



**CITY OF DETROIT
OFFICE OF CONTRACTING AND PROCUREMENT
NOTICE OF FUNDING AVAILABILITY (NOFA)
NOFA NO. 184890
ARPA-EXPANSION OF SHOTSTOPPER COMMUNITY VIOLENCE
INTERVENTION PROGRAM**

EVENT / ACTIVITY	DUE DATE / TIME
ADVERTISEMENT DATE	July 01, 2024
PRE-APPLICATION CONFERENCE	Monday, July 8, 2024 @ 2PM EST Location: TEAMS Meeting
Join TEAMS Meeting Join the meeting now Meeting ID: 235 138 728 132 Passcode: wPbzXT Dial in by phone +1 469-998-6602 , 272288379# United States, Dallas Find a local number Phone conference ID: 272 288 379#	
QUESTIONS DUE	Monday, July 15, 2024 @ 4PM EST All questions must be submitted online in the Supplier Portal as indicated in Section 3.3 of this NOFA.
ANSWERS DISTRIBUTED	Thursday, July 18, 2024 (On or Before)
APPLICATIONS DUE DATE *	Wednesday, July 31, 2024 @ 4PM EST In the Supplier Portal as specified in Section 4.5 of this NOFA.

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

Applicants must enroll in the Supplier Portal to download the bid documents and to ensure inclusion in our database www.detroitmi.gov/supplier. 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.



TABLE OF CONTENTS

Section 1. Project Summary and Background.....	3
1.1. PROJECT REQUEST	3
1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT.....	4
1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS	5
Section 2. Statement of Work	5
2.1. SERVICES TO BE PERFORMED	5
2.2. OPERATIONAL INFORMATION	17
2.3. TECHNICAL INFORMATION	17
Section 3. Application Evaluation and Selection Process	18
3.1. MINIMUM QUALIFICATIONS.....	18
3.2. ADHERENCE TO TERMS OF APPLICATIONS	19
3.3. QUESTION DEADLINE.....	19
3.4. EVALUATION CRITERIA.....	19
4.1. EVALUATION PROCEDURE	20
4.2. ORAL PRESENTATION/DEMONSTRATION	22
4.3. REJECTIONS, MODIFICATIONS, CANCELLATIONS	22
4.4. PROTESTS	22
Section 5. Required Application Content and Submission Process	23
5.1. Accuracy and Completeness of Information	23
5.2. REQUIRED APPLICATION CONTENT AND FORMAT	23
5.3. ECONOMY OF PREPARATION	24
5.4. SUBMITTAL INSTRUCTIONS	24
Section 6. General Conditions and Requirements for NOFA.....	24
6.1. SUBRECIPIENT APPROVAL.....	24
6.2. PAYMENT.....	24
6.3. INVOICES	25
6.4. ASSIGNMENT	26
6.5. MODIFICATION OF SERVICES AFTER AGREEMENT APPROVAL.....	26
6.6. NEWS RELEASE	26
6.7. MISCELLANEOUS.....	26
6.8. OFFICE OF INSPECTOR GENERAL.....	28
NOFA Attachments List.....	30

Section 1. Project Summary and Background

1.1. PROJECT REQUEST

The City of Detroit Office of Contracting and Procurement (OCP) on behalf of the Deputy Mayor’s Office, through the Detroit Health Department, is releasing this Notice of Funding Availability for interested qualified non-profit and community-based organizations to reduce violent crime in Detroit through Community Violence Intervention (CVI) tactics as further outlined in the scope of work.

INTRODUCTION

Community-based organizations will propose a 3 – 5 square mile geographic area that they will serve –called a “CVI Zone” – and the CVI tactics that they will use to reduce violence within the Zone. Community-based organizations are expected to have a deep understanding of the factors that drive violence in their proposed CVI Zone as well as the community ties, resident relationships, and credibility to address these factors.

Community-based organizations will be responsible for reducing homicides and non-fatal shootings in their CVI Zone. The City will award funds for this program as a conditional grant: each grantee will be awarded a base budget, and grantees that meet certain performance criteria will be awarded additional funds as a performance grant. The total performance grant that a grantee can earn over the course of the fiscal year will be equal to the grantee’s base budget. Performance will be measured quarterly, with one-quarter of the total performance grant available to be awarded each quarter.

Performance will be measured based on a CVI Score for each quarter, which will equal (the number of homicides in the CVI Zone multiplied by two) plus (the number of non-fatal shootings in the CVI Zone). To receive a performance grant, a grantee must *both* 1) reduce the CVI Score to below the prior year’s level *and* 2) achieve a percentage decline in the CVI Score that is at least 10 percentage points greater than the trend in the citywide CVI Score, when comparing the current quarter to the same quarter during the prior year. Grantees achieving a decline at least 10 percentage points greater than the citywide trend will receive a level one performance grant, while grantees achieving a decline at least 20 percentage points greater will receive a level two performance grant, which will be roughly twice as large as level one. Community-based organizations must re-invest funds received through performance grants into sustaining or expanding their CVI programs.

The City anticipates providing one to two (1 – 2) grants under this Notice of Funding Availability. The City anticipates that grantees will generally be awarded a base budget of roughly \$700,000 per fiscal year (with another \$700,000 in total performance grants available per fiscal year). Grant amounts may vary based on the size of the CVI Zone proposed by each grantee, and the City reserves the right to award grants in different amounts than those anticipated, based on Applications received.

This program is funded by federal American Rescue Plan Act (ARPA) monies, and the City expects grantees to adhere to the highest standards for grants management, financial

management, and compliance with grant conditions. Applicants will be expected to demonstrate significant organizational capacity and experience with managing grant funds, particularly federal funds. The City encourages community-based organizations that do not have this capacity and experience to seek out a fiduciary and/or one or more partner organizations with this skillset. Applicants may apply in partnerships or consortia with other community-based organizations, non-profits, fiduciaries, and/or other organizations. Competitive applications will demonstrate significant capacity both to provide CVI services in Detroit communities and to manage federal grant funding to the highest standards. A list of organizations that may be willing & interested in serving as fiduciaries for this program is available online at <https://detroitmi.gov/sites/detroitmi.localhost/files/2023-03/Possible%20Fiduciaries.pdf>

The initial grant term will begin in late fall 2024 and continue for a period of two years, until November 2026. After the program’s first fiscal year (i.e., November 1, 2025), the City will assess the results of each grantee and will retain the option to adjust grants based on progress and results during this time. The City and a grantee may mutually agree to expand the grant, and associated CVI Zone, for grantees that achieve promising results. The City may also terminate grants to organizations whose programs show poor progress, particularly due to inadequacies in program design or administration.

1.2. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The City of Detroit has received funds from the United States Department of the Treasury (the “Treasury”) pursuant to the Coronavirus State and Local Fiscal Recovery Funds under CFDA 21.027 (“ARPA Funds”), under Section 603 of Title VI the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act of 2021 (“ARPA”) (Subtitle M of Title IX of Public Law 117-2); and the City has allocated ARPA Funds to provide funding for appropriate and qualifying expenditures as allowed under the Treasury Final Rule “Coronavirus State and Local Fiscal Recovery Funds” (87 Fed. Reg. 4446).

For many years, Detroit residents have faced unacceptably high levels of violent crime. While violent crime fell significantly in 2023, the level remains far too high: last year, 252 homicides and 804 non-fatal shootings occurred within the City. Detroit families deserve to feel safe in their communities, and to reduce violence, the City is investing ARPA Funds both 1) to prevent violent crime and 2) to solve violent crimes and arrest the people who commit them.

This Notice of Funding Availability announces funding available for community-based organizations to conduct “community violence intervention,” which means working in a community and with its residents to prevent violent crime before it occurs. These programs can use a broad range of tactics or practices, but common approaches include engaging with individuals and groups most likely to commit violent crimes, mediating conflicts before they turn violent, stopping cycles of violence and retaliation, and addressing economic and neighborhood conditions that contribute to crime. Research has shown that community violence intervention effectively reduces crime.

The funding available through this Notice of Funding Availability will expand the City’s support for community violence intervention in Detroit, building on the promising results from community-based organizations that began operating as ShotStoppers during the program’s first year in 2023 – 2024.

1.3. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a grant is awarded because of this NOFA, it will be a City of Detroit Subrecipient Agreement. The City anticipates 1 to 2 awards as a result of the NOFA.

The term of the agreement will be for one year, with options for two additional one-year extensions.

The City expects grants awarded under this NOFA to operate for two years. However, the City will assess the performance of each grantee after the program’s first fiscal year (i.e., November 1, 2025) and will retain the option to adjust grants based on progress and results during this time. Specifically, the City and a grantee may mutually agree to extend the contract, and associated CVI Zone, for grantees that achieve promising results. The City may also terminate grants to organizations whose programs show poor progress, especially caused by inadequacies in program design or administration.

After the initial term of agreement, the City may extend the contract of a grantee if such achieves promising results; this could entail new grants to existing grantees, subject to mutual agreement on terms, or a new Notice of Funding Availability for applications.

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

At any time during the initial term of agreement or any subsequent extension, if the City has a reasonable suspicion that a grantee has attempted to displace violent crime from its CVI Zone to another geographic area, rather than preventing violent crime from occurring, the City in its sole discretion may terminate the grant of that organization. Displacing violent crime to another geographic area includes any inducement, collusion, agreement, or monetary or non-monetary benefit exchanged between the grantee, its agents or representatives, and individuals or groups involved in criminal activity.

Section 2. Statement of Work

2.1. SERVICES TO BE PERFORMED

Grantees will conduct community violence intervention (CVI) that aims to prevent violent crimes before they occur through community engagement, outreach, work with at-risk individuals, and similar tactics. Grantees will be responsible for reducing homicides and non-fatal shootings in a specific geographic area, and the City will award performance grants to grantees that successfully do so, allowing them to sustain or expand their programs.

Geographic Areas Reached and Services Provided

Each grantee will propose a specific geographic area – called a “CVI Zone” – that they will serve as well as the CVI tactics that they will use in the CVI Zone:

- CVI Zones. As part of its response to this NOFA, each applicant has substantial flexibility to propose the specific geographic area (roughly 3 to 5 square miles) that they would like to serve, called a “CVI Zone.” Applicants may determine the location, boundaries, and size of their proposed CVI Zone – with the exception that Applicants cannot include areas already served by the City’s ShotStoppers CVI program in their proposed CVI Zones. See Attachment E for a map of these areas.

To help inform applicants and allow them to develop Applications that have the greatest impact in terms of reducing violent crime, this Notice of Funding Availability includes data on the locations of homicides and non-fatal shootings in Detroit over the last several years. The data provided also show “hotspots,” or small geographic areas where a disproportionate number of homicides and non-fatal shootings occur. See Attachments E and F.

Finally, because CVI typically requires extensive engagement with the community and uses community-driven approaches, community-based organizations are expected to have a deep understanding of the factors that drive violence in their proposed “CVI Zone” and the community ties, resident relationships, and credibility to successfully reduce violent crime in that CVI Zone.

- CVI Tactics. Each applicant will also propose the specific CVI services they would like to provide and that they believe will most effectively reduce violence in their proposed CVI Zone, given their knowledge of the causes of violence in that area.

CVI can include a broad range of strategies, tactics, and practices. Some examples include:

- *Outreach to build relationships with at-risk individuals* and help them choose another path, including engagement with individuals involved in gangs or groups to reduce the associated violence or assistance to prevent individuals from joining a gang or help them to exit a gang.
- *Violence interruption to stop cycles of violence and retaliation*, including mediating disputes, promoting non-violent conflict resolution, immediate response after a violent incident, relocating at-risk individuals or families, or outreach to individuals in prison or jail who continue to direct or contribute to violence in their home communities.

- *Connecting at-risk individuals with wraparound services* to reduce their risk of violence, including financial assistance or public benefits; job training or placement; education; housing services, including temporary or emergency relocation; transportation assistance; treatment for mental health needs or substance use disorders; family restoration or reunification services; assistance with re-entry after incarceration; and/or other services as needed.
- *Addressing community conditions that contribute to violence*, including through community outreach, events, alternative activities during high-risk time periods, or helping youth in high-violence neighborhoods gain exposure to opportunities and experiences outside of their neighborhood.

Applicants can choose from among these approaches *or propose others*. Applicants should develop Applications that address the causes of violence in their CVI Zone in ways that are effective, innovative, and sustainable. While Applicants have full autonomy to propose CVI tactics they believe will be most effective, Applicants should be aware that in the first year of the City’s ShotStoppers CVI program, grantees providing intensive personal engagement with individuals involved in violence or at risk of involvement in violence achieved the largest reductions in violence (e.g., engagement with individuals involved in gangs or groups, outreach to and ongoing mentorship of individuals at-risk, etc.).

Applicants may wish to consult research evaluating the impacts and effectiveness of various CVI tactics to inform their approach.¹ While developing their Applications, applicants should be aware of some common features of CVI programs. CVI programs are generally community-centered, focusing on the unique needs of the local community and actively engaging with community members throughout the program. Similarly, many CVI programs use staff members with significant trust and credibility within the community as well as lived experience related to violent crime, to deliver their services also referred to as “credible messengers”. Finally, many CVI programs focus on reaching individuals at risk of being a victim or perpetrator of violence.

Note that applicants proposing to offer wraparound services as part of their CVI approach can do so in many different ways, including developing capacity to provide the desired services at the applicant’s organization, contracting with another organization to provide services on a paid basis, developing a partnership to informally refer individuals needing services to another organizational willing to provide them, or referring individuals to existing City of Detroit programs (e.g.,

¹ For example: John Jay College Research Advisory Group on Preventing and Reducing Community Violence (2020). Reducing Violence Without Police: A Review of Research Evidence. New York, NY: Research and Evaluation Center, John Jay College of Criminal Justice, City University of New York. Available at: <https://johnjayrec.nyc/2020/11/09/av2020/>
Webster, D. W. (2022). Public Health Approaches to Reducing Community Gun Violence. Daedalus, (Winter 2022). Available at: <https://www.amacad.org/publication/public-health-approaches-reducing-community-gun-violence>

Detroit at Work, Detroit Housing Services, etc.). Applicants may include the cost of wraparound services in their proposed budget as needed. As just one example, an applicant could include the cost of transportation vouchers in their budget or the cost of contracting with another organization to provide a specific type of wraparound service.

Please be aware that, except as otherwise permitted by law, grantee staff, volunteers, and agents may not carry firearms while conducting services funded by this program, including during working hours or while on assignment. Grantees must update their employee policies and procedures to reflect this general prohibition.

Program Structure: Base Budget and Performance Grants

As noted above, the City will award funds for this program as a conditional grant. Each grantee will be awarded a base budget, or a fixed grant amount that can be used for program expenses. Grantees can earn performance grants, providing additional funds to sustain or expand their programming, by meeting certain performance criteria.

- Base budget. The City anticipates that grantees will generally be awarded a base budget of roughly \$700,000 per fiscal year (with another \$700,000 in total performance grants available per fiscal year). Grant amounts may vary based on the size of the CVI Zone proposed by each grantee, and the City reserves the right to award grants in different amounts than those anticipated, based on Applications received.

The base budget is a guaranteed funding amount that can be used for program expenses, including staff salaries, benefits, and other expenses; facilities; supplies; community activities; and other costs.

- Performance grants. In addition to the base budget, applicants will have the opportunity to earn *performance grants equal, in total during the year, to the amount of their base budget* if they successfully reduce homicides and non-fatal shootings in their CVI Zone. The City will measure performance and award performance grants quarterly; the total performance grant available each quarter will be equal to one-quarter of the total annual performance grant available.

Performance will be measured based on the CVI Score within each grantee's CVI Zone each calendar quarter.

CVI Score = (2 x homicides) + non-fatal shootings.

To earn a performance grant each quarter, a grantee must:

- 1) reduce the CVI Score during the current quarter to below its level during the same quarter in the prior year, *and*
- 2) when comparing the current quarter to the same quarter during the prior year, achieve a percentage decline in the CVI Score that is at least 10 percentage points greater than the trend in the citywide CVI Score.

Grantees that achieve a decline at least 10 percentage points greater than the citywide trend will earn a level one performance grant, which the City expects will be roughly \$87,500 per quarter. Grantees that achieve a decline at least 20 percentage points greater than the citywide trend will earn a level two performance grant, which the City expects will be roughly \$175,000 per quarter. To earn performance grants equal, in total, to the base budget during the year, a grantee must earn a level two performance grant each quarter.

To summarize, performance grants will be awarded as follows:

Performance Grant Criteria Summary		
If a grantee	reduces the CVI Score during the current quarter to below its level during the same quarter in the prior year	
And the percent decline in the grantee’s CVI Score is greater than the trend in the citywide CVI Score by at least	10 percentage points	20 percentage points
The City will award a performance grant of	Level One	Level Two
Expected to be roughly	\$87,500 per quarter	\$175,000 per quarter

Performance grants reflect the responsibility of grantees to reduce violent crimes in their CVI Zone and measure *both* whether certain serious violent crimes have fallen overall in the CVI Zone and whether the CVI Zone experienced a substantially larger decline than areas of the city where CVI services are not being conducted (as measured by the citywide trend). Community-based organizations must re-invest any funds received through performance grants into sustaining or expanding their CVI activities and provide reporting to the City on their use of performance grant funds.

During the program, the City will provide crime data to grantees regularly to allow them to track their performance and make any adjustments to their services accordingly.

The performance criteria outlined above will be in place during the first year of the grant (i.e., one calendar year of performance measurement). In the second year of the grant, performance grants will be awarded using the same criteria and cadence, with one exception. Specifically, instead of comparing the current quarter to the same quarter during the prior year, the current quarter will be compared to an average of the same quarter during the prior two years. This change makes it easier for a grantee that achieves a substantial reduction in homicides and non-fatal shootings in the first year to continue to earn performance grants in the second year by maintaining the lower level of violent crime. Without this change, a grantee that achieved a substantial decline during the first year would need to achieve further substantial declines in the second fiscal year to earn a performance grant.

Finally, note that the City will respond forcefully to any attempt to manipulate performance measurement by moving violent crime outside of the CVI Zone, rather than preventing crime generally. At any time, if the City has a reasonable suspicion that a grantee has attempted to displace violent crime from its CVI Zone to another geographic area, rather than preventing violent crime from occurring, the City in its sole discretion may terminate the grant of that organization. Displacing violent crime to another geographic area includes any inducement, collusion, agreement, or monetary or non-monetary benefit exchanged between the grantee, its agents or representatives, and individuals or groups involved in criminal activity.

Below are two hypothetical examples that demonstrate how the performance grant criteria will operate during the first fiscal year of the grant.

Hypothetical Example One: Performance Grant Calculation

Crime Data								
Time Period	CVI Zone				Citywide			
	Homicides	Homicides with Double Weighting	Non-fatal Shootings	CVI Score	Homicides	Homicides with Double Weighting	Non-fatal Shootings	CVI Score
Q3 2024	1	2	9	11	30	60	90	150
Q3 2023	3	6	12	18	34	68	117	185

Performance Grant Criteria			
	Measure	Outcome	Is Criteria Met?
Criteria One	CVI Score: CVI Zone: Current Quarter	11	
	CVI Score: CVI Zone: Same Quarter during Prior Year	18	
	Outcome:	11 is less than 18	<input checked="" type="checkbox"/>
Criteria Two	Percent Decline in CVI Score: CVI Zone: Current Quarter v. Same Quarter during Prior Year	-38.9%	
	Percent Decline in CVI Score: Citywide: Current Quarter v. Same Quarter during Prior Year	-18.9%	
	Analysis:	CVI Zone decline is 20 percentage points lower than citywide trend	
	Outcome:	Level two performance grant	<input checked="" type="checkbox"/>
Is Performance Grant Awarded?			Yes

Hypothetical Example Two: Performance Grant Calculation

Time Period	Crime Data							
	CVI Zone				Citywide			
	Homicides	Homicides with Double Weighting	Non-fatal Shootings	CVI Score	Homicides	Homicides with Double Weighting	Non-fatal Shootings	CVI Score
Q3 2024	1	2	8	10	30	60	90	150
Q3 2023	2	4	7	11	34	68	117	185

Performance Grant Criteria			
	Measure	Amount	Is Criteria Met?
Criteria	CVI Score: CVI Zone: Current Quarter	10	
	CVI Score: CVI Zone: Same Quarter during Prior Year	11	
	Outcome:	10 is less than 11	<input checked="" type="checkbox"/>
Criteria Two	Percent Decline in CVI Score: CVI Zone: Current Quarter v. Same Quarter during Prior Year	-9.1%	
	Percent Decline in CVI Score: Citywide: Current Quarter v. Same Quarter during Prior Year	-18.9%	
	Analysis:	CVI Zone decline is 9.8 percentage points lower than citywide trend	
	Outcome:	No performance grant	<input type="checkbox"/>
Is Performance Grant Awarded?			No

Program Timeline and Options for Adjustment

The City intends to make awards in Summer 2024. During late Summer and early Fall 2024, successful Applicants will work with the City’s Office of Contracting and Procurement to establish a Subrecipient Agreement and submit necessary documentation to contract with the City. Successful Applicants will be expected to submit required documentation very quickly, including making any necessary revisions and resubmissions very quickly as well. An overview of the City’s contracting process is available online at the following link: <https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-contracting-and-procurement/contracting-city-detroit-step-step>.

Step six (Draft and Sign Contract) outlines the necessary documentation to contract with the City; Applicants may wish to review information on Treasury tax clearances and consolidated affidavits, as well as establish a relationship with an insurance provider. Successful Applicants will not be required to provide payment or performance bonds.

The City intends Subrecipient Agreements to begin October 1, 2024. Measurement of crime data to assess performance and determine performance grant awards will begin November 1, 2024, to provide grantees time to stand up their programs and begin providing services before performance is measured.

The City intends for the program to operate from October 1, 2024 through October 31, 2026. After the program’s first fiscal year (i.e., November 1, 2025), the City will assess the results of each grantee and will retain the option to adjust grants based on progress and results during this time. The City and a grantee may mutually agree to expand the grant, and associated CVI Zone, for grantees that achieve promising results. The City may also terminate grants to organizations whose programs show poor progress, particularly due to inadequacies in program design or administration.

After the initial term of agreement, the City may extend the program if it achieves promising results; this could entail new grants to existing grantees, subject to mutual agreement on terms, or a new Notice of Funding Availability for applications.

Grants Management Capacity

The City expects grantees to adhere to the highest standards for grants management, financial management, and compliance with grant conditions. Because this program is funded by federal American Rescue Plan Act (ARPA) monies, federal grants laws and regulations apply in addition to City of Detroit laws and regulations. Applicants will be expected to demonstrate significant organizational capacity and experience with managing grant funds, particularly federal funds, in order to be competitive.

Grantees will be required to demonstrate experience, organizational capacity, and strong past results in the following areas:

1. *Financial Management*: policies, procedures, and systems in place to provide appropriate financial controls, management of funds, accounting, and invoicing to the City of Detroit, as well as policies to prevent financial conflicts of interest.
2. *Expenditure Documentation*: policies, procedures, and systems in place to document that funds are used for eligible expenditures, including documentation of staff timesheets and other program expenditures.
3. *Compliance Management*: policies, procedures, and systems in place to ensure compliance with applicable sections of 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (hereinafter referred to as the “Uniform Guidance”) as well as the Single Audit Act. Prior experience completing a Single Audit and resolving any findings is highly desirable.
4. *Reporting Requirements*: policies, procedures, and systems in place to meet grants reporting requirements, including both reporting on CVI services and people served, as well as providing financial reporting.
5. *Procurement*: policies, procedures, and systems in place to adhere to procurement requirements in the Uniform Guidance, including competitively procuring goods

and services where required as well as monitoring any vendor or sub-recipient selected.

6. *Human Resources*: policies, procedures, and systems in place to manage human resources issues and provide structure and organization for staff.

The City anticipates that some selected community-based organizations interested in providing CVI services may be grassroots organizations, small organizations, or organizations that do not have prior experience receiving federal funds or demonstrated capabilities in all of the above subject areas.

The City encourages community-based organizations that do not have capacity and experience in these areas to seek out a fiduciary and/or one or more partner organizations with this skillset. A community-based organization may apply to this funding opportunity on its own (e.g., with a fiduciary as a subcontractor) or may form a partnership or consortium with other organizations and submit a joint application. A list of organizations that may be willing & interested in serving as fiduciaries for this program is available online at <https://detroitmi.gov/sites/detroitmi.localhost/files/2023-03/Possible%20Fiduciaries.pdf>.

Applicants should be aware that City program administrators for ShotStoppers provide extensive technical assistance and coaching to help successful Applicants navigate and complete the City's requirements for establishing a Subrecipient Agreement, invoicing for expenditures, and receiving payment. Both grantees and fiduciaries will be expected to have a high level of responsiveness to communications and requests from City administrators (e.g., 1 – 7-day turnaround time, depending on request type). In the first year of the ShotStoppers program, the City found that grantees that built financial management capacity both within the grantee organization and at the fiduciary (e.g., for documenting expenditures, completing invoicing requirements) were most successful at receiving prompt payment.

Applicant Specifications

As noted above, an organization may apply on its own or may form a partnership or consortium with other organizations to submit a joint application. In the case of an organization applying on its own, the organization must be able to meet all of these applicant specifications through its own work and/or any subcontracts (e.g., to a fiduciary for grants management support). In the case of a partnership or consortium application, at least one organization from within the partnership must be able to meet each of these applicant specifications.

Organizations applying to provide CVI services must be non-profit or community-based organizations with a current Certificate of Incorporation. These organizations should have a minimum of two years of experience providing violence prevention, violence intervention, conflict mediation, or services for at-risk youth. These organizations must

have sufficient organizational capacity and infrastructure to provide the CVI services they have proposed and on the scale that they have proposed in their application.

Applicants should include in their submission information demonstrating the type and scale of services they have provided to date as well as information demonstrating the capacity to sustain or grow their operation to effectively provide the services proposed in their application.

Organizations applying to provide grants management and/or fiduciary services (e.g., accounting, payments, compliance or risk management, reporting) must have a minimum of five years of experience managing federal award funds, including as a prime recipient, sub-recipient, or pass-through entity of federal funds. Partnership applicants may include a for-profit organization with a current Certificate of Incorporation to provide grants management or fiduciary services.

Summary of Key Responsibilities

GOALS AND OBJECTIVES

- Reduce homicides and non-fatal shootings in a specific geographic area through CVI tactics
- Foster reduction in total homicides and non-fatal shootings throughout the City of Detroit
- Build deep, trusting relationships with community residents
- Change community conditions and culture in areas experiencing high violence to sustainably reduce violence
- Ensure compliance with applicable laws, regulations, and policies from the federal government, State of Michigan, and the City of Detroit

DELIVARBLES

- Daily engagement with Detroit residents and community organizations
- Regular participation in discussions with City staff managing the program to track progress, understand successes and challenges in delivering CVI services, and problem solve together
- Monthly invoices to the City of Detroit, including documentation confirming that expenditures have been used for eligible uses and in accordance with applicable federal and City requirements
- Monthly report on the number of people served, financial metrics, use of performance grant funds (if applicable), and other reporting as required to satisfy ARPA reporting requirements

MILESTONES

Milestone	Estimated Delivery Date
The City signs grant agreements with community-based organizations or partnerships to participate in the program	Fall 2024
CVI services begin	October 1, 2024
Performance measurement begins	November 1, 2024
First quarter of performance measurement ends	January 31, 2025
Second quarter of performance measurement ends	April 30, 2025
Third quarter of performance measurement ends	July 31, 2025
Fourth quarter of performance measurement ends	October 31, 2025
The City will assess results and may adjust grants for the second fiscal year, based on progress and results during the first fiscal year	Fall 2025
Initial two-year program ends	October 31, 2026
Successful community-based organizations or partnerships may have opportunity to extend grant further	October 31, 2026

VENDOR RESPONSIBILITIES

- Conducting CVI activities
- Engagement with Detroit residents and community organizations
- Regular participation in discussions with City staff managing the program to track progress, understand successes and challenges in delivering CVI services, and problem solve together
- Maintaining policies, procedures, and systems to comply with applicable grants, financial, and compliance requirements
- Invoicing the City of Detroit and documenting eligible expenditures
- Collecting data on the number of people served, as well as any other measures required to satisfy ARPA reporting requirements

CITY DEPARTMENT RESPONSIBILITIES

Deputy Mayor’s Office:

- Provide strategic direction
- Oversee implementation of CVI services and regularly engage with grantees on CVI tactics
- Help grantees navigate requirements for contracting with the City and receiving payment

- Regularly provide grantees with data on homicides and non-fatal shootings in their CVI Zone to allow grantees to track their own performance
- Serve as the point of contact for community-based organizations and/or partnerships
- Maintain final responsibility for compliance with ARPA rules, including reporting requirements, and overall program performance

2.2. OPERATIONAL INFORMATION

The Deputy Mayor’s Office will maintain oversight to ensure the community-based organizations perform in accordance with the terms, conditions, and specifications on their grants. The Deputy Mayor’s Office has the following prerogative regarding applications submitted:

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

The Applicant is expected to provide service in accordance with the terms of the executed agreement and under the rules, regulations, and supervision of the City. The community-based organizations are required to follow all applicable 2 CFR § 200 requirements as subrecipients of ARPA Funds. Subrecipient is defined as an entity, usually but not limited to non-Federal entities, that receives a subaward to carry out part of a Federal award; but does not include an individual that is a beneficiary of such award. A Subrecipient may also be a recipient of other Federal awards directly from a Federal awarding agency.

2.3. TECHNICAL INFORMATION

The selected organization(s) are responsible for meeting programmatic requirements under the ARPA Final Rule and other US Department of Treasury SLFRF guidance as well as all applicable regulatory provisions under 2 CFR Part 200 and as may be amended by the Final Rule, effective April 1, 2022.

This includes performance outcomes development, monitoring, and reporting for activities of the subrecipient award. This also includes, but is not limited to, the design, delivery and records management associated with the solicitation, review, and recommendation for potential of the project to enhance the wellbeing of the public following the COVID 19 pandemic; project and beneficiary eligibility; project cost reasonableness; grant awards; grant disbursements; and field validation of work completion; and overall compliance grants.

Community-based organizations, fiduciary organizations, and any other organizations included in a partnership or consortium application must have an active registration in the federal System for Award Management (SAM.gov), which allows organizations to register to do business with the U.S. federal government. Ideally, organizations will have an active registration at the time of application for this Notice of Funding Availability;

however, at a minimum, registration must be active before a contract can be issued to selected applicants.

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

Specifically, the City minimally requires:

- Access to any data via APIs in a machine-readable format.
- Full documentation of APIs (including field names and objects) and the database schema used by the application.
- Ability for City to push data as needed to these software systems to update base datasets.
- Any location-based data or platform utilizes the City’s Base Units geocoder, Base Units Database, and/or address data standards as applicable. For more information see: <https://base-units-detroitmi.hub.arcgis.com/pages/about-base-units>
- The ability for the City to use and govern this data as it deems necessary-- centralizing it, porting it into other systems, and using it for additional and future organizational needs.
- The City prefers:
 - System or platform has the capacity to store field-level metadata and display it in the user interface when appropriate
 - API is able to provide data in a JSON format.
 - Data system or data exports integrate easily with ESRI products including feature services.
 - Systems or platforms that support data exchanges (pushes and pulls) that can happen dynamically.

Section 3. Application Evaluation and Selection Process

3.1. MINIMUM QUALIFICATIONS

Applications will only be accepted from those organizations demonstrating experience providing the services requested in the NOFA.

Additionally:

1. Applicants must be a non-profit or community-based organization with a current Certificate of Incorporation.
2. Applicants should have a minimum of two years’ experience providing violence prevention, violence intervention, conflict mediation, or services for at-risk youth.
3. Applicants should have a minimum of five years’ experience managing federal award funds.

4. Applicants must have sufficient organizational capacity and infrastructure to provide the services they have proposed and on the scale that they have proposed in their application.
5. Applicant must have begun the process of registering with SAM.gov

3.2. ADHERENCE TO TERMS OF APPLICATIONS

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

3.3. QUESTION DEADLINE

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

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

Applicants are advised that no oral interpretation, information or instruction by an officer or employee of the City of Detroit shall be binding upon the City of Detroit.

Applicants requesting changes to the NOFA’s 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

All applications that meet the basic eligibility requirements will go through an election and ranking process. Applications will be selected and funded based on the applicant’s ability to demonstrate their capacity to implement a successful program/activity.

Responsive Applications will be evaluated based on the CVI Zone(s) covered and per the following table. Descriptions of the categories follow.

Application Evaluation Criteria	Possible Points
1. Experience with Similar Services (Attachment A)	30
2. Respondent Organizational Capacity (Attachment A)	30

3. Specific, Detailed, and Well-Reasoned CVI Strategy (Attachment B)	30
4. Budget Proposal	10
Total Points Possible	100

4.1. EVALUATION PROCEDURE

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

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

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

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

Evaluation Criteria Category Descriptions

1. Experience with Similar Services

- Demonstrated experience working with individuals at risk of perpetrating or being victims of homicides or non-fatal shootings, especially men below the age of 25, individuals affiliated with gangs, individuals with prior involvement in the criminal justice system, or other high-risk populations.
- Successful track record of reducing local violence.
- Experience providing one or more of the following services: providing violence prevention, violence intervention, conflict mediation, or services for at-risk youth.
- Deep knowledge of and relationships with community members and community organizations in the grantees’ proposed CVI Zone.
- Demonstrated organizational capacity to respond to incidents or community needs on short notice, at varied times of day, and at locations throughout the community.
- Demonstrated ability to refer or connect community members with other services as needed, including helping them navigate application processes or service providers. This can include resources and services like financial assistance, food

assistance, job training or employment services, housing services, transportation, childcare, and mental health or substance use treatment.

2. Respondent Organizational Capacity

- Demonstrated experience managing federal awards and/or federal funds, including length of experience as well as scale and complexity of the funds managed.
- Organizational capacity for financial management, including policies, procedures, and systems in place; staff expertise; internal controls; and expenditure documentation.
- Organizational capacity for compliance management, including policies, procedures, and systems in place to comply with applicable sections of the Uniform Guidance, track record of compliance with Uniform Guidance and/or other grant requirements, and track record of audit findings (if applicable) over most recent five-year period as well as steps taken to resolve.
- Demonstrated ability to hire and manage staff (or to onboard and manage volunteers), as well as capacity to commence work promptly after notification of award.
-
- Organizational capacity for meeting reporting requirements, including any reporting systems in place and track record of successfully meeting requirements in prior grants.
- Ability to incorporate innovative, effective, and sustainable practices.
- Ability to provide invoices, financial reporting, and program reporting as needed.
- Ability to safely manage all required elements for this work.

3. Specific, Detailed, and Well-Reasoned CVI Strategy

- Application demonstrates a clear and feasible strategy for significantly reducing homicides and non-fatal shootings in the CVI Zone. Application includes the applicant's rationale for why this strategy will be successful in the proposed CVI Zone and any data or evidence that supports their rationale.
- Application describes the applicant's proposed CVI tactics with sufficient detail to demonstrate the critical thinking and planning informing the Application.
- Proposal includes a compelling rationale for why the proposed CVI tactics will result in the desired outcomes, including evidence, data, or research where applicable.
- Proposed CVI Zone includes areas hard-hit by homicides and non-fatal shootings, in other words, areas facing a high or disproportionate number of homicides and non-fatal shootings.
- Proposal demonstrates a clear vision for achieving all objectives, tasks and deliverables.
- Proposal demonstrates an ability to use and interpret data, including using data on recent homicides and non-fatal shootings to inform violence prevention actions.

- Applicant shows an ability to effectively deliver CVI services throughout the program period, including having specialized expertise needed within the applicant’s staff.
- Applicant provides a clear and feasible timeline to complete the required tasks to stand up their program and achieve deliverables.

4. Budget

- Proposed budget aligns with CVI strategy and clearly shows how funding would be invested to implement CVI strategy
- Budget concentrates resources in CVI tactics
- Budget provides for adequate administrative and financial management capacity
- Budget clearly delineates purpose, scope, and expectations of any proposed subcontractors

4.2. ORAL PRESENTATION/DEMONSTRATION

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

4.3. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to:

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

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

4.4. PROTESTS

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

**City of Detroit Health Department Director
100 Mack Avenue (3rd Floor)
Detroit, MI 48201
“NOFA Protest”**

At a minimum, such protests shall include:

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

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

Section 5. Required Application Content and Submission Process

5.1. Accuracy and Completeness of Information

All information pertaining to the prospective Applicant’s approach in meeting the requirements of the NOFA shall be organized and presented in the prospective Applicant’s application. The instructions contained in this NOFA must be strictly followed.

Accuracy and completeness are essential. Omissions and ambiguous or equivocal statements will be viewed unfavorably and may be considered in the evaluation. Since all or a portion of the successful application may be incorporated into any ensuing agreement, all prospective Applicants are further cautioned not to make any claims or statements that cannot be subsequently included in a legally binding subrecipient agreement.

5.2. REQUIRED APPLICATION CONTENT AND FORMAT

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

Required Response Item	
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.
2.	Attachment A – Applicant Questionnaire (60 Points) Applicant shall provide their Applicant Questionnaire, per the requirements provided in Attachment A.
3.	Attachment B – Application Introduction and Solution / Approach (30 Points) Applicant shall provide their Application Introduction and Solution / Approach, per the requirements provided in Attachment B.
4.	Attachment C – Proposed Budget (10 Points) Applicant shall complete Attachment C for their Proposed Budget
4.	Attachment D – Forms, Affidavits and Documents

Required Response Item	
	Applicant shall provide their completed Forms, Affidavits and Documents, per the requirements and checklist provided in Attachment D.

5.3. ECONOMY OF PREPARATION

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

5.4. SUBMITTAL INSTRUCTIONS

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

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

Section 6. General Conditions and Requirements for NOFA

6.1. SUBRECIPIENT APPROVAL

Upon NOFA award, the City and the successful Applicant shall execute a subrecipient agreement, which shall contain all contractual terms and conditions in a form provided by the City. No agreement shall become effective until it has been approved by the required City Departments. Prior to the completion of this approval process, the successful Applicant shall have no authority to begin work under the agreement. The Chief Financial Officer shall not authorize any payments to the successful Applicant prior to such approvals; nor shall the City incur any liability to reimburse the successful Applicant regarding any expenditure for the purchase of materials or the payment of services.

6.2. PAYMENT

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

6.3. **INVOICES**

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

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

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

*The CPA (City Council Approved and Awarded Contract Purchase Agreement) alone is NOT authorization to begin work! NO letter of Intent, or Letter to Commence Work will be issued. ****Work commencing without issuance of the SPO is subject to Payment Delays and/or Non-Payment! *****

Required vendor steps to invoice:

- 1) Invoices should NOT be uploaded until the Contractor receives confirmation of review and approval from the City of Detroit, if applicable.
- 2) Subrecipients' 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, if applicable:

Invoice MUST contain or have as attachment:

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

Other invoice requirements:

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

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

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

6.4. ASSIGNMENT

The services to be performed by the successful Applicant shall not be assigned, sublet, or transferred, nor shall the successful Applicant assign any monies due or to become due to him under any contract entered into with the City pursuant to these specifications, without prior written approval of the City.

6.5. MODIFICATION OF SERVICES AFTER AGREEMENT APPROVAL

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

6.6. 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.

6.7. MISCELLANEOUS

It shall be the responsibility of the Applicant to thoroughly familiarize themselves with the provisions of these specifications. After executing the contract, no consideration will be given to any claim of misunderstanding.

The Applicant agrees to abide by the rules and regulations as prescribed herein by the City as the same now exists or may hereafter from time to time be changed in writing.

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

CHANGES TO FEDERAL REQUIREMENTS

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

ACCESS TO RECORDS AND REPORTS (All Subrecipients)

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

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

The Beneficiary 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 Beneficiary 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 Beneficiary agreed upon performance or record-keeping practices, such deficiencies will be reported to the Beneficiary in writing. The Beneficiary 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 Beneficiary within thirty (30) days of notification or may be set off by the City against any funds due and owing the Beneficiary, provided, however, that the Beneficiary 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 Beneficiary 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 Beneficiary 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 Beneficiary'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 Beneficiary 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 Beneficiary 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)].

6.8. OFFICE OF INSPECTOR GENERAL

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.

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.

A fine shall be assessed to the Beneficiary in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Beneficiary, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.

Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, beneficiary 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.

In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, Applicant, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City agreement or program, to cooperate with the

Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.

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.

As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article: “Public Servant” means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.



NOFA Attachments List

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

Attachment A - Applicant Questionnaire

Attachment B - Application Introduction and Solution / Approach

Attachment C – Cost Proposal Template

Attachment D - Forms, Affidavits and Documents ARPA NOF Application

**Attachment E – Map of Fatal Shootings, Non-fatal Shootings, Other
Homicides, and Geographic Hotspots: 2022 – May 2024**

**Attachment F – Fatal Shootings, Non-fatal Shootings, and Other Homicides
by Neighborhood: 2022 – May 2024**