

# CITY OF DETROIT OFFICE OF CONTRACTING AND PROCUREMENT REQUEST FOR QUOTE (RFQ)

# **RFQ NO.: 185761**

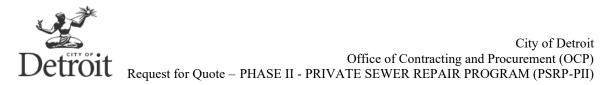
# PHASE – II PRIVATE SEWER REPAIR PROGRAM (PSRP-PII)

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	Wednesday May 29, 2025
PRE-BID CONFERENCE	Location: Microsoft Teams Meeting
	Friday June 06, 2025 @ 3:00 PM EST
	Microsoft Teams <u>Need help?</u> <u>Join the meeting now</u> Meeting ID: 227 363 598 800 3 Passcode: ck75aR7b
	Dial in by phone <u>+1 469-998-6602,,928962861#</u> United States, Dallas <u>Find a local number</u> Phone conference ID: 928 962 861#
QUESTIONS DUE	Monday June 09, 2025 on or before 3:00 pm EST
	All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this RFQ.
ANSWERS DISTRIBUTED	Tuesday July 10, 2025 on or before 3:00 pm EST
QUOTE DUE DATE *	<b>Tuesday July 08, 2025 at 3:00 pm EST</b> In the Supplier Portal as specified in Section 4.5 of this RFQ.

Buyer: Ashante Booker

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

Respondents must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database <u>www.detroitmi.gov/supplier</u>. 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 <u>procurementinthecloud@detroitmi.gov</u> or call (313) 224-4600.

# **TABLE OF CONTENTS**

Section	1. Project Summary and Background	3
1.1.	PROJECT REQUEST	
1.2.	BACKGROUND/DESCRIPTION OF ENVIRONMENT	3
1.3.	AWARD CLAUSE INCLUDING RENEWAL OPTIONS	3
Section	2. Statement of Work	
2.1.	SERVICES TO BE PERFORMED	
2.2.	OPERATIONAL INFORMATION	
2.3.	TECHNICAL INFORMATION	5
Section	3. Quote Evaluation and Selection Process	
3.1.	MINIMUM QUALIFICATIONS	6
3.2.	ADHERENCE TO TERMS OF QUOTE	6
3.3.	QUESTION DEADLINE	
3.4.	EVALUATION CRITERIA	
3.5.	EVALUATION PROCEDURE	
3.6.	ORAL PRESENTATION/DEMONSTRATION	
3.7.	REJECTIONS, MODIFICATIONS, CANCELLATIONS	7
3.8.	PROTESTS	
Section	4. Required Quote Content and Submission Process	
4.1.	ACCURACY AND COMPLETENESS OF INFORMATION	
4.2.	REQUIRED QUOTE CONTENT AND FORMAT	
4.3.	REQUIRED COST QUOTE	
4.4.	ECONOMY OF PREPARATION	
4.5.	SUBMITTAL INSTRUCTIONS 1	
Sectin 5	. General Conditions and Requirements for RFQ1	
5.1.	CONTRACT APPROVAL	
5.2.	PAYMENT1	
5.3.	INVOICES	
5.4.	ASSIGNMENT 1	
5.5.	MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL	
5.6.	NEWS RELEASE 1	
5.7.	MISCELLANEOUS	
5.8.	OFFICE OF INSPECTOR GENERAL	
<b>RFQ</b> At	tachments List 1	15



# Section 1. Project Summary and Background

# 1.1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the City of Detroit, Housing and Revitalization Department (HRD) in partnership with the Detroit Water and Sewerage Department (DWSD) requests quotes from additional qualified Plumbers to render complex system of underground pipes, sewers and catch basins services ("Services") as set forth in this RFQ.

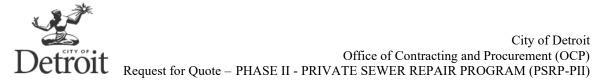
# 1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The U.S. Department of Housing and Urban Development (HUD) has allocated the City of Detroit, through its Housing and Revitalization Department (HRD) \$95,228,000 in Community Development Block Grant – Disaster Recovery (CDBG-DR) funding to support long-term recovery efforts following storm events from the 2021 Presidential Major Disaster Declaration (federal disaster declaration FEMA #4607 - Michigan Severe Storms, Flooding and Tornadoes) with no matching requirements. These funds were allocated through the publication of the Federal Register, Vol. 87, No. 100, May 24, 2022, and 6368-N-01 January 18, 2023. The allocation was made available through the Disaster Relief Supplemental Appropriations Act Public Law 117-43 and 117-180. The CDBG-DR program funds necessary expenses related to disaster relief, long-term recovery, and restoration of infrastructure, housing, and economic revitalization, and mitigation.

The City has developed an Action Plan that provides a framework for the expenditure of funds. The City of Detroit is expanding its basement flooding protection program to improve underground private lateral sewer lines through the CDBG-DR Private Sewer Repair Program (PSRP). The improvements alone cannot completely protect a home from basement flooding. With increasingly frequent and severe weather events related to climate change, it is essential that the City of Detroit seek the appropriate action to reduce the risk of basement flooding.

The City of Detroit is seeking quotes from qualified contractors for a 3-year contract to improve the sewer infrastructure for up to 1,500 single-family homes in 22 eligible neighborhoods across 3 City of Detroit Districts (listed below). "Single-family" is defined as a home with 1-4 units.

- **District 1:** Grandmont #1, Crary/St. Marys, Cadillac Community, Evergreen-Outer Drive, Hubbel-Lyndon
- **District 2:** Greenfield, Martin Park, Pilgrim Village, Dexter-Fenkell, Bethune Community
- District 3: Regent Park, Conant Gardens, Krainz Woods, Pulaski, Airport Sub, Hawthorne Park, Von Steuben, Grant, Mount Olivet, Cadillac Heights, Pershing, Franklin, Conner Creek, Sherwood
- District 4: Cornerstone Village, Morningside, Chandler Park, Fox Creek, Riverbend, West End, LaSalle College Park, East English Village, Yorkshire Woods, Denby, Mapleridge, East Canfield, Eden Gardens, Wade, Ravendale, Gratiot-Findlay, Outer Drive-Hayes, Moross Morang, Chandler Park-Chalmers, Fox Creek
- **District 5:** Arden Park, Islandview, Petosky-Otsego, Boston Edison, McDougall-Hunt, Pingree Park, East Village, NW Goldberg, Forest Park, Eastern Market,



Gratiot Town/Kettering, Poletown East, Jamison, LaSalle Gardens, Wildemere Park, Medbury Park, Milwaukee Junction, Historic Atkinson, North End, Dexter-Linwood, Gratiot Woods, Gratiot Grand, Greektown

- **District 6:** Midwest, Chadsey-Condon, Claytown, North Corktown, Michigan-Martin, Corktown, Core City
- District 7: Aviation Sub, Garden View, Plymouth-I96, Plymouth-Hubbell, Paveway, We Care Community, Fiskhorn, Joy Schaefer, Warrendale, Warren Ave Community, Barton-McFarland, Franklin Park, Oakman Blvd Community, Nardin Park, Russell Woods, Joy Community, Southfield Plymouth, Pride Area Community, Happy Homes, Northwest Community, Littlefield Community, Grand River-I96, Davison-Schoolcraft, Chalfonte

# 1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFQ, it will be a City of Detroit Attachment D - Professional Services Contract. The term of the contract will be for three (3) years. 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.

# Section 2. Statement of Work

# 2.1. <u>SERVICES TO BE PERFORMED</u>

The Office of Contracting and Procurement is seeking contractors, licensed plumbers, or master plumbers to provide installed/constructed cost for implementation of one or more of the work items described below to reduce basement backup and flooding. Review Attachment Exhibit E - Cross Cutting Federal Regulations that explains the tasks that are required below and the instructions on pricing by unit. **Phase II - Private Sewer Repair Program (PSRP-PII) are separated into three (3) job tasks:** 

### 1. Outside Sewer Lateral Work Only

- Clean and inspect of private lateral sewer from home to the point of connection with the public sewer (not the alley right of way line)
- Repair or replace private lateral sewer and install cleanout
- Install backflow water valve on private lateral sewer
- Restore disturbed surfaces with finished concrete, paint ready drywall, or seed/soil as applicable.

### 2. Inside Work Only

- Install backflow water valve and sump pump with sump pump overflow
- Disconnect downspout and install extension, where possible to a proper place of disposal. Extension shall be at least 3 feet from the building foundation.
- Install sump pump overflow to discharge outside to surface (applies to existing sump pumps only) where there is a backflow water valve existing on the sanitary line.
- Restore disturbed surfaces with finished concrete, paint ready drywall, or seed/soil as applicable.



# 3. Inside Work and Outside Lateral Work

- Clean and inspect of private lateral sewer from home to the point of connection with the public sewer (not the alley right of way line)
- Repair or replace private lateral sewer and install cleanout
- Install backflow water valve on private lateral sewer
- Install backflow water valve and sump pump with sump pump overflow
- Disconnect downspout and install extension, where possible to a proper place of disposal. Extension shall be at least 3 feet from the building foundation.
- Install sump pump overflow to discharge outside to surface (applies to existing sump pumps only) where there is a backflow water valve existing on the sanitary line.
- Restore disturbed surfaces with finished concrete, paint ready drywall, or seed/soil as applicable.

All contractors shall be registered with the City of Detroit Buildings Safety Engineering and Environmental Department. With the proper documentation this is done in the office, at the Coleman A. Young Municipal Center, 2 Woodward Ave. Room 408. An appointment is required and can be made at <u>https://detroitmi.gov/departments/buildings-safety-engineering-and-environmental-department</u>

# The Following documentation will be required for registration and must be submitted with your bid:

- Driver License, (if the Master is a different person than the contractor, both Driver's Licenses are required)
- Master Plumbers License issued by the State of Michigan
- Plumbing Contractors License issued by the State of Michigan

# 2.2. 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.

### 2.3. <u>TECHNICAL INFORMATION</u>

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 Contractors, 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.

Specifications, Change of Specification, and Errors or Omission. Specifications which refer to brand names are given for reference. Respondents may quote on equivalent articles, provided that brand name and catalog number(s) and any deviations are noted on the bid form and complete descriptive literature is furnished. Exceptions will state "Do Not Substitute." The decision of the City shall be final.

# Section 3. Ouote Evaluation and Selection Process

### 3.1. MINIMUM QUALIFICATIONS

Quotes will only be accepted from a contractor/licensed plumber or master plumber. If a backwater valve is installed by a contractor, a licensed master plumber must certify its installation.

# **3.2.** ADHERENCE TO TERMS OF QUOTE

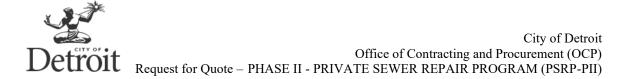
A Quote once accepted by the City of Detroit, may become a binding contractual obligation of the Respondent. The failure of a successful Respondent to accept this obligation and to adhere to the terms of the Respondent's quote may result in rejection of the quote and the cancellation of any provisional award to the respondent. Respondents 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 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 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.

### 3.4. EVALUATION CRITERIA

Technical Quotes will be evaluated before Cost Quotes are reviewed.

Quote Evaluation Criteria	Possible Points
1. Pricing	100
Total Points Possible	100

# 3.5. EVALUATION PROCEDURE

Following the receipt of quotes, a City designated Evaluation Committee will evaluate each response. All QUOTES, which meet the required format of this RFQ, will be evaluated. Any quotes determined to be non-responsive to the specifications or other requirements of the RFQ, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable.

The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete.

The City may also at its sole discretion, elect to rank order the qualified quotes, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

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

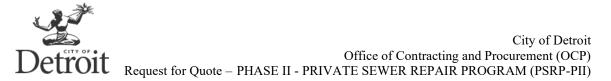
### 3.6. ORAL PRESENTATION/DEMONSTRATION

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

### 3.7. <u>REJECTIONS, MODIFICATIONS, CANCELLATIONS</u>

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 quote under this request, or to procure or contract for services.

### 3.8. 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.

### Section 4. Required Ouote 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 RFQ shall be organized and presented in the prospective respondent's quote. The instructions contained in this RFQ 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 quote may be incorporated into any ensuing contract, all prospective respondents are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding agreement.

### 4.2. <u>REQUIRED QUOTE CONTENT AND FORMAT</u>

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

# Required Response Item 1. Letter of Transmittal The prospective respondent's quote shall include a letter of transmittal signed by an individual or individual or whorized to hind the prospective respondent contractually as

individual or individuals authorized to bind the prospective respondent contractually as listed on the "Certificate of Authority". The letter must state that the quote will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until



Required Response Item				
	the prospective respondent withdraws it, or a contract is executed, or the procurement is			
	terminated by the City of Detroit, whichever occurs first.			
2.	Attachment A – Respondent Questionnaire			
	Respondent shall provide information related to Organization Background and Experience,			
	per the requirements provided in Attachment A.			
3.	Attachment C – Fee Schedule			
	Respondent shall provide itemized pricing using the Fee Schedule workbook provided.			
	Please do not manipulate formulas. Please do not otherwise "tamper" with the workbook			
	or sheets.			
	Fee Schedule workbook is comprised of 2 Sheets:			
	1. <b>PSRP Pay Items</b> : Enter firm fixed unit pricing by task in the fields provided (green column). The amount at line 65 automatically calculates an estimated cost based on a representative sample of two-hundred (200) homes; a sample scope; and the Respondents unit cost. This is the amount to be submitted in your RFQ response under the "Lines" section on the Supplier Portal. Specifically, "Line Item 1: Master Plumber Services".			
	2. <b>RFQ No.185761 -Eval Vignette:</b> This sheet has a sample scope in a typical invoicing scenario that relies upon the unit pricing provided by the Respondent to generate an estimated cost to repair two-hundred (200) private sewers.			
4.	Exhibit E & G – Certifications, Forms, Affidavits, and Documents			
	Respondent shall provide their completed Certifications, Forms, Affidavits, Tax Clearance			
	(or proof of submission), and supporting documents.			
6.	Attachment D – Professional Services Contract			
	Respondent shall provide the Professional Services Contract noting any exceptions to			
	standard terms and conditions.			
7.	Attachment E, F, & G – Bonds			
	Bid Bond = 5% of "Line Item 1: Master Plumber Services" with response submission.			
	Payment Bond = 100% Contract Value upon award			
	Performance Bond= 100% Contract Value upon award			

# 4.3. <u>REQUIRED COST QUOTE</u>

Respondents are requested to make a firm cost quote to the City of Detroit, through the completion of **Attachment C**. The City reserves the right to add to or subtract from the items listed on the attached bid tab/pricing sheet for evaluation purposes. If a contract is entered into as a result of this RFQ, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the quote. The City of Detroit reserves the right to select quotes from the most responsible Respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function.

### 4.4. <u>ECONOMY OF PREPARATION</u>

Quotes should be prepared simply and economically providing a straightforward, concise description of the Respondent's ability to meet the requirements of the RFQ. Emphasis should be on the completeness and clarity of content.



# 4.5. <u>SUBMITTAL INSTRUCTIONS</u>

All quotes <u>must</u> be submitted through the Supplier Portal. Each Respondent is responsible for ensuring that its quote is received by the City on a timely basis. Faxed or mailed quotes will not be accepted.

Firms shall not distribute their quotes to any other City office or City employee. Quotes received become the property of the City. The City is not responsible for any costs associated with preparation or submission of quotes. All quotes submitted by the due date will be recorded in the Supplier Portal. Responses received <u>will not</u> be available for review. Quotes 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 quotes 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 RFO

# 5.1. CONTRACT APPROVAL

Upon contract award, the City and the successful Respondent shall execute a professional services contract, which shall contain all contractual terms and conditions in a form provided by the City. No contract shall become effective until the contract has been approved by the required City Departments and Detroit City Council and signed by the City of Detroit Chief Procurement Officer. Prior to the completion of this approval process, the successful Respondent shall have no authority to begin work under the contract. 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 Respondent regarding any expenditure for the purchase of materials or the payment of services.

### 5.2. <u>PAYMENT</u>

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

### 5.3. <u>INVOICES</u>

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 <u>http://www.detroitmi.gov/Supplier</u> 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 a purchase order 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 <u>MUST</u> 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.

### 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 CONTRACT APPROVAL

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

### 5.6. <u>NEWS RELEASE</u>

News releases pertaining to these quote 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, 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 <u>www.detroitatwork.com</u> for specific contact information regarding these opportunities.

# CHANGES TO FEDERAL REQUIREMENTS

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

# ACCESS TO RECORDS AND REPORTS (All contracts)

Contractor shall maintain full and complete Records reflecting all operations related to this Contract. 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 CDBG 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 Contract shall have the right at any time without notice to examine and audit all Records and other supporting data of the Contractor as the City or any Government-Grantor Agency deems necessary.

The Contractor 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 Contractor 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 Contractor's agreed upon performance or record-keeping practices, such deficiencies will be reported to the Contractor in writing. The Contractor 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 Contractor within thirty (30) days of notification or may be set off by the City against any funds due and owing the Contractor, provided, however, that the Contractor 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 Contract through the date of such audit, the Contractor shall pay the City's audit costs.

Nothing contained in this Contract 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 Contractor which are pertinent to the CDBG Funds, in order to make audits, examinations, excerpts, and transcripts. The foregoing right also includes timely and reasonable access to the Contractor'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 Contractor 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 Contractor 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 Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 5.8.2. This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 5.8.3. A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.



- 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, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 5.8.5. In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 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.

<u>For purposes of this Article</u>: "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.

# **RFQ Attachments List**

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

- Attachment A Respondent Questionnaire Attachment C – Fee Schedule Attachment D - Professional Services Contract Attachment E - Payment Bond
- Attachment F Performance Bond
- Attachment G Bid Bond

# **EXHIBIT E: CROSS CUTING FEDERAL REGULATIONS**

# EXHIBIT F: ADDITIONAL OBLIGATIONS & REQUIREMENTS FOR CONSTRUCTION, MAINTENANCE OR REPAIR CONTRACTS AND SUBCONTRACTS

# **EXHIBIT G: FORMS AFFIDAVITS AND DOCUMENTATION**

# **EXHIBIT H: PRICE AND PAYMENT PROCEDURES**

# **EXHIBIT I: CDBG-DR GRANT AGREEMENT**

#### \*\*\*UNSIGNED BIDS CANNOT BE CONSIDERED\*\*\*

IN THE FURTHER DESCRIPTION OF THIS QUOTE, WE SUBMIT INFORMATION IDENTIFIED AS FOLLOWS: BIDDING UNDER THE NAME OF:

LING ADDRESS:	
	(ZIP CODE)
IENT MAILING ADDRESS:	
IFFERENT FROM ABOVE)	
,	(ZIP CODE)
NESS ADDRESS:	
CK ONE):	(ZIP CODE)
RAL EMPLOYER ID #:	
K ONE:	
ORPORATION, Incorporated Under The Laws Of	The State Of
Other Than Michigan Corporation, Licensed To I	Do Business In Michigan? YES N

( ) ASSUMED NAME (Register No.)

( ) INDIVIDUAL

IF NOT SIGNED BY OFFICER OF FIRM, THE PERSON SIGNING MUST HAVE AUTHORITY TO COMMIT THE FIRM TO THIS BID.

\_

E-MAIL:	AUTHORIZED SIGNATURE:
DATE	SIGNED:
TELEPHONE NO.	PRINTED
FAX NO	TITLE/POSITION ALTERNATE COMPANY CONTACT
CELL PHONE NUMBER:	