



**CITY OF DETROIT**  
**OFFICE OF CONTRACTING AND PROCUREMENT**  
**NOTICE OF FUNDING AVAILABILITY (NOFA)**  
**NOFA NO. 184852**  
**ARPA-DETROIT HOUSING SERVICES PROGRAM**

<b>EVENT / ACTIVITY</b>	<b>DUE DATE / TIME</b>
<b>ADVERTISEMENT DATE</b>	June 17, 2024
<b>PRE-APPLICATION CONFERENCE</b>	Monday, June 24 <sup>th</sup> , 2024 @ 2:00 PM EST Location: TEAMS Meeting
Join TEAMS Meeting <a href="#">Join the meeting now</a> Meeting ID: 249 996 763 811 Passcode: 7Fydbd	
<b>Dial in by phone</b> <a href="#">+1 469-998-6602,,442545934#</a> United States, Dallas <a href="#">Find a local number</a> Phone conference ID: 442 545 934#	
<b>QUESTIONS DUE</b>	Tuesday, July 2 <sup>nd</sup> , 2024 @ 4PM EST  All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this NOFA.
<b>ANSWERS DISTRIBUTED</b>	Monday, July 8 <sup>th</sup> , 2024 (On or Before)
<b>APPLICATIONS DUE DATE *</b>	Monday, July 22 <sup>nd</sup> , 2024 @ 4:00 PM EST  In the Supplier Portal as specified in Section 4.5 of this NOFA.

\* Applications must be uploaded into the Supplier Portal on, or prior to the exact date and time indicated above. Late or emailed applications will not be accepted.

Applicants must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database [www.detroitmi.gov/supplier](http://www.detroitmi.gov/supplier). Instructions may be found on the City of Detroit website which includes tutorials on how to register. If you have any questions, please send an email to [procurementinthecloud@detroitmi.gov](mailto:procurementinthecloud@detroitmi.gov) or call (313) 224-4600.



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## **Section 1. Project Summary and Background**

### **1.1. PROJECT REQUEST**

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the Housing and Revitalization Department (HRD), is releasing this Notice of Funding Availability for interested and qualified organizations or firms (hereinafter referred to as “Detroit Housing Services”) to provide program implementation and administration services connecting individuals experiencing housing instability with resources as further outlined in the scope of work.

The City of Detroit’s Housing and Revitalization Department intends to award approximately \$8 million dollars in American Rescue Plan Act (ARPA) funding for the Detroit Housing Services NOFA. This NOFA allows applicants to apply for one or both program activities, the Detroit Housing Services Office Direct Assistance and/or the Detroit Housing Resource HelpLine.

### **1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT**

The City of Detroit has received funds from the United States Department of the Treasury (the “Treasury”) pursuant to the Coronavirus State and Local Fiscal Recovery Fund under CFDA 21.027 (“ARPA Funds”), under Section 602 and 603 of Title VI the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) (Subtitle M of Title IX of Public Law 117-2); and the City has allocated ARPA Funds to provide funding for appropriate and qualifying expenditures as allowed under the Treasury Guidance Interim Final Rule “Coronavirus State and Local Fiscal Recovery Funds” (86 Fed. Reg. 267878).

It is more critical now than ever to ensure the housing stability of Detroit residents. Due to the financial crisis that Detroiters have been propelled into because of the Covid-19 pandemic, unemployment rates soared to 38.8% in April 2020 and did not fall below 19% until January 2021. Many residents fell behind on bills, including housing related expenses. Eviction moratoriums were issued by state and federal government officials to prevent residents from losing their housing in 2020 and early 2021, which was followed by unprecedented federal investment in rental assistance for households facing Covid-19 hardships. In Detroit, over 50,000 applications were received for Covid-19 Emergency Rental Assistance funding before the application period closed in June of 2022.

At the end of September 2022, no protections were in place through state or federal interventions to assist renters still dealing with financial and health challenges related to housing emergencies.

The City of Detroit established a program to prevent Detroiters from experiencing homelessness and housing insecurity that were previously being served by other Covid-19 resources. It was critical that supportive services are brought online to support Detroiters that need safe, and affordable housing. As a social determinant of health markedly highlighted throughout the pandemic, secure housing not only stabilizes individual households, it also improves the health, quality of life, and neighborhood stability throughout Detroit.

### **1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS**

If a contract is awarded as a result of this NOFA, it will be a City of Detroit Subrecipient Agreement (sample attached). The term of the contract will expire on 12/31/25 but may include up to four (4) renewal options of one-year extensions based on the availability and of securing additional funding

sources upon the extinguishment of the ARPA funds. Any renewal option exercised under this contract is effective only after approval by the Detroit City Council. The City may award one (1) or multiple contracts as a result of the NOFA. Additional funds may become available for award under this NOFA, and the City, at its discretion, may increase amounts awarded under this contract up to five (5) times the initial award.

## **Section 2. Statement of Work**

### **2.1. SERVICES TO BE PERFORMED**

The grantee shall provide additional services as follows that are paid for by the American Rescue Plan Act (ARPA) funding.

In partnership with Housing and Revitalization Department (HRD), the grantee will be responsible for project management activities:

#### **Scope of Work:**

##### Detroit Housing Services Office Direct Assistance:

Detroit Housing Services Office will identify the needs of residents and alert Subrecipient of the need, also providing demographic information and any other documentation needed to fill the resource request.

- Payments requiring physical check or ACH should be completed within 7 business days.
- Payments allowing credit card should be completed within 24 business hours.
- Subrecipient's staff should be made available for after-hours and weekend resource requests.
- Reserve non-congregate shelter through the use of hotel/motel beds for Detroit Housing Services clients.
- Make payments to many types of vendors that support housing stability services including but not limited to; hotel/motel providers, transitional housing providers, moving companies, storage companies, transportation companies, organization that provide vital documents, etc.
- Procure all direct assistance providers in accordance with 2 CFR Part 200.

##### Detroit Housing Resource HelpLine Administration:

The contracted entity or entities will collaborate with the City of Detroit and stakeholders to plan, launch and implement a call center hotline. Launched in May 2023, the Detroit Housing Resource HelpLine was created by the City to provide a single, streamlined point of entry for Detroiters needing to connect to housing-related services.

The HelpLine administrator will be required to:

- Develop and implement intake and triage systems for residents that need emergency and non-emergency housing services.
- Operate call center during agreed upon times; Monday – Friday 8am to 6pm and Saturday 9am to noon, and arrange/plan for after-hours emergency routing as needed
  - Subject to change based on funding availability.

- Develop and maintain the Detroit Housing Resource HelpLine greeting and phone tree option, including translation into multiple languages including but not limited to, English, Spanish, Arabic, and Bengali.
- Collect and forward caller data to multiple housing programs at the completion of HelpLine intake process.
  - This will require technology integrations with multiple platforms including but not limited to Smartsheet, Salesforce, Google and other CRM and case management software.
- Provide text message, email and robocall outreach as part of HelpLine operations.
- Provide outbound calls for residents accessing the HelpLine afterhours, to ensure residents are connected to services.
- Provide navigation appointments for residents seeking application assistance through the HelpLine.
- Keep all electronic and recorded records for HelpLine call for quality assurance monitoring.
- Attend mandatory meetings with HelpLine stakeholders.
- Attend community engagement meetings.
- Attend community and stakeholder resource fairs to complete onsite program enrollment and resource connection.
- HelpLine staff to provide high-quality, tenant-centered housing search resources.
- HelpLine staff to provide services that are client-centered and trauma-informed.
- Develop and maintain all policies and protocols for the HelpLine to ensure streamlined operations.

**Schedule:**

The City seeks to establish a contract for services in fall of 2024 with the contract activities to begin on or around September 2024 and align with the following estimated phases:

- Phase I: Program Implementation Planning (1-3 months)
- Phase II: Program Administration (12-18 months)

The schedule is subject to change at the City of Detroit’s discretion.

**2.2. OPERATIONAL INFORMATION**

Housing and Revitalization Department (HRD) will maintain oversight to ensure the Detroit Housing Services performs in accordance with the terms, conditions, and specifications on their contract. HRD has the following prerogative regarding applications submitted:

- To award all or part of the project at its discretion  
To request additional information for the purposes of clarification
- To change the deadline for submitting applications upon appropriate notification to all Program Administrators receiving the NOFA

Awarded Subrecipient(s) will work closely with City agency staff.

The Applicant is expected to provide service in accordance with the terms of the executed agreement and under the rules, regulations, and supervision of the City. The Program Administrator, serving as the Subrecipient for the Detroit Housing Services Program, is required to follow all applicable 2 CFR § 200.332 - requirements as a pass-through entity. Subrecipient being

defined as an entity, usually but not limited to non-Federal entities, that receives a subaward from a pass-through entity to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

### **2.3. TECHNICAL INFORMATION**

The Program Administrator is responsible for meeting programmatic and fiscal requirements under the ARPA Final Rule and other US Department of Treasury SLFRF guidance as well as all applicable regulatory provisions under 2 CFR Part 200 and as may be amended by the Final Rule, effective April 1, 2022. This includes performance outcomes development, monitoring, and reporting for activities of the subrecipient award. This also includes, but is not limited to, the design, delivery and records management associated with the solicitation, review, and recommendation for potential of the project to enhance the wellbeing of the public following the COVID 19 pandemic; project and beneficiary eligibility; project cost reasonableness; grant awards; grant disbursements; and field validation of work completion; and overall compliance grants.

The City of Detroit is committed to centralizing and warehousing data for the purpose of improving service delivery and enabling cross departmental analytics. For this reason, we expect Subrecipients, contractual relationships, and resulting software platforms to enable data access, data interoperability, warehousing of resulting data, and adherence to City data standards.

#### **Specifically, the City minimally requires:**

- Access to any data via APIs in a machine-readable format.
- Full documentation of APIs (including field names and objects) and the database schema used by the application.
- Ability for City to push data as needed to these software systems to update base datasets.
- Any location-based data or platform utilizes the City's Base Units geocoder, Base Units Database, and/or address data standards as applicable. For more information see: <https://base-units-detroitmi.hub.arcgis.com/pages/about-base-units>
- The ability for the City to use and govern this data as it deems necessary-  
- centralizing it, porting it into other systems, and using it for additional and future organizational needs.

#### **The City prefers:**

- System or platform has the capacity to store field-level metadata and display it in the user interface when appropriate
- API is able to provide data in a JSON format.
- Data system or data exports integrate easily with ESRI products including feature services.
- Systems or platforms that support data exchanges (pushes and pulls) that can happen dynamically.

### **Section 3. Application Evaluation and Selection Process**

#### **3.1. MINIMUM QUALIFICATIONS**

Applications will only be accepted from those firms demonstrating a minimum of two (2) years of experience providing the services requested in the NOFA for projects of similar scope and size. Additionally:

##### Detroit Housing Services Office Direct Assistance

1. Applicant must provide proof of experience implementing, program design and managing of housing stability and direct services program(s) within the last two years as defined in this NOFA.
2. Eligible applicants include non-profit agency or others as determined by Uniform Administrative Requirements.
3. Applicant must have experience with procurement regulations regarding in 2 CFR Part 200, and City requirements regarding procurement of goods or services.
4. Applicants must have demonstrated experience with program design of housing stability and direct service programs.
5. Applicants must have demonstrated experience or knowledge with using federal funds for housing stability and direct service activities.
6. This is a reimbursement-based contract; therefore, applicants must have demonstrated experience and demonstrate the sufficient cash-on-hand.
7. Applicant must have a number of fully dedicated finance team members as prescribed by the City agreed upon by the subrecipient and funded in the forthcoming subrecipient agreement, who are responsible for the administration and reconciliation of all financial transactions.

##### Detroit Housing Resource HelpLine Administration:

1. Applicant must have a minimum of one year experience operating a call center.
2. Applicant must have established protocols for providing information and referral services to persons with limited English proficiency, deaf and hard of hearing, or other accessibility needs.
3. Applicant must have the ability to assess mental health and/or substance use needs and refer (transfer) to appropriate call specialists per established protocols.
4. Applicant must have established protocols for training for call specialist staff on customer service, diversity, equity inclusion, and cultural competency.
5. Applicant must have the willingness to work in collaboration with the City of Detroit and Detroit Housing Resource HelpLine stakeholder to develop protocols for continuous quality improvement and future integrations.
6. Applicant must have the ability to document caller information in a CRM system, capturing data elements required for system reporting.

Successful respondents to this NOFA must present a team of individuals with the diversity of skill sets necessary to complete all tasks required by this scope of work. Multidisciplinary firms who can meet all the requirements of this NOFA will be considered, as will responses from qualified teams comprised of more than one firm. If the lead applicant is not based in Detroit, the City strongly encourages respondents to consider inclusion of team members that are Detroit-based, minority led, and/ or otherwise have a substantive body of knowledge or experience with Detroit.



**3.2. ADHERENCE TO TERMS OF APPLICATIONS**

An application once accepted by the City of Detroit, may become a binding contractual obligation of the Applicant. The failure of a successful Applicant to accept this obligation and to adhere to the terms of the Applicant’s application may result in rejection of the application and the cancellation of any provisional award to the applicant. Applicants are not permitted to take advantage of any errors or omissions in specifications since full instructions will be given should they be discovered before bid submission date.

**3.3. QUESTION DEADLINE**

**All questions regarding the NOFA shall be submitted through the Supplier Portal no later than the time and date specified on the Cover Page.** In the interest of transparency, only written questions will be accepted. Answers to questions will be posted within the Supplier Portal. The City of Detroit does not guarantee a response to questions not submitted after the question deadline.

Should an Applicant be in doubt as to the true meaning of any portion of this NOFA or find any patent ambiguity, inconsistency, or omission herein, the Applicant must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this NOFA.

Applicants 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.

Applicants requesting changes to the NOFAs terms and conditions, specifications, quantities, etc.; or if clarifications are needed, must make the request in writing by the stated bid submission deadline.

**3.4. EVALUATION CRITERIA**

Each criterion below will be scored on a numeric scale of 1-5, with a score of 5 representing “Exceptional” responses and a score of 1 representing “Weak” responses. Each of the criteria below are weighted by a certain percentage of the total score. Please see below a scoring guide for the evaluation process

<b>Application Evaluation Criteria</b>	<b>Score with Multiplier</b>	<b>Possible Points</b>
1. Demonstrated understanding of the City’s Scope of Work	( ___ x2 )	10
2. Recent experience, qualifications and key personnel in planning and implementing housing services	( ___ x4 )	20
3. Proposed approach to the Detroit Housing Services Programs implementation and administration activities. Proposal contains all required scope of work elements	( ___ x5 )	25
4. Demonstrated experience administering call center and direct assistance programs	( ___ x5 )	25
5. Experience implementing housing programs with federal funds.	( ___ x4 )	20
<b>Total Points Possible</b>		<b>100</b>

Responses will be evaluated on a 5-point scale where a multiplier will be used (1-5) to compute the total points for each area:



- o 5 - Points: criterion is clearly, directly, and verifiably satisfied
- o 4 - Points: criterion appears to be satisfied
- o 3 - Points: criterion appears to be satisfied, but is lacking in clarity or documentation
- o 2 - Points: criterion is only partially satisfied
- o 1 - Point: criterion is not satisfied

0 - Points: question or questions are incorrectly answered or not answered completely

### **3.5. EVALUATION PROCEDURE**

Following the receipt of applications, a City designated Evaluation Committee will evaluate each response. All Applications, which meet the required format of this NOFA, will be evaluated. Any application determined to be non-responsive to the specifications or other requirements of the NOFA, 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 Applicant is acceptable.

The City may also at its discretion, request oral presentations, make site visits at Applicant's facility, and may request a demonstration of Applicant'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 applications, and negotiate with some limited number of the highest scored qualified Applicants. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

Any of the additional data specs and standards described in Section 2.3, that are met will be factored positively into the overall score.

### **3.6. ORAL PRESENTATION/DEMONSTRATION**

The City reserves the right, at its own discretion, to request oral presentations regarding applications submitted in response to the NOFA. Failure to make an oral presentation will be grounds for rejection of your application. Applicants will be notified by the Office of Contracting and Procurement of the date, time, and location for oral presentations.

### **3.7. REJECTIONS, MODIFICATIONS, CANCELLATIONS**

The City of Detroit expressly reserves the right to:

- 1) accept or reject, in whole or in part, any and all applications received;
- 2) waive any non-conformity;
- 3) re-advertise for applications;
- 4) withhold the award for any reason the City determines;
- 5) cancel and/or postpone the request for applications, in part or in its entirety, and/or,
- 6) take any other appropriate action that is in the best interest of the City.

This NOFA does not commit the City of Detroit to award an agreement, to pay any cost incurred in the preparation of an application under this request, or to procure or contract for services.



**3.8. PROTESTS**

Protests can be filed with the Housing and Revitalization Department. Interested parties aggrieved by a NOFA or the award of any resulting Subrecipient agreements, may file written notice of protest to the following:

**City of Detroit Housing and Revitalization Director  
2 Woodward Avenue, Suite 908  
Detroit, MI 48226  
“NOFA Protest”**

At a minimum, such protests shall include:

- 1) name of protestor.
- 2) NOFA/Subrecipient number and description; and
- 3) statement of grounds for protest (reference specific text in the NOFA, or Subrecipient document that is at issue).

The decision of the Group Executive and/or the Department Director are final and is not subject to appeal.

**Section 4. Required Application Content and Submission Process**

**4.1. ACCURACY AND COMPLETENESS OF INFORMATION**

All information pertaining to the prospective Applicant’s approach in meeting the requirements of the NOFA shall be organized and presented in the prospective Applicant’s application. The instructions contained in this NOFA 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 application may be incorporated into any ensuing agreement, all prospective Applicants are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding Subrecipient agreement.

**4.2. REQUIRED APPLICATION CONTENT AND FORMAT**

To be considered responsive, each application must, at a minimum, respond to the following NOFA sections in their entirety, and responses must be uploaded in the Supplier Portal:

<b>Required Response Item</b>	
<b>1.</b>	<b>Letter of Transmittal</b>  The prospective Applicant’s application shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective Applicant contractually. The letter must state that the application will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective Applicant withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.
<b>2.</b>	<b>Attachment A – Applicant Questionnaire</b>



<b>Required Response Item</b>	
	Applicant shall provide their Application Introduction and Solution / Approach, per the requirements provided in Attachment A.
<b>3.</b>	<b>Attachment B – Application Introduction and Solution / Approach</b>
	Applicant shall provide their Application Introduction and Solution / Approach, per the requirements provided in Attachment B.
<b>4.</b>	<b>Attachment C – Pricing</b>
	Applicant shall provide their Pricing application, per the requirements provided in Attachment C.
<b>5.</b>	<b>Attachment D – Forms, Affidavits and Documents</b>
	Applicant shall provide their completed Forms, Affidavits and Documents, per the requirements and checklist provided in Attachment D.

**4.3. REQUIRED PRICE APPLICATION**

Applicants are requested to make a firm price proposal to the City of Detroit, through the completion of **Attachment C**. If an agreement is entered into as a result of this NOFA, it will be a Subrecipient agreement for fees as related to providing all requested services, with a price not to exceed the total price quoted in the application. The City of Detroit reserves the right to select applications from the most responsible applicants 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.

**4.4. ECONOMY OF PREPARATION**

Applications should be prepared simply and economically providing a straightforward, concise description of the Applicant’s ability to meet the requirements of the NOFA. Emphasis should be on the completeness and clarity of content.

**4.5. SUBMITTAL INSTRUCTIONS**

All applications **must** be submitted through the Supplier Portal. Each Applicant is responsible for ensuring that its application is received by the City on a timely basis. **Faxed or mailed applications will not be accepted.**

Applicants shall not distribute their applications to any other City office or City employee. Applications received become the property of the City. The City is not responsible for any costs associated with preparation or submission of applications. All applications submitted by the due date will be recorded in the Supplier Portal. Responses received **will not** be available for review. Applications received will be subject to disclosure under the state of Michigan’s Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the applications in the Supplier Portal. The successful Applicant will receive an award letter. Applicants who are not awarded will receive a notification that the award decision has been made.

**Section 5. General Conditions and Requirements for NOFA**

**5.1. SUBRECIPIENT APPROVAL**

Upon NOFA award, the City and the successful Applicant shall execute a subrecipient agreement, which shall contain all contractual terms and conditions in a form provided by the City. No agreement shall become effective until it has been approved by the required City Departments and Detroit City Council. Prior to the completion of this approval process, the successful Applicant

shall have no authority to begin work under the agreement. The Chief Financial Officer shall not authorize any payments to the successful Applicant prior to such approvals; nor shall the City incur any liability to reimburse the successful Applicant regarding any expenditure for the purchase of materials or the payment of services.

**5.2. PAYMENT**

All properly executed invoices submitted by the successful Applicant will be paid in accordance with the City of Detroit Prompt Payment Ordinance.

**5.3. INVOICES**

Subrecipients must be registered in City of Detroit Supplier Portal and be a registered vendor with the City of Detroit to submit invoices and receive payments. Go to <http://www.detroitmi.gov/Supplier> to register.

**AUTHORIZATION TO COMMENCE WORK OR SHIP GOODS – READ CAREFULLY!!!**

Subrecipient's may begin work or ship goods upon receipt of the required authorization, which is the CPA (Contract Purchase Agreement), in addition to *SPO (Standard Purchase Order)*, from Procurement.

*The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued.*

**\*\*Work commencing without issuance of the SPO is subject to Payment Delays and/or Non-Payment! \*\***

**Required vendor steps to invoice:**

- 1) Invoices should NOT be uploaded until the Contractor receives confirmation of review and approval from the City of Detroit.
- 2) Subrecipient's should submit their invoices via City of Detroit Supplier Portal. Portal invoice amount and creation date must match the date on attached invoice. Please follow the below invoice requirements:

**Invoice MUST contain or have as attachment:**

- Subrecipient Name and address on Invoice
- Contact Info on Invoice (Accounts Receivable contact with phone and email)
- Remittance information (MUST be included, or the invoice is subject to rejection)
- City of Detroit contact (person who authorized work to commence)
- Invoice Date
- Date of service/delivery
- Subrecipient Agreement number
- Purchase order number
- Total Invoice amount
- The wording "ARPA NOFA" (must be noted on every invoice)

**Other invoice requirements:**

- Invoice must be billed based on Purchase Order rates
- Total invoice amount must tie to the total supporting documents
- Supporting documentation must be attached to the invoice in the portal

Terms are standard NET 15 Days, unless otherwise negotiated, and start from the invoice receipt date, provided that the invoice is submitted timely to our AP department with the necessary supporting documentation.

If you need assistance, please contact the Office of Departmental Financial Services (ODFS) 313-410-7804.

**5.4. ASSIGNMENT**

The services to be performed by the successful Applicant shall not be assigned, sublet, or transferred, nor shall the successful Applicant 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.

**5.5. MODIFICATION OF SERVICES AFTER AGREEMENT APPROVAL**

The City reserves the right to modify the services provided by the successful Applicant awarded a Subrecipient agreement. Any modification and resulting changes in pricing shall be made by amendment to the Subrecipient agreement by the successful Applicant and the City.

**5.6. NEWS RELEASE**

News releases pertaining to these application 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.

**5.7. MISCELLANEOUS**

It shall be the responsibility of the Applicant 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 Applicant 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.

**In accordance with 2 C.F.R. § 200.321, Applicants are encouraged to contract with small and minority businesses, women's business enterprises, labor surplus area firms and Detroit businesses. The City strongly encourages the hiring of Detroit residents whenever possible by contacting Detroit At Work for your hiring needs. Visit the Detroit At Work website at [www.detroitatwork.com](http://www.detroitatwork.com) for specific contact information regarding these opportunities.**

**CHANGES TO FEDERAL REQUIREMENTS**

The Applicant shall at all times comply with all applicable ARPA Federal regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Master Agreement between the City and ARPA, as they may be amended or promulgated from time to time during the term of this agreement. The Applicant's failure to so comply shall constitute a material breach of this agreement.



**ACCESS TO RECORDS AND REPORTS (All Subrecipients)**

Applicants shall maintain full and complete Records reflecting all operations related to this Agreement. The Records shall be subject to inspection, review, and audit by the City and the Government-Grantor Agency. Such Records shall be maintained in accordance with generally accepted accounting and internal controls, and all federal, state, and local accounting principles and governmental accounting and financial reporting standards, as required under 2 C.F.R. 200, Subpart D, and 31 C.F.R. Part 35 (Pandemic Relief Programs). All Records must be maintained for a duration no less than the later of (a) five (5) years after all ARPA Funds have been expended or returned to the City and/or the Government-Grantor Agency, as the same may be extended by the Treasury, and (b) December 31, 2031.

The City and any Government-Grantor Agency providing funding under this Agreement shall have the right at any time without notice to examine and audit all Records and other supporting data of the Subrecipient as the City or any Government-Grantor Agency deems necessary.

The Subrecipient's shall make all Records available for examination during normal business hours at its Detroit offices, if any, or alternatively at its facility nearest Detroit. The Subrecipient shall provide copies of all Records to the City or to any such Government-Grantor Agency upon request.

If in the course of such inspection the representative of the City or of another Government-Grantor Agency should note any deficiencies in the performance of the Subrecipient agreed upon performance or record-keeping practices, such deficiencies will be reported to the Subrecipient in writing. The Subrecipient agrees to promptly remedy and correct any such reported deficiencies within ten (10) days of notification.

Any costs disallowed as a result of an audit of the Records shall be repaid to the City by the Subrecipient within thirty (30) days of notification or may be set off by the City against any funds due and owing the Subrecipient, provided, however, that the Subrecipient shall remain liable for any disallowed costs exceeding the amount of the setoff.

Each party shall pay its own audit costs. However, if the dollar amount of the total disallowed costs, if any, exceeds three percent (3%) of the dollar amount expended by the City pursuant to this Agreement through the date of such audit, the Subrecipient shall pay the City's audit costs.

Nothing contained in this Agreement shall be construed or permitted to operate as any restriction upon the powers granted to the Auditor General by the City Charter, including but not limited to the powers to audit all accounts chargeable against the City and to settle disputed claims.

In accordance with 2 C.F.R. § 200.337 (a) "Records of non-Federal entities", the Government-Grantor Agency, Inspectors General, the Comptroller General of the United States, and the pass-through entity (including, but not limited to the City), or any of their authorized representatives, shall have the right of access to any documents, papers, or other records of the Subrecipient which are pertinent to the ARPA Funds, in order to make audits, examinations, excerpts, and transcripts. The foregoing right also includes timely and reasonable access to the Subrecipient's personnel for the purpose of interview and discussion related to such documents.

The rights of access in this Section 36 are not limited to the required retention period set forth in Section 36 but shall continue for such longer period as the Records are retained.

The Subrecipient shall, upon request by the City, provide to the City all data and information as necessary to allow the City to meet the City's reporting obligations to the Government-Grantor Agency, including but not limited to data and information needed by the City for closeout submissions, if any, to the Government-Grantor Agency.

#### **GEOGRAPHIC RESTRICTIONS**

The Subrecipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by Federal statute, and as permitted by FTA [Acquisition of Management, Architectural and Engineering Services 49 U.S.C. Section 5325 (d)].

#### **5.8. OFFICE OF INSPECTOR GENERAL**

- 5.8.1. In accordance with Section 2-106.6 of the City Charter, this Agreement 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 Agreement has an interest in the Agreement and fails to disclose such interest.
- 5.8.2. This Agreement 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 Agreement.
- 5.8.3. A fine shall be assessed to the Subrecipient in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Subrecipient, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 5.8.4. Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, subrecipient and subcontractor providing goods and services to the City, business entity seeking agreements 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.
- 5.8.5. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, Applicant, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City agreement or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 5.8.6. 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.
- 5.8.7. As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

*For purposes of this Article: "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.*





## **NOFA Attachments List**

The following Attachments are available to download on the Supplier Portal.

**Attachment A - Applicant Questionnaire**

**Attachment B - Application Introduction and Solution / Approach**

**Attachment C - Pricing**

**Attachment D - Forms, Affidavits and Documents**

**Sample Subrecipient Contract Agreement**