



CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
REQUEST FOR PROPOSALS: RFP #184992
Recovery Housing Expansion and Operations

| EVENT / ACTIVITY | DUE DATE / TIME |
|--------------------------------|--|
| ADVERTISEMENT DATE | 8/6/2024 |
| PRE-PROPOSAL CONFERENCE | Date: 8/13/2024 @ 1:00 pm Microsoft Teams Link Below https://teams.microsoft.com/l/meetup-join/19%3ameeting_YTEyMGE5YzgtOGNiYy00OWI4LTkyNWYtOWZIMGNIMTUxZGU0%40thread.v2/0?context=%7b%22tid%22%3a%22e154a760-1d2d-4ef6-8fd3-ebc8b4ef31fd%22%2c%22oid%22%3a%22bf394e97-0b86-46b5-a666-f96c525412fc%22%7d |
| QUESTIONS DUE | on or before 8/20/2024 @ Noon All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFP. |
| ANSWERS DISTRIBUTED | within 48-72 hours |
| PROPOSAL DUE DATE * | 8/27/2024 @ 4:00 pm EST In the Supplier Portal as specified in Section 4.5 of this RFP. |

* Proposals 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.

Respondents must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database 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 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 Request for Proposals for interested and qualified organizations or firms (hereinafter referred to as “Implementation Partner(s)”) to support the operation of Recovery Housing Facilities in the City of Detroit to expand the supply and accessibility of recovery housing units for the short-term occupancy by individuals receiving substance use disorder services at the projects located within the City.

Respondents can submit proposals for operational support that would increase the accessibility of recovery housing to clients and/or improve their likelihood of success in reaching long-term recovery (e.g., subsidy for client rental costs, expansion of on-site supports, other operational needs as proposed by applicants).

NOTE: The City of Detroit has also issued RFPs for Recovery Housing Construction and Rehabilitation to expand the supply of recovery housing units. Respondents can submit proposals to build new recovery housing facilities, rehabilitate facilities to serve as recovery housing or expand existing recovery housing facilities.

Respondents may submit proposals for multiple award categories and for both RFPs.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The opioid epidemic is an urgent public health crisis that disproportionately affects the City of Detroit. In the late 1990s and early 2000s, Detroit saw between 75 – 100 drug overdose deaths per year. As the opioid crisis accelerated nationwide, driven by the availability of prescription opioid medications and heroin, deaths rose to 100 – 150 per year from the mid-2000s through 2014.

However, as fentanyl and other synthetic opioids became more prevalent in the drug supply, deaths rose sharply, nearly tripling from 132 in 2014 to 359 in 2018. Finally, just as overdose deaths had begun to level off in 2019, the pandemic struck, bringing widespread bereavement, job loss, isolation, and disruption of daily life, and interruption of essential substance use treatment and recovery support services. With this sudden increase in risk factors for substance use and drug poisoning, deaths tragically rose yet again.

In response to this crisis, the City – alongside its partners in the community and at the federal, state, and county levels – has worked to expand substance use prevention and community education; harm reduction services like naloxone distribution, naloxone training, and syringe service programs; and access to high-quality substance use treatment. However, gaps in services remain, and many Detroit residents who use substances have inadequate access to prevention, treatment, recovery, and holistic wraparound services. Sometimes this challenge reflects a lack of visibility of resources, awareness of services, and coordination of care. In other instances, residents have difficulty navigating the process to access treatment or other supportive health and social services, which can be multi-step, complex, and paperwork intensive. Furthermore, some residents may be open to seeking treatment – or participating in other services like harm reduction – but need peer guidance and coaching to help make that positive choice.

Through this RFP, the City of Detroit is now seeking to expand the supply and accessibility of recovery housing to help individuals maintain their recovery over the long term and address a key barrier to success in treatment. Recovery housing provides stable and supportive housing to individuals with substance use disorders who are completing treatment, who may have previously been living in a location that is not conducive to entering and maintaining recovery (e.g., an unsafe location, a location where drug use occurs, etc.). Many individuals seek recovery housing placements after completing inpatient treatment, while continuing treatment as outpatients. Recovery housing services and stays vary broadly: some homes offer on-site treatment services or group sessions, while others primarily offer a supportive living environment. Stays can range from a few months to longer periods of time, depending on the program policies.

1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

Contracts awarded under this RFP would be a City of Detroit Professional Services Agreement. The term of the agreement will be up to three (3) years, with the option for two one-year renewals.

Any renewal option exercised under this contract is effective only after the approval of the Department and the Detroit City Council.

The city anticipates one or more awards as a result of the RFP.

Section 2. Statement of Work

2.1. ELIGIBLE ACTIVITIES

The purpose of this RFP is to expand the supply and accessibility of recovery housing to help individuals maintain their recovery over the long term and address a key barrier to success in treatment.

Compared to the status quo, projects are expected to increase one or more of the following:

- The number of clients that can be served by the facility
- The ability of clients, especially those with very low incomes or barrier to success, to access and use the facility
- The impact of an existing facility, by increasing clients' likelihood of success in maintaining long-term recovery

Respondents can propose a broad range of operational support that would achieve these goals. The City of Detroit welcomes innovative approaches that identify and address key barriers to clients' ability to access recovery housing or to their success in recovery housing. Respondents should propose the strategies and tactics that will have the greatest impact for clients.

As examples only, respondents may propose a range of operational supports, including but not limited to:

- Subsidizing or eliminating rental costs for clients
- Increasing the permissible length of stay for a client

- Providing supportive services to increase client success (for example transportation, childcare, clothing for job interviews or work, etc.) or alternatively supporting clients to apply for / navigate available benefits programs
- Making capital investments to increase client success, for example purchasing medication safes / lock boxes to permit storage of medications to treat opioid use disorder on-site
- Providing services or staffing to increase the intensity or availability of on-site treatment services
- Funding start-up costs to begin a new recovery housing facility

As much as possible, applicants should aim to provide quantitative estimates for how the project would increase the scale, accessibility, or impact of a recovery housing facility – for example:

- Number of additional clients to be served
- Number of very-low-income clients now able to access the facility
- Research or data on impact of proposed services on treatment retention

Coordination with Other Sources of Funding

All proposals are expected to use City of Detroit funding to supplement, not supplant, existing sources of funding and existing services, including those reimbursed by insurance. If an applicant receives reimbursement from an insurance company and/or public grants, the applicant should outline specifically in their proposal how City of Detroit funding would expand on the existing funded services (i.e., supplement, not supplant).

Funding will be awarded based on the quality and quantity of applications received and the needs of the substance use disorder ecosystem in the City; the City may consider funding awards from other jurisdictions (e.g., state, county, federal) in making decisions about prioritization and award of City funds.

Policy Priorities and/or Requirements for All Proposals

This section outlines requirements and policy priorities that apply to all proposals:

- Respondents' proposed recovery housing facility may offer Level II, Level III, or Level IV support, as [defined by the National Association of Recovery Residences](#).
- If available, facilities should provide a lease and/or occupancy agreement, as well policies and procedures for the recovery home.
- Recovery housing facilities should strive to be low barrier and accept referrals with very few preconditions.
- The City of Detroit will only consider recovery housing facilities that permit clients to use medications to treat opioid use disorder, including methadone and/or buprenorphine.

- The City will prioritize proposals that permit an individual who returns to use to reengage in treatment and remain in the recovery home or supports such an individual by helping place them in inpatient treatment.
- The City will also prioritize proposals from non-profit organizations.
- Recognizing that many individuals who use substances become involved in the criminal justice system, the City will also prioritize facilities that accept clients with a felony record or current criminal justice system involvement. Facilities may receive this prioritization while also setting reasonable limits on offense types, based on safety considerations for all residents.
- To the greatest extent possible within the facility’s capabilities, clients should not be screened out due to physical or mental health conditions, disability, family composition, and/or gender identity. Facilities may offer single-sex residences or residences designed for special populations like people with children.

2.3. OPERATIONAL INFORMATION

Respondent Implementation Partner performs in accordance with the terms, conditions, and specifications on their contract. HRD has the following prerogative regarding proposals 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 Implementation Partner receiving the RFP

The Respondent is expected to provide service in accordance with the terms of the executed agreement and under the rules, regulations, and supervision of the City.

Funding Sources and Related Requirements

The City anticipates funding awards under this RFP using funding from legal settlements with manufacturers and distributors of opioid medications. These funds do not have specific grant or compliance requirements beyond standard City of Detroit contracting, financial management, and oversight practices.

Respondents should be aware that the City of Detroit typically provides funding on a reimbursement basis.

2.4. TECHNICAL INFORMATION

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 applicants, contractual relationships, and resulting software platforms to enable data access, data interoperability, warehousing of resulting data, and adherence to City data standards.

Section 3. Respondent Evaluation and Selection Process



3.1. MINIMUM QUALIFICATIONS

Respondents will only be accepted from those firms:

- Demonstrating a minimum of three (3) years of experience of providing the services requested in the RFP for projects of similar scope. Firms' experience must include providing recovery housing or other substance use treatment or harm reduction services for Detroit residents or other demographically similar populations.
- Seeking funding for recovery housing facilities located within the City of Detroit and primarily serving Detroit residents.

3.2. PROPOSAL REQUIREMENTS

Accepted proposals must adhere to the following:

- Meet threshold criteria
- Include all applicable forms and attachment

3.4. ADHERENCE TO TERMS OF PROPSAL

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 application may result in rejection of the application and the cancellation of any provisional award to the applicant. Respondent 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.

3.5. QUESTION DEADLINE

All questions regarding the RFP 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 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.

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

3.6. EVALUATION CRITERIA

Technical Proposals will be evaluated before Price Proposals are reviewed.

| <u>Proposal Evaluation Criteria</u> | <u>Possible Points</u> |
|---|-------------------------------|
| <u>Attachment A: Respondent Questionnaire</u> | <u>25</u> |
| <u>Attachment B: Proposal Approach</u> | <u>25</u> |
| <u>Attachment C: Pricing and Budget</u> | <u>15</u> |



| | |
|-------------------------------------|------------------|
| <u>Total Points Possible</u> | <u>65</u> |
|-------------------------------------|------------------|

PHASE TWO CRITERIA – PRIME CONTRACTOR ECONOMIC DEVELOPMENT

| <u>Proposal Evaluation Criteria</u> | <u>Possible Points</u> |
|--|-------------------------------|
| 1. <u>Detroit headquartered business</u> | <u>10 points</u> |
| 2. <u>Detroit based business</u> | <u>5 points</u> |
| <u>Total Points Possible</u> | <u>15</u> |

Maximum points for phase two not to exceed fifteen (15) points.

PHASE THREE CRITERIA ECONOMIC DEVELOPMENT & CONTRACT PERFORMANCE OF PRIME AND SUBCONTRACTOR(S)

| <u>Proposal Evaluation Criteria</u> | <u>Possible Points</u> |
|--|-------------------------------|
| 1. <u>Detroit headquartered business</u> | <u>15 points</u> |
| 2. <u>Detroit based business</u> | <u>5 points</u> |
| <u>Total Points Possible</u> | <u>20</u> |

Maximum points for phase three not to exceed twenty (20) points.

3.7. EVALUATION PROCEDURE

Following the receipt of proposals, a City-designated Evaluation Committee will evaluate each response. All Respondent which meet the required format of this RFP, will be evaluated. Any proposal 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 Applicant 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 scoring qualified Respondent. 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.



3.8. 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. Respondent will be notified by the Office of Contracting and Procurement of the date, time, and location for oral presentations.

3.9. 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 applications.
- 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 an agreement, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.

3.10. PROTESTS

Protests can be filed with the Housing and Revitalization Department. Interested parties aggrieved by a RFP or the award of any resulting 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
“RFP Protest”**

At a minimum, such protests shall include:

- 1) name of protestor.
- 2) RFP/Respondent number and description; and
- 3) statement of grounds for protest (reference specific text in the RFP, or respondent 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 Proposal Content and Submission Process

4.1. 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 application may be incorporated into any ensuing agreement, all prospective Respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

4.2. REQUIRED PROPSAL CONTENT AND FORMAT

To be considered responsive, each respondent must, at a minimum, respond to the following RFP sections in their entirety, and responses must be uploaded in the Supplier Portal. Portal along with the Affidavit of Disclosure Interests Form and Non- Collusion Affidavit found under requirements section of the of RFP#184992:

| Required Response Items | |
|--------------------------------|---|
| 1. | Letter of Transmittal |
| | 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. The Letter of Transmittal is a required item and failure to include will invalidate the proposal. |
| 2. | Attachment A – Organizational Capacity |
| | Applicant shall respond to the questions on Organizational Capacity, per the requirements provided in Attachment A to this RFP. <i>Page limit: 10 pages single spaced</i> <ul style="list-style-type: none"> • Experience with Recovery Housing and Facility Characteristics and Policies: 15 Points • Financial Management Capacity: 10 Points |
| 3. | Attachment B – Proposed Approach |
| | Applicant shall outline their proposed project and its expected impacts, per the requirements provided in Attachment B. |
| 4. | Attachment C – Pricing and Budget |
| | Respondent shall provide their Price Proposal, per the requirements provided in Attachment C. List items as follows: <i>C-1: Proposed Project Budget</i> |
| 5. | Attachment D – Forms, Affidavits and Documents (See Note Below) |

| | |
|--|--|
| | <p>Applicant shall provide their completed Forms, Affidavits and Documents, per the requirements and checklist provided in Attachment D. Include the items as follows:</p> <p style="padding-left: 40px;"><i>D-1: Lease or Occupancy Agreement for Residents, if Available</i></p> <p style="padding-left: 40px;"><i>D-2: Policies and Procedures for Recovery Housing, if Available</i></p> <p style="padding-left: 40px;"><i>D-3: Organizational Chart</i></p> <p style="padding-left: 40px;"><i>D-4: Audit Findings (Last 5 Years), if Applicable</i></p> <p style="padding-left: 40px;"><i>D-5: Operating Budget + P/L Statement</i></p> |
| | <p>No points are awarded for submittal of required items; however, a point will be deducted for each attachment not submitted.</p> |

4.3. REQUIRED COST PROPOSAL

Respondents 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 RFP, it will be an agreement for fees 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 respondent 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

Proposals should not be prepared simply and economically providing a straightforward, concise description of the Applicant’s ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

4.5. SUBMITTAL INSTRUCTIONS

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

Respondents shall not distribute their applications 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 Supplier Portal. Responses received **will not** be available for review.

Proposals 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 proposals in the Supplier Portal. The successful Respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

Section 5. General Conditions and Requirements for RFP

5.1. AGREEMENT APPROVAL

Upon RFP award, the City and the successful awardee shall execute an 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 Respondent shall have no authority to begin work under the agreement. The Chief Financial Officer shall not authorize any payments to the successful Respondent prior to such approvals; nor shall the City incur any liability to reimburse the successful regarding any expenditure for the purchase of materials or the payment of services.

5.2. PAYMENT

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

5.3. INVOICES

The awardee 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!!!

Awardees 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) Awardee 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:

- Awardee 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
- Awardee Agreement number
- Purchase order number
- Total Invoice amount

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 Respondent shall not be assigned, sublet, or transferred, nor shall the successful 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.

5.5. MODIFICATION OF SERVICES AFTER AGREEMENT APPROVAL

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

In accordance with 2 C.F.R. § 200.321, Respondents 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 for specific contact information regarding these opportunities.

ACCESS TO RECORDS AND REPORTS

Respondents 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. All Records must be maintained for a duration no less than the later of (a) five (5) years after all Funds have been expended or returned to the City .

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 Agreement as the City or any Government-Grantor Agency deems necessary.

The awardee 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 awardee 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 awardee agreed upon performance or record-keeping practices, such deficiencies will be reported to the Awardee in writing. The awardee 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 Awardee within thirty (30) days of notification or may be set off by the City against any funds due and owing the awardee provided, however, that the Awardee 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 awardee 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 Awardee 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 Awardee'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 Awardee 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 Awardee 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 Awardee in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Awardee, 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, awardee 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, awardee, 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.

RFP Attachments List

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

Attachment A – Organizational Capacity

Attachment B – Proposal Approach

Attachment C – Pricing and Budget

Attachment D - Forms, Affidavits and Documents