CITY OF DETROIT OFFICE OF CONTRACTING AND PROCUREMENT REQUEST FOR QUOTE

RFQ NO. 185580

Third-Party Fiduciary Agent for Landlord Stipend Program

Buyer: Kelly Trammel

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	March 4, 2025
QUESTIONS DUE	March 10, 2025, on or before 3:00pm EST
	All questions must be submitted online in the Supplier Portal
PRE-BID CONFERENCE	March 5, 2025, at 1:00pm EST
Microsoft Teams Need help?	
Join the meeting now	
Meeting ID: 241 983 152 422	
Passcode: FD3S8BH6	
Dial in by phone	
<u>+1 469-998-6602,,5271159#</u> United States,	
Dallas	
Find a local number	
Phone conference ID: 527 115 9#	
For organizers: Meeting options Reset	
dial-in PIN	
QUOTES DUE DATE *	March 17, 2025 @ 3:00pm EST
	In the Supplier Portal as specified in this RFQ.

^{*} Respondents must <u>register</u> in Oracle to download bid documents and submit bids. The City cannot guarantee the accuracy of any bid documents obtained from outside of Oracle, and bids submitted outside of Oracle will not be accepted. Detailed resources about registering and bidding, including video tutorials and live, virtual office hours, are available at www.detroitmi.gov/suppliersupport.

Questions about the specifics of this RFQ must be asked within the <u>Oracle</u> Messages interface for the bid on or before the date and time indicated above. Questions asked via phone, email, and/or other means will not be answered.

Quotes must be uploaded in <u>Oracle</u> on or prior to the date and time indicated above. Late and/or emailed quotes will not be accepted.

1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) requests for quotes from qualified Respondents to render certain technical or professional services ("Services") as set forth in this RFQ to administer stipend payments to landlords participating in the Renovate, Repair & Paint (RRP) Training and Certificate of Compliance program (hereinafter referred to as "the Program").

2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

It is the responsibility of the Bidder to review General Conditions. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All changes made to the bid form altering, price, terms, quote and/or conditions. MUST be crossed out and initialed. Failure to initial any changes will be grounds for rejection of your bid. CORRECTION FLUID IS NOT ACCEPTABLE.

The stipend component of this program would provide a \$10,000 stipend to landlords upon verification of rental property compliance through the City of Detroit's Buildings Safety Engineering & Environmental Department (BSEED). To be eligible, landlords must have completed the RRP training and received a Certificate of Compliance from BSEED. The stipend is available for a maximum of three rental units per landlord (e.g., a duplex and a single-family home, or three single-family homes) up to \$30,000. Of the Landlords served through this program, the goal is to have 75% achieve compliance.

This scope of work outlines the responsibilities of a third-party fiduciary agent (hereinafter referred to as "the Agent") engaged to administer stipend payments to landlords participating in the Renovate, Repair & Paint (RRP) Training and Certificate of Compliance program (hereinafter referred to as "the Program").

3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFQ, it will be a City of Detroit <u>Professional Services</u> <u>Contract</u> (Attachment E). The term of the contract will be until June 30, 2026. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council and signed by the Chief Procurement Officer. The City anticipates one or multiple awards as a result of the RFQ.

4. STATEMENT OF WORK

The Agent will be responsible for the following:

• Stipend Processing and Disbursement:

- o Receiving and verifying landlord applications for stipend payments, ensuring completeness and accuracy of all required documentation.
- Verifying landlord eligibility for the Program, including confirmation of RRP training completion and valid Certificate of Compliance for each listed rental property.
- Processing stipend payments to eligible landlords in accordance with the Program guidelines and established payment schedule.
- o Maintaining accurate records of all stipend payments, including payment dates, amounts, and recipient information.
- Generating reports as required by the City of Detroit (hereinafter referred to as "the City") detailing stipend payments, program participation, and other relevant metrics.

• Document Management:

- Collecting and securely storing all required documentation from landlords, including:
 - Rental property addresses (up to three per landlord).
 - Copies of Certificates of Compliance for each rental property.
 - Copies of RRP training completion certificates for each landlord.
 - Any other documentation deemed necessary by the City.
- Maintaining a secure and organized filing system (electronic and/or physical) for all collected documents.
- Ensuring confidentiality of all landlord and property information.

• Communication and Reporting:

- Serving as the primary point of contact for landlords regarding stipend payments and related inquiries.
- Responding promptly and professionally to landlord inquiries via phone, email, or other communication channels.
- Providing regular updates to the City on program progress, including the number of participating landlords, stipend payments disbursed, and any challenges encountered.
- o Preparing and submitting reports to the City as required, including financial reports, program participation summaries, and other relevant data.

• Compliance and Auditing:

- Adhering to all applicable laws, regulations, and City policies related to financial management and data privacy.
- Cooperating fully with any audits or reviews conducted by the City or its designated representatives.
- Maintaining accurate and auditable records of all financial transactions and program activities.

3. Eligibility and Payment Terms:

- Landlords are eligible for a \$10,000 stipend per rental unit, up to a maximum of three units per landlord.
- Stipends will be paid only after verification of RRP training completion and receipt of a Certificate of Compliance for each listed rental property.
- The Agent will establish a clear payment schedule and communicate it to participating landlords.
- The Agent will utilize a payment method approved by the City, ensuring secure and timely disbursement of funds.

4. Data Security and Confidentiality:

- The Agent shall maintain the confidentiality of all landlord and property information and shall not disclose such information to any third party without prior written consent from the City and the landlord, except as required by law.
- The Agent shall implement appropriate data security measures to protect all collected data from unauthorized access, use, or disclosure.

5. Reporting Requirements:

The Agent shall provide the City with the following reports:

- **Monthly Progress Reports:** Summarizing program activity, including the number of applications received, stipends disbursed, and any challenges or issues encountered.
- **Financial Reports:** Detailing all financial transactions related to the Program, including stipend payments, administrative expenses (if applicable), and any other relevant financial data.
- **Other Reports:** Any other reports deemed necessary by the City.

6. Term and Termination:

• The term of this agreement shall be [Start Date] to [End Date].

• This agreement may be terminated by either party with [Number] days written notice.

7. Compensation:

• The Agent's compensation for services rendered under this agreement shall be [Specify compensation method, e.g., a fixed fee, a percentage of stipends disbursed, etc.].

8. Insurance:

• The Agent shall maintain appropriate insurance coverage, including professional liability insurance and any other insurance required by the City.

9. Governing Law:

This agreement shall be governed by and construed in accordance with the laws of the State of Michigan.

This Scope of Work serves as a general outline and may be subject to further revisions and additions as deemed necessary by the City.

5. OPERATIONAL INFORMATION

6. MINIMUM QUALIFICATIONS

Bids will only be accepted from those firms demonstrating:

- a. A minimum of five years of experience providing fiduciary services for projects of similar scope and size as listed in this solicitation. Bidders must provide proof of a minimum of experience with references listed under Attachment A.
- b. Experience working with large municipalities. Bidders must list a minimum of one municipality within references listed under Attachment A.
- c. Provide a capacity statement to

7. OPERATIONAL INFORMATION

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

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

8. QUESTION DEADLINE

All questions regarding the RFQ 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 RFQ 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 RFQ.

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.

Respondents requesting changes to the RFQs terms and conditions, specifications, quantities, etc.;

or if clarifications are needed, must make the request in writing by the stated bid submission deadline.

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

This RFQ does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a quotes under this request, or to procure or contract for services.

10. PROTESTS

Protests can be filed with the Office of Procurement. Interested parties aggrieved by a solicitation or the award of any resulting contract, may file written notice of protest to the following:

City of Detroit Chief Procurement Officer 2 Woodward Avenue, Suite 1008 Detroit, MI 48226 "Procurement Protest"

At a minimum, such protests shall include:

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

The decision of the Chief Procurement Officer and/or the Department Director are final and is not subject to appeal.

11. INVOICES

Vendors must be registered in City of Detroit Vendor 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!!!

Contractors 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) Vendors should submit their invoices via City of Detroit Vendor 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:

- Vendor 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
- Contract number
- Purchase order number
- Total Invoice amount

Other invoice requirements:

- Invoice <u>must</u> 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 30 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.

12. PREVIOUS EXPERIENCE

The City's experience with the bidder on previous contracts will be considered in determining the award.

13. 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.

Contractors 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.

14. GENERAL CONDITIONS:

It is the responsibility of the Bidder to review General Conditions located on the City of Detroit's website.

1. GENERAL CONDITIONS

It is the responsibility of the Bidder to review General Conditions. In your quotation a distinction between dollars and cents must be made. Also, illegible bids may be grounds for rejection of your bid. All changes made to the bid form altering, price, terms, quote and/or conditions. MUST be crossed out and initialed. Failure to initial any changes will be grounds for rejection of your bid. CORRECTION FLUID IS NOT ACCEPTABLE.

2. LOCAL PREFERENCE CONDITIONS

It is the responsibility of the Bidder to review the Local Preference Conditions attached to this bid and comply with all requirements therein.

3. MINOR DEVIATIONS

Specifications referred to herein are used to indicate desired type, and/or construction, and/or operation. Other products and/or services may be may be offered if deviations from specifications are minor and if all deviations are properly outlined and stated in the bid document. Failure to outline all deviations will be grounds for rejection of your bid.

The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes acceptable deviations from specifications.

4. AWARD

The ability to supply ALL items in one group, or majority thereof, will be taken into consideration. Award of contracts will be made on a low total basis for each group. Do not leave blanks in any group quoted. State "No Charge" where applicable. Blank spaces are no offer.

The City of Detroit reserves the right to delete any individual item(s) or groups of items. All awards are subject to Ordinance No. 15-00.

Multiple Awards may be made on a low bid basis, as determined by the City of Detroit based on contractor's ability and equipment as described in the specification. Blank spaces are considered to be no offer. The City of Detroit reserves the right to delete any item(s) from the award. The City of Detroit reserves the right to limit the amount of the award per contractor.

The City of Detroit reserves the right to make an award to the second low bidder, on a standby basis. This vendor will be used in the event the successful bidder cannot furnish the quantities and /or services needed in accordance with the delivery requirements of the City of Detroit.

All awards are subject to Ordinance No. 15-00.

5. TERMINATION OF CONTRACT

At any time during the contract the City may terminate the agreement for reason of poor or deficient work performance, inability of the Contractor to reason of poor or deficient work performance, inability of the Contractor to supply trained competent technicians, or lack of service as described in this agreement by giving a 10-calendar day notice in writing. EITHER party may terminate the agreement by giving a 30-calendar day written notice to terminate.

The City reserves the absolute right to terminate this contract in whole or in part, for the convenience of the City at its sole discretion on thirty (30) days written notice to the Vendor.

6. PRICE

Discount from price list is FIRM. Price list is subject to adjustment to superseding published price list(s) and/or supplement(s). The City of Detroit must be notified in advance before any price increase becomes effective.

If, during the period of this contract, the parties cannot mutually agree on the extent of any change in the market price, the City of Detroit reserves the right to terminate the contract without prejudice.

7. LITERATURE

Descriptive literature showing the unit's dimensions and features must be included. If the size, capacity, or features of the unit, or any of its components are not clearly defined in the printed literature submitted with the Bid, the Bidder shall furnish supportive data in sufficient detail so that the unit may be checked for conformity to the specifications.

If any of the features or dimensions of the unit the Bidder proposes to furnish do not meet the specified requirements, the Bidder shall indicate such deviations n the space provided on the Bid Form. Failure to provide this information may result in rejection of your bid.

8. OPTIONAL ITEMS

The following items are to be offered as optional items, not to be included in the total bid price. The City of Detroit shall have the option of adding desired quantities of these items to the purchase order. The bidder shall list the model number and price for each listed item. In the event a single device is capable of

satisfying two (2) or more features required, the bidder shall so state, giving details.

9. TERMS OF PAYMENT

The City of Detroit reserves the unqualified right to reject any bid, which includes a provision for a service charge levied by a vendor when payment by the City is not made within a specified time period.

This paragraph supersedes paragraph 4 of the General Conditions.

10. BIDDERS QUALIFICATIONS

Bidder must be regularly engaged in manufacturing printed material which is the same or similar to material outlined in the bid document and/or specifications contained herein. Bidder shall have adequate financial resources, organization, and equipment to satisfactorily perform the work to completion within the specified time. Satisfactory evidence of the bidders ability to perform including experience and/or resources must be furnished to the City of Detroit upon request.

11. INSURANCE REQUIREMENTS

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

12. CONTRACT ACCEPTANCE

The successful bidder shall be notified of the execution of a contract by the City of Detroit upon issuance of a "Contract Award Notice" or a Purchase Order. The "Contract Award Notice" shall contain the date the contract award was approved.

The signed, accepted bid of the successful bidder will be the contract between the bidder and the City of Detroit, containing the full description of all contractual terms and conditions. A copy of your signed bid will not be mailed to you. Each bidder shall keep a copy of his/her signed bid form for future reference.

13. BID WITHDRAWAL

No bid shall be withdrawn for 90 days from submission deadline. Bidders may reduce this period if stated on bid, but such bids may be rejected on the basis of the reduced time period.

This paragraph supersedes paragraph 14 of the General Conditions.

14. EXECUTIVE ORDER #2016-2:

Per Executive Order No. 2016-2, worker hours on any construction project funded in whole or in part by City, State, or Federal funds shall be performed by not less than 50% bona fide Detroit residents, not less than 25% minorities and at least 5% women. Where possible, these percentages shall be applied on a craft by craft basis. For purposes of Executive Order No. 2016-2, worker hours shall include work performed by persons filling apprenticeship and on-the-job training positions.

The contractor shall include Executive Order No. 2016-2 by reference in all subcontracts at all levels.

For each project and portion thereof, documentation of compliance shall include: (1) a list of all proposed employees indicating address, telephone number, social security number, trade, sex and race or minority status, and projected worker hours for each; and (2) projected total worker hours. Documentation shall be submitted prior to contract award. After contract award, proposed changes in the workforce shall be submitted for approval.

Where, for reasons due to the nature of the contractor or trade, or for other reasons acceptable to the City, a list of intended employees is not submitted, a detailed plan will be submitted by the contractor which sets forth the entire proposed composition of the workforce, the manner in which such workforce is to be obtained, and any other details required by the City to assure sufficient specificity, intent to comply and ultimate compliance with Executive Order No. 2016-2.

Failure to comply with the provisions of Executive Order No. 2016-2 shall constitute a material breach of the contract, and the City may exercise those rights provided to it under the contract and by law. Sanctions may include, but are not limited to, termination of all or part of the contract, withholding of payment, and/or liquidated damages. Additionally, performance by the contractor in regard to Executive Order No. 2016-2 may be considered in determining the contractor's award ability for future City contracts.

Any person who knowingly submits false information, makes misrepresentations, or commits fraud or any other willful violation under Executive Order No. 2016-2 shall be subject to the maximum civil liabilities and criminal penalties allowable under the law.

15. EXECUTIVE ORDER #2016-2 COMPLIANCE (Contracts over \$3M General funded)

Executive Order No. 2016-2 requirements are explained in paragraph 4 of the Special Conditions Section. A Construction-Demolition Work Site Roster and Employee Affidavit must be completed by the successful bidder upon request.

16. EQUALIZATION FACTOR

In accordance with Ordinance No. 15-00, any Detroit based firm shall be deemed a better bid than the bid of any competing firm which is not Detroit-based, whenever the bid of such competing firm shall be equal to or higher than the bid of the Detroit-based firm after the appropriate equalization percentage credit from the Equalization Allowance Table has been applied to the bid of the Detroit-based firm.

The firm making the lowest bid thus evaluated shall be deemed the lowest bidder.

Vendors who wish to receive Equalization credit for bids submitted must fill out the attached Equalization Eligibility Form and return it with their bid document along with any supporting documentation required to substantiate eligibility. The Equalization Eligibility Form and supporting documentation must be submitted with each and every bid response submitted by the vendor. Failure to return the Equalization Eligibility Form and/or Affidavit along with required documentation will result in equalization credit not being applied to your bid.

17. EXPERIENCE AND REFERENCES

Past performance and experience may be factors in making the award. Complete Attachment A

A Bidder responding to this solicitation must submit with the bid response, a copy of the Detroit Based Business Certification issued by the City of Detroit, Human Rights Department.

18. ALTERNATE BID

Additional bids submitted on brands other than the brands referenced in the specification shall clearly be labeled (ALTERNATE). Alternate bids submitted will be at no cost to the city of Detroit. The decision of the City of Detroit, acting through the Chief Procurement Officer, shall be final as to what constitutes an acceptable alternate from specifications.