

vii. City of Detroit Demolition Program documents;

viii. Any other documentation available.

b. Coordinate with all other agencies or contractors working on the site. This includes, but is not limited to:

i. City of Detroit departments and agencies, such as the Buildings Safety and Engineering Department, or the

Detroit Transportation Corporation;

ii. State of Michigan departments and agencies, such as the Department of Environmental Quality, or Licensing and Regulatory Affairs;

iii. Federal departments and agencies, such as the Army Corps of Engineers;

iv. Entities contracted to work on the site, such as the firms providing land use and utilities surveys and asset sales;

v. Others.

c. Conduct site inspections of the property and its surroundings.

3. Findings & Recommendations Report. The Successful Vendor(s) must submit a report to the City of Detroit containing their findings and recommendations. The report should include a detailed breakdown of every component associated with the demolition of the property. It may contain, but is not limited to, the following as directed:

a. An executive summary, table of contents, introduction, and definitions of terms used;

b. A detailed analysis of the site and structure's features;

c. Recommended methods to demolish each component of the site and structure;

d. Alternative methods and justification for not recommending them;

e. A detailed schedule and tentative durations;

- f. Staging Plans and plans for the maintenance and protection of traffic;
- g. The extent and location of utility disconnections;
- h. Recommendations regarding recycling, removal of debris, and site clearing;
- i. Demonstrate compliance with all regulatory bodies;
- j. Lay out the necessary coordination with area infrastructure
- k. Lay out the necessary coordination with all Federal, State, and local agencies;
- l. Plans to mitigate adverse effects on surroundings, including dust suppression, noise control, the containment of contaminants;
- m. Plans to secure the site and establish a safe perimeter.

4. Project Condition Assessment. The Successful Vendor(s) must conduct a Property Condition Assessment in accordance with American Society for Testing and Materials (ASTM) Practice E2018 Standard Guide for Property Condition Assessments: Baseline Condition Assessment Process.

5. Historic Structural Assessment. The Successful Vendor(s) must complete Historic Structural Assessment Report that adequately documents the physical condition of a historic resource. The report should be completed in accordance with all guidelines set by the City of Detroit Historic District Commission (HDC).

6. American Land Title Association (ALTA) / National Society of Professional Surveyors (NSPS) Survey. The Successful Vendor(s) must complete an ALTA survey in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/SPS Land Title Surveys.
  
7. Demolition Scope of Services. Upon approval of the Findings & Recommendations Report, the Property Condition Assessment, and/or the Historic Structural Assessment, the City of Detroit may ask the Successful Vendor(s) to develop a demolition Scope of Services that complies with all Federal, State, local, and administrative requirements to ensure that all work is performed and carried out in a safe and timely manner.
  
8. Project Coordination. The Successful Vendor(s) must provide project administration services for the duration of the project, in its entirety or in part, as directed. This includes, but is not limited to, the following:
  - a. Coordinate with the abatement contractor(s) and other entities working on site to ensure there are no conflicts in timelines or access;
  - b. Assist OCP, as necessary, with the demolition bid solicitation process on site or present a technical overview of demolition means and methods;
  - c. Evaluate demolition proposals and provide recommendation of award as necessary;
  - d. Develop detailed demolition plans and schedules with the awarded demolition contractor;
  - e. Coordinate with the appropriate City of Detroit staff for issues related to permitting, utilities, zoning, etc.
  - f. Creating all applications for any necessary permits, variances, approvals, etc.
  - g. Coordinate with all regulatory organizations, including Federal, State, and local.
  - h. If necessary, coordinate with third party entities such as DTE Energy;

- i. Provide On-site guidance to the demolition contractor for the entire duration of their contract;
  - j. Be available at all times in case of emergencies throughout the entire duration of the project (24 hours a day, 7 days a week, including holidays);
9. Other Services. The Successful Vendor(s) must perform other related architectural, engineering, or building inspection services. This may include other services as defined by industry standards.

## **8. TECHNICAL INFORMATION N/A**

## **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**

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

Experience in providing Architect and Engineering services to demolition activities      25 points

Capacity to provide services as needed (i.e. # of PE's on staff and professional and administrative support staff in the area)      20 points



Hourly rate schedule for the staff identified under their "capacity" 20 points

Technical Proposals will be evaluated before Cost Proposals are reviewed.

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

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Detroit headquartered business 15 points

Detroit based business 5 points

*Maximum points for phase two not to exceed fifteen (15) points.*

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PHASE THREE CRITERIA ECONOMIC DEVELOPMENT & CONTRACT PERFORMANCE

## OF PRIME AND SUBCONTRACTOR(S)

Detroit headquartered business                      20 points

Detroit based business                                      10 points

*Maximum points for phase three 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 clearance and affidavits electronically in the Oracle System.

| <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:

- q A statement to the effect that your proposal is in response to this RFP;
- q A brief description of your firm;
- q The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- q A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- q The name and contact information of the of the firm's partner and or manager(s) that will be in charge of this project;
- q The firm's financial solvency, fiscal responsibility and financial capability;
- q The age of the firm's business and the average number of employees during each of the last three (3) years;

- q The firm's current tax status and Federal Employer Identification Number; and
  
- q 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:

- q Overall Scope of Work and Operational Responsibilities;
  
- q Respondents Performance History;
  
- q Proposal Submission Procedure; and
  
- q 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.

### **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**

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded they are subject 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[1]

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[1] "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.

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide Engineering and Design Services.

### **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**

The City of Detroit respectfully request the following services in part or in whole:

Demolition Due Diligence, Findings & Recommendations Report, Property Condition Assessment, Historic Structural Assessment, American Land Title Association (ALTA) / National Society of Professional Surveyors (NSPS) Survey, Demolition Scope of Services, Project Coordination and other services may be requested by the City of Detroit as it relates to the demolition design and engineering.

#### **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 2 (s) 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.

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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**

### DEMOLITION DESIGN & ENGINEERING SERVICES

1. Overview. The City of Detroit respectfully request the following services in part or in whole:
  - a. Demolition Due Diligence. The Successful Vendor(s) must perform Demolition Due Diligence Due diligence activities include, but are not limited to, researching and reviewing all available information needed to design a given demolition project .
  - b. Findings & Recommendations Report. The Successful Vendor(s) must prepare a report for the City of Detroit thoroughly covering any findings during the Demolition Due Diligence phase. The report should also include recommendations for all means and methods related to the demolition project. All recommendations provided in the report should comply with any applicable laws, regulations, authorities and protocols.
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d. Historic Structural Assessment. The Successful Vendor(s) must fully document the physical condition of a historic resource. A complete assessment contains photographs, illustrations, and information in narrative form that reflects the comprehensive understanding the condition and needs of the resource.

e. American Land Title Association (ALTA) / National Society of Professional Surveyors (NSPS) Survey. The Successful Vendor must complete what is commonly known as an ALTA survey that outlines important features of the property.

f. Demolition Scope of Services. Pending the review and approval of the Findings & Recommendations Report, Project Condition Assessment, and/or Historic Structural Assessment by City of Detroit staff, the Successful Vendor(s) must develop a comprehensive demolition Scope of Services that the city will use to procure demolition services.

g. Project Coordination. The Successful Vendor(s) must work with the City of Detroit to provide project administration services, including but not limited to, coordinating the procurement with the Office of Contracting and Procurement (OCP) and implementing demolition services as defined in the Scope of Services. Project Coordination may last from the procurement of demolition services until the project closeout.

h. Other Services. Other services may be requested by the City of Detroit as it relates to the demolition design and engineering.

The City of Detroit reserves the right to revise this Scope of Services over time to maximize efficiency and effectiveness.

City of Detroit staff must approve of every deliverable and may request numerous revisions until final versions are complete.

All work performed under this Scope of Services must be performed in accordance with any and all applicable local, State, and Federal laws, regulations, protocols, and best practices.

2. Demolition Due Diligence. The Successful Vendor(s) must perform all due diligence necessary to design the demolition means and methods. The vendor(s) must assume that demolition services will include the knocking of the structure(s), removal of debris, backfill, and final grading of the site.

They must perform the following as directed:

- a. Review all available documentation. This includes, but is not limited to:
  - i. ALTA Survey;
  - ii. Topographic Survey;
  - iii. Phase I Environmental Site Assessment;
  - iv. Phase II Environmental Site Assessment (If applicable);
  - v. Hazardous/Regulated Materials Report;
  - vi. Blue Prints & other drawings;
  - vii. City of Detroit Demolition Program documents;

viii. Any other documentation available.

b. Coordinate with all other agencies or contractors working on the site. This includes, but is not limited to:

i. City of Detroit departments and agencies, such as the Buildings Safety and Engineering Department, or the Detroit Transportation Corporation;

ii. State of Michigan departments and agencies, such as the Department of Environmental Quality, or Licensing and Regulatory Affairs;

iii. Federal departments and agencies, such as the Army Corps of Engineers;

iv. Entities contracted to work on the site, such as the firms providing land use and utilities surveys and asset sales;

v. Others.

c. Conduct site inspections of the property and its surroundings.

3. Findings & Recommendations Report. The Successful Vendor(s) must submit a report to the City of Detroit containing their findings and recommendations. The report should include a detailed breakdown of every component associated with the demolition of the property. It may contain, but is not limited to, the following as directed:

a. An executive summary, table of contents, introduction, and definitions of terms used;

- b. A detailed analysis of the site and structure's features;
- c. Recommended methods to demolish each component of the site and structure;
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- g. The extent and location of utility disconnections;
- h. Recommendations regarding recycling, removal of debris, and site clearing;
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- j. Lay out the necessary coordination with area infrastructure
- k. Lay out the necessary coordination with all Federal, State, and local agencies;
- l. Plans to mitigate adverse effects on surroundings, including dust suppression, noise control, the containment of contaminants;
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4. Project Condition Assessment. The Successful Vendor(s) must conduct a Property Condition Assessment in accordance with American Society for Testing and Materials (ASTM) Practice E2018 Standard Guide for

Property Condition Assessments: Baseline Condition Assessment Process.

5. Historic Structural Assessment. The Successful Vendor(s) must complete Historic Structural Assessment Report that adequately documents the physical condition of a historic resource. The report should be completed in accordance with all guidelines set by the City of Detroit Historic District Commission (HDC).

6. American Land Title Association (ALTA) / National Society of Professional Surveyors (NSPS) Survey. The Successful Vendor(s) must complete an ALTA survey in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/SPS Land Title Surveys.

7. Demolition Scope of Services. Upon approval of the Findings & Recommendations Report, the Property Condition Assessment, and/or the Historic Structural Assessment, the City of Detroit may ask the Successful Vendor(s) to develop a demolition Scope of Services that complies with all Federal, State, local, and administrative requirements to ensure that all work is performed and carried out in a safe and timely manner.

8. Project Coordination. The Successful Vendor(s) must provide project administration services for the duration of the project, in its entirety or in part, as directed. This includes, but is not limited to, the following:

a. Coordinate with the abatement contractor(s) and other entities working on site to ensure there are no conflicts in timelines or access;

b. Assist OCP, as necessary, with the demolition bid solicitation process on site or present a technical overview of demolition means and methods;

c. Evaluate demolition proposals and provide recommendation of award as necessary;

- d. Develop detailed demolition plans and schedules with the awarded demolition contractor;
  - e. Coordinate with the appropriate City of Detroit staff for issues related to permitting, utilities, zoning, etc.
  - f. Creating all applications for any necessary permits, variances, approvals, etc.
  - g. Coordinate with all regulatory organizations, including Federal, State, and local.
  - h. If necessary, coordinate with third party entities such as DTE Energy;
  - i. Provide On-site guidance to the demolition contractor for the entire duration of their contract;
  - j. Be available at all times in case of emergencies throughout the entire duration of the project (24 hours a day, 7 days a week, including holidays);
9. Other Services. The Successful Vendor(s) must perform other related architectural, engineering, or building inspection services. This may include other services as defined by industry standards.

**8. TECHNICAL INFORMATION N/A**

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## **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**

PHASE ONE CRITERIA – NON-ECONOMIC DEVELOPMENT

Experience in providing Architect and Engineering services to demolition activities 25 points

Capacity to provide services as needed (i.e. # of PE's on staff and professional staff in the area) 20 points and administrative support

Hourly rate schedule for the staff identified under their "capacity" 20 points

Technical Proposals will be evaluated before Cost Proposals are reviewed.

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

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

Detroit headquartered business 15 points



Detroit based business 5 points

*Maximum points for phase two not to exceed fifteen (15) points.*

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

Detroit headquartered business 20 points

Detroit based business 10 points

*Maximum points for phase three 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 clearance and affidavits electronically in the Oracle System.

|                            |
|----------------------------|
| <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:

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

outlined in this RFP;

q The name and contact information of the of the firm's partner and or manager(s) that will be in charge of this project;

q The firm's financial solvency, fiscal responsibility and financial capability;

q The age of the firm's business and the average number of employees during each of the last three (3) years;

q The firm's current tax status and Federal Employer Identification Number; and

q 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:

q Overall Scope of Work and Operational Responsibilities;

q Respondents Performance History;

q Proposal Submission Procedure; and

q 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.

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## **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.

## **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**

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded they are subject 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[1]

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[1] "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.

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide Engineering and Design Services.

## **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**

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They must perform the following as directed:

a. Review all available documentation. This includes, but is not limited to:

i. ALTA Survey;

ii. Topographic Survey;

iii. Phase I Environmental Site Assessment;

iv. Phase II Environmental Site Assessment (If applicable);

v. Hazardous/Regulated Materials Report;

vi. Blue Prints & other drawings;

vii. City of Detroit Demolition Program documents;

viii. Any other documentation available.

b. Coordinate with all other agencies or contractors working on the site. This includes, but is not limited

to:

- i. City of Detroit departments and agencies, such as the Buildings Safety and the Detroit Transportation Corporation; Engineering Department, or
- ii. State of Michigan departments and agencies, such as the Department of Licensing and Regulatory Affairs; Environmental Quality, or
- iii. Federal departments and agencies, such as the Army Corps of Engineers;
- iv. Entities contracted to work on the site, such as the firms providing land use and asset sales; utilities surveys and
- v. Others.

c. Conduct site inspections of the property and its surroundings.

3. Findings & Recommendations Report. The Successful Vendor(s) must submit a report to the City of Detroit containing their findings and recommendations. The report should include a detailed breakdown of every component associated with the demolition of the property. It may contain, but is not limited to, the following as directed:

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5. Historic Structural Assessment. The Successful Vendor(s) must complete Historic Structural Assessment Report that adequately documents the physical condition of a historic resource. The report should be completed in accordance with all guidelines set by the City of Detroit Historic District Commission (HDC).

6. American Land Title Association (ALTA) / National Society of Professional Surveyors (NSPS) Survey. The Successful Vendor(s) must complete an ALTA survey in accordance with the 2016 Minimum Standard Detail Requirements for ALTA/SPS Land Title Surveys.

7. Demolition Scope of Services. Upon approval of the Findings & Recommendations Report, the Property Condition Assessment, and/or the Historic Structural Assessment, the City of Detroit may ask the Successful Vendor(s) to develop a demolition Scope of Services that complies with all Federal, State, local, and administrative requirements to ensure that all work is performed and carried out in a safe and timely manner.

8. Project Coordination. The Successful Vendor(s) must provide project administration services for the duration of the project, in its entirety or in part, as directed. This includes, but is not limited to, the following:

a. Coordinate with the abatement contractor(s) and other entities working on site to ensure there are no conflicts in timelines or access;

b. Assist OCP, as necessary, with the demolition bid solicitation process on site or present a technical overview of demolition means and methods;

c. Evaluate demolition proposals and provide recommendation of award as necessary;

d. Develop detailed demolition plans and schedules with the awarded demolition contractor;

e. Coordinate with the appropriate City of Detroit staff for issues related to permitting, utilities, zoning, etc.

f. Creating all applications for any necessary permits, variances, approvals, etc.

g. Coordinate with all regulatory organizations, including Federal, State, and local.

- h. If necessary, coordinate with third party entities such as DTE Energy;
  - i. Provide On-site guidance to the demolition contractor for the entire duration of their contract;
  - j. Be available at all times in case of emergencies throughout the entire duration of the project (24 hours a day, 7 days a week, including holidays);
9. Other Services. The Successful Vendor(s) must perform other related architectural, engineering, or building inspection services. This may include other services as defined by industry standards.

## **8. TECHNICAL INFORMATION N/A**

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## **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

### PHASE ONE CRITERIA – NON-ECONOMIC DEVELOPMENT

Experience in providing Architect and Engineering services to demolition activities 25 points

Capacity to provide services as needed (i.e. # of PE's on staff and professional staff in the area) 20 points and administrative support

Hourly rate schedule for the staff identified under their "capacity" 20 points

Technical Proposals will be evaluated before Cost Proposals are reviewed.

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

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

Detroit headquartered business 15 points

Detroit based business 5 points

*Maximum points for phase two not to exceed fifteen (15) points.*

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

Detroit headquartered business 20 points

Detroit based business 10 points

*Maximum points for phase three 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 clearance and affidavits electronically in the Oracle System.

|                            |
|----------------------------|
| <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:

- q A statement to the effect that your proposal is in response to this RFP;
- q A brief description of your firm;
- q The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- q A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- q The name and contact information of the of the firm's partner and or manager(s) that will be in charge of this project;
- q The firm's financial solvency, fiscal responsibility and financial capability;
- q The age of the firm's business and the average number of employees during each of the last three (3) years;

- q The firm's current tax status and Federal Employer Identification Number; and
  
- q 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:

- q Overall Scope of Work and Operational Responsibilities;
  
- q Respondents Performance History;
  
- q Proposal Submission Procedure; and
  
- q 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.

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### **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.

### **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**

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded they are subject 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[1]

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[1] "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.

**2.1 Section 1. Proposer's Attachments and Affidavits**

\*1. Complete the attached form for Combined Certificates of Authority and upload to your response

Attachments:

| File Name or URL               | Type | Description |
|--------------------------------|------|-------------|
| Combined Certificates of Autho | File |             |

Select one of the following:

- a. Uploaded (*Response attachments are optional*)
- b. Not Uploaded (*Response attachments are optional*)

Comments:

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\*2. Bidder has read and complies with all provisions stated in the INSTRUCTIONS TO BIDDERS. Please check Yes or No.

Select one of the following:

- a. Yes
- b. No

Comments:

- \*3. Below document is necessary for you to upload along with the proposal:  
Reference Form

Attachments:

| File Name or URL   | Type | Description |
|--------------------|------|-------------|
| Reference Form.doc | File |             |

Select one of the following:

- a. Uploaded (*Response attachments are optional*)  
 b. Not Uploaded (*Response attachments are optional*)

Comments:

4. For information regarding the City of Detroit's Equalization Credit Statement, please download and review the attachment.

Attachments:

| File Name or URL               | Type | Description |
|--------------------------------|------|-------------|
| Equalization Credit Statement_ | File |             |

Comments:

- \*5. Will you be utilizing any Sub-Contractors?

Select one of the following:

- a. Yes (upload all required documents) (*Response attachments are optional*)  
 b. No (*Response attachments are optional*)

Comments:

- \*6. Please use the below URL to complete the Income Tax and Account Receivables Clearance process:

<http://bit.ly/detroitclearances>

Select one of the following:

- a. Completed  
 b. Not Completed

Comments:

- \*7. Attention: At the request of the Detroit City Council, all suppliers responding to a bid complete the short questionnaire and submit. Please click the URL and complete.

<https://app.smartsheet.com/b/form/d93c83d91f3143af810a31cd6f3e8701>

Select one of the following:

- a. Completed (*Response attachments are optional*)
- b. Not Completed (*Response attachments are optional*)

Comments:

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8. Attention: Considering a Joint or Mentor Venture? Click the URL.

<https://app.smartsheet.com/b/form/2359d53ee4364f709cdda15913b530d6>

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Comments:

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**3 Lines**

**3.1 Line Information**

| Line                                 | Estimated Quantity | Response Price | Line Amount | Response Minimum Release Amount |
|--------------------------------------|--------------------|----------------|-------------|---------------------------------|
| 1-Project Manager                    |                    |                |             |                                 |
| 2-Demolition Designer/Coordinator    |                    |                |             |                                 |
| 3-Environmental Specialist/Inspector |                    |                |             |                                 |
| 4-Demolition Inspector               |                    |                |             |                                 |

**3.2 Line Details**

**3.2.1 Line 1 Project Manager**

Category Name **912.40 Demolition Services**  
 Allow Alternate Lines **No**  
 Target Minimum Release Amount (USD) Estimated Total Amount (USD)  
 Start Price (USD)

**3.2.2 Line 2 Demolition Designer/Coordinator**

Category Name **912.40 Demolition Services**  
 Allow Alternate Lines **No**  
 Target Minimum Release Amount (USD) Estimated Total Amount (USD)  
 Start Price (USD)

**3.2.3 Line 3 Environmental Specialist/Inspector**

Category Name **912.40 Demolition Services**  
 Allow Alternate Lines **No**  
 Target Minimum Release Amount (USD) Estimated Total Amount (USD)  
 Start Price (USD)

**3.2.4 Line 4 Demolition Inspector**

Category Name **912.40 Demolition Services**  
 Allow Alternate Lines **No**  
 Target Minimum Release Amount (USD) Estimated Total Amount (USD)

Start Price (USD)

