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REQUEST FOR QUALIFICATIONS (“RFQ”)

CONSTRUCTION SERVICES



Small Business & Commercial Corridor Revitalization Program

Issued by the:

Economic Development Corporation
of the City of Detroit

Issued on:

July 31, 2017

The Economic Development Corporation of the City of Detroit (“the EDC”) invites professional construction skilled tradesmen or general / sub-contractors to submit a Statement of Qualifications using the electronic submission form located at:

<https://apply.motorcityre-store.com/submit/093c9cfc-f1d4-47e0-8c5d-879827caf3e8/motor-city-re-store-construction-rfq-submission-form>

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The following Parts and Attachments, together with any addendum subsequently issued in accordance with this Request, comprise the basis for the response.

PART 0 ADVERTISEMENT

PART I GENERAL

PART 0 ADVERTISEMENT

ADVERTISEMENT**Request for Statements of Qualifications (RFQ)****Construction Services****MOTOR CITY RE-STORE****Small Business & Commercial Corridor Revitalization Program**

The Economic Development Corporation of the City of Detroit (the “EDC”) is soliciting the submission of Qualifications from professional construction skilled tradesmen or general / sub-contractors to participate in the City of Detroit’s Motor City Re-Store (“MCR-S”) program, which focuses on exterior / façade improvements to existing commercial buildings in Detroit’s business districts.

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This RFQ specifically seeks qualifications from the following trade areas:

- General Contracting
- Plumbing
- Electrical
- Painting
- General Carpentry
- Finish Carpentry and Millwork
- Mechanical (HVAC)
- Insulation
- Drywall
- Concrete
- Roofing
- Custom Fencing
- Muralists
- Window Display Artists
- Metalworking Artists
- Masonry
- Demolition
- Energy efficiency and green building practices
- Glass
- Awnings
- Signage
- Greenspace Design and Implementation
- Paving and Stormwater Infrastructure

The purpose of the Motor City Re-Store Program (MCR-S) is to improve the physical conditions of Detroit's commercial corridors to make neighborhoods more attractive, more walkable, and better for business. The program has two (2) tracks:

- Track 1: Architecture & Design
- Track 2: Construction

This RFQ applies to services for Track 2 ONLY. Qualifications for Track 1 services are requested in a separate RFQ.

It is the sole intent of this Request to develop a list, valid for one year, of pre-qualified construction service providers, who are interested and willing to work with landlords and / or business owners participating in the MCR-S program.

Inclusion on the list of providers does not ensure that a provider will be selected to contract for construction services. If selected as a result of this RFQ, the service period will be one year. All interested construction service providers must re-apply one calendar year from the date of approval with MCR-S.

A copy of the documents comprising this RFQ will be available for download on the Motor City Re-Store website at www.motorcityre-store.com, beginning on July 31, 2017 at 5:00 PM.

Due Date: This RFQ will remain open through **December 31, 2017**

Requesting Agency: The Economic Development Corporation of the City of Detroit
500 Griswold St., Suite 2200
Detroit, Michigan 48226

Contact: Keith Rodgerson, Program Manager (313) 237 6099

Responses are to be submitted electronically by completing the following response form:
<https://apply.motorcityre-store.com/submit/093c9cfc-f1d4-47e0-8c5d-879827caf3e8/motor-city-re-store-construction-rfq-submission-form>

A responsive Statement of Qualifications shall confirm the service provider's proven experience and capacity to deliver quality construction services for renovating and improving existing commercial buildings in the Detroit metropolitan area.

PART I GENERAL

A. PURPOSE & INTENT

The purpose and goal of the City of Detroit's Motor City Re-Store Program (the "Program") is to improve the physical conditions of existing occupied storefronts to beautify neighborhood commercial corridors.

Motor City Re-Store (MCR-S) is soliciting qualifications for professional construction skilled tradesmen or general / sub-contractors to provide construction services for façade improvement projects across the city of Detroit.

This RFQ specifically seeks qualifications from the following trade areas:

- General Contracting
- Plumbing
- Electrical
- Painting
- General Carpentry
- Finish Carpentry and Millwork
- Mechanical (HVAC)
- Insulation
- Drywall
- Concrete
- Roofing
- Custom Fencing
- Muralists
- Window Display Artists
- Metalworking Artists
- Masonry
- Energy efficiency and green building practices
- Glass
- Awnings
- Signage
- Greenspace Design and Implementation
- Paving and Stormwater Infrastructure

It is the sole intent of this Request to *develop a list, valid for one year, of pre-qualified construction service providers, who are interested and willing to work with landlords and / or business owners participating in the MCR-S program.*

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B. SUBMISSION CONTENT

Completion of online application: <https://apply.motorcityre-store.com/submit/093c9cfc-f1d4-47e0-8c5d-879827caf3e8/motor-city-re-store-construction-rfq-submission-form>

C. SELECTION OF CONTRACTORS

Criteria for selection of construction service providers will be based on qualifications, experience, capacity and ability to execute contract and compliance with regulations.

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The responses received will be evaluated and ranked according to the following criteria:

Qualifications and Experience	45 Points
Capacity	45 Points
Minority and/or Women-owned Businesses	10 Points

- MCR-S staff will score applications using the above selection criteria before final review by management. A qualified consultant will perform due diligence and complete final review for application approval.
- Applications will be reviewed on an on-going basis. Communication regarding approval or denial of participation in the MCR-S program will be sent via email to the Proposer one month after the application is received.

D. REQUIREMENTS

Successful applicants responding to this RFQ ("Proposers") must meet the following requirements:

All work to be performed in the MCR-S program shall either be performed by or supervised by an approved, licensed tradesman (if applicable) or General Contractor.

1. Must hold a valid license for the trade which they are responding to in this RFQ
2. Must provide at least three references for work which occurred in the past 3 years
3. Must provide a company overview with the following information:
 - a) Name of Principal(s)/Owner(s)
 - b) Contact information including billing address, phone and cell phone,
 - c) Trade Skill License(s)
 - d) Years in business
 - e) Core competencies
4. List of trade associations, special training, certifications, and awards for the trade skill being responded to.
5. A list, if any, of any liens, bankruptcies, lawsuits (settled or open), disciplinary actions, suspensions, debarments or complaints (open or settled) against the Principal(s)/Owner(s), tradesmen used, or company responding to the RFQ for the last 5 years. Please provide a brief explanation and final conclusion of three lines or less for each listed incident. Listed incidents will not in and of themselves, disqualify an otherwise qualified contractor/tradesman responding to this RFQ.
6. List of third party affiliations, if any, such as Diamond Certified, LEED Certified, Angie's List, Better Business Bureau, etc.

E. REQUESTING AGENCY

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Economic Development Corporation
of the City of Detroit
500 Griswold, Suite 2200
Detroit, MI 48226
Attn: Keith Rodgerson, Program Manager

F. RESPONSE DUE DATE AND TIME

The EDC requests that responses to this Request be submitted electronically at: <https://apply.motorcityre-store.com/submit/093c9cfc-f1d4-47e0-8c5d-879827caf3e8/motor-city-re-store-construction-rfq-submission-form> on or before the date and time identified in the Advertisement Part 0.

G. DELIVERY OF RESPONSES

Responses must be submitted electronically at: <https://apply.motorcityre-store.com/submit/093c9cfc-f1d4-47e0-8c5d-879827caf3e8/motor-city-re-store-construction-rfq-submission-form> before the Proposal Due Date and Time.

H. ADDITIONS TO THIS REQUEST

Should the EDC make changes or additions to this Request, the Proposer will be directly notified via email and the online application platform, with an invitation to correct or update any revised Request documents.

I. RESPONSE FORMAT

The Respondent is requested to respond electronically to this RFQ using the submission form located at: <https://apply.motorcityre-store.com/submit/093c9cfc-f1d4-47e0-8c5d-879827caf3e8/motor-city-re-store-construction-rfq-submission-form>

The electronic submission form will capture any additional information the Respondent deems beneficial to the EDC's understanding, evaluation and confidence in the Proposer's experience, capacity, financial & organizational strengths, available key personnel, and established capability to provide or subcontract for construction services required to renovate existing occupied commercial storefronts.

The EDC's intent is that the Respondent will be able to submit the Statement of Qualifications without a great amount of additional input.

J. RESPONSE PREPARATION COSTS

The EDC requires that Respondents to this Request agree and acknowledge that submission of a Response to this Request is a voluntary action on the part of the Respondent and that the EDC will have no obligation for the costs incurred by any party in the preparation of a Response.

K. PRE-QUALIFICATION

The EDC shall evaluate and shall have the sole right to determine whether the qualifications for any respondent satisfy the requirements for participation in the program.

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L. ADDITIONAL INFORMATION

Insurance

The Proposer, if awarded a contract by an MCR-S participant, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, as more particularly described in the final contract, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Michigan. Misrepresentation of any material fact, whether intentional or not, regarding the Proposer's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract. The policies shall contain an agreement by the insurer that such policies shall not be canceled or materially changed without at least thirty (30) days prior notice to the EDC. Such policies other than Workers' Compensation and Employers' Liability shall name the "City of Detroit" and "Economic Development Corporation of the City of Detroit" as additional insureds, and shall state that the Proposer's insurance is primary, with respect to the City of Detroit, and the EDC as additional insureds, and not excess over any insurance already carried by the City of Detroit, and the EDC.

- A. Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance with minimum limits of \$500,000 for each accident, each disease, and each employee. The Proposer agrees that it will obtain a similar covenant with respect to Workers' Compensation insurance from any consultant or subcontractor retained by the Proposer to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Proposer. Comprehensive General Liability insurance (occurrence based) which conforms to the following requirements: the minimum policy limits shall be \$2,000,000 each occurrence for bodily injury and \$2,000,000 each occurrence for property damage;
- B. If the Comprehensive General policy does not contain the standard IPSO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "The insurance afforded applies separately to each insured, the policy shall contain the following cross liability endorsement:

"It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee or any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one insured been named."

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- C. The Comprehensive General Liability insurance required herein will include Contractual Liability coverage, including coverage for Proposer's obligations as defined in the Article entitled "Indemnity" of this Agreement. The Comprehensive General Liability insurance shall also include products/completed operations and independent contractors' coverages.
- D. Professional Liability (error and omission) insurance with minimum limits of \$2,000,000 each occurrence. This insurance shall be kept in force and effect for two (2) years after receipt of final payment by the Proposer. *The Professional Liability Policy, when renewed or replaced, must have a retroactive date that coincides with, or precedes, the start of work under this Agreement.
- E. Professional Liability insurance may be obtained on claims made basis, but the Proposer will be required to maintain that type of insurance in full force and effect for a minimum of six (6) years after receipt of final payment by the Proposer.
- F. Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000 combined single limit. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Proposer.

In the event the subcontractors used by the Proposer do not have insurance, or do not meet the insurance limits, or obtain a waiver from the EDC, Proposer shall indemnify and hold harmless the EDC for any claim in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

Proposer shall not commence work under the contract until all insurance required as stated herein has been obtained and such insurance has been approved or waived by the EDC.

Indemnification / Hold Harmless Agreement

Proposer shall, to the fullest extent permitted by law, in addition to any other obligation to indemnify the EDC under the contract or law, indemnify, defend, and hold harmless the EDC, the City, and their respective agents, elected officials and employees, against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against the EDC, or the City arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the Proposer, any subcontractor, anyone directly or

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indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by Proposer, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (c) liens, claims or actions made by the Proposer or any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar; or (d) any misrepresentation by or any failure by the Proposer, or any of its subcontractors to perform its obligations, either implied or expressed, under this Agreement.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the Proposer or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. All expenses, including attorney's fees, incurred by the EDC in enforcing this provision shall be borne by the Proposer.

No Collusion

By submitting a proposal in response to this RFQ, the Proposer certifies the Proposer has not divulged to, discussed or compared the proposal with other Proposers and has not colluded with any other Proposers or competitive parties.

Also, Proposer certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, in connection with the competitive proposal:

All prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for restricting competition as to any matter relating to such prices and/or cost data with any other Proposer or with any competitor.

No prices and/or cost data quoted in the proposal has been knowingly disclosed by the Proposer, and will not knowingly be disclosed by the Proposer, to any competitor prior to the scheduled opening.

No attempt has been made or will be made by the Proposer to induce any other person or company to submit or not to submit a competitive proposal.

The only person(s) or principal(s) interested in the proposal is/are named therein, and no person other than those named has/have any interest in the proposal or in the agreement to be entered.

No person or agency has been employed or retained to solicit or secure the agreement for a commission, percentage, brokerage, or contingent fee,

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excepting bona fide employees or established commercial agencies maintained by the purchaser for doing business.

Conflict of Interest

The Proposer shall provide an affirmative statement that participation in the MCR-S program will not result in any conflict of interest, potential conflict, or appearance of a conflict with the EDC. To the extent any conflict, potential conflict or appearance of a conflict exists, Proposer shall describe in its application the nature of the conflict or potential conflict and any proposed mitigation of such conflict. #A conflict of interest could arise when an employee, potential employee, officer, or agent of the EDC or any MCR-S applicant, or any member of his or her immediate family, or his or her partner, has a financial or other interest in or derives a personal benefit from a Proposer responding to this RFQ.

Compliance with Applicable Law

Should a successful Proposer under this RFQ be selected for a contract with an MCR-S awardee, Proposer understands and acknowledges that such contract will require Proposer to be compliant with certain applicable laws and regulations relative to the source of funding of the MCR-S program. To the extent the Proposer is unable to agree to comply with such laws and regulations, an awardee may not be able to issue a contract to Proposer. In addition, failure to comply with such laws and regulations during the course of contract performance may be grounds for termination of such contract.