



DOWNTOWN DETROIT PARTNERSHIP
REQUEST FOR PROPOSALS FOR CONSTRUCTION MANAGEMENT SERVICES
at the
BIZ Ambassador Headquarters and Operations Center
at 1420 Broadway - Tenant Space Modifications

REVISED FOR EXTENDED DUE DATE

DATE OF REQUEST	Issued: November 18, 2024 Reissued: January 7, 2025
PREPROPOSAL MEETING AND SITE VISIT IN-PERSON ONLY	Wednesday, January 8, 2025 Noon at 1420 Broadway, Suite 101 <i>followed by OPTIONAL visit to current Ambassador HQ at Chene Square that is being relocated to 1420 Broadway</i>
QUESTION DEADLINE	Thursday January 9, 2025, by 10:00 a.m. EST <i>All questions must be submitted in writing to proposals@downtowndetroit.org.</i>
RESPONSE TO QUESTIONS	Thursday, January 9, 2025, by 5:00 p.m. EST <i>All responses will be posted at: downtowndetroit.org/about-the-ddp/open-rfps/</i>
PROPOSAL DUE DATE	Monday, January 13, 2025, at 5:00 p.m. EST <i>Submit proposal to the Downtown Detroit Partnership by email at proposals@downtowndetroit.org.</i>



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This is an open solicitation. Any qualified potential vendor is welcome to submit a cost proposal for the entire Project Scope of Services or any portion thereof. DDP reserves the right to directly procure any portion of the Scope of Services including but not limited to furniture, fixtures, and equipment that may be excluded from the cost-plus fee calculation for Construction Management services; compensation for related Construction Management services for space preparation and installation coordination may be compensated at a rate mutually agreed upon by DDP and Vendor. **PROPOSALS MUST BE SUBMITTED BY EMAIL TO PROPOSALS@DOWNTOWNDETROIT.ORG PRIOR TO THE EXACT DATE AND TIME INDICATED ABOVE. DDP RESERVES THE RIGHT TO REJECT ANY PROPOSAL SUBMITTED LATE.**

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SECTION I- RFP INFORMATION

1. Invitation

The Downtown Detroit Partnership (“DDP”) is pleased to invite proposals in response to this Request for Proposals (“RFP”). DDP is seeking a qualified vendor to deliver high quality construction management services for tenant improvements to its existing Ambassador Satellite Location at 1420 Broadway, Suite 101, Detroit, (“Broadway”), making it the new BIZ Ambassador Headquarters and Operations Center. All uses except vehicle storage currently housed at the existing Ambassador HQ at 2652 East Jefferson will be relocated to Broadway and are included in the Project. The Services to be performed are outlined below, along with the anticipated dates for execution of a contract with the selected Vendor.



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The Vendor will commence the Services upon execution of the Contract. The Contract provided in Appendix A is a draft form subject to further review and revision by DDP prior to execution. DDP shall not be bound to the terms of any aspect of the Contract Draft. The final acceptance of any successful proposal shall be subject to, and contingent upon, the negotiation between the parties of a Contract in form and substance acceptable to DDP. **Nevertheless, Respondents should review the Contract Draft and be familiar with all the terms and conditions set forth therein prior to submitting your proposal. Any exceptions to the contract draft must be noted in the response.**

DDP reserves the right, at its discretion, from time to time, to postpone the date for submission and opening of proposals. In the event of a postponement, Respondents will be notified by email to the email address. Any proposal submitted prior to such notice may be withdrawn without penalty.

2. RFP Summary

General. This summary of terms, deadlines and requirements specific to the RFP is set forth for your immediate reference and convenience only. It does not set forth all requirements of this RFP but should be read in conjunction with the Services to be performed (Part II), the Submission Requirements (Part III), and the Appendices (Part IV) to the RFP. You should review and become familiar with all parts of the RFP prior to drafting your Submission.

Specific Terms, Deadlines and Requirements.

Project Information

Name of Project: *Downtown Detroit Partnership BIZ Ambassador Headquarters and Operations Center at 1420 Broadway - Tenant Space Modifications*

Type of Services: Construction Management Services for Design-Build Tenant Improvements. Self-performance is permitted.

Type of Vendor: Licensed Contractor with experience in the City of Detroit similar to Project

Vendor Team: The Vendor shall retain, supervise and coordinate the activities of as few or as many sub-contractors as necessary to provide all the Services, or a portion of the services, as described herein (the lead Vendor and sub-contractors shall be collectively



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referred to as the “Vendor Team”). DDP may award one contract for management and oversight of all or a portion of services to more than one vendor as described in the Scope of Services (Appendix C) of the RFP. An interested party may partner with other firms that offer complimentary services in order to provide the full spectrum of services required. If a partnership is established, Vendor must have a primary contracting entity and designate the other(s) as a subcontractor(s).

Experience Required: The Vendor Team shall be collectively experienced in the following:

Demonstrated ability to design, permit, and construct tenant improvements with plumbing, electrical, HVAC, and other reconfigurations and additions, including procurement of materials, furniture, fixtures, and equipment, monitoring, reporting and general attention to schedule, budget, quality, and detail. Furniture will be acquired by the Client. Construction Manager is responsible for coordination of installation with the furniture installer.

Working in highly visible public environments with accountability to multiple stakeholders;

Providing services with a high level of customer service, including national best practices of monitoring and reporting;

Devising innovative solutions to proactively address problems and flexibility in designing Project to adapt to changing conditions over time;

Securing permits, inspections, and certificates of occupancy for projects located in the City of Detroit; and

Recruiting staff, engaging subcontractors, and purchasing equipment and supplies with the objective of supporting local employees and companies in order of priority: Downtown Detroit Business Improvement Zone, City of Detroit, State of Michigan, United States.

Contract Information

Anticipated Contract Execution Date: No later than January 28, 2025

Anticipated Contract Term: Commencement to Completion. Time is of the essence.

Anticipated Contract Form: Cost Plus

Pre-Proposal Meeting: *All interested Respondents are encouraged to attend a pre-proposal meeting.* Interested Respondents will have the opportunity to ask clarifying questions regarding this RFP, tour the Project space, and tour and off-site space that is



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being consolidated into Project. Responses to all preliminary questions and a list of firms attending the meeting will be provided to all interested Respondents.

- Date:** Wednesday, January 8, 2025
- Time:** Noon
- Meeting Location:** 1420 Broadway, Suite 101 (IN-PERSON ONLY)

Confirm Meeting Attendance:

- Email:** proposals@downtowndetroit.org
- Subject:** Indicate “Broadway CM RFP” as subject.
- Contents:** Provide company name, physical address, primary contact, email, and telephone number.

SECTION II- SERVICES TO BE PERFORMED

This RFP is for Tenant Improvements to house the Downtown BIZ Ambassador Headquarters and Operations Center at 1420 Broadway, Suite 101, Detroit, Michigan. The Vendor shall perform the Services as described in the Scope of Services (Appendix C). **Prior to submitting your Submission, please be sure to review and fully understand the Scope of Services.**

The Scope of Services include Design-Build Tenant Improvements at 1420 Broadway, Suite 101 and auxiliary storage in room shared with Landlord in attached parking garage generally described in Appendix C.

1. Staffing

Personnel. The Vendor shall, at its own expense, employ all personnel and retain all Subcontractors as required to perform the Services, and shall be solely responsible for their work, compensation, direction and conduct during the Contract Term. The Vendor and its Subcontractors will be expected to cooperate fully with DDP personnel and Landlord. All personnel selected by the Vendor as required under the Contract shall be employees or approved Subcontractors of the Vendor and not of DDP.

Subcontractors. To the extent that the Vendor is authorized under the Contract to enter into subcontracts for specialized services in connection with the performance of the Services, such authorization shall be subject to the prior written approval by DDP of such Subcontractor (other than members of the Vendor Team which have been previously approved), the Scope



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of Services, compensation and the principal responsible for supervising the performance of the Subcontractor's activities. The Vendor, and not DDP, will be responsible for the Subcontractor's work, acts and omissions.

Person in Charge. The Respondent shall identify the member of the Vendor Team's staff who will have primary responsibility to supervise and coordinate the performance of the Services.

2. Compensation

Subject to and in accordance with the final terms of the Contract, DDP shall compensate the selected Vendor as follows:

In General. Under the Contract, DDP will agree to pay to the Vendor on a Cost Plus basis not to exceed the Maximum Compensation to be negotiated between DDP and the selected Vendor. The Maximum Compensation shall be payable as provided in the Contract.

Payments. In order to receive payment for Services, the Vendor will be required to submit a monthly Invoice setting forth in detail, for the period for which payment is requested, the Services actually rendered during that period itemized, and the amount of payment requested and due therefore. Invoices may not be submitted more than once per month. All Invoices shall be subject to DDP's review, verification and approval. All payments shall be conditioned upon DDP's sole determination that all Services have been performed satisfactorily and in accordance with the terms of the Contract.

Sales and Use Tax. DDP is exempt from state and local sales and use taxes. SUCH TAXES SHALL NOT BE INCLUDED IN PROPOSALS or in invoices submitted under the Contract. Unless otherwise agreed in writing, Vendor shall pay any and all taxes, excises, assessments or other charges of any kind levied by any governmental authority in connection with the Contract and any Services provided thereunder including, but not limited to, any such governmental charges of any kind levied on the production, transportation, sale or lease of any equipment, supplies, materials or other property or services of any kind used or transferred in the performance of the Services. Vendor and all members of the Vendor Team shall hold DDP harmless from the payment of any and all such taxes, contributions, penalties, excises, assessments or other governmental charges. DDP will provide the selected Vendor with appropriate sales and use tax exemption certificate evidencing DDP's tax-exempt status.

Contract Conditions

In General. The acceptance of any proposal and selection of any Vendor shall be subject to, and contingent upon, the execution by DDP of a Contract substantially in the form of the



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Contract Draft annexed hereto or otherwise agreed upon by DDP and Vendor. DDP shall not be bound to the terms of the Contract Draft but shall use such form as a basis of negotiating a final Contract with the selected Vendor, if any.

Specific Terms. The Contract shall contain, among other terms, certain provisions required by law and by policies of DDP including, without limitation, the following providing that the Vendor:

shall defend, indemnify and hold harmless the Downtown Detroit Partnership (DDP), Detroit Downtown Inc. (DDI), and the Downtown Detroit Business Improvement Zone (BIZ) against any claims or damages relating to its acts and omissions;

shall maintain financial and other records relating to the Contract, including, without limitation, payroll records, for a period of seven (7) years from the end of the Contract Term, and shall make such records available for inspection and audit;

shall maintain insurance (as specified in Appendix B) with insurers licensed or authorized to provide insurance and in good standing in the State of Michigan, such policies to be in a form acceptable to, and include any conditions reasonably required by DDP, and naming DDP, DDI, the BIZ as additional insureds; shall be licensed to conduct business in the State of Michigan and City of Detroit;

shall represent and warrant that neither it nor any of its directors, officers, members, or employees has any interest, nor shall they acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the Services as set forth in the Contract. Further, the Vendor must agree that it shall employ no person having such a conflict of interest in the performance of the Services; and

shall agree to Wayne County as the venue in any legal action or proceeding between the Vendor and DDP.

Respondents are directed to the Contract Draft (Appendix A) for the specific language of the provisions referred to in the foregoing paragraphs.

General Conditions, Terms, Limitations and Requirements.

Proposal as Offer to Contract. Unless a specific exception is noted, submission of a proposal in response to this RFP shall constitute an offer on the part of the successful Respondent to execute the Contract substantially in the form annexed hereto. Any supporting documents or other items attached as exhibits to this RFP shall be incorporated into the Contract. The successful Respondent shall cooperate in supplying any information as may be required.



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Respondent's proposal shall remain open for acceptance by DDP and shall remain firm and binding upon the respondent for at least 90 days after the date on which the proposals are received by DDP, except that DDP may by written notice to the Respondent extend that date for an additional 45 days.

News Releases and Media. Recipients of this RFP shall make no news or press release pertaining to this RFP or anything contained or referenced herein without prior written approval from DDP. All media communications and press releases pertaining to this RFP must be made in coordination with DDP and are subject to the prior approval of DDP.

Investigations/Derogatory Information. The Respondent, the members of its Vendor Team, and all officers, principals, principal shareholders, partners and members thereof, if applicable, may be requested to complete a background questionnaire and may be subject to investigation by DDP. The selection of a Respondent may be rejected or revoked in DDP's sole discretion in the event any derogatory information is revealed by such investigation including, without limitation, that any such persons is determined:

- to have been convicted of a misdemeanor and/or found in violation of any administrative, statutory or regulatory provisions in the past five (5) years;

- to have been convicted of a felony and/or any crime related to truthfulness and/or business conduct in the past ten (10) years; to have any felony, misdemeanor and/or administrative charges currently pending;

- to have received written notice of default in payment to the City of Detroit of any taxes, sewer rents or water charges, unless such default is then being contested with due diligence in proceedings in a court or other appropriate forum; or

- to have received written notice of violations from the City of Detroit Buildings, Safety Engineering and Environmental Department (BSEED) or Human Resources Department.

Freedom of Information Act. All Submission(s) submitted to DDP in response to this RFP may be disclosed in accordance with the standards specified in the Freedom of Information Act, Act 442 of 1976 (MCL 15.231 et seq.) ("FOIA"). A Respondent may provide in writing, at the time of its Submission(s), a detailed description of the specific information contained in its Submission(s) which it has determined is a trade secret and which, if disclosed, would substantially harm such entity's competitive position. This characterization shall not be determinative but will be considered by DDP when evaluating the applicability of any exemptions in response to a FOIA request.



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Costs. DDP shall not be liable for any cost incurred by the Respondent in the preparation of its Submission(s) or for any work or services performed by the Respondent prior to the execution and delivery of the Contract. DDP is not obligated to pay any costs, expenses, damages or losses incurred by any Respondent at any time unless DDP has expressly agreed to do so in writing.

DDP Rights. This is a “Request for Proposals” and **not** a “Request for Bids.” DDP shall be the sole judge of whether a proposal conforms to the requirements of this RFP and of the merits and acceptability of the individual proposals. Notwithstanding anything to the contrary contained herein, DDP reserves the right to take any of the following actions in connection with this RFP:

- amend, modify or withdraw this RFP;
- waive any requirements of this RFP;
- require supplemental statements and information from any Respondents to this RFP;
- award a contract to as many or as few or none of the Respondents as DDP may select; to award a contract to entities who have not responded to this RFP;
- accept or reject any or all proposals received in response to this RFP;
- extend the deadline for submission of proposals; negotiate or hold discussions with one or more of the Respondents;
- permit the correction of deficient proposals that do not completely conform with this RFP;
- waive any conditions or modify any provisions of this RFP with respect to one or more respondents;
- reject any or all proposals and cancel this RFP, in whole or in part, for any reason or no reason, in DDP's sole discretion.

DDP may exercise any such rights at any time, without notice to any Respondent or other parties and without liability to any Respondent or other parties for their costs, expenses or other obligations incurred in the preparation of a proposal or otherwise. All proposals become the property of DDP.

Applicable Law. This RFP and any Contract, Subcontract or any other agreement resulting henceforth shall be governed by the laws of the State of Michigan, and are subject to all applicable laws, rules, regulations and executive orders, policies, procedures and ordinances of all Federal, State and City authorities, as the same may be amended from time to time, including without limitation, equal employment opportunity laws.

Modifications and Questions.



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DDP will advise RFP Respondents of any modifications to this RFP by posting them on its Website (accessed at www.downtowndetroit.org). Nothing stated at any time by any representative of DDP or of any other entity shall effect a change in or constitute a modification to this RFP unless posted on the website or confirmed in writing by DDP.

Respondents may submit questions and/or request clarifications from DDP by submitting them *in writing by email* to proposals@downtowndetroit.org. All questions and requests for clarifications must be submitted no later than the close of business the day following the Pre-Proposal Meeting listed in the RFP Summary. Any questions or requests for clarifications received after the Pre-Proposal Meeting will not be answered. Communications related to the RFP with DDP employees or existing Vendors by any means other than by email to proposals@downtowndetroit.org may result in disqualification of the Respondent at DDP's sole discretion.

Respondents are reminded to check the DDP Website (accessed at downtowndetroit.org/about-the-ddp/open-rfps/) periodically to view updated information and answers to questions posed by other Respondents.

While DDP may send Notices, Addenda or other information related to this RFP to Respondents via e-mail alerts or otherwise in writing, such e-mail alerts and other written materials shall be considered courtesy copies only. In the event any conflict exists between any information set forth on the DDP Website and any Notice, Addendum or other information provided to a Respondent by DDP in writing via e-mail or otherwise, the information set forth on the Website will govern and be definitive. DDP is not obligated to provide a Respondent with any Notices, Addendum or other information that appears on the Website in writing, and the fact that DDP may have sent one or more e-mails, Notices, Addenda or other written information to a Respondent shall not be deemed to imply that DDP has any duty or obligation to continue to do so.

Brokerage Fees or Commissions. DDP shall not be obligated to pay any fee, cost or expense for brokerage commissions or finder's fees with respect to the execution of the Contract. The Respondent agrees to pay the commission or other compensation due to any broker or finder in connection with the Contract, and to indemnify and hold harmless DDP from any obligation, liability, cost and/or expense incurred by DDP as a result of any claim for commission or compensation brought by any broker or finder in connection with the Contract.



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Additional Work. During the Contract, DDP, at its sole discretion, may choose to work with the selected Vendor and/or hire its services for projects other than the Scope of Services or projects that exceed the Scope of Services described herein. DDP’s decision to do so may be based on the firm’s relevant experience and its successful performance under the Contract.

Proposals from Principals. Only proposals from principals will be considered. Individuals in representative, agency or consultant status may submit proposals only at the direction of certified principals, where the principals are solely responsible for paying for such services.

Disclaimer. DDP, and its respective officers, directors, agents, members and employees make no representation or warranty and assume no responsibility for the accuracy of the information set forth in this RFP. Further, DDP does not warrant or make any representations as to the quality, content, accuracy or completeness of the information, text, graphics, links or any other facet of this RFP once it has been downloaded or printed from this or any server, and hereby disclaim any liability for any technical errors or difficulties of any nature that may arise in connection with the Website on which this RFP is posted, or in connection with any other electronic medium utilized by Respondents or potential Respondents in connection with or otherwise related to the RFP.

SECTION III- SUBMISSION REQUIREMENTS

Submission

Proposals to be Submitted: Electronically by email to proposals@downtowndetroit.org

Submission Deadline:

Monday, January 13, 2025

Time: 5:00 p.m. EST

Method: Email response to proposals@downtowndetroit.org

Format: Proposals must be formatted as described and include all information detailed in Appendix D. Completion of the Excel Sheet furnished within Appendix D is preferred.

Proposals are due and must be received by the Recipient at the location designated above. Proposals received after the indicated date and hour and/or at a different location may not be



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considered. **ELECTRONIC SUBMISSION TO PROPOSALS@DOWNTOWNDETROIT.ORG IS REQUIRED.**

DDP reserves the right, at its discretion, from time to time, to postpone the date for submission and opening of proposals. **Respondents are again reminded to check the Website periodically for updated information, which may include a notice of postponement.** Any proposal submitted prior to such notice may be withdrawn without prejudice.

Please note that you must respond to this RFP in order to be eligible to be considered for the award of the Contract for the Services pursuant to this RFP.

For more information, please contact DDP **in writing** at proposals@downtowndetroit.org.

Selection Criteria. DDP will evaluate and rate each Respondent's Submission based on the criteria as set forth below. This evaluation and scoring will determine the Respondent's qualifications rating. Respondents will then be ranked in accordance with such DDP will review Respondents in their totality. The selected Respondent, if any, will be a Respondent whose proposal is most advantageous to DDP's goals. Criteria on which DDP will base its selection may include, without limitation, the following:

1. A minimum of five years' experience delivering design-build construction management for commercial tenant improvements with individual project budgets exceeding \$50,000 and project scope that includes the construction of restrooms and plumbing additions, relocations, and extensions;
2. Experience delivering design-build construction management for commercial tenant improvements. Detroit experience is preferred;
3. Relevance of the Vendor Team's experience and reference submissions from current and former projects, with clear evidence of high-quality service delivery, excellence, and creativity in contexts similar to the Project;
4. Evidence that the Vendor Team has supported local economies within which it has worked by seeking subcontractors, employees and equipment purchases from within the local municipality;
5. Competitiveness of proposed fee and cost schedules;
6. Competitiveness of proposed Project schedule and proposed Project completion date; and
7. Recommendations presented to DDP that will enhance the quality of its Project, reduce Project costs, and reduce maintenance costs.



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SECTION IV- APPENCEDIES

- **Appendix A. Draft Contract**
- **Appendix B. Insurance Requirements**
- **Appendix C. Scope of Services**
 - **Appendix C-1. 1420 Broadway Concept Plan**
 - **Appendix C-2. 1420 Broadway Existing Conditions**
- **Appendix D. Proposal Response Contents and Format**
 - **Appendix D-1. RFP Response Form**

APPENDIX A

Contract Draft

AGREEMENT

This Agreement (“Agreement”) is made this ___ day of _____, 2025, by and between INSERT COMPANY NAME, whose address is INSERT COMPANY ADDRESS and INSERT COMPANY NAME (“Contractor”), whose address is _____, _____. INSERT NAME and Contractor are sometimes collectively referred to in this Agreement as the “Parties”.

The circumstances underlying the execution of this Agreement are as follows:

- A. INSERT COMPANY NAME is an affiliate of INSERT COMPANY NAME.
- B. INSERT COMPANY NAME also provides certain services to accomplish the purposes of the Downtown Detroit Business Improvement Zone, a Michigan public body corporate (“BIZ”).
- C. On or about _____, 2024 INSERT COMPANY NAME issued a Request for Proposals (the “RFP”), pursuant to which INSERT COMPANY NAME requested proposals for Construction Management Services (as more particularly described in the RFP, the “Program”).
- D. Contractor submitted a Proposal dated _____, 2024 (the “Proposal”) pursuant to the RFP, and subject to the terms of this Agreement, INSERT COMPANY NAME has selected Contractor to perform the services and provide the materials and equipment called for in the Program.
- D. The RFP and the Proposal, together with any revisions, exceptions or additions contained in Section 1.2 below, are collectively referred to as the “RFP Documents” and are hereby incorporated herein by reference.
- E. The Parties desire to set forth the terms and provisions which will govern Contractor’s work in the Program.

THEREFORE, the Parties agree as follows:

I. SCOPE OF SERVICES

1.1 Description of Specific Responsibilities. Contractor shall perform for INSERT COMPANY NAME the Services and provide the materials and equipment described in the RFP Documents



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(the “Services”). Any changes to the scope of Services must be in writing and signed by both Parties.

1.2 Mode and Manner of Providing Services. Contractor shall provide all Services in a professional and diligent manner and in accordance with the terms of the RFP Documents, subject to the following revisions, exceptions or additions to the RFP Documents:

_____.

II. PAYMENT

1.1 Compensation As compensation for the Services, INSERT COMPANY NAME will pay Contractor the amounts set forth in the RFP Documents. Such amounts shall be payable within thirty (30) days following INSERT COMPANY NAME receipt a correct written invoice stating the Services provided by Contractor. If a time for payment for a particular element of the Services is not specified in the RFP Documents, an invoice for such payment shall be submitted to INSERT COMPANY NAME on the first day of the month following completion of such element of the Services.

2.2 Waivers of Lien. At INSERT COMPANY NAME request and as a prerequisite to payment, Contractor shall submit a sworn statement and construction lien waivers to INSERT COMPANY NAME covering the Services for which Contractor is seeking payment. Final waivers of lien shall be delivered to INSERT COMPANY NAME as a prerequisite to final payment to the Contractor.

III. TERM AND TERMINATION

3.1 Term. This Agreement shall be effective as of _____, 2024 (the “Effective Date”). This Agreement shall be in effect from the Effective Date through and including _____, 20XX, unless terminated prior to that date in accordance with Section 3.2 below.



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3.2 Termination.

3.2.1 Either Party may terminate this Agreement should the other Party fail substantially to perform in accordance with the terms of this Agreement and such failure shall continue without a cure for a period of seven (7) days after written notice from the Party initiating the termination.

3.2.2 INSERT COMPANY NAME may terminate this Agreement (in whole or in part) upon not less than seven (7) days' written notice to Contractor for INSERT COMPANY NAME convenience and without cause. INSERT COMPANY NAME also may elect not to renew the Services in accordance with the terms of the RFP Documents.

3.2.3 In the event of termination or non-renewal of this Agreement, Contractor, as its sole and exclusive remedy, shall be compensated for Services actually performed prior to termination or non-renewal.

IV. INSURANCE AND INDEMNIFICATION

4.1 Insurance. Contractor shall, at its own expense, beginning no later than the Effective Date, carry and maintain the insurance policies and coverages specified in Appendix B to the RFP. Such policies and coverages shall conform and be maintained in accordance with the terms set forth in Appendix A to the RFP (with Contractor being the "Vendor" and INSERT COMPANY NAME being the "Client" in such Appendix).

4.2 Indemnification. Contractor shall indemnify, defend, and hold harmless INSERT COMPANY NAME and other parties as set forth in Appendix B to the RFP (with Contractor being the "Vendor" and DDI being the "Client" in such Appendix).

V. GENERAL PROVISIONS

5.1 Independent Contractor Status. Within the meaning of all applicable federal, state and municipal laws, rules and regulations, the relationship of Contractor to INSERT COMPANY NAME shall be deemed to be that of independent contractor and nothing herein shall be construed as creating any employment relationship. Contractor acknowledges that neither Contractor nor any of its employees are employees of INSERT COMPANY NAME. Further, it is expressly understood and agreed by the Parties that nothing contained in this Agreement shall



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be construed to create a joint venture, partnership, association, or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship was and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. In no event shall either Party be liable for the debts or obligations of the other of them except as otherwise specifically provided in this Agreement. The terms of this Section

5.1 shall survive the termination of this Agreement.

5.2 Taxes and Withholding. As an independent contractor, Contractor shall be solely responsible for complying with all federal, state and municipal laws, rules and regulations, including, without limitation, reporting the compensation described in this Section II to applicable taxing authorities, withholding of federal income taxes, state income taxes, FICA and FUTA taxes and other payroll deductions, and all premiums or payments made for workmen's compensation coverage, overtime, unemployment benefits or any other payments required by law to be made by Contractor. Contractor shall timely file all applicable state, federal or local tax returns.

5.3 Governing Law; Venue. This Agreement is deemed to be made under and shall be construed according to the laws of the State of Michigan without regard to provisions relating to conflict of laws. Any action involving this Agreement shall be brought and maintained solely in Wayne County circuit court or a Federal court sitting in Detroit, Michigan.

5.4 Assignment. Neither Party shall assign this Agreement or any part thereof without consent of the other; provided, however, that INSERT COMPANY NAME may collaterally assign this Agreement to an affiliate, including INSERT COMPANY NAME.

5.5 Waiver. A waiver by either Party of any term or condition of this Agreement in any instance shall not be deemed or construed to be a waiver of such term or condition for the future, or of any subsequent breach thereof. All rights, remedies, undertakings or obligations contained in this Agreement shall be cumulative and none of them shall be in limitation of any other right, remedy, undertaking or obligation of either Party.

5.6 Severability. If and to the extent that any court of competent jurisdiction holds any provision or part thereof of this Agreement to be invalid or unenforceable in a final nonappealable order, such holding shall in no way affect the validity of the remainder of this Agreement.



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5.7 Entire Agreement; Amendments. This Agreement, including the RFP Documents incorporated herein, contains the entire agreement between Contractor and INSERT

COMPANY NAME with respect to the transactions contemplated herein, and supersedes all previous written and oral negotiations, commitments and understandings. Its terms shall not be altered or otherwise amended except pursuant to an instrument in writing signed by each of the Parties and making specific reference to this Agreement.

5.8 Compliance with Law. Contractor shall comply with all applicable local, state and federal laws, and with all applicable court, government agency and other orders, that govern Contractor’s performance of the Services.

5.9 Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when hand delivered, mailed by first class mail or registered overnight courier to the addresses listed on the first page of this Agreement.

IN WITNESS WHEREOF, the Parties have caused this Service Agreement to be executed on the dates indicated below.

COMPANY NAME:

a Michigan corporation

By: _____
Name: _____
Its: _____

CONTRACTOR:

INSERT COMPANY NAME

By: _____
Name: _____
Its: _____

APPENDIX B

Insurance and Indemnification

The Vendor and all Approved Subcontractors shall carry and maintain, during the Term, the following insurance issued by insurance companies authorized to provide insurance and in good standing in the State of Michigan:

<u>TYPE</u>	<u>AMOUNT</u>
A. Workers' Compensation	Statutory
Employers' Liability	\$500,000/\$500,000/\$500,000
B. Commercial General (public) Liability Insurance	
a. General Aggregate limit	\$2,000,000
b. Products & Completed Operations limit	\$2,000,000
c. Personal & Advertising Injury limit	\$1,000,000
d. Each Occurrence limit	\$1,000,000
<i>The above insurance to include coverage for the following: Premises/Operations, Independent Contractors, Products/Completed Operations, Personal Injury and Contractual liability</i>	
C. Broad form property damage, to include fire legal liability	\$50,000 per occurrence
D. Business Automobile Liability	
a. Owned/leased vehicles	Combined Single Limit (CSL) of \$1,000,000
b. Non-owned vehicles	
c. Hired vehicles	
E. Umbrella Coverage	\$5,000,000

Vendor shall provide Certificates of Insurance evidencing such insurance and proof of payment of insurance premiums. Vendor must notify the Client within 24 hours of any cancellations of such insurance policies. In addition, the Vendor's insurance companies must have an A.M. Best rating of "A" or better.



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The Vendor shall cause the Client, the BIZ, DDP and such other parties as the Client may reasonably request to be named as additional insured parties under all insurance policies purchased and maintained by the Vendor and/or Approved Subcontractors under this Contract.

The Vendor waives all of its rights against the Client for damages covered by property insurance. The Vendor shall obtain a similar waiver from all members of the Vendor Team and the Approved Subcontractors and all other parties engaged by the Vendor. The Vendor waives all of its rights of recovery against the Client because of deductible clauses in, or inadequacy of limits in, any policies of insurance that are in any way related to the work and that are secured and maintained by the Vendor. The Vendor waives any of its rights of recovery against the Client because of a lack of insurance coverage. The Vendor shall obtain similar waivers from all members of the Vendor Team and the Approved Subcontractors and all other parties engaged by the Vendor.

Not less than thirty (30) days prior to the expiration or renewal date of any insurance required under this Contract, the Vendor shall furnish to the Client updated replacement certificates of insurance evidencing the continuation of all coverage.

Indemnification.

The Vendor shall indemnify, defend and hold the Client, the BIZ and DDP and their respective officers, directors, trustees, members, employees and agents (collectively, the “**Client Group**”) harmless from and against any and all liability, claims, damages, losses and expenses, including without limitation, attorneys’ fees and costs whether or not attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property:

- (i) to the extent Vendor’s actions are not in conformity with the reasonable directions of Client;
- (ii) to the extent Vendor takes an action on behalf of Client which is negligent, constitutes willful misconduct, is not in good faith, or is otherwise unreasonable under the circumstances;
- (iii) arising out of the Vendor’s breach of this Contract; or
- (iv) arising directly out of the negligence or willful misconduct of the Vendor, the Vendor Team or the Vendor Affiliates. The term “**Vendor Affiliates**” shall include, but is not



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limited to, Vendor's officers, directors, shareholders, employees, contractors, subcontractors and agents. The terms of this Section shall survive the expiration or earlier termination of this Contract.

In claims against any person or entity indemnified under this Section by an employee of the Vendor, any Approved Subcontractor, or anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under 8.1 shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Vendor or an Approved Subcontractor under workers' compensation acts, disability benefit acts or other employee benefit acts.

The Vendor shall promptly advise the Client in writing of any action, administrative or legal proceeding or investigation as to which this indemnification may apply, and the Vendor, at the Vendor's sole cost and expense, shall assume on behalf of the parties indemnified hereunder and conduct with due diligence and good faith the defense thereof; provided, that the Client shall have the right to be represented therein by advisory counsel of its own selection and at its own expense; and provided further, that if the defendants in any such action include both the Vendor and any member of the Client Group and the Client Group shall have reasonably concluded that there may be legal defenses available to it which are different from or additional to, or inconsistent with, those available to the Vendor, the Client Group shall have the right to select separate counsel to participate in the defense of such action on the Client Group's behalf and at the Vendor's expense. To the extent that the Vendor fails to fully perform in accordance with this Section, the Client, at its option, and without relieving the Vendor of its obligations hereunder, may so perform, but all costs and expenses so incurred by the Client in that event shall be reimbursed by the Vendor to the Client.

APPENDIX C

Scope of Services

SUMMARY OF VENDOR TASKS

The Project, as agreed upon by DDP and Vendor, must be substantially completed on or before the date of completion proposed by Vendor and approved by the Client.

The responsibilities of the Vendor are as follows:

- a. Develop project schedule and budget, and provide project cost estimates based on concept plan.
- b. Provide value engineering services for Project.
- c. Finalize Project Plan including budget, schedule, and materials list with DDP.
- d. Identify and procure long lead time items needed to fit within project schedule.
- e. Prepare and submit all required permit applications including the production of sealed drawings and any other permitting requirements.
- f. Obtain all permits required to construct the project.
- g. Construct Project according to approved Project Plan.

SUMMARY OF TENANT IMPROVEMENTS REQUIRED

- a. Add restrooms to code, preferably single occupancy (anticipate retaining one of two existing single occupancy ADA restrooms and adding four non-ADA single occupancy restrooms)
- b. Add laundry facilities with washer, dryer, and storage (potentially reconfiguring one of two existing single-occupancy ADA restroom)
- c. Add chemical dilution mixing station (requires water supply – client will supply mixing station)
- d. Coordinate installation of workspaces for six people (work surfaces approximately 4'x2' per person with no private offices required)
- e. Install a minimum of 75 lockers (prefer repurposing existing large storage area and reusing existing 45 lockers – client will supply lockers)
- f. Reconfigure existing and add new storage solutions (main space and parking garage storage area)



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- g. Other scope as determined by DDP and Vendor
- h. Recommended items to retain that are currently located at 1420 Broadway Suite 101 (minimum):
 - i. Lockers
 - ii. Furniture (tables, chairs, movable kitchenette island, black storage cabinets)
 - iii. Workstation (may be relocated)
 - iv. IT, security equipment, and time clock (may be relocated)
 - v. Polished concrete flooring. Alternate floor covering optional in restrooms with approval of the Client.
 - vi. Lighting

SUMMARY OF TENANT IMPROVEMENTS DESIRED, IF SCHEDULE AND BUDGET ALLOW

- a. Add private meeting space for up to six occupants (accommodate private conversations but fully soundproof not required)
- b. Add shades or other solution on west-facing windows only to reduce sun glare and heat
- c. Reconfigure existing kitchenette and break area to maximize functionality for same purpose
 - i. Add freestanding ice and water machine (goal is to eliminate single use bottled water for Ambassador team)
 - ii. Replace existing residential-grade dishwasher with commercial grade
 - iii. Upgrade stationary cabinetry, sink, and faucet to increase durability, ease of maintenance and functionality (if budget allows) and functionality (if budget allows)
- d. Add acoustic solutions to minimize noise reverberation and increase functionality of space
- e. Add exterior signage

3. Program Outcomes Required

- a. A functional space that accommodates:
 - i. Daily efficient operations and deployment of the Downtown Detroit BIZ Ambassador Program
 - ii. Occasional community meetings and similar activities
- b. Delivery aligned with project goals to develop an active neighborhood hub that is



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economically and environmental sustainability, facilitates collaboration and training, and withstands rigorous daily use by a field team and management and support staff of up to approximately 75 people per shift and approximately 125 people per day; and

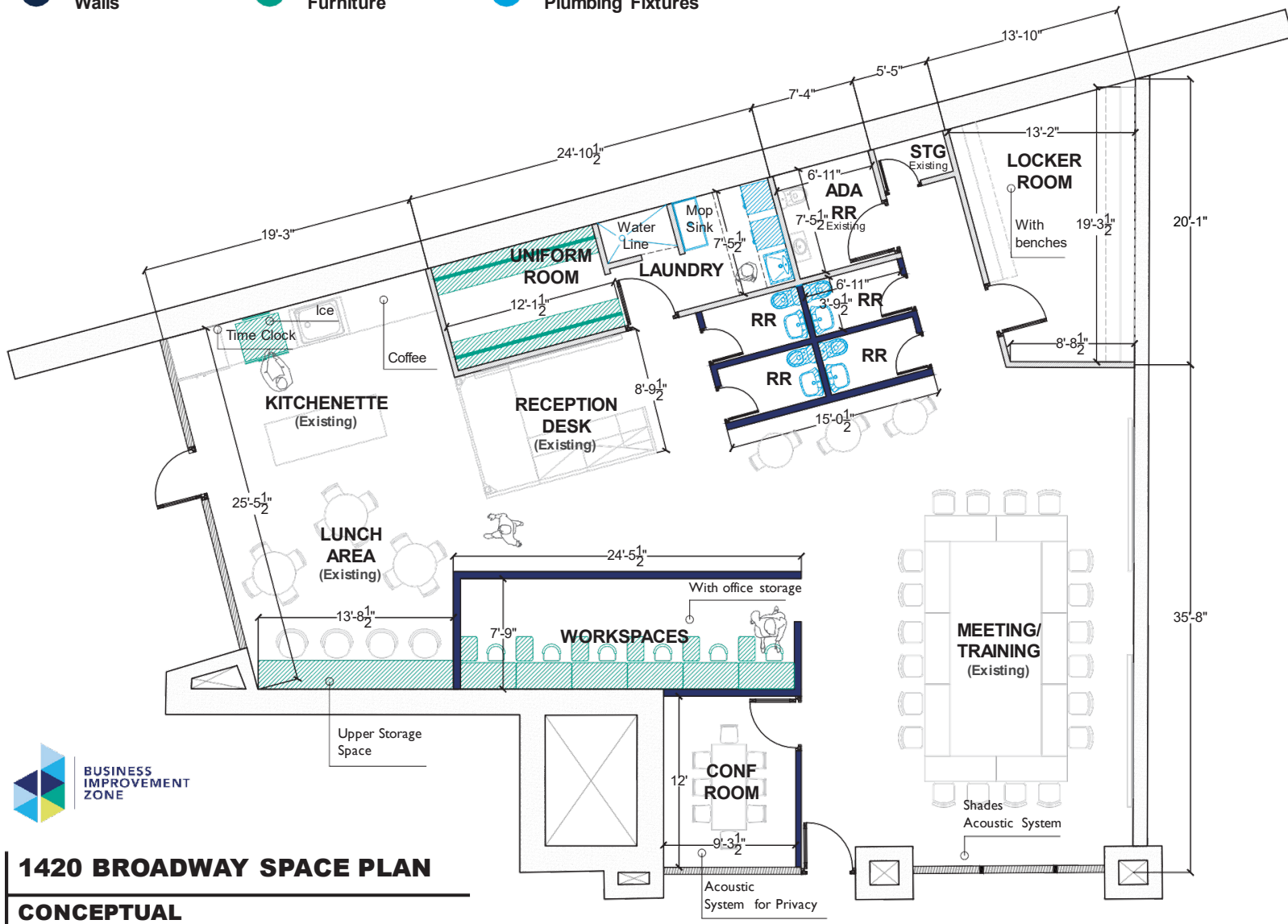


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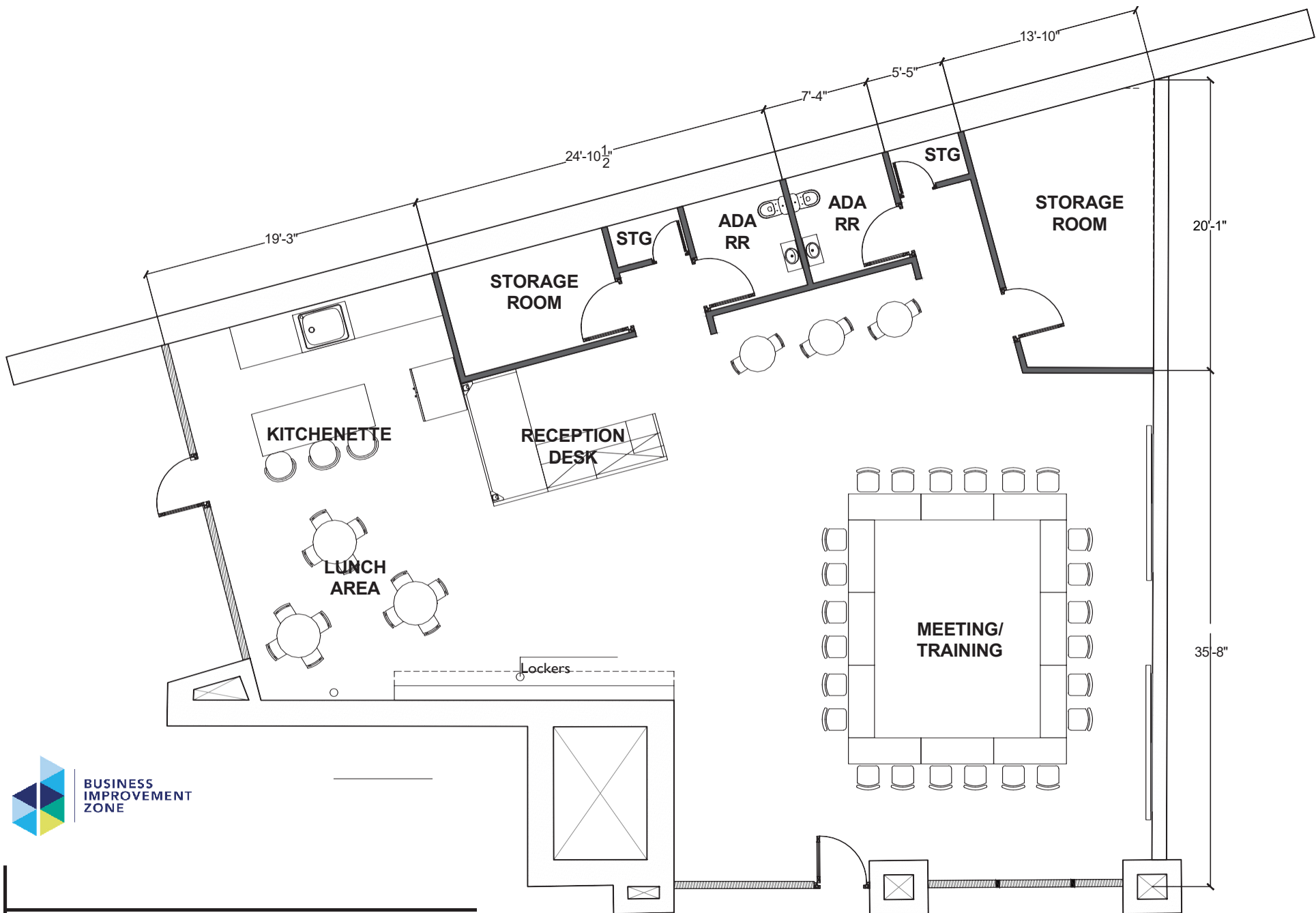
- c. Space design and construction that incorporates commercial or industrial grade furniture and fixtures to accommodate and withstand daily use by a hardworking team: 8 workspaces (2 existing + 6), conference room for 6 that allows for private conversations, training area (existing), laundry area, restrooms, storage, break area, locker room, and general operational space.

- d. Complete Project in alignment with approved schedule and budget

- Proposed Added Walls
- Proposed Added Furniture
- Proposed Added Plumbing Fixtures



1420 BROADWAY SPACE PLAN
CONCEPTUAL



1420 BROADWAY SPACE PLAN

EXISTING CONDITION

**1420 Broadway, Suite 101, Buildout 2024
Proposed Scope List**

CM/GC Furniture Vendor IT Vendor DDP to furnish BBB to furnish Existing Link to Specs Notes

Project Goals: Economical build, easy and economical to maintain, intense commercial use, flexible where appropriate, environmentally sustainable, healthy environment that encourages collaboration but allows for independent work, project approach that utilizes local resources and supports local businesses.
COMPLETE FOR JANUARY 31, 2025 OCCUPANCY.

Renovations (Construction altering or adding walls)

Convert 1 existing ADA restroom to Laundry Room

Commercial Clothes Washing Machine - large capacity	x			x (either)		
Commercial Clothes Dryer - large capacity	x			x (either)		
Utility Sink	x					
Mop Sink (or sprayer on utility sink to fill buckets)	x					
Hand soap dispenser	x					
Hand towel dispenser	x					
Dirty Laundry Hampers (4: pants, shirts, jackets, misc)	x				General spec	Enclosed; washable; mobile
Storage	x					
Odor containment and control (Potentially keep existing walls and door in place)	x					
Remove existing toilet and sink	x					
Trash can	x					

Uniform Room

Shelving to maximize storage and distribution	x					
Lockable (manual keypad preferred)	x					

Small Closet between Uniform and Laundry Rooms (suggested location - keep or remove closet walls and door)

Cleaning solution mixing, storage, and distribution system	x			x (tbd)		
Water line (to specifications linked)	x					

Add 4 non-ADA restrooms (separate restrooms, not stalls)

Toilet	x					
Sink	x					
Lighting	x					
Mirror	x					
Wastebasket	x					
Sanitary product trash	x					
Hand dryer	x					
Soap dispenser	x					
Bench (for changing clothes)	x					
Clothes hooks - 2 each	x					
Odor control	x					
Quiet-close doors	x					
Enhanced sound containment/insulation	x					

Conference Room

Wall system or walls (TBD)	x	x				
Tables					x	
Chairs					x	
Monitor			x			
Poly			x			
Lighting	x					
Acoustics - privacy for HR conversations	(approach tbd)	x (approach tbd)				
HVAC enhancement	x					Area gets very hot in sun
Storage		x				

Kitchente

Commercial dishwasher (replace existing)	x					No stove
Commercial ice and water dispenser (freestanding)			x			
Sink and faucet (repair/replace for commercial use)	x					
Commercial microwave (freestanding or built-in)						
Note: existing kitchen cabinets, sink, coffee station, storage, <u>may</u> remain; time clock may be relocated, if needed	x			x		Add-alternate to replace cabinets to add storage and durability requested
					x	

Trash can	x (tbd)		x		
Painting and Other General Enhancements and Refresh					
Paint, repaint, and refresh as needed	x				
Existing polished concrete flooring to remain throughout; refresh as needed	x				
Electrical and lighting to increase functionality	x				
Other	x				
Other Furniture, Fixtures, and Equipment					
Workspaces/Bullpen (appx. 24'5"x7'9")					
Exterior partition (reduce noise; maintain visuals)	x (tbd)	x (tbd)			
6 workspaces, minimum		x			
Work surfaces		x			
Storage (individual and collective)		x			
Chairs		x			
Lighting		x			
Monitors with laptop connections			support	primary	
Power access	x				
IT access	secondary		primary		
Trash cans					x
Lunch Area					
Tables		x			Or use existing
Counter - Appx. 13'8" (with seating, phone charging, use of training tablets (existing))	x				
Chairs				x	
Trash and recycling cans	x				
Locker Room					
Lockers - 2 to 3 new units 36wx15dx83h (18 small lockers/unit)			x		Prefer built-in programmable locks for transient use Potential product link Existing lockers located at Broadway and Chene
Lockers - 6 existing units 36wx15dx83h (9 lockers/unit)				x	Chene
Benches		x (if existing not a fit)		x	Move from Chene or replace
Storage to maximize space utilization	x				
Coat hooks/hangers	x				
Shelving for wet shoes and boots	x				
Trash can			x		
Odor control	x				
Windows and Entry					
Window Shades- windows on west wall (street-facing)					
Shades for remaining windows, high and low, that match existing shades (none needed on north entrance)	x				
Building exterior signage	x				Sign permit needed
Meeting/Training					
Storage on east wall - freestanding		x	x (tbd)		Product Link or add wall unit
Parking Structure Storage Room (appx. 10' x 15')					
Shelving to maximize storage	x				
Fencing to delineate space (potentially)	x				
Generally					
Acoustic improvements	Installation		Spec and procure		

APPENDIX D

Proposal Response Contents and Format

GENERALLY

The submitted Fee and Cost Schedule should cover all Services and Tasks described in the RFP and the Contract Draft that shall provide a breakdown of staff, equipment and materials costs required to deliver the Services. All fee and cost schedules should be submitted in the forms attached hereto as Appendix D of this RFP. DDP reserves the right to decline to consider fee and cost schedules that do not follow the prescribed formats.

PROPOSAL CONTENT REQUIREMENTS

To be considered responsive, each proposal must include the following information in its entirety.

Section 1: Statement of Submission

In your statement of submission please include, at a minimum, the following information and/or documentation.

1. The full legal name of the Respondent.
2. Respondent's primary contact for the RFP process: name, title, email address, phone
3. The location of the firm's principal place of business and, if different, the location of the place of performance of the contract; The Respondent must be authorized to do business in the State of Michigan.
4. A brief description of the project team/firm, including the Federal Employer Identification Number, the type of entity (e.g., corporation, nonprofit, LLC, foreign), the State the firm is incorporated in, the age of the firm's business and the average number of employees during each of the of the last three (3) years.
5. Identify firm leadership, managers and/or officers and provide their profile.
6. Names, job titles, and professional qualifications of key personnel proposed for assignment to the project and description of experience and qualifications.
7. Identify any subcontractors and/or consultants to be used and their information in the same manner as the proposed assigned staff firm personnel. Describe the process used to select the subcontractors.



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Section 2: Respondent Performance History

1. Indicate at least three (3) relevant experiences from the last five (5) years supporting your ability to successfully manage a contract of similar size and scope. Include sufficient detail to demonstrate the relevance of the experience in relation to the proposed project scope of work. Descriptions should identify the projects by name, location, services provided, budget, and the length of time services were provided on each, one (1) associated reference, and identification of key personnel working on the project.
2. Provide a list and description of additional completed work demonstrating your performance history.
3. Provide a list of professional references who can provide information regarding past performance. Include name, organization, email address, and telephone number.
4. Provide a list of commercial general liability insurance policies held in conjunction with current contracts for programs similar to that described in the Scope of Services (if any). Include details of policy limit amounts and describe/explain any claims that have been made on any of these policies within the last three (3) years.
5. Identify any projects in which the Respondent's contract was terminated for any reason.

Section 3: Work Approach + Schedule

1. Provide an explanation of your approach to the start-up, management, and completion of the project.
2. Provide a description of your firm's approach to securing the most qualified and competitive trade bids to meet DDP's budget, while achieving compliance with all governmental requirements.
3. Provide a scope of work identifying a clear timeline for the project completion, identifying key milestones, and deliverables that will achieve substantial completion by January 31, 2025. Include your method and systems to control the schedule and project costs.
4. Provide a description of your approach to the establishment, use, and management of a project contingency.
5. Provide a brief description of the type of warranty your firm provides to DDP and the responsibilities your firm has during the warranty period.
6. Provide a brief description of your plan for quality control and inspection of the project process.
7. Provide a brief description of your plan to include minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) in your sub-contracting and procurement processes.



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8. Explain why your firm is the most qualified for this project.
9. List the three most critical factors or elements that your firm must provide to ensure a successful project.

Section 4: Disclosure of Interests

Proposals must include a disclosure of any interests that the Respondent and subcontractors, its officers, board members, and employees have in DDP or BIZ programs. Please identify any potential conflicts of interest should DDP enter into a contract with the Respondent.

Section 5: Cost Proposal

Costs should be based on the construction budget and include design and permitting fees.

1. State your compensation fee as a percentage of the construction cost inclusive of all insurances, permitting, bonds, facilities, mobilization, reimbursables, etc.
2. State your proposed fee for change orders.
3. State the personnel reimbursable costs for the project and your willingness or ability to keep these under the DDP overall budget.
4. List the project team and their associated hourly rates.
5. Explain your approach to general conditions.
6. Other than the costs you include under this section (Section 5), list any other costs your firm would need to charge to complete the project.

Section 6: Signature

Print, Scan, and Submit the Section by Email or Complete and Submit by Email Section 6 of Proposal Template Response

The individual signing certifies:

1. They are fully authorized to submit this Proposal on behalf of the Respondent in response to the Downtown Detroit Partnership's Request for Proposals for **Design-Build Contract Management Services for the BIZ Ambassador Headquarters and Operations Center at 1420 Broadway Suite 101 - Tenant Space Modifications**, including all assurances, understanding and representations contained within it which shall be enforceable as specified.



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2. They have been duly authorized to act as the official representative of the Respondent, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by the Downtown Detroit Partnership.
3. This Proposal was developed solely by the Respondent indicated below and was prepared without any collusion with any competing bidder or Downtown Detroit Partnership employee or Board Member and Respondent has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Name:

Title:

Company Name:

Address:

City/State/ZIP:

Phone Number:

Email Address:

Signature _____ Date _____

RESPONSE TO REQUEST FOR PROPOSALS

Information Required	Response
Section 1. Statement of Submission (REQUIRED)	
1. Respondent company legal name, D.B.A., and address	
2. Respondent's RFP process representative name, title, email address, telephone	
3. The location of the firm's principal place of business and, if different, the location of the place of performance of the contract	
4. A brief description of the project team/firm, including the Federal Employer Identification Number, the type of entity (e.g., corporation, nonprofit, LLC, foreign), the State the firm is incorporated in, the age of the firm's business and the average number of employees during each of the of the last three (3) years.	
5. Identify firm leadership, managers and/or officers and provide their profile	
6. Identify firm leadership, managers and/or officers and provide their profile.	
7. Names, job titles, and professional qualifications of key personnel proposed for assignment to the project and description of experience and qualifications.	
8. Identify any subcontractors and/or consultants to be used and their information in the same manner as the proposed assigned staff firm personnel. Describe the process used to select the subcontractors.	
Section 2: Respondent Performance History (REQUIRED)	
1. Indicate at least three (3) relevant experiences from the last five (5) years supporting your ability to successfully manage a contract of similar size and scope. Include sufficient detail to demonstrate the relevance of the experience in relation to the proposed project scope of work. Descriptions should identify the projects by name, location, services provided, budget, and the length of time services were provided on each, one (1) associated reference, and identification of key personnel working on the project.	
2. Provide a list and description of additional completed work demonstrating your performance history.	
3. Provide a list of professional references who can provide information regarding past performance. Include name, organization, email address, and telephone number.	
4. Provide a list of commercial general liability insurance policies held in conjunction with current contracts for programs similar to that described in the Scope of Services (if any). Include details of policy limit amounts and describe/explain any claims that have been made on any of these policies within the last three (3) years.	

5. Identify any projects in which the Respondent's contract was terminated for any reason.	
Section 3: Work Approach + Schedule (REQUIRED)	
1. Provide an explanation of your approach to the start up, management, and completion of the project.	
2. Provide a description of your firm's approach to securing the most qualified and competitive trade bids to meet DDP's budget, while achieving compliance with all governmental requirements.	
3. Provide a scope of work identifying a clear timeline for the project completion, identifying key milestones, and deliverables that will achieve substantial completion by January 31, 2025. Include your method and systems to control the schedule and project costs.	
4. Provide a description of your approach to the establishment, use, and management of a project contingency.	
5. Provide a brief description of the type of warranty your firm provides to DDP and the responsibilities your firm has during the warranty period.	
6. Provide a brief description of your plan for quality control and inspection of the project process.	
7. Provide a brief description of your plan to include minority-owned business enterprises (MBE) and women-owned business enterprises (WBE) in your sub contracting and procurement processes.	
8. Explain why your firm is the most qualified for this project.	
9. List the three most critical factors or elements that your firm must provide to ensure a successful project.	
Section 4. Disclosure of Interests. (REQUIRED)	
Disclosure of any interests that the Respondent and subcontractors, its officers, board members, and employees have in DDP or BIZ programs. Please identify any potential conflicts of interest should DDP enter into a contract with the Respondent	
Section 5. Cost Proposal. (REQUIRED)	
1. State your compensation fee as a percentage of the construction cost inclusive of all insurances, permitting, bonds, facilities, mobilization, reimbursables, etc.	
2. State your proposed fee for change orders.	
3. State the personnel reimbursable costs for the project and your willingness or ability to keep these under the DDP overall budget.	
4. List the project team and their associated hourly rates.	
5. Explain your approach to general conditions.	
6. Other than the costs you include under this section (Section 5), list any other costs your firm would need to charge to complete the project.	

Section 5a. Additional Cost Proposal Detail. (OPTIONAL)

ITEM DESCRIPTION	LABOR ESTIMATE	MATERIALS ESTIMATE	TOTAL ESTIMATE	1. NAME SUBCONTRACTOR, OR 2. INDICATE SELF-PERFORMANCE, OR 3. INDICATE "EXCLUDED" IF YOU PROPOSE THAT THE TASK IS OUTSIDE THE GC CONTRACT
1. Restrooms - four non-ADA single occupancy	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
2. Laundry Area - Conversion of existing ADA restroom	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
3. Locker Room - Conversion of existing large closet	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
4. Conference Room - with conversation privacy	\$ -	\$ -	\$ -	
Option 1: Construct Permanent Room	\$ -	\$ -	\$ -	
Option 2: Construct with Partitions provided by Furniture Vendor	\$ -	\$ -	\$ -	
Option 3: Other (describe)	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
5. Kitchenette Additions and Upgrades	\$ -	\$ -	\$ -	
a. Commercial Ice and Water Dispenser - standalone restaurant-style	\$ -	\$ -	\$ -	
b. Commercial dishwasher for water bottles	\$ -	\$ -	\$ -	
c. Sink and faucet	\$ -	\$ -	\$ -	
d. Cabinets (indicate if recommended)	\$ -	\$ -	\$ -	
e. Other (describe)	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
6. Workspaces - Six (bullpen style)	\$ -	\$ -	\$ -	
a. Furniture including installation	\$ -	\$ -	\$ -	
b. Electric	\$ -	\$ -	\$ -	
c. Lighting	\$ -	\$ -	\$ -	
d. Walls	\$ -	\$ -	\$ -	
Option 1: Construct Permanent Room	\$ -	\$ -	\$ -	
Option 2: Construct with Partitions provided by Furniture Vendor	\$ -	\$ -	\$ -	
Option 3: Other (describe)	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
7. Kitchenette Break Area	\$ -	\$ -	\$ -	
a. Furniture (as space allows)	\$ -	\$ -	\$ -	
b. Other Amenities (describe)	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
8. Chemical Solution Mixing and Disbursement Station	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
9. Storage	\$ -	\$ -	\$ -	
a. Main HQ Space	\$ -	\$ -	\$ -	
b. Parking garage - shared room	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
10. Acoustics	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
11. Window Shading (west-facing windows only)	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
12. Exterior Signage	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	
13. Additional Electrical Allowance Recommended	\$ -	\$ -	\$ -	
14. Sealed Plans and Permits including all fees	\$ -	\$ -	\$ -	
15. Recommended Contingency	\$ -	\$ -	\$ -	
16. Other	\$ -	\$ -	\$ -	
a.	\$ -	\$ -	\$ -	
b.	\$ -	\$ -	\$ -	
Notes:	\$ -	\$ -	\$ -	

TOTAL LABOR AND MATERIALS	\$ -	\$ -	\$ -	
DESIGN - BUILD GENERAL CONTRACTOR FEES	LABOR	MATERIALS	TOTAL	NOTES
Project Management as \$ Lump Sum				
Project Management as % of Costs				
RECOMMENDED TOTAL PROJECT BUDGET	LABOR	MATERIAL	TOTAL	NOTES
Minimum Recommended				
Maximum Recommended				
Actual Recommended				
CONTINGENCY	LABOR	MATERIAL	TOTAL	NOTES
Recommended as % of Approved Budget				
TIMELINE MILESTONES	With Jan. 31 Project Completion	Alternate Proposed	Estimated Actual	NOTES
Contract Award				
<i>(insert milestone)</i>				
<i>(insert milestone)</i>				
<i>(insert milestone)</i>				
<i>(insert milestone)</i>				
<i>(insert milestone)</i>				
Project Completion				

Section 6. Signature Page (REQUIRED)

The individual submitting this proposal, by submission, certifies:	INSERT "YES" AS APPLICABLE	INSERT 'NO' AS APPLICABLE
1. They are fully authorized to submit this Proposal on behalf of the Respondent in response to the Downtown Detroit Partnership's Request for Proposals for Design- Build Contract Management Services for the BIZ Ambassador Headquarters and Operations Center at 1420 Broadway - Tenant Space Modifications , including all assurances, understanding and representations contained within it which shall be enforceable as specified.		
2. They have been duly authorized to act as the official representative of the Respondent, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by the Downtown Detroit Partnership.		
3. This Proposal was developed solely by the Respondent indicated below and was prepared without any collusion with any competing bidder or Downtown Detroit Partnership employee or Board Member and Respondent has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.		
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing bidder prior to the proposal opening date, time, and location indicated.		
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.		

Name:	
Title:	
Company Name:	
Address:	
City/State/ZIP:	
Phone Number:	
Email Address:	
Signature (type name of paste image):	