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1. INTRODUCTION

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the Housing and Revitalization Department requests proposals from qualified firms for a contractor/agent to manage its HOME Investor Loan Portfolio (HOME), Community Development Block Grant (CDBG) and Neighborhood Stabilization Program (NSP) projects that require loan servicing and collections in compliance with HUD HOME, CDBG and (NSP) loan program requirements. All City of Detroit suppliers must be registered in the federal SYSTEM FOR AWARD MANAGEMENT (SAM). The free registration is available at <https://www.sam.gov/portal/SAM/##11>

RFP#600500 will be available electronically via www.bidsync.com on Wednesday, October 26, 2016 and must be submitted via www.bidsync.com before or by **10:00 a.m., Wednesday, November 16, 2016.**

For more information regarding the City of Detroit's use of Bid Sync, visit the City of Detroit official web site at <http://www.detroitmi.gov/Supplier>

To use the City of Detroit's free Bid Sync registration access via the City's web site or visit www.periscopeholdings.com/the-city-of-detroit

In-Person proposal submissions will not be accepted and www.BidSync.com does not permit late proposal submissions. Public Recording of submitted proposals takes place at 3:00 p.m., Wednesday, November 16, 2016 in the City of Detroit, Office of Contracting and Procurement, Suite 1008, 2 Woodward Avenue, Detroit, Michigan 48226.

Contact: Elizabeth C. Ayana Johnson, Contracting and Procurement Specialist/HUD Section 3 Compliance Officer, Office of Contracting and Procurement, Office of the Chief Financial Officer, City of Detroit

2. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of THREE (3) years of experience providing the services requested in the RFP for projects of similar scope and size.

3. 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.

4. 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.

5. BACKGROUND/DESCRIPTION OF ENVIRONMENT

Approximately, 125 annual projects that include 85 existing and 40 new caseload project properties require annual loan servicing based upon City of Detroit, HOME, CDBG and NSP requirements.

6. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP, it will be a City of Detroit Model Services Contract (sample attached). The term of the contract will be for three (3) YEARS with **no 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.

7. OPERATIONAL INFORMATION

Regular loan servicing written reporting requirements as specified by the Housing and Revitalization Department assigned staff. The respondent is expected to provide service in accordance with the terms of the executed contract and under the rules, regulations, and supervision of the City.

8. SCOPE OF WORK

The City of Detroit Housing and Revitalization Department (HRD), Housing Services Division, is requesting proposals for a contractor/agent to manage its HOME Investor Loan Portfolio (HOME), Community Development Block Grant (CDBG) and Neighborhood Stabilization Program (NSP) projects that require loan servicing and collections in compliance with HUD HOME, CDBG and (NSP) loan program requirements. This will be a (3) year professional service contract agreement.

Include **EXHIBIT A-SCOPE OF SERVICES (WORK)**, Proposals should indicate experience technical knowledge and a description of the agent's capabilities to perform the services required and to oversee the HUD federally funded HOME Investor Loan, program requirements. The selected agent will assume loan servicing of the City of Detroit's current HOME and CDBG loan portfolio. Accept and review loan documents for new loan servicing. Collect deposits of all loan payments consistent with loan closing documents and scheduled payment notes, deposit revenue into and established client trust account not later than the first business day following the receipt thereof.

Provide an escrow account analysis to mortgagor and loan program participants to ensure escrow account has sufficient funds to pay City and County property taxes and property insurance bill. Advise mortgagor and Loan Program participants regarding automatic assessment and processing of late charges in accordance with the note. Calculate the annual interest paid for each account and prepare form 1098, year-end to be sent to each borrower for the period of time the loan was serviced by agent.

Provide monthly contract transaction reports for the HOME and CDBG programs along with aging report. Monitor delinquent account and provide delinquent notices as scheduled per contract. Advise the city when warranted with a recommendation to modify the remaining term and conditions of the existing mortgage given the circumstances surrounding the borrower's capacity to continue to make payments. Initiate foreclosure proceeding on loans delinquent 120 days or more. When appropriate

consult with city and HUD staff on the loan restructuring. Update all loan files. Provide other services as requested by HRD.

Additionally, the selected agent must have capacity to service the City of Detroit's, current HOME INVESTOR LOAN, Neighborhood Stabilization (NSP 1&3) and CDBG federally funded loan program portfolios which has a variety of repayment terms that are creative and designed to meet the needs of affordable housing development. The loan servicing agent must ensure professional customer service to client accounts, with courteous responses to borrower's written and telephone inquiries. Automatic preparation and mailing of payment coupon book at annual renewal dated and audit confirmation, payment of property taxes and insurance premiums from escrow account, where applicable.

9. TECHNICAL INFORMATION

Responsibilities for the HOME Investor Loan Program:

- a. Administrator Servicing/Agent must assume loan servicing of the City of Detroit current HOME INVESTOR and CDBG federally funded loan program portfolios;
- b. Accept and review loan documents for new loans to be serviced, currently estimated to be twenty (20) per year;
- c. Accept daily deposits of all payments consistent with loan closing documentations and deposit into a client trust account not later than the first business day following the receipt thereof. (Final payment, prepayment and loan modification payment will require written consent of the City of Detroit;
- d. Administrator Loan Servicer shall send annual certified letters to mortgagor to provide an escrow account analysis to mortgagor to ensure escrow account has sufficient funds to pay City and County property taxes and property insurance bill. Advise mortgagor of its responsibility to pay City and County tax bill;
- e. Upon notification of applicable agencies or borrowers, pay property taxes and insurance premiums from escrow for specified loan accounts. Payment from escrow accounts shall be timely forwarded to the City of Detroit and County of Wayne property tax offices and specified insurance companies;
- f. Provide professional customer service representation with efficient and courteous response to borrower's written and telephone inquiries. A toll free number is required if the agent is outside the State of Michigan;
- g. Automatic preparation and mailing of coupon book at annual renewal date. When applicable provide an annual escrow account analysis to borrower;
- h. Automatic assessment and processing of late charges in accordance with the note; and calculate the annual interest paid for each account and prepare form 1098, year-end interest and property taxes where applicable, to borrower, for the period of time serviced by the Loan Servicing Agent;

- i. Provide monthly production Report (categorized for the Home Investor Program).
- j. Advise the city when warranted with a recommendation to modify the remaining term and conditions of the existing mortgage given the circumstances surrounding the borrower's capacity to continue to make payments.
- k. Administrator/Servicing Agent must be familiar with the HOME INVESTOR LOAN PROGRAM, NSP 1 & 3 and CDBG program regulations and have the ability and capacity to provide loan servicing, payment analysis for a large number of projects in a timely and efficient manner.
- l. Respondent must have knowledge of the requirements of Section 3 of the Housing and Urban Development Act of 1968, which purpose is to ensure that employment and other economic opportunities generated by the project be directed to low- and very low-income person, particularly persons who are recipients of HUD assistance housing programs.
- m. Other services to be identified in approved contract for services with selected agent;

10. RESPONDENT PERFORMANCE HISTORY PROGRAM OBJECTIVE

The HOME Investor Loan program designed to provide decent, safe and affordable housing projects are a combination of new construction/rehabilitation projects. These programs service household up to 60% area median income as determined by HUD. Loan structures are a combination of low-interest loans, self-amortizing grants that must meet HUD and the City of Detroit compliance and program requirements.

The following is a list of minimum criteria for an individual or firm that wishes to administer the HOME Investor Loan Program and CDBG Loan Program Portfolios:

- a. Previous experience with loan servicing of medium to large client accounts;
- b. Demonstrated knowledge of loan collection and applicable computer software;
- c. Familiarity with servicing and collections of loan accounts portfolios;
- d. Demonstrated knowledge transaction report, aging reports and production of monthly customer account statements ;
- e. Demonstrated knowledge of new loan set-ups, escrow accounts and customer delinquency notification;

EXPERIENCE AND ORGANIZATION

The respondent shall provide the following information:

- a. Identify in detail at least TWO 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 FIVE 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.

11. EVALUATION CRITERIA

Should have a note indicating that the evaluation criteria should be listed from the criteria with the highest weight to that with the lowest.

DIRECT EXPERIENCE	<u>30</u> POINTS
PROPOSED PLAN	<u>25</u> POINTS
SECTION 3 COMPLIANCE PLAN	<u>20</u> POINTS
PRICE	<u>15</u> POINTS
KEY PERSONNEL	<u>10</u> POINTS
TOTAL POINTS	<u>100</u>

Maximum points for Evaluation Criteria not to exceed one hundred (100) points.

12. EVALUATION PROCEDURE

After evaluating the proposal, oral presentations may be scheduled with the respondents. If an oral presentation is deemed necessary, 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.

All Proposals shall be evaluated by a committee comprised of representatives from Office of Contracting and Procurement along with selected staff of the Housing Services Division of the Housing and Revitalization Department, City of Detroit. The review and selection timeframe is 6 weeks following RFP submission closing date.

The criteria used to evaluate and select a contractor to perform loan servicing activities for the City of Detroit, shall consist essentially of the contractor’s background and experience in performing similar types of loan serving activities, organizational capacity

and of the ability of the Supplier to meet the terms and requirements as outlined in other sections of this RFP in its entirety.

In the event that more than one Supplier is deemed able to meet the terms and requirements of this RFP, the contract will be awarded to the company deemed to be the most advantageous to the City of Detroit.

The Supplier may be asked to participate in negotiation, to discuss technical and price factor, to ensure mutual understanding of both the City and the Supplier. However, Office of Contracting and Procurement and the Housing and Revitalization Department may determine that there is no need to hold negotiations and an award will be made based on initial Proposal reviewed.

The Contract will be awarded to the responsible individual or firm whose Proposal is most advantageous to the City, with price and other factors considered. The award will not be necessarily be made to the lowest Supplier.

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.

13. 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.

Upon contract approval, all City of Detroit suppliers must be registered in the City of Detroit's Oracle Cloud Supplier Portal and have submitted the ACH Direct Deposit Application. Only contracted City of Detroit suppliers should register in the City's oracle Cloud Supplier portal: www.detroitmi.gov/supplier

14. REQUIRED SUBMITTAL INFORMATION

The Proposal must each be submitted to the Office of Contracting and Procurement online through www.bidsync.com with each section tabbed according to the following sequence:

1. EXECUTIVE SUMMARY

The Executive Summary should include a brief description of the proposed scope of work and program approach as it relates to existing program. The ability to meet the requirements necessary to oversee the HOME Investor Loan and the CDBG Loan portfolio should be stated. Provide evidence that Agent/Supplier has the computer capacity to generate reports and tracking systems for the HOME Investor Loan and CDBG federally funded programs. Include a fee schedule summary sheet for the proposed loan program servicing along with the Executive Overview Section of the RFP response. This summary must include all costs associated with the servicing of loans of the proposed Programs.

2. BUSINESS ORGANIZATION

State the full name and business address of your organization and identify parent company, if you are a subsidiary. Identify any subordinate element, individual or organization, which may perform, or assist in performing work hereunder. Indicate whether you operate as partnership, corporation or individual.

3. PRIOR EXPERIENCE

Provide references with contact information of at least two organizations that have received services similar to those you propose in response to the RFP. Preference will be given to the Supplier who has experience working with a large or medium loan servicing collection programs. For each reference, provide the organization's name, the location where services were rendered, principal persons to contact (including their addresses and telephone numbers), and details of the services rendered. The City reserves the right to contact the references named to discuss the services and topic relative to its use in providing the services requested in the RFP.

4. EXCEPTIONS

The Supplier agrees that all requirements set forth in the RFP shall be met, other than the specific exceptions formally acknowledged by the City at the time of the award. Any exceptions to the City's requirement shall be stated on a separate sheet entitled "Exceptions". Failure to enclose said sheet indicated non-compliance with the requirements as stated.

5. FINANCIAL CAPACITY

Supplier must provide copy of supplier's most recent financial statement.

6. ADDITIONAL INFORMATION

Provide any other information considered pertinent but not specifically required elsewhere.

7. PRICE

Total price for the HOME Investor and other CDBG funded loan program servicing shall include the cost of office staffing, Review annual reporting documents for projects assisted with HOME, NSP and CDBG. Conduct and/or schedule monitoring site visits for compliance with HOME/CDBG Program Regulations, Office expenses, Office equipment, Program tracking and monitoring, Records, reports and file maintenance and all required insurance.

8. Lobbying Certification

Lobbying Certification attached for supplier's review and execution. (Refer to Attachment A)

9. Conflict of Interest

Conflict of Interest statement is attached for supplier's review and execution. (Refer to Attachment B)

10. City of Detroit HUD Section 3 Compliance Plan

The supplier's City of Detroit Section 3 Compliance Plan is a separate document from the City of Detroit's HUD Section 3 Intent to Comply document. Suppliers should use the City's HUD Intent to Comply document as a guide for developing the supplier's City of Detroit HUD Section 3 Compliance Plan for hiring and sub-contracting. If the supplier is a City of Detroit Certified Section 3 Business Concern, please upload the City of Detroit Section 3 Certificate in the Qualifications section of your Bid Sync profile page.
(Submit as required a projected City of Detroit HUD Section 3 Compliance Plan for this project with your proposal.)

15. SUBMITTAL INSTRUCTIONS

All proposals must be submitted through the Bidsync 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 Bidsync 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 Bidsync 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.

16. 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.

17. 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 Certificate of Liability Insurance, Clearances and Affidavits

The following City of Detroit 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 contract approval.

Respondents must submit requests for clearance and affidavits electronically in the BidSync system. If there is documentation that the respondent is required to provide to the City that contains personal identifiable information, the respondent must submit the request for clearance through the BidSync system and send the confidential information to the City separately via email. Do not attach copies of clearance documents or affidavits to the bid response. Clearances, insurance and affidavits must be maintained current throughout the term of the contract. Suppliers must upload current clearances, insurance certificate, and affidavits to their profile page in Bid Sync.

Two Required Clearances	Four Required Affidavits
Income Tax, Income Tax Clearance	1. Slavery Era Disclosure 2. Hiring Policy Compliance with employment application

Revenue Tax, Accounts Receivable Clearance	3. Covenant of Equal Opportunity, Human Rights 4. Political Contributions
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Insurance Coverage

Additionally, insurance coverage is required for all City of Detroit supplier contracts. The Certificate of Liability Insurance should be uploaded to the supplier’s profile page on Bid Sync.

The City of Detroit must be identified as **Additional Insured** on the Certificate of Liability Insurance.

The **Certificate Holder** is:
The Office of Contracting and Procurement
2 Woodward Avenue, Suite 1008
Detroit, Michigan 48226

During the term of City of Detroit Contracts, the Contractor shall maintain the following insurance, at a minimum and at its expense:

<u>TYPE</u>	<u>AMOUNT NOT LESS THAN</u>
(a) Workers' Compensation	Michigan Statutory minimum
(b) Employers' Liability	\$500,000.00 minimum each disease \$500,000.00 minimum each person \$500,000.00 minimum each accident
(c) Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 each occurrence \$2,000,000.00 aggregate
(d) Automobile Liability Insurance (Covering all owned, hired and for bodily injury and property damage non owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit

The commercial general liability insurance policy shall include an endorsement naming the "City of Detroit" as an additional insured. The additional insured endorsement shall provide coverage to the additional insured with respect to liability arising out of the named insured’s ongoing work or operations performed for the additional insured under the terms of this Contract. The commercial general liability policy shall state that the Contractor's insurance is primary and not excess over any insurance already carried by the City of Detroit and shall provide blanket contractual liability insurance for all written contracts.

Each such policy shall contain the following cross-liability wording:

“In the event of a claim being made hereunder by one insured for which another insured is or may be liable, then this policy shall cover such insured against whom a claim is or may be made in the same manner as if separate policies had been issued to each insured hereunder.”

All insurance required by this Contract shall be written on an occurrence-based policy form, if the same is commercially available.

The Commercial General Liability policy shall be endorsed to have the general aggregate apply to the Services provided under this Contract only.

If during the term of this Contract changed conditions or other pertinent factors should, in the reasonable judgment of the City, render inadequate the insurance limits, the Contractor shall furnish on demand such additional coverage or types of coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by insurers licensed to conduct business in Michigan and are otherwise acceptable to the City.

All insurance policies shall name the Contractor as the insured and shall provide a commitment from the insurer that such policies shall not be canceled or reduced without written notice to the City as required in the policy. Certificates of insurance evidencing the coverage required by this Article 10 shall, in a form acceptable to the City, be submitted to the City prior to the commencement of the Services and at least fifteen (15) days prior to the expiration dates of expiring policies.

If any work is subcontracted in connection with this Contract, the Contractor shall require each Subcontractor to effect and maintain the types and limits of insurance set forth in this Article 10 and shall require documentation of same, copies of which documentation shall be promptly furnished the City.

The Contractor shall be responsible for payment of all deductibles contained in any insurance required under this Contract. The provisions requiring the Contractor to carry the insurance

required under this Article 10 shall not be construed in any manner as waiving or restricting the liability of the Contractor under this Contract.

Accuracy and Completeness of Information

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

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

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

- A statement to the effect that your proposal is in response to this RFP;
- A brief description of your firm;
- The location of the firm's principal place of business and, if different, the location of the place of performance of the contract;
- A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- The name and contact information of the of the firm's partner and or manager(s) that will be in charge of this project;
- The firm's financial solvency, fiscal responsibility and financial capability;
- The age of the firm's business and the average number of employees during each of the last three (3) years;
- The firm's current tax status and Federal Employer Identification Number; and
- Evidence of any licenses or registrations required to provide the services under this contract.

18. REQUIRED FORMAT

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

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

19. 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. Proposals must include **EXHIBIT B-FEE SCHEDULE (BUDGET)**, 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.)

20. TECHNICAL APPROACH

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

21. QUESTION DEADLINE

All questions regarding the RFP shall be submitted through the Bidsync 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 submitted after the question deadline.

22. 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.

23. PAYMENT

All properly executed invoices submitted by the successful respondent will be paid quarterly in accordance with the City of Detroit Net Thirty Payment Terms.

24. 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. Proposers will be notified by the Office of Contracting and Procurement of the date, time and location for Oral Presentations, if deemed necessary for the Loan Servicing Proposals.

25. 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.

26. 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.

27. 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.

28. BID DEPOSIT & PERFORMANCE BOND & PAYMENT BOND (OPTIONAL)

Bid Deposit, performance bonds, and payment bonds are not required for the Loan Servicing Proposals.

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 \$0.00. 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 and payment bond in the amount of 0% of the contract value specified in the contract (City of Detroit form attached) guaranteeing the contract will be accepted if tendered an award.

29. 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.

30. 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.

31. 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.

32. 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.

33. OFFICE OF INSPECTOR GENERAL

- 33.01 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.
- 33.02 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.
- 33.03 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.
- 33.04 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.
- 33.05 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.
- 33.06 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.
- 33.07 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 Article¹

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.

HOME/ NSP, CDBG Program
Mandatory Acknowledgement
“Lobbying Certification”

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies that to the best of his or her knowledge and belief.

- (1) No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an office or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontracts, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Division 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$1,000,000 for each such failure.



WITNESSES:

**SUBRECIPIENT, CONTRACTOR OR
SUBCONTRACTOR:**

1. _____

BY: _____

2. _____

ITS: _____

DATE: _____

**HOME/CDBG Program
Mandatory Acknowledgement
“Conflict of Interest”**

The City of Detroit, Planning and Development Department is now required by HUD to include a new Conflict of Interest clause to all contracts. Please be aware that these requirements will apply if you are awarded a contract with the City of Detroit.

The Contractor warrants that its participation in this contract will conform to the requirements of the all applicable HOME and Community Development Block Grant regulations including Sections 84.42, 85.36 and 570.611 of Title 24 of the Code of Federal Regulations, and further warrants that such participation will not result in any organizational conflict of interest. Organizational Conflict of Interest is defined as a situation in which the nature of work under this contract and the Contractor’s organizational, financial, contractual or other interests are such that:

- a. Award of the contract may result in an unfair competitive advantage; or 2.) The Contractor’s objectivity in
- b. Performing the contract work may be impaired.
- c. In the event the Contractor has an organizational conflict of interest as defined herein, the Contractor shall disclose such conflict of interest fully in the submission of the proposal and/or during the life of the contract.
- d. The Contractor agrees that if after award he or she discovers an organizational conflict of interest with respect to this contract, he or she shall make an immediate and full disclosure in writing to the Director and Executive Manager, which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The Planning and Development Department may, however, terminate the contract if it is in best interest of the City.
- e. In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Planning and Development Department may terminate the contract for default.



- f. The provisions of this clause shall be included in all subcontracts and consulting agreements.
- g. No federal, state or local elected official nor any member of the City of Detroit Planning Commission or employee of the Planning and Development Department nor any corporation owned or controlled by such person, shall be allowed to participate in any share or part of this contract or to realize any benefit from it. This provision shall be construed to extend to this contract if made with a corporation for its general benefit.
- h. No member, officer, or employee of the City of Detroit Planning and Development Department, no member of the governing body of the City of Detroit or any other local government and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.
- i. The Housing and Revitalization Department reserves discretion to determine the proper treatment of any conflict of interest disclosed under this provision.

WITNESSES:

**SUBRECIPIENT, CONTRACTOR OR
SUBCONTRACTOR:**

1. _____

BY: _____

2. _____

ITS: _____

DATE: _____