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EXHIBITS, ATTACHMENTS, HUD SECTION 3 COMPLIANCE PLAN

1. INTRODUCTION

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to perform as Program Administrator for the HOME Investor and Neighborhood Stabilization Program (NSP) Investor Compliance Monitoring Program to render certain technical and/or professional services, hereinafter called the "Services." The Program Administrator (PA) will maintain guidelines and procedures to monitor, review and perform scheduled on-site inspections of HOME-assisted and NSP-assisted rental housing to determine compliance with household housing costs, household income guidelines, and Section 8 Housing Quality Standards (HQS) including procedures to comply with post-rehabilitation lead-based paint activities for rental properties rehabilitated using HOME and NSP funds.

2. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of 5-7 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

As Program Administrator for the HOME Investor Compliance Monitoring Program, the Program Administrator (PA) will maintain guidelines and procedures to monitor, review and perform scheduled on-site inspections of HOME-assisted and NSP-assisted rental housing to determine compliance with household housing costs, household income guidelines, and Section 8 Housing Quality Standards (HQS) including procedures to comply with post-rehabilitation lead-based paint activities for rental properties rehabilitated using HOME funds.

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 year(s) with (two) one-year renewal options. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council. The City anticipates one award as a result of the RFP.

7. OPERATIONAL INFORMATION

As Program Administrator for the HOME Investor Compliance Monitoring Program, the Program Administrator (PA) will maintain guidelines and procedures to monitor, review and perform scheduled on-site inspections of HOME-assisted and NSP-assisted rental housing to determine compliance with household housing costs, household income guidelines, and Section 8 Housing Quality Standards (HQS) including procedures to comply with post-rehabilitation lead-based paint activities for rental properties rehabilitated using HOME and NSP funds.

This Program must be conducted within the following Regulations:

1. Home Investment Partnerships Program; Final Rule, (24 CFR 92 Federal Register, dated September 16, 1992 with Amendments of May 28, 1997 and August 23, 1997);
2. 24 CFR, Part 882.101 through 882.219;
3. Section 8 Certificate Program Handbook 7420.07;
4. Requirements for Notification, Evaluation and Reduction of Lead-Based Paint Hazards in Federally Owned Residential Property and Housing Receiving Federal Assistance; Final Rule September 1999 (24CFR, Part 35 under Subpart J-Rehabilitation); and
5. Housing and Revitalization Department Program Policy Guidelines.

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

SCOPE OF WORK – GENERAL REQUIREMENTS

Responsibilities for the HOME Investor and NSP Investor Compliance Monitoring Program will include but not be limited to:

1. Administration of the portfolio of approximately eighty-five (85) completed HOME-funded development projects and 40 NSP-funded development projects;
2. Maintain a monitoring schedule necessary to complete compliance-monitoring requirements on all HOME and/or NSP-assisted units. Compliance monitoring services for NSP projects are required for the initial year of occupancy only. Approximately 3-6 projects will be added to the portfolio each year following the completion of construction;

3. Review rent schedule and review annual rental increases using the HUD-mandated Annual Adjustment Factor;
4. Create and revise all necessary Program forms, such as form letters and inspection forms as required to conform with all HOME and /or NSP and Section 8 Housing Quality Standards (HQS) and Lead-Based Paint Regulations;
5. Review all leases of HOME and NSP-assisted units to ensure leases are in compliance with the Affordable Housing Restriction document executed at the loan closing;
6. Review the Affirmative Fair Housing Marketing Plan created by the owner to ensure that the Plan is consistent with the Development and Loan Agreement executed at the loan closing;
7. Request and review, on an annual basis, the Audited Financial Statement, Owners Compliance Certification, Income and Rent Reports and Income and Operating Expense Budget for compliance with HOME and /or NSP Program rules and regulations;
8. Prepare reports as requested by HUD, HRD or by any other City Department in order to satisfy compliance regulations; and
9. Provide HRD with copies and/or original of all records, upon request.

9. TECHNICAL INFORMATION

HOME INVESTOR LOAN PROGRAM

REQUIREMENTS AND PROCEDURES FOR COMPLIANCE MONITORING

I. BACKGROUND

During the period of affordability specified in the HOME Loan Closing documents, the City of Detroit Planning & Development Department, Housing Services Section must review and perform scheduled on-site inspections of HOME-assisted and NSP-assisted rental housing to determine compliance with household housing costs, household income guidelines, and Section 8 existing housing program Housing Quality Standards (HQS). Also, effective September 15, 2000, the owner is required to follow new regulations for post-rehabilitation lead-based paint activities for rental property rehabilitated using HOME funds.

The frequency of resident and project on-site inspections is determined by the number of HOME-assisted and NSP-assisted units in a project:

- A. Projects containing 1 to 4 HOME-assisted and NSP-assisted units must be monitored once every three years;
- B. Projects containing 5 to 25 HOME-assisted and NSP-assisted units must be monitored once every two years; and
- C. Projects containing 26 or more HOME-assisted and NSP-assisted units must be monitored once every year.

II. PROJECT OWNER REPORTING RESPONSIBILITIES

The owner of a HOME Investor Loan Program project must document that rent charged on HOME-assisted and NSP-assisted units are consistent with the initial rent approved by the HOME Program and, over time, rent increases are consistent with the maximum rent and income limits published annually by the United States Department of Housing and Urban Development (HUD). The owner must also keep records, which will include all of the information set forth below, on a unit-by-unit and building-by-building basis, for every year during the period of affordability.

- A. Total number of residential rental units in the building (including the number of bedrooms and the size in square feet of each residential rent unit);
- B. Percentage of residential rental units that are HOME-assisted and NSP-assisted units;
- C. Rent charged on each residential rental unit in the project (including any utility allowances);
- D. Number of occupants in each HOME-assisted and NSP-assisted unit, (maximum allowable household size is determined by multiplying the number of bedrooms per unit by 1.5);
- E. HOME-assisted and NSP-assisted unit vacancies and information that show when and to whom the available HOME-assisted and NSP-assisted units will be rented.
NOTE: refer to the Development and Loan Agreement executed at Loan Closing;
- F. Income certifications of each low-and very-low income resident per HOME-assisted and NSP-assisted unit;
- G. Documents to support each HOME-assisted and NSP-assisted unit resident's income certification; and

- H. Character and use of the non-residential portion of HOME-financed and NSP-financed property (for example, any community building, recreational facility, etc.) available to all residents and for which no separate fee is charged.

III. OWNER POST-REHABILITATION LEAD-BASED PAINT REQUIRMENTS FOR REHABILITATED UNITS ONLY

The new regulation effective September 15, 2000 requires post-rehabilitation and ongoing maintenance activities for rental properties using HOME funds. The owner is required to inform current and new occupants of the dangers of lead-based paint and the owner is required to prevent treated surfaces from becoming lead hazards again. Only in cases where lead-based paint was abated is maintenance not required. The owner is responsible for:

- A. Visual inspection of lead-based paint annually and at unit turn-over;
- B. Repair of all unstable paint; and
- C. Repair of encapsulated or enclosed areas that are damaged.

The owner should request, in writing, that the occupants of rental units monitor lead-based paint surfaces and inform the owner of potential lead hazards. The owner must also inform current and new occupants of the lead hazard reduction methods that took place and where lead-based paint exists in their units. The lead information pamphlet "Protect Your Family from Lead in Your Home" must be provided to new occupants before they move in. (Refer to Tab 2)

The owner must continue to comply with the notification requirements when additional lead hazard evaluation and hazard reduction activities are performed.

IV. ANNUAL CERTIFICATION OF THE OWNER

The owner of any project who has used HOME financing for rehabilitation, new construction or acquisition must certify to Housing Services Section, the following:

- A. The project meets the requirements of the HOME 20% test (20% of HOME units in a project must be affordable to households who earns 50% or less of the Area Median Income), which is determined by family size and the remaining units must have rents that are the lesser of:
 - 1. Section 8 Fair Market rents (FMRs) for existing housing minus resident-paid utilities;

2. Rents which are 30% of adjusted income for households at 65% of the Area Median Income minus resident-paid utilities;
- B. The owner has received an annual certification from each low-income resident and documentation to support that certification;
- C. Each Home assisted unit was rent restricted in accordance with the affordable Rent Restriction guidelines of the HOME Investor Program;
- D. Each building and all units in the project were suitable for occupancy according to all local health, safety and building codes, and to HQS;
- E. All resident facilities (common rooms, clubhouses, etc.) in each building in the project are provided on a comparable basis to all residents without any additional charge;
- F. If the income of any resident increased above the limit allowed by the HOME guidelines, the next available unit of comparable or smaller size was or will be rented to residents having a qualifying income.

For the preceding 12-month period, the owner will be required to execute an Owner Compliance Certification form and report to certify compliance to requirements identified in A through F. (Refer to Tab 3)

V. HOUSING SERVICES SECTION RESPONSIBILITIES

It is currently the intent of the City of Detroit Planning & Development Department, Housing Services Section to perform the responsibilities listed below and as outlined in the regulations governing this program. However, at some future time, should the Housing Services Section, in its sole discretion, decide to retain an agent or private contractor to perform some of the responsibilities listed below, it may do so. In this event, Housing Services Section will use reasonable diligence to ensure that the agent or private contractor properly performs the delegated monitoring functions.

Review of Certifications

Housing Services Section will review annually an audited financial statement, the Owner Compliance Certification, Resident Income/Rent Reports and Income and an Operating Expense Budget for compliance with HOME Program requirements.

Selection of Units for In-Depth Monitoring

- A. Housing Services Section will inspect at least 20% of HOME-assisted and NSP-assisted units of each project. When a project is due to be monitored, Housing Services Section will inspect the low-income certification, the

documentation the owner has received to support the certification, and the rent record for each low-income household in at least 20% of the HOME-assisted and NSP-assisted units in those projects.

B. If compliance problems are found, more units and records will be inspected.

C. Housing Services Section retains the right to perform an on-site inspection of any HOME financed project at any time during the compliance period.

Housing Services Section Record Retention

A. Housing Services Section will retain records of noncompliance or failure to certify for the full period of affordability.

B. Housing Services Section will retain all certification and records for the full period of affordability.

Lease Protections Review

Housing Services Section will review all leases for HOME-assisted and NSP-assisted units to ensure the leases are in compliance with Affordable Housing Restriction document executed at Loan Closing. Leases will state that any termination of tenancy or refusal to renew a lease must be preceded by 30 days and a written notice specifying the grounds for the action by the owner. The length of leases must be at least one year.

Affirmative Marketing

Housing Services Section will review the Affirmative Fair Housing Marketing Plan created by the owner to ensure that the Plan is consistent with the Development and Loan Agreement executed at Loan Closing.

VI. NOTIFICATION OF NONCOMPLIANCE

Should any of the submissions required herein not be submitted in a timely manner, or should there be any omissions, the Housing Services Section will notify the owner in writing within 45 working days, requesting such information. The owner will have up to 20 working days to provide the required information. Submissions required includes Owner Certification, Resident Income/Rent Report, and/or income certification, supporting documentation and rent records.

Should Housing Services Section discover, as a result of inspection or review or in any other manner, that the project is not in compliance with HOME Program guidelines, Housing Services will notify the owner within 45 working days. The owner will have up

to 20 working days in which to commence appropriate action to cure such noncompliance. The owner will have a maximum of 60 days from the date of extraordinary circumstances, and only if Housing Services Section determines that there is good cause, an extension of up to three months to complete a cure for noncompliance may be granted.

VII. PROPERTY OWNERS PROCEDURES

In order to provide the best possible service to residents of the City of Detroit, HOME-financed property owners and Housing Services Section must work in tandem to ensure resident rent and income compliance and to ensure that the properties remain decent, safe and sanitary housing. Correcting issues of noncompliance can be time consuming and costly for both property owners and Housing Services Section staff members.

Property owners must submit the following on an annual basis:

- A. HOME Investor Loan Program Compliance form and Report to Housing Services Section (or a similar form of the property owner's own creation);
- B. Certified rent roll within 30 days of the project's fiscal year end;
- C. Audited financial statement within 90 days of the project's fiscal year end; and
- D. Operating budget comparing actual to projected income/expenses prepared by the developer and property manager 60 days prior to the end of a project's fiscal year end.

Property owners must remain cognizant of leasing and compliance responsibilities documented in the Development and Loan Agreement and Affordable Housing Restriction and keep in mind the following issues:

- A. Letters of employment verification from a resident's employer, W2s, paycheck stubs and letters confirming the granting and receipt of assistance. Financial Assistance letters from the Family Independence Agency or other public and/or charitable agencies and records from the Michigan Employment Securities Commission are all examples of items that may serve as verification of residents' income certifications;
- B. Leases used by property owners may not contain any clauses that may be deemed unconscionable by a court of law, and the leases may not contain clauses which restrict the use of resident facilities to open market residents;
- C. Property owners must pursue affirmative marketing by advertising the availability of apartments, by making contacts with community groups and the Detroit Housing Commission and logging said contacts, by communicating that residents

will not be chosen in regards to their race, sex, age, religion, national origin, familial status, sexual orientation or disabilities;

- D. Property owners of rental properties rehabilitated using HOME funds must adhere to post rehabilitation lead-based paint monitoring, evaluation and notification requirements on a ongoing basis;
- E. HQS must be maintained in HOME-assisted and NSP-assisted units and on an annual basis property owners will inspect for and ensure that:
1. There are at least two working electrical outlets and one working light fixture per room and that all areas are free from electrical hazards;
 2. Windows accessible from the outside are lockable, free from severe deterioration, and do not have broken panes;
 3. The foundation, roof, gutters, chimney, stairs, rails, porches, ceilings, walls and floors are sound and free from hazardous defects;
 4. Interior surfaces are free from cracking and peeling paint or adequately treated to prevent the exposure of residents to lead;
 5. The kitchen contains a properly functioning refrigerator, a sink with hot and cold running water, and spaces to store and prepare food;
 6. The bathroom has a working toilet, a fixed basin, a tub or shower, and proper ventilation;
 7. Smoke detectors are properly installed and functional;
 8. Heating equipment provides adequate heat and that all apartments are free from unvented fuel burning space heaters;
 9. Ventilation (supplied by a cooling system or operable windows) is adequate;
 10. The hot water heater is installed in a safe manner;
 11. Plumbing is free from corrosion or rust which could contaminate the water supply and is also free from sewage backup;
 12. There are no rats, vermin, or other pests;
 13. Refuse is disposed of properly;

14. Interior air is free from pollution
15. All elevators have current inspection certificates; and
16. The property and immediate neighborhood are free from conditions that may endanger the health of your residents.

VIII. HOUSING SERVICES SECTION PROCEDURES

Development Specialists and Rehabilitation Specialists should coordinate their respective monitoring activities in order to mitigate undue inconvenience for HOME-assisted and NSP-assisted unit residents and property owners, and to ensure maximum access to the property and any units for compliance monitoring purposes. Communication between Housing Services Section and property owners will consist of a letter requesting a monitoring visit (and that said visit will occur within 30 days), a letter confirming a monitoring visit, a letter of compliance/noncompliance and a letter identifying when the next compliance monitoring will take place. (Refer to Tab 4)

Development Specialists will inspect sample lease forms, verification of income compliance, and evidence of Affirmative Marketing activities. Rehabilitation Specialists will inspect properties and a representative sample of units for compliance with health and safety codes, and compliance with HQS.

When examining leases, Development Specialists should ensure leases do not include any of the following statements:

- A. Any statement that would allow the project owner to confiscate any resident property;
- B. Any statement excusing the project owner from legal responsibility;
- C. Any statement that owner is not required to give notice when initiating a lawsuit;
- D. Any statement that the owner may evict a resident without a civil court proceeding;
- E. Any agreement by the resident to waive rights to a jury trial;
- F. Any agreement by the resident to waive rights to appeal a court decision;
- G. Any agreement by the resident to pay attorney's fees if the resident wins in a court case.

Affirmative Marketing and the implementation of an Affirmative Fair Housing Marketing Plan can be evidenced by the following activities:

- A. Identification of the target population and the boundaries of the marketing area;

- B. Concrete and credible outreach efforts;
- C. Identification of who is responsible for the affirmative marketing effort, what media will be used, and how any printed information will be disseminated;
- D. A budget that separates marketing costs and implementation costs and details how much will be spent on Affirmative Marketing;
- E. Creation of a waiting list;
- F. The inclusion of a housing discrimination disclaimer in any preliminary and/or full blank application (pledge not to discriminate against applicants based on their race, sex, age, religion, national origin, familial status, sexual orientation, or handicap);
- G. The inclusion of the handicap logo in all advertisements if the project has barrier free or accessible units;
- H. The inclusion of the Equal Housing Opportunity slogan or logo in all advertising;
- I. The creation of a community contact log and copies or invoices of print media advertisements that will be available for inspection.

If at all possible, the monitoring visits of the Development Specialist and the Rehabilitation Specialist should happen simultaneously. The assigned Rehabilitation Specialist should utilize a Section 8 Existing Housing Program Inspection Form. The Inspection Form should be filled out completely so that it may become part of the project's permanent file.

10. RESPONDENT PERFORMANCE HISTORY

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

EVALUATION AND SELECTION CRITERIA

All Proposals shall be evaluated by a committee comprised of representatives selected by the Manager of Housing Services Division of the Housing and Revitalization Department (HRD), and representatives from the Office of Contracting and Procurement for the City of Detroit.

The criteria used to evaluation shall consist of the Supplier's experience in similar types of programs, the ability of the Supplier to meet the terms and requirements of the RFP, and Supplier's demonstration of adequate staff and working experience in tracking compliance for similar HUD programs.

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 one deemed to be the most advantageous to the City of Detroit.

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 bidder.

Evaluation Criteria – Selections will be made based on materials submitted in response to the RFP, as well as follow-up interviews if needed. The following criteria will be used to rate each proposal and provide the basis for selection:

Factor Number	Evaluation and Selection Factors	Maximum Points
1	Ability to Meet Production Goals within Timelines The bidder’s demonstration of readiness to proceed and availability to complete work assigned within timeframes required. Office Staffing, Computer Software, ability to assume record keeping of projects in the compliance monitoring inventory.	40
2	Prior Compliance Monitoring Experience-Technical Knowledge of HUD Federally Funded CDBG/HOME/NSP Program Requirements	25
3	Price Demonstration of cost reasonableness in performing services and activities identified in the RFP, Lowest responsive bid for service based on comparable industry price standards. Per unit cost for providing services for additional projects.	15
4	HUD Section 3 Compliance Plan Demonstration of projected HUD Section 3 compliance plan of action for this project that includes hiring a minimum of one out of three qualified Section 3 Income Eligible applicants and sub-contracting a minimum of 10% of HUD assisted Award with qualified City of Detroit Certified Section 3 Business Concerns.	20

12. EVALUATION PROCEDURE

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

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable. The City may also at its discretion, request oral presentations, make site visits at Respondent’s facility and may request a demonstration of Respondent’s operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

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.

14. REQUIRED SUBMITTAL INFORMATION

Include as attachments and label each individually the following: an organizational chart, key personnel resumes, client list, brochure, cover letter, executive summary, Certificate of Liability Insurance naming City of Detroit as Additionally Insured, proof of insurance, financial statements, Exhibit A Scope of Work, Exhibit B Projected Annual Budget for this project, signed Exhibit C and Exhibit D as required, Certificate of Good Standing, Certificate of Corporate Authority, City of Detroit HUD Section 3 Compliance Plan.

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 Clearances and Affidavits

The following clearances and affidavits are required to do business with the City of Detroit. Approved clearances are not required to submit a response to the RFP but will be required of the successful respondent prior to City Council approval.

Respondents must submit requests for clearance and affidavits electronically in the 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.

Required Clearances	Required Affidavits
Income Tax Revenue Tax	Slavery Era Hiring Compliance Political Contributions Human Rights

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, Federal Employer Identification Number and Dun and Bradstreet 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 Evaluation Criteria 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. Attach a schedule of fees or hourly rates broken out for each type of staff member that will work on the project (i.e., Sr. Partner, Partner, Associate Paralegal Typist, etc.)

20. TECHNICAL APPROACH

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

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 not 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 in accordance with the City of Detroit Prompt Payment Ordinance.

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

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 AND PAYMENT BOND (OPTIONAL)

A Bid Deposit, Performance Bond and Payment Bonds are not required for this solicitation.

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.

EXHIBIT C

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

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

- (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 officer 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 subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients 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 \$100,000 for each such failure.

WITNESSES:

**SUBRECIPIENT, CONTRACTOR OR
SUBCONTRACTOR:**

1. _____ **BY:** _____

2. _____ **ITS:** _____

DATE: _____

EXHIBIT D

CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION LOWER TIER COVERED TRANSACTIONS

Instructions for Certification

1. *By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.*
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that this certification was erroneous when submitted or has been erroneous by reason of changed circumstances.
4. The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled “Certification Regarding Debarment, Suspensions Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under

48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS.

- (1) The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation of this proposal.

WITNESSES:

Subrecipient, Contractor
Subcontractor, or Principal

1. _____
2. _____

By: _____
Its: _____
Date: _____

EXHIBIT E

EXECUTIVE ORDER NO. 2007-1

THIS LANGUAGE MUST BE INCLUDED IN ALL BID PACKAGES, CONTRACTS AND SUBCONTRACTS FOR ALL CONSTRUCTION AND DEMOLITION PROJECTS, TO WHICH EXECUTIVE ORDER NO 2007-1 APPLIES.

EXECUTIVE ORDER NO. 2007-1 EMPLOYMENT OF LOCAL LABOR ON PUBLICLY FUNDED CONSTRUCTION AND DEMOLITION PROJECTS:

Per Executive Order No. 2007-1 All City of Detroit project construction contracts shall provide that at least fifty-one percent (51%) of the workforce must be bona-fide Detroit residents. In addition, Detroit residents shall perform fifty-one percent (51%) of the hours worked on the project. Workforce and project hours shall include work performed by Detroit residents in the various job categories: officials and managers; supervisors and forepersons, professionals, technicians, sale workers, office and clerical, skilled trades, craft workers, operators, laborers, service workers, apprentices, and on-the-job training positions.

Failure to meet the Detroit resident workforce requirement, including project hours, will result in the following monthly financial penalties:

Financial Penalties

<u>Detroit Resident Hours</u>	<u>Monthly Recruitment Fee</u>
45%-50%	3%
40%-44%	7%
30%-39%	10%
0%-29%	15%

Developers, general contractors, prime contractors and sub-contractors are required to pass the requirements of this Executive Order down to all lower-tier contractors. However, it is the sole responsibility of the entity contracting with the City of Detroit to require all of their contractors to comply with the City of Detroit requirement to utilize fifty-one percent (51%) of Detroit residents on construction projects. In reaching the Detroit residency requirement, local union halls may be utilized, however, the City of Detroit Workforce Development Department and/or its designee shall be the first source utilized to recruit and hire Detroit residents, where Detroit residents are unavailable at the local union halls. **Failure to meet the requirements of this Executive Order will constitute a breach of contract and may result in immediate termination of the contract.**

At the option of the City of Detroit, any developer, general contractor, prime contractor, sub-contractor, or lower-tier contractor that is deficient in the utilization of Detroit residents may be barred from doing business with the City of Detroit for one (1) year. In addition, the City of Detroit reserves the right to re-bid the contract, in whole or in part, and/or hire its own workforce to complete the work.

All construction contracts, construction contract amendments, change orders, and extensions shall include the terms of this Executive Order. The Human Rights Department shall have the responsibility for preparing administrative guidelines, monitoring, and enforcing the provisions of this Executive Order.

City of Detroit
Planning & Development Department
Housing Services Section

HOME Investor Loan Program

Owner Compliance Report

Effective: _____ Through _____

Name of Property: _____

Name of Ownership Interest: _____

Number of Units in Property: _____

Low-Income Unit Set-Aside: _____

Very Low-Income Unit Set-Aside: _____

Building Address	Unit Number	Resident Name	Number of Persons In Household	Number of Bedrooms	Date of last Income Certification	Effective Date of Lease	Unit Designation: Open Market vs Low-Income	Maximum Rent	Utility Allowance	Monthly Unit Rent	Resident's Annual Gross Income	(City Only) Compliance Yes or No?



Owner Compliance Certification

City of Detroit
Planning & Development Department
Housing Services Section
HOME Investor Loan Program

The undersigned certifies, to the best of his or her knowledge and belief and under penalty of perjury that:

- (1) Each HOME-assisted unit was rent restricted in accordance with the Affordable Rent Restriction and Occupancy Restriction guidelines of the HOME Investor Loan Program and the owner has received documentation to support resident income verification;
- (2) Each building and all units in the project were suitable for occupancy according to all local health, safety and building codes, and to Housing Quality Standards;
- (3) All resident facilities (common rooms, clubhouses, etc.) in each building in the project are provided on a comparable basis to all residents without any additional charge;
- (4) The owner has created and implemented an Affirmative Fair Housing Marketing Plan.

This certification is a material representation of fact upon which reliance was placed when this transaction was entered into and is effective for the previous compliance period _____ to _____.

Owner/Developer Name: _____

Signature: _____

Title: _____

Date: _____



City of Detroit HUD Section 3 Compliance Plan

(Submit as required a projected City of Detroit HUD Section 3 Compliance Plan for this project.)