

# CITY OF DEARBORN

ABDULLAH H. HAMMOUD, MAYOR



## REQUEST FOR PROPOSAL FOR DESIGN AND CONSTRUCTION ENGINEERING SERVICES FOR COLSON PALMER 12FT STORM LINE REHABILITATION PROJECT

**CONTROL NO. 155971**  
**DEARBORN JOB NO. 2025-019**

Issue Date: 02/05/2025

Pre-proposal Question Deadline: 02/19/2025

**Proposal Deadline: 02/26/2025, at 3:00 p.m., Local Time**  
**Uploaded to [www.mitn.info](http://www.mitn.info)**

Purchasing Contact: Mark Rozinsky, Purchasing Manager  
313-943-2484 / [mrozinsky@ci.dearborn.mi.us](mailto:mrozinsky@ci.dearborn.mi.us)

**DESCRIPTION:** Proposals are being solicited for the purpose of contracting for engineering evaluation projects.

This solicitation, along with all Attachments may be downloaded from the Michigan Intergovernmental Trade Network (MITN) website at [www.mitn.info](http://www.mitn.info). Note: Any and all addenda issued by the City of Dearborn must be viewed or downloaded from the above listed website. Award results shall also be posted on the MITN website.

Submittals must be uploaded to the MITN website by the due date and time. Allow time for the uploading process. Late submittals will not be accepted by the system. There will not be an opening due to the nature of the solicitation. NO HARD COPIES ARE TO BE SUBMITTED.

NOTE: THE PROJECTS ASSIGNED FOR THESE SERVICES WILL BE FEDERALLY FUNDED. ALL VENDORS WILL BE SUBJECT TO CONFIRMATION/APPROVAL UNDER THE [WWW.SAM.GOV](http://WWW.SAM.GOV) PROGRAM.

Respondent Name: \_\_\_\_\_

TABLE OF CONTENTS

TABLE OF CONTENTS..... 2

RFP INSTRUCTIONS..... 3

SCOPE OF WORK AND SPECIFICATIONS ..... 5

SPECIAL CONTRACT TERMS AND CONDITIONS..... 11

STANDARD TERMS AND CONDITIONS OF AGREEMENT ..... 13

REQUIRED FORMS..... 16

PROPOSAL FORM ..... 17

EXCEPTIONS AND ALTERNATIVES FORM ..... 19

VERIFICATION OF MINIMUM QUALIFICATIONS FORM..... 20

BUSINESS INFORMATION QUESTIONNAIRE ..... 21

SUBCONTRACTOR FORM..... 23

ETHICS IN CONTRACTING VENDOR FORM ..... 25

FEDERAL COMPLIANCE REQUIREMENTS .....Attachment 1 (14 pages)

COST DETAIL SHEET .....Attachment 2 (1 page)

SAM.GOV INFORMATION .....Attachment 3 (9 pages)

SECTION 3 INFORMATION .....Attachment 4 (14 pages)

## RFP INSTRUCTIONS

- 1) **PRE-PROPOSAL INFORMATION AND QUESTIONS:** Each proposal that is received by the deadline will be evaluated on its merit and completeness of all requested information. In preparing proposals, Respondents are advised to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Dearborn Purchasing Division. If a Respondent finds a discrepancy, error, or omission in the RFP package, or requires any written addendum thereto, the Respondent is requested to notify the Purchasing contact noted on the cover of this RFP, so that written clarification may be sent to all prospective Respondents. **THE CITY IS NOT RESPONSIBLE FOR ANY ORAL INSTRUCTIONS.** All questions must be submitted in writing to the Purchasing contact before the Pre-Proposal Question Deadline indicated on the front of this document. No contact regarding this document with other City employees is permitted. All answers will be issued in the form of an addendum.
  - a) All questions must be submitted in writing to the Purchasing contact before the pre-proposal Question Deadline indicated on the front of this document.
  - b) No communication is permitted between Proposers and other City of Dearborn Departments or Divisions prior to the award of the proposal unless sanctioned by the Purchasing Division.
- 2) **PRE-PROPOSAL MEETING:** A pre-proposal meeting concerning this RFP may be held. If so, the date, time and location will be indicated on the cover of this RFP. Staff will be available at this meeting to answer questions about this RFP. Attendance at the meeting is strongly encouraged.
- 3) **RFP MODIFICATIONS/ADDENDA:** Clarifications, modifications, or amendments may be made to this RFP at the discretion of the City. Any and all Addenda issued by the City will be posted as noted on the Cover Page of this document. It is the responsibility of the Respondent to obtain the available Addenda and acknowledge Addenda on the Proposal Form of this RFP. Failure to acknowledge Addenda may result in your proposal being deemed non-responsive and rejected without any further evaluation. If any changes are made to this RFP document by any party other than the City, the original RFP document and associated Addenda in the City's files shall take precedence.
- 4) **PROPOSAL SUBMISSION:** The Respondent must include the following items or the proposal may be deemed non-responsive:
  - i) All forms contained in this RFP, fully completed
  - ii) Evidence that the Minimum Qualifications listed in the Specifications/Scope of Work are met.
  - a) Proposals must be electronically uploaded to the MITN ([www.mitn.info](http://www.mitn.info)) website by the due date and time. Allow sufficient time to go through the uploading process. Submit a single file, in PDF, with a size limitation of 20MB. If the file size exceeds 20 MB, please upload in 20 MB increments. For assistance on how to upload, contact MITN directly at (800) 677-1997. The MITN system will not allow for late submittals and a submittal must be completed before the due date and time. This responsibility rests entirely with the Respondent, regardless of delays resulting from the uploading process.
  - b) Submission of a proposal establishes a conclusive presumption that the Respondent is thoroughly familiar with the Request for Proposal (RFP), and that the Respondent understands and agrees to abide by each and all of the stipulations and requirements contained therein. Businesses that have done work for the City of Dearborn are not exempt from submitting required documents or meeting other requirements listed in this RFP.
  - c) All prices and notations must be filled in. If not offering on a line item, you must write in "N/A" or "No Offer." Mistakes may be crossed out and corrections must be initialed by the person(s) signing the bid.
  - d) All costs incurred in the preparation and presentation of the proposal is the Respondent's sole responsibility; no pre-proposal costs will be reimbursed to any Respondent. All documentation submitted with the proposal will become the property of the City of Dearborn.
  - e) Proposals must be held firm for a minimum of 90 days.

- I. **WITHDRAWAL:** Proposals may only be withdrawn by written notice prior to the date and time set for the opening of proposals. No Proposal may be withdrawn after the deadline for submission.
- II. **PRICING:** In cases where discrepancies are found on the price page when computing the total amount on the price sheet, the unit price shall prevail.
- III. **REJECTION:** The City reserves the right to reject any or all proposals, or to accept or reject any proposal in part, and to waive any minor informality or irregularity in proposals received if it is determined by the Purchasing Agent that the best interest of the City will be served by doing so. If all Proposals are rejected by the City, notice will be posted on the City's websites as noted on the Cover Page of this document. No Proposal will be considered from any person, firm or corporation in arrears or in default to the City on any contract, debt, or other obligation, or if the Respondent is debarred by the City from consideration for a contract award, or if Respondent has committed a violation of the City's Charter and/or Code of Ordinances which resulted in a termination of a contract or other material sanction within the five (5) years immediately preceding the date of issuance of this document.
- IV. **PROCUREMENT POLICY:** Procurement for the City will be handled in a manner providing fair opportunity to all businesses. This will be accomplished without abrogation or sacrifice of quality and as determined to be in the best interest of the City. The Purchasing Agent has the vested authority to execute a contract, subject to Mayoral and/or Council approval where required.
- V. **PROPOSAL SIGNATURES:** Proposals must be signed by an authorized official of the Respondent. Each signature represents binding commitment upon the Respondent to provide the goods and/or services offered to the City if the Respondent is determined to be the most responsive and responsible Respondent. The resulting contract is not binding until fully executed by both parties should the contract require Council approval.
- VI. **CONTRACT AWARD:** The City reserves the right to award by item, group of items, or total proposal. The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided by written notice sent to the Respondent at the address designated in the proposal. After a final award of the Agreement by the City of Dearborn, the Contractor must execute and perform said Agreement upon full execution by both parties. The date on which the Agreement is signed by the City of Dearborn marks the beginning of the Agreement and shall be binding.
- VII. **NO RFP RESPONSE:** For those Businesses who receive this RFP but who do not submit a response, it would help the City of Dearborn if you would please return a notice of why you have chosen not to respond.
- VIII. **FOIA REQUIREMENTS:** Proposals are subject to public disclosure after the deadline for submission in accordance with state law.
- IX. **CITY SEAL USAGE – USE OF THE CITY SEAL WITH YOUR SUBMITTAL IS STRICTLY PROHIBITED BY ORDINANCE.**

## SCOPE OF WORK AND SPECIFICATIONS

### DESIGN ENGINEERING SERVICES AND PROJECT MANAGEMENT SERVICES FOR COLSON PALMER 12FT STORM LINE REHABILITATION PROJECT

Through this Request for Proposal (RFP), the City of Dearborn hereby invites businesses that meet the qualifications set forth herein to submit proposals to provide both design engineering services and project management services.

#### General Information and Background Description:

The City of Dearborn is seeking to address cleaning and dewatering its 12-ft diameter trunk storm sewer line (the Colson Palmer storm sewer line), 1.97-mile-long pipe that runs from the Colson and Palmer intersection to the Rouge River, and developing drawings and specifications for headwall structure.

The Colson Pamer stormwater line is a 12-ft diameter, 1.97-mile-long pipe that runs through the center of Dearborn. Its purpose is to funnel stormwater from Dearborn's northeast end to the Rouge River.

This stormwater line was originally built well above the Rouge River water line with the intention that it would not need routine maintenance. The design was also intended to allow stormwater to enter and flow freely throughout the line and then empty back into the river.

Now rising water levels due to development upstream and more intense rainfall due to climate change has the outfall (end) of the Colson Palmer stormwater line frequently under water. Backwater from the Rouge River now deposits debris and sediment in the stormwater line which reduces the open area in the stormwater line. It is estimated from a physical inspection on June 28, 2021 that the stormwater line is almost half full with water, debris and sediment.

The City of Dearborn's engineering division issued an invitation to bid for a complete inspection of the 12-ft diameter stormwater and signed a contract with RedZone Robotics, Inc. A condition assessment of the pipe and the amount of sediment and level of water was estimated.

Through this Request for Proposal (RFP), the City of Dearborn hereby invites experienced engineering firms defined as "ENGINEER" which meet the qualifications set forth herein to submit proposals to provide the services as outlined in the scope of services.

The rehabilitation of this stormwater line will consist of the following.

- A. Develop drawings and specifications for the isolation of the outfall. Develop concepts to isolate the outfall at Hubbell-Southfield RTB from the existing back water gate chamber.
- B. Sampling and testing sediment from the existing 12-ft diameter stormwater
- C. Develop drawings and specifications for temporary and permanent dewatering and removal of sediment.
- D. Develop drawings and specifications for dewatering pumps to restore the storm line to its full 12-ft open area and increase the storage area for stormwater.
- E. Prepare bid documents, contracts and change order, completing the federal David-Bacon as well as section 3 requirement for the project. The consultant is responsible for technical guidance of the project terms involved in construction and rehabilitation.

The Project Management Consultant is to be a nationally recognized with at least 20 years of experience in the evaluation, design, modification, and construction of sanitary, combined and storm sewer system improvements in major urban areas with populations of at least one hundred thousand people that were built between 1900 and 1960.

It is expected that the business and their team members have significant experience with this type of project. It is expected that individuals overseeing and managing this project are licensed professionals. The successful Consultant shall be considered and shall remain an independent contractor throughout the term of any contract award pursuant to this Solicitation.

The Project is being funded through the following source: Community Development Block Grant-Disaster Recovery (CDBG-DR). The project will be subject to Davis-Bacon and Section 3 requirements, including that of any contractor or sub-contractor.

The successful Consultant shall be solely responsible for scheduling and coordinating work of the sub-contractors and other individuals or entities performing or furnishing any work under direct or indirect contract with successful Consultant.

Additional responsibilities may include preparing bid documents, contracts and change orders., completing the federal Davis-Bacon and Section 3 requirements for the project. The Consultant will conduct field inspections to collect data, verify existing/actual conditions, and monitor conformance with plans/specifications.

The Consultant will report to the City Engineer and DPW - Engineering and works under the general supervision and the guidance of City, departmental and division policies and procedures, and applicable Federal, State and local regulations. The Consultant is responsible for technical guidance of project teams involved in construction and rehabilitation, and provides direction and serves as a technical resource to others within the ED and PWF Departments.

Project Work Plan (PWP) – The Consultant shall prepare a PWP, which shall be subject to review and approval by the C.D. Compliance Officer and City Engineer. This document shall include Consultant project team's organization, schedule of meetings, list of tasks, timeline for deliverables, and any other required actions for the completion of each project. The Consultant shall manage overall communication and coordination of the project.

Kickoff Meeting – The Consultant shall attend a project kickoff with key members of the EDD and PWF and other individuals to review the project work plan and discuss the approach to the project. Meeting invitees shall be with the ED Dept. C.D. Compliance Officer and City Engineering Dept.

Technical Advisory Group (TAG) – Consultant shall engage, inform, and rely upon a TAG identified by the City whose members will assure their respective departments' goals, policies, plans and constraints are understood and considered during the planning stages of the project.

Data Needs Request and Data Exchange – The Consultant shall submit to the City a written request for data, plans, policies & procedures, maps, reports and any other materials required to conduct the work as described in this scope.

Consultant shall review as build data & existing condition of back water gates inside existing 12' dia. trunk storm located inside GLWA gated area of the city.

Consultant shall establish and maintain coordination procedures.

Consultant shall coordinate and manage with the DR Manager and City Engineering Department the bidding processes for the project inspection, project construction, and project rehabilitation. The Consultant will coordinate with the DR Manager, City Engineer and Purchasing Department all requirements for insurance, bonds, and other such financial and legal document requirements. Bids will be released and opened by the City of Dearborn.

Consultant shall coordinate with DR Manager and City Engineering Department the acquisition for all permits for the project and filing documents required for various approvals for the project.

## **B. Construction Phase Services**

Consultant` shall develop and maintain a project status reporting system.

Consultant shall establish, implement, and maintain quality assurance/control procedures for the construction work.

The Consultant will provide continuous on-site management services, including being responsible for the coordination of all construction activity, including recommending various courses of action when construction contractors are not performing work in accordance with contract documents, conducting regular onsite coordination meetings and quality control.

The Consultant shall be responsible for controlling site access.

The Consultant shall provide administration of contracts for inspection, construction, and rehabilitation in cooperation of the City of Dearborn.

The Consultant shall conduct a general pre-construction meeting prior to start of construction and in-depth pre-construction meetings with all contractors prior to the start of their work activities.

The Consultant shall negotiate change orders with construction contractors and sub-Contractors.

The Consultant shall maintain project records and documentation.

The Consultant shall track construction and rehabilitation costs and maintain detailed construction/rehabilitation cost records.

The Consultant shall provide clarifications and interpretations of Project contract documents to the construction contractor and sub-contractors.

The Consultant shall create, review and monitor a comprehensive safety program for the Project.

The Consultant shall prepare and update the construction schedule so that it incorporates all parties' responsibilities, which will be used for monitoring and enforcing the Project's progress. This schedule will be updated monthly for City staff review.

The Consultant shall schedule and conduct regular construction team meetings to be attended by City staff and all contractors who are working on-site or starting in the near future to review construction progress, scheduling, problems, etc. The Consultant shall prepare and distribute meeting notes to all parties involved.

Since this is a Federally funded project the Consultant shall see that contractors and sub-contractors comply with Section 3 of the Housing and Urban Development Act of 1968.

Refer to attachments 1, 2, 3, and 4.

1. Federal Compliance Requirements
2. Cost Detail Sheet
3. SAM.gov Information
4. Section 3 Information

The Consultant shall review each contractor's application for payment based on observation and evaluation of performance and coordinate with each contractor as needed for modifications prior to submitting to the City staff for approval.

The Consultant shall determine in general that the work of each contractor is being performed in accordance with the requirements of the contract documents, endeavoring to guard the City against defects and deficiencies in the work. The Consultant in consultation with City staff may reject work that does not conform to the requirements of the contract document.

The Consultant shall review the contractor's payroll and processes to ensure all city, state and federal requirements are being met.

The Consultant shall track construction documents for the Project. This will include all contract drawings, specifications, addenda, change orders and other modifications, in good order and clearly marked for all changes to submit to the City.

The Consultant will schedule and conduct final inspections; includes field inspections, coordination with agencies having jurisdictions, issuance of Corrective Work Items and Punch Lists, review of compliance, advising the city.

Consultant will assist in unsettled claims or disputes.

When final punch list items have been completed or resolved, Consultant will prepare documentation recommending acceptance of the complete project by the city.

After completion of the project, Consultant will turn over project documentation to the city in an orderly manner.

**The following document will be attached with the proposal and will become part of the proposal:**

1. Location Map (2-sheets dated 01/24/2025), profile map (1-sheet dated 01/24/2025)

#### **4. Guidelines for Submittals**

The following guidelines detail the information required in this RFP to be submitted by qualified firms to the City of Dearborn.

Neither the submission of, nor acceptance of, any submission shall constitute a contract between any individual, firm, and the City of Dearborn. No such contract shall exist unless, and until an agreement is signed by authorized representatives of the City of Dearborn and the successful firm.

The City of Dearborn reserves the right to accept any submission, reject any submission, or waive irregularities in submissions.



**SCORING FOR THE EVALUATION OF STATEMENTS OF QUALIFICATION**

<b>CRITERIA</b>	<b>POINTS POSSIBLE</b>
A. Understanding of Service	30
B. Qualifications of Team	30
C. Experience and Past Performance	20
D. Cost	20
<b>TOTAL POINTS POSSIBLE</b>	<b>100</b>

**A. Understanding of Service**

The Consultant shall assign a Project Manager for the project who will be responsible for the project. The Project Manager will communicate directly with the designated city staff for the project and conduct biweekly progress meetings with the designated City staff.

The Consultant shall describe understanding of the services required. The Consultant shall Include any work item that he/she believes should be added to the scope of services or any work item that is in the current scope of services which he/she believes should be altered.

**B. Qualification of Team**

The scoring for qualifications of team will be based on the following information:

1. Structure of the Project Team (Personnel and Roles). The project team shall consist of a Project Manager, Technicians and other staff as required. Describe the structure of the project team, including the roles of all key personnel and estimated hours to be spent by each person in below tabulated format.
2. The Consultant shall supply the name and resume of key personnel proposed for this service. Any change in key personnel or their capacity level must have written approval of the City as far in advance of the proposed change as possible.
3. Staff Service Experience. Provide résumés for each of the key staff. The résumé is limited to three pages per key staff member. In addition to general résumé information, the following information should be provided for service experience that is similar to the service being solicited:
  - a. General description of the service.
  - b. Role of person in the service.
  - c. Service budget.
  - d. Year service was completed.
  - e. Name of client (agency or company).
  - f. Role of Consultant in the service.
  - g. Name and phone number of a person to contact for client (agency or company).
  - h. If the service is a service related to a construction project, provide the route name, limits of construction, construction budget, and general description of the type of construction.

**C. Past Performance**

The Consultant shall submit experience with type of service performed in the last ten years. Provide the previous client's contact information.

The Project Manager shall submit experience with type of service performed in the last ten years. Provide the previous client's contact information.

#### **D. Cost**

Indicate the hourly rate including all overhead, profit and travel time with following format. Cost detail sheet is required – see attachment 2.

#### **1. General Submittal Requirements**

- A. **NUMBER OF COPIES:** The entire response must be uploaded to the MITN website only. Do not submit a hardcopy. Allow sufficient time to upload to the website. It is preferred that one file, in PDF, be submitted with a single file size limitation of 20MB. The City is not responsible for failure to have the submittal uploaded in a timely manner.
- B. **PROPOSAL FORMAT:** Responses shall be addressed in the same order as the requirements listed above to ensure the Evaluation Team is able to easily locate the information that is requested in this solicitation.
- C. **PROPOSAL CONTENT:** The Respondent must include the following items or the proposal will be deemed non-responsive and rejected without any further evaluation.
  - ii) All general forms contained in this RFP, fully completed. Businesses that have done work for the City of Dearborn in the past are not exempt from submitting required documents.
  - iii) A complete response to each of the Submittal Requirements.

**SHORTLISTING:** The City may shortlist the Respondents based upon responses to the above items. If necessary, the city will conduct interviews/demonstrations. The city will notify each Respondent on the shortlist, if such presentation is required. These presentations will provide an opportunity for the Respondents to respond to questions posed by the Evaluation Team and to clarify their proposals through exhibition and discussion. The city will not reimburse oral presentation costs of any Respondent. The City reserves the right to modify scoring based on its findings from interviews/demonstrations.

## SPECIAL CONTRACT TERMS AND CONDITIONS

1. **CONTRACT TERM:** The fully executed contract is for a term through two years or December 15, 2023, whichever comes first.
2. **NEGOTIATION:** Quantities, services, and prices listed in the Scope of Work and in the Respondent's response to this RFP may be subject to negotiation. Any agreements resulting from negotiation that differ from what is presented in this RFP or in the Respondent's response shall be documented and included as a part of the final contract.

**INSURANCE SUBMISSION REQUIREMENTS:** The successful Bidder/Proposer/Respondent (Contractor) must submit proof to the Purchasing Office that they meet all City of Dearborn insurance requirements prior to receiving an executed contract and/or purchase order. Proof of insurance as stated below will be required no later than five (5) business days of request. An "Intent to Award" letter will serve as the request and will be faxed and/or emailed to the intended Contractor. To expedite the process, a copy of your current coverage may be submitted with your bid/proposal/quote. Prior to expiration dates of any required insurance, Contractor shall be responsible for providing proof of continuing coverage. **Please note: the name of the entity that is awarded the contract must be listed as the named insured on the certificates.**

3. **INSURANCE REQUIREMENTS:** The Contractor, at its own expense and in its own name, must provide and keep in force during the term of this Agreement the following types of insurance in not less than the amounts indicated below:
  - a) **Commercial General Liability Coverage:** Commercial General Liability Coverage including products/completed operations, contractual liability, and personal injury. This insurance shall be on a commercial insurance, occurrence form. The limit amount for this insurance shall be not less than \$1,000,000 per occurrence and \$2,000,000 aggregate.
  - b) **Endorsement - Additional Insured:** The certificate must contain, as an endorsement, the following language pertaining to the general liability coverage: "The City of Dearborn, Michigan, its elected officials, officers, employees, boards, commissions, authorities, voluntary associations, and any other units operating under the jurisdiction of the City and within appointment of its operating budget including the City of Dearborn are named as additional insured and said coverage shall be considered to be the primary coverage rather than any policies and insurance or self-insurance retention owned or maintained by the City of Dearborn".
  - c) **Professional Liability Coverage:** Professional Liability (Errors and Omissions) or Medical Malpractice, as applicable, coverage in an amount not less than \$500,000 per claim. The aggregate limit shall either apply separately to this contract or shall be at least twice the required per claim limit. Coverage is afforded on a claims-made basis, shall continue in force for an uninterrupted period of three years or if cancelled contractor agrees to secure a tail or extended reporting period endorsement for a period of not less than three years.
  - d) **Owner's Protective Liability:** Bodily injury and property damage protection, including general supervision of work performed shall be extended in the name of the City of Dearborn and all agent and employees thereof. The minimum limit shall be \$1,000,000.
  - e) **Workers Compensation Coverage:** At a minimum, Workers Compensation Insurance as required by State of Michigan law, Michigan statutory coverage, or evidence of an exemption for sole proprietors or a State issued exemption for corporations, partnerships or LLCs who have three or less employees. Employer's Liability limits of \$500,000 each accident, \$500,000 disease policy limit and \$500,000 disease each employee.
  - f) **Endorsement - Other:** For the above General Liability and Workers Compensation insurance, the policy shall be endorsed to include a waiver of subrogation by the affording carrier in favor of the City of Dearborn.
  - g) **Automobile Liability Coverage:** If performance of this Contract requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
  - h) **Cancellation Clause:** Cancellation clause shall state not less than thirty (30) days.

**It is incumbent upon the Contractor to affect all changes (additional insured, Primary/noncontributory, and waiver of subrogation) indicated above to its insurance policy.**

Insurance must be with an insurance company or companies licensed to conduct business in the State of Michigan that has an A.M. Best Company rating of A-, VII or better and are satisfactory to the City of Dearborn.

The demanded coverage that is to be afforded by the Contractor shall be primary and non-contributory in relationship to any and all insurance or self-administered SIR maintained and/or controlled by the City of Dearborn and its budgeted subdivisions.

The City reserves the right to require complete, certified copies of all required insurance policies at any time.

Any contractors and/or subcontractors utilized by the awarded vendor must also comply with all of the City's insurance requirements. The awarded vendor is solely responsible for ensuring that all contractors and/or subcontractors comply with the City's insurance requirements.

**4. KEY PERSONNEL AND SUBCONTRACTORS:** It is essential that the Contractor provides adequate experienced personnel and subcontractors, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

- a) The Contractor agrees that, once assigned to work under this contract, key personnel and subcontractors shall not be removed or replaced without written notice to the City.
- b) If key personnel and subcontractors are not available for work under this contract for a continuous period exceeding thirty (30) calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall if needed, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- c) The use of any subcontractor is subject to pre-approval by the City of Dearborn's Contract Administrator and Purchasing Department.

## STANDARD TERMS AND CONDITIONS OF AGREEMENT

- 1) **Assignment/Transfer:** Assignment or transfer of this contract without written consent of the City of Dearborn (Purchaser) may be construed by the Purchaser as a breach of contract sufficient to cancel this agreement at the discretion of the Purchaser.
- 2) **Excise and Sales Tax:** The prices herein must not include any Federal excise taxes or sales taxes imposed by any State or Municipal Government. Such taxes, if included, must be deducted by the Seller when submitting invoice for payment.
- 3) **Invoices:** Invoices for services must be submitted within 45 days after completion of Services. Payment will be delayed if the invoice fails to reference PO number, ordering department, unit prices, quantities, totals, and a full description of the order that matches the PO. Invoices may be emailed to [ap@ci.dearborn.mi.us](mailto:ap@ci.dearborn.mi.us). The City's preferred method of payment is by Automated Clearing House (ACH).
- 4) **Payment Terms:** Payment will be 2%/10, Net 30 unless otherwise specified by the City of Dearborn.
- 5) **IRS Form W-9:** Seller must have on file with the City of Dearborn an IRS Form W-9 before Purchaser will issue any payment to Seller.
- 6) **Compliance with Laws:** Contractor represents and warrants that the performance of this order and the furnishing of goods or services required shall be in accordance with the applicable standards, provisions and stipulations of all pertinent Federal, State or City of Dearborn laws, rules, regulations, resolutions, and ordinances including but not limited to the Fair Labor Standards Act, the Equal Employment Opportunity rules and regulations, the Transportation Safety Act and the Occupational Safety and Health Acts.
- 7) **Iran Economic Sanctions Act:** Further, Contractor certifies it is in compliance with in the State of Michigan's Iran Economic Sanctions Act and is not an Iran linked business. By signing this document, I certify and agree on behalf of myself and the company submitting this bid/proposal the following:
  - (1) that I am duly authorized to legally bind the company submitting this bid; and
  - (2) that the company submitting this bid is not an "Iran-linked business," as that term is defined in Section 2(e) of the Iran Economic Sanctions Act, being Michigan Public Act No. 517 of 2012; and
  - (3) That I and the company submitting this bid will immediately comply with any further certifications or information submissions requested by the City in this regard.
- 8) **Amendments:** No amendment, modification or supplement to this contract shall be binding unless it is in writing and signed by authorized representatives of the parties.
- 9) **Termination:** When in the City of Dearborn's best interest, the City of Dearborn may unilaterally cancel this agreement at any time, whether or not the Contractor is in default of any of its obligations hereunder. Under any such cancellation, the Contractor agrees to waive any claim for damages, including loss of anticipated profit on account hereof. However, the City of Dearborn agrees that the Contractor shall be paid for items and/or services already accepted by City of Dearborn, but in no event shall the City of Dearborn be liable for any loss of profits on the order or portion thereof so terminated. Either party may terminate this agreement at any time for the failure of the other to comply with any of its material terms and conditions.
- 10) **Waiver of Breach:** No waiver by either party of any breach of any of the covenants or conditions herein contained performed by the other party shall be construed as a waiver of any succeeding breach of this same or of any other covenant or condition.
- 11) **Records and Right to Audit:** Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction at during normal business working hours. The City's representative or an outside representative engaged by City may perform such audits. The City or its designee may conduct such audits or inspections throughout the term of this contract and for a period of three years after final payment or longer if required by law.

- a. Contractor's "records" as referred to in this contract shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in the City's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful proposers, proposal recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other contractor records which may have a bearing on matters of interest to the City in connection with the contractor's dealings with the City (all foregoing hereinafter referred to as "records") to the extent necessary to adequately permit evaluation and verification of: a) contractor compliance with contract requirements, b) compliance with the City's Charter and policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the contractor or his payees.
  - b. Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by including the requirements hereof in a written contract agreement between Contractor and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Contractor will cooperate fully and will cancel Related Parties and all of Contractor's subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to the City from time to time whenever requested in an expeditious manner any and all such information, materials and data.
  - c. The City's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.
  - d. If an audit inspection or examination in accordance with this Article, discloses overpricing or overcharges (of any nature) by the contractor to the City in excess of one-half of one percent (.5%) of the total contract billings the reasonable actual cost of the City's audit shall be reimbursed to the City by the Contractor. Any adjustments and/or payments which must be made as a result of any such audit or inspection of the contractor's invoices and/or records shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the City's findings to Contractor.
- 12) **Complete Agreement:** The parties agree that the conditions of this transaction stated herein or attachments hereto set forth their entire agreement and there are no promises or understandings other than those stated herein, and that any prior negotiations between the Client and Consultant or terms or conditions of sales set forth in the Consultant's quotation or order or sales acknowledgement shall not constitute a part of the agreement between the Client and Consultant concerning this transaction. The term "agreement" as used in this clause shall include any future written amendments, modifications, or supplements made in accordance herewith.
- 13) **Liability and Indemnity:** Contractor agrees to protect, defend, reimburse, indemnify and hold the City of Dearborn, its officers, affiliates, employees and agents harmless at all times from and against any and all claims, liabilities, expenses, losses, demands, damages, fines and causes of action of every kind and character made, incurred, sustained or initiated by any party hereto, any party acquiring any interest hereunder, any agent or employee of any party hereto, any third or other party whomsoever, or any governmental agency, arising out of, incident to, or in connection with

this contract, or in the performance, nonperformance or purported performance of the work or services or breach of the terms hereof in an amount not to exceed the degree of fault attributed to the Contractor and/or its sub-consultants and sub-contractors.

- 14) **Records:** The City of Dearborn reserves the right to inspect all documents relating to this agreement for up to three (3) years after expiration.
- 15) **Insurance:** The Contractor, at its own expense and in its own name must provide and keep in force during the term of this Agreement, insurance coverage with limits not less than indicated in the Special Instructions, Terms and Conditions or as otherwise agreed.
- 16) **Noncompliance:** Failure to deliver in accordance with specifications will be cause for the City of Dearborn to cancel the contract or any part thereof and purchase on the open market, charging any additional cost to the Contractor.
- 17) **Protection of Resident Workers:** The City of Dearborn supports the Immigration and Nationality Act (INA) which includes provisions addressing employment eligibility, employment verification and non-discrimination. The contractor is held responsible to establish appropriate procedures and controls so no services under this contract will be performed by any worker who is not legally eligible to perform such services. The City of Dearborn shall have the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily with respect to its employment practices in support of INA.
- 18) **Non-Discrimination Clause:** The proposer agrees not to discriminate against any employee or applicant for employment, to be employed in the performance of such contract, with respect to hire, tenure, terms, conditions or privileges, of employment, or any matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 220 and Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Handicapper's Civil Rights Act" and the Michigan Elliott Larson Civil Rights Act." The proposer further agrees to require similar provisions from any subcontractors, or suppliers.
- 19) **Subcontracting:** The use of a subcontractor is subject to the written approval of the of the City of Dearborn.
- 20) **Use of the City Seal:** Contractors are prohibited from using the official Seal of the City of Dearborn in this Proposal or in any other manner.
- 21) **Legal Proceedings:** Any legal proceedings shall be resolved in Michigan courts.
- 22) **Federally Funded Purchases:** Purchases using federal funds are subject to eligibility verifications through the System for Award Management (SAM) prior to award.

**REQUIRED FORMS**

PROPOSAL FORM ..... Pages 17 & 18

EXCEPTIONS AND ALTERNATIVES FORM ..... Page 19

VERIFICATION OF MINIMUM QUALIFICATIONS FORM ..... Page 20

BUSINESS INFORMATION QUESTIONNAIRE ..... Pages 21 & 22

SUBCONTRACTOR FORM..... Pages 23 & 24

ETHICS IN CONTRACTING VENDOR FORM ..... Pages 25 & 26



## PROPOSAL FORM

**Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without any further evaluation.**

### **OFFER TO: CITY OF DEARBORN:**

The Undersigned hereby offers and agrees to furnish the goods and/or services in compliance with all terms, scope of work, conditions, specifications, and addenda in the Request for Proposal.

### **ADDENDA:**

The undersigned has read, understands and is fully cognizant of the Information to Respondents, Offer, and all Exhibits thereto, together with any written addendum issued in connection with any of the above. The undersigned hereby acknowledges receipt of the following addendum(s): \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_ (write "none" if none). In addition, the undersigned has completely and appropriately filled out all required forms.

### **OBLIGATION:**

The undersigned, by submission of this Offer, hereby agrees to be obligated, if the Offer is accepted by the City of Dearborn, to enter into a Contract to provide the stated goods and/or services for the term as stated herein in accordance with the Scope of Work, Specifications, and Terms and Conditions, together with any written Addenda as specified above and any negotiated terms. If this offer is accepted and signed by the City of Dearborn, this RFP document, together with any written Addenda and any negotiated terms shall be (collectively) the contract.

### **COMPLIANCE:**

The undersigned hereby accepts all administrative requirements of the RFP and will be in compliance with such requirements. By submitting this Proposal Form, the Respondent represents that:

1. The Respondent is in compliance with any applicable provisions of the City's Charter and Code of Ordinances.
2. If awarded a contract, the Respondent will comply with the City's Charter and Code of Ordinances. These documents can be found on the City of Dearborn's website on the City Clerk's page.

### **NON-COLLUSION:**

The undersigned, by submission of this Proposal Form and other required forms, hereby declares that this Proposal is made without collusion with any other business making any other Proposal, or which otherwise would make a Proposal.

### **PERFORMANCE GUARANTEE:**

The undersigned further agrees that if awarded the Contract, it will submit to the City any required type of guarantee (i.e. irrevocable letter of credit or cash deposit).

### **SUBMITTAL REQUIREMENTS:**

The undersigned certifies it has attached a complete response to each of the submittal requirements listed in the Evaluation Criteria and Submittal Requirements section of this RFP.

**No proposal may be accepted which has not been signed in the appropriate space below:****I certify, under penalty of perjury, that I have the legal authorization to bind the firm hereunder:**

_____ Company Name			For clarification of this offer, contact:	
_____ Address			Name: _____	
_____ City                      State                      Zip			Phone: _____	
_____ Signature of Person Authorized to Sign			Fax: _____	
_____ Printed Name			Email: _____	
_____ Title			Accounting Contact person: _____	
_____ Date			Phone: _____ Fax _____	

**ACCEPTANCE OF OFFER:**

(To Be Completed By the City of Dearborn)

The Offer is hereby accepted for engineering services with a value not expected to exceed  
\$\_\_\_\_\_.

The Contractor is now bound to provide the materials or services listed in the Request for Proposal, including all terms, conditions, scope, specifications, amendments, etc., as accepted by the City of Dearborn including any negotiated terms and conditions not explicitly mentioned in this RFP or in the offer as submitted by the Contractor (such items shall be attached to this contract as applicable).

This contract shall henceforth be referred to as \_\_\_\_\_. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives a purchase order and/or a written notice to proceed from the City of Dearborn.

**COUNTERSIGNED:****APPROVED AS TO FORM BY:**

\_\_\_\_\_  
Abdullah H. Hammoud, Mayor                      Date  
(or designee)

\_\_\_\_\_  
City of Dearborn Corporation Counsel                      Date

***If the total dollar value of this solicitation is below the City of Dearborn Council threshold, the Mayor and Corporation Council Signatures are not required. A Purchase Order will serve as the notice of acceptance/notice to proceed and will be subject to all terms and conditions as stated in this document.***

EXCEPTIONS AND ALTERNATIVES FORM

Failure to complete this form may result in your Proposal being deemed nonresponsive and rejected without any further evaluation.

Proposers are to comply with all requirements of this solicitation, otherwise the proposal may be deemed nonresponsive. Exceptions may be considered if they are presented with the proposal and if the City determines that the exception does not materially alter the intent of this solicitation or that it exceeds the requirements of this solicitation.

☐ No Exceptions Taken

☐ Exceptions Taken – See attached\*

*\*Please note that if any exceptions are taken, all required information must be submitted as an attachment*

In the event the Proposer takes exception to any language in this solicitation, they may set forth alternatives by presenting each exception separately by stating:

- a) The specific item or clause for which an exception is requested (citing the page and item number).
- b) The suggested change to the exception, inclusive of proposed new language if applicable.
- c) An explanation as to how the proposed change would benefit the City and/or why the exception is necessary.

*Except as may be indicated above, Proposer is in complete agreement with this entire solicitation including any proposed terms, conditions and business arrangements described herein.*

By \_\_\_\_\_  
(Authorized Signature) Date

\_\_\_\_\_  
(Title)

VERIFICATION OF MINIMUM QUALIFICATIONS FORM

Failure to complete this form may result in your Proposal being deemed non-responsive and rejected without further evaluation.

1. Client Name:\_\_\_\_\_ Title: \_\_\_\_\_  
Client Contact \_\_\_\_\_ E-mail\_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Services performed from and to (dates): \_\_\_\_\_

2. Client Name:\_\_\_\_\_ Title: \_\_\_\_\_

Client Contact \_\_\_\_\_ E-mail\_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Services performed from and to (dates): \_\_\_\_\_

3. Client Name:\_\_\_\_\_ Title: \_\_\_\_\_

Client Contact \_\_\_\_\_ E-mail\_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Services performed from and to (dates): \_\_\_\_\_

4. Client Name:\_\_\_\_\_ Title: \_\_\_\_\_

Client Contact \_\_\_\_\_ E-mail\_\_\_\_\_

Contact Phone Number: \_\_\_\_\_

Services performed from and to (dates): \_\_\_\_\_

Attach additional pages if necessary.

**BUSINESS INFORMATION QUESTIONNAIRE**

**Failure to complete this form may result in your Proposal being deemed nonresponsive and rejected without any further evaluation.**

NAME OF COMPANY \_\_\_\_\_

PRINCIPAL OFFICE ADDRESS \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**DUNS# AND/OR CCR** (if applicable) # \_\_\_\_\_

FORM OF OWNERSHIP (Check One)

Corporation ( )    LLC ( )    Joint Venture ( )

State of Incorporation/Registration \_\_\_\_\_ Date of Incorporation/Registration \_\_\_\_\_

Partnership ( )    If Partnership, select one of the following:    Limited ( ) or General ( )

Individual ( )

**LIST OF PARTNERS, PRINCIPALS, CORPORATE OFFICERS OR OWNERS**

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**LIST OF CORPORATE DIRECTORS**

Principal Business Affiliation

<u>Name</u>	<u>Other Than Respondent Directorship</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

HAS YOUR COMPANY OPERATED UNDER ANY DIFFERENT NAMES IN THE PAST FIVE (5) YEARS? **YES / NO** IF YES, PLEASE IDENTIFY THE NAME(S) UNDERWHICH YOUR COMPANY HAS OPERATED: \_\_\_\_\_

ADDITIONAL INFORMATION REQUIRED BY THE CITY

LIST OF PRINCIPAL STOCKHOLDERS (i.e., those holding 5% or more of the outstanding stock)

<u>Name</u>	<u>Address</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

FINANCIAL DISCLOSURE/CONFLICTS OF INTEREST: Identify any contract(s), including any contract involving a personal, familial, employment or consulting relationship, which the firm, or its partners, principals, corporate officers or owners currently has with the City of Dearborn, or with any of its council members or officers.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

LATEST CREDIT RATING (Specify if other than Dun and Bradstreet)

\_\_\_\_\_

I hereby certify that the foregoing business information is true, correct and complete to the best of (my/our) knowledge and belief:

\_\_\_\_\_  
(Name of Company)

By \_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Signature) Date

\_\_\_\_\_  
(Title)

**SUBCONTRACTOR FORM**

**Failure to complete this form may result in your Proposal being deemed nonresponsive and rejected without any further evaluation.**

**Are there any subcontractors to be utilized under this contract?**

- ☐ YES - You must complete both pages.
- ☐ NO - You must complete only this page.

**ACKNOWLEDGED BY:**

Firm: \_\_\_\_\_

Name: \_\_\_\_\_  
(Authorized Representative)

Title: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

SUBCONTRACTOR FORM Continued

(If you have more than one Subcontractor, make additional copies as needed)

Prime Contractor \_\_\_\_\_

State relationship, if any, between Prime Contractor and each Subcontractor: \_\_\_\_\_  
\_\_\_\_\_

**NOTE:** Both the Prime Contractor/Consultant and Subcontractor must sign this form appropriately.

\_\_\_\_\_  
**Subcontractor:** \_\_\_\_\_ Fed Tax ID \_\_\_\_\_

Address: \_\_\_\_\_ P.O. Box \_\_\_\_\_

City: \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip: \_\_\_\_\_

Phone:(\_\_\_\_\_) \_\_\_\_\_ Fax:(\_\_\_\_\_) \_\_\_\_\_

Owners/Partners/Corporate Directors/Principal Stockholders (>5% stock holdings): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work to perform: \_\_\_\_\_

Subcontract Amount \$ \_\_\_\_\_ Percent of Contract \_\_\_\_\_ %

**ACKNOWLEDGED BY:**

*I acknowledge that all the above information has been completely filled out and is true.*

SUBCONTRACTOR

\_\_\_\_\_  
Authorized Signature Name & Title Date

*I acknowledge that all the above information has been completely filled out and is true.*

PRIME CONTRACTOR \_\_\_\_\_  
Authorized Signature Name & Title Date



**ETHICS IN CONTRACTING VENDOR FORM****(DISCLOSURE OF RELATIONSHIPS WITH CITY OF DEARBORN CONTRACT MANAGERS BY OWNERS, OFFICERS AND KEY PERSONNEL OF BUSINESS)**

**Failure to complete this form may result in your Proposal being deemed nonresponsive and rejected without any further evaluation.**

- This form must be completed by a person holding a key position in the business, such as an officer, director, trustee, partner, senior engineer or sales manager and have influence in making this proposal or response or in performing the contract if the City of Dearborn (City) awards it to your business.
- Please fill out this form to the best of your knowledge and belief.
- Detach and make additional copies of this form if needed.
- If you are unsure about what to disclose, contact the Purchasing Division at (313) 943-2375.
- You are not required to question family members beyond what you already know of their affairs.
- Submit this form with your bid/quote/proposal. A copy will be kept on file by the Purchasing Agent.
- If you fail to fully disclose the required information below, the City may terminate your contract if your business is awarded one.
- If you are awarded a contract and changes occur that would impact your responses below, it is your responsibility to update and resubmit this form.

1. Are you a City employee or an immediate family member of a City employee? Yes ☐ No ☐

If Yes: Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

2. Without any further inquiry, are you aware if your business has employed a City employee or an immediate family member of a City employee within the previous twelve (12) months? Yes ☐ No ☐

If Yes: Name of Employee: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

3. Without any further inquiry, are you aware if your business has discussed hiring a City contract manager or an immediate family member of a City contract manager within the previous twelve (12) months?  
Yes ☐ No ☐

If Yes: Name of Contract Manager: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

4. Do you and a contract manager each have a financial interest in one or more of the same business ventures? Yes ☐ No ☐

If Yes: Name of Contract Manager: \_\_\_\_\_  
Department: \_\_\_\_\_ Title: \_\_\_\_\_

**ETHICS CERTIFICATION**

I certify that I have disclosed all information within my knowledge, which is required by this disclosure form.

Name: (Please print): \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Company Name: \_\_\_\_\_

Last Four Digits of Company Tax ID #: \_\_\_\_ \_

**ETHICS DEFINITIONS****Contract Manager**

An elected or appointed City of Dearborn official or a key employee identified as having significant discretion over City contracts.

**Immediate Family**

Your spouse, children, parents, brothers and sisters.

**Financial Interest**

- Ownership of any interest or involvement in any relationship, which results in the receipt in \$500 or more per year.
- Holding a key position in a business such as officer, director, trustee, partner, member, shareholder or sales manager. Exceptions: Officers who serve without compensation on the boards of charitable organizations.
- Receipt of any financial benefit, whether direct or indirect.

**ATTACHMENT 1:**  
**Federal Compliance**  
**Requirements**

## **OTHER REQUIREMENTS TO COMPLY WITH FEDERAL STATUTES, REGULATIONS AND TERMS AND CONDITIONS OF THE FEDERAL AWARD**

The CDBG-DR funds available to the Contractor through this agreement constitute a subaward of the Grantee's Federal award under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. This agreement includes terms and conditions of the Grantee's Federal award that are imposed on the Contractor, and the contractor agrees to carry out its obligations in compliance with all of the obligations described in this agreement.

### **A. General Compliance**

The Contractor shall comply with all applicable provisions of the Housing and Community Development Act of 1974, as amended, and the regulations at 24 CFR part 570, as modified by the Federal Register notices that govern the use of CDBG-DR funds available under this agreement. These Federal Register notices include, but are not limited to, Federal Register, Volume 87, No.100, Tuesday, May 24, 2022 and Federal Register, Volume 88, No. 11, Wednesday, January 18, 2023. Notwithstanding the foregoing, (1) the Contractor does not assume the any of Grantee's responsibilities for environmental review, decision-making, and action, described in 24 CFR part 58 and (2) the Contractor does not assume any of the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. The Contractor shall also comply with all other applicable Federal, state and local laws, regulations, and policies that govern the use of the CDBG-DR funds in complying with its obligations under this agreement, regardless of whether CDBG-DR funds are made available to the Contractor on an advance or reimbursement basis.

### **B. Duplication of Benefits**

The Contractor shall not carry out any of the activities under this agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 USC 5155) and described in Appropriations Act. The Contractor must comply with HUD's requirements for duplication of benefits, imposed by Federal Register notice on the Grantee, which are identical to Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act. The Contractor shall carry out the activities under this agreement in compliance with the Grantee's procedures to prevent duplication of benefits.

### **C. Drug Free Workplace**

Drug-free workplace. Contractors must comply with drug-free workplace requirements in Subpart B of part 2429, which adopts the governmentwide implementation (2 CFR part 182) of sections 5152-5158 of the Drug- Free Workplace Act of 1988 (Pub. L. 100-690, Title V, Subtitle D; 41 U.S.C. 701-707).

### **D. Insurance and Bonding**

The Contractor shall comply with the bonding and insurance requirements of 24 CFR §310 and §200.326.

## **E. Uniform Administrative Requirements, Cost Principles, Audit Requirements for Federal Awards**

The Contractor shall comply with the applicable provisions in 2 CFR part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR part 200. These provisions include:

### **1. Financial & Program Management**

The Contractor shall expend and account for all CDBG-DR funds received under this agreement in accordance with 2 CFR part 200, including subpart D, which covers Standards for Financial and Program Management.

### **2. Costs incurred, whether charged on a direct or an indirect basis, must be in conformance with 2 CFR part 200, subpart E. All items of cost listed in 2 CFR part 200, subpart E, that require prior Federal agency approval are allowable without prior approval of HUD to the extent they comply with the general policies and principles stated in 2 CFR part 200, subpart E and are otherwise eligible under this agreement, except for the following:**

(i) Depreciation methods for fixed assets shall not be changed without the approval of the Federal cognizant agency.

(ii) Fines, penalties, damages, and other settlements are unallowable costs to the CDBG program.

(iii) Costs of housing (e.g., depreciation, maintenance, utilities, furnishings, rent), housing allowances and personal living expenses (goods or services for personal use) regardless of whether reported as taxable income to the employees (2 CFR 200.445);

(iv) Organization costs (2 CFR 200.455); and

(v) Pre-Award Costs, as limited by this agreement.

## **F. Documentation and Record Keeping**

### **1. Records to be Maintained**

The Contractor shall establish and maintain records sufficient to enable the Grantee to (1) determine whether the Contractor has complied with this agreement, applicable Federal statutes and regulations, and the terms and conditions of the Grantee's Federal award and (2) satisfy recordkeeping requirements applicable to the Grantee. These records include the records described in Section III. of this agreement, Scope of Service

At a minimum, the Contractor shall maintain records required by:

Contractor shall maintain records required by 24 CFR 570.506 as if the requirements in 24 CFR 570.506 were directly imposed upon the Contractor.

To comply with 24 CFR 570.490 the Contractor agrees to maintain records sufficient to enable HUD to make the determinations described at 24 CFR 570.493, and maintains any records necessary for fair housing and equal opportunity purposes.

The Contractor shall maintain financial records as required by 24 CFR 570.502, and 2 CFR part 200, including records necessary to demonstrate compliance with all applicable procurement requirements; and other records necessary to document compliance with this agreement, any other applicable Federal statutes and regulations, and the terms and conditions of Grantee's Federal award.

**2. Access to Records**

The Contractor shall permit the Grantee and auditors to have access to the Contractor's records and financial statements as necessary for the Grantee to meet its audit requirements under the Federal award and comply with 2 CFR 200.336, 24 CFR 200.331(b), and 24 CFR 570.508.

**3. Record Retention and Transmission of Records to the Grantee**

Prior to grant closeout of this agreement, the Contractor must transmit to the Grantee records sufficient for the Grantee to demonstrate that all costs under this agreement met the requirements of the Federal award.

Contractor shall retain financial records, supporting documents, statistical records, and all other Contractor records pertinent to this agreement and Contractor subaward for the longer of 3 years after the expiration or termination of this agreement, or 3 years after the submission of the Grantee's annual performance and evaluation report, as prescribed in § 91.520 of this title or in the applicable Federal Register notices governing the use of the funds, in which the specific activity is reported on for the final time.

The preceding requirement is however, subject to the following exceptions:

(i) Records for activities subject to the reversion of assets provisions at 24 CFR § 570.503(b)(7) or change of use provisions at 24 CFR § 570.505 must be maintained for as long as those provisions continue to apply to the activity, otherwise, records for real property and equipment acquired under this agreement must be retained for 3 years after final disposition;

(ii) Records for individual activities for which there are outstanding loan balances, other receivables, or contingent liabilities must be retained until such receivables or liabilities have been satisfied;

(iii) If any litigation, claim, or audit is started before the expiration of the 3-year period, the records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;

(iv) When the Contractor is notified in writing by HUD, the cognizant agency for audit as defined in 2 CFR 200.1, the oversight agency for audit as defined in 2 CFR 200.1, the cognizant agency for indirect costs as defined in 2 CFR 200.1, or the Grantee, the Contractor shall extend the retention period consistent with the notification;

(v) When records are transferred to or maintained by HUD or the Grantee, the 3-year retention requirement is not applicable to the Contractor;

(vi) (If the Grantee is required to report on program income after the period of performance) The retention period for the records pertaining to the earning of the

program income (as defined in this agreement) starts from the end of the Grantee's fiscal year in which the program income is earned; and

(vii) For indirect cost rate computations or proposals, cost allocation plans, and any similar accounting computations of the rate at which a particular group of costs is chargeable (such as computer usage chargeback rates or composite fringe benefit rates), and their supporting records:

a. If submitted for negotiation. If the proposal, plan, or other computation is required to be submitted to the Federal Government (or to the Grantee) to form the basis for negotiation of the rate, then the 3-year retention period for its supporting records starts from the date of such submission.

b. If not submitted for negotiation. If the proposal, plan, or other computation is not required to be submitted to the Federal Government (or to the Grantee) for negotiation purposes, then the 3-year retention period for the proposal, plan, or computation and its supporting records starts from the end of the fiscal year (or other accounting period) covered by the proposal, plan, or other computation.]

#### **4. Client Data and Other Sensitive Information**

The Contractor is required to maintain data demonstrating client eligibility for activities provided under this agreement. Such data may include, but not be limited to, client name, address, income level or other basis for determining eligibility, and description of activities provided.

The Contractor must comply with 2 CFR §200.303 and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 CFR 200.1, and other information HUD or the Grantee designates as sensitive or the Contractor considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

#### **G. Grant Closeout**

The Contractor shall closeout its use of the CDBG-DR funds and its obligations under this agreement by complying with the closeout procedures in 2 CFR § 200.344. Activities during this close-out period may include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

Notwithstanding the terms of 2 CFR § 200.344, upon the expiration of this agreement, the Contractor shall transfer to the recipient any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of CDBG funds, further, any real property under the Contractor control that was acquired or improved in whole or in part with CDBG funds (including CDBG funds provided to the Contractor in the form of a loan) shall be treated in accordance with 24 CFR 570.503(b)(7).

## **H. Audits, Inspections, and Monitoring**

### **1. Single Audit**

The Contractor must be audited as required by 2 CFR part 200, subpart F when it is expected that the Contractor's Federal awards expended during the respective fiscal year equaled or exceeded the threshold set forth in §200.501 Audit requirements.

### **2. Inspections and Monitoring**

The Contractor shall permit the Grantee and auditors to have access to the Contractor's records and financial statements as necessary for the Grantee to meet the requirements of 2 CFR part 200.

The Contractor must submit to monitoring of its activities by the Grantee as necessary to ensure that the subaward is used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this agreement.

This review must include: (1) reviewing financial and performance reports required by the Grantee; (2) following-up and ensuring that the Contractor takes timely and appropriate action on all deficiencies pertaining to the Federal award provided to the Contractor from the Grantee detected through audits, on-site reviews, and other means; and (3) issuing a management decision for audit findings pertaining to this Federal award provided to the Contractor from the Grantee as required by 2 CFR §200.521.

### **3. Corrective Actions**

The Grantee may issue management decisions and may consider taking enforcement actions if noncompliance is detected during audits. The Grantee may require the Contractor to take timely and appropriate action on all deficiencies pertaining to the Federal award provided to the contractor from the pass-through entity detected through audits, on-site reviews, and other means. In response to audit deficiencies or other findings of noncompliance with this agreement, Grantee may impose additional conditions on the use of the CDBG-DR funds to ensure future compliance, or provide training and technical assistance as needed to correct noncompliance.

The Contractor shall be subject to reviews and audits by the Grantee, including onsite reviews of the Contractor as may be necessary or appropriate to meet the requirements of 42 U.S.C. 5304(e)(2).

## **I. Procurement and Contractor Oversight**

The Contractor shall comply with the procurement standards in 2 CFR §200.318 - §200.326 when procuring property and services under this agreement.

The Contractor shall impose the Contractor's obligations under this agreement on its contractors, specifically or by reference, so that such obligations will be binding upon each of its contractors.

The Contractor must comply with CDBG regulations regarding debarred or suspended entities at insert 24 CFR 570.609. CDBG funds may not be provided to excluded or disqualified persons.



The Contractor shall maintain oversight of all activities under this agreement and shall ensure that for any procured contract or agreement, its contractors perform according to the terms and conditions of the procured contracts or agreements, and the terms and conditions of this agreement.

#### **J. Property Standards**

Real property acquired by the Contractor under this agreement shall be subject to 24 CFR 570.505 and the Contractor shall also comply with the Property Standards at 2 CFR 200.310, 2 CFR 200.312, 2 CFR 200.314 through 2 CFR 200.316. The Contractor shall also comply with 2 CFR 200.313 Equipment, except that when the equipment is sold, the proceeds shall be program income, and equipment not needed by the Contractor for activities under this agreement shall be transferred to the Grantee for its CDBG-DR program or shall be retained after compensating the Grantee.

#### **K. Federal Funding Accountability and Transparency Act (FFATA)**

The Contractor shall comply with the requirements of 2 CFR part 25 Universal Identifier and System for Award Management (SAM). The grantee must have an active registration in SAM in accordance with 2 CFR part 25, appendix A, and must have a Data Universal Numbering System (DUNS) number. The grantee must also comply with provisions of the Federal Funding Accountability and Transparency Act, which includes requirements on executive compensation, and 2 CFR part 170 Reporting Subaward and Executive Compensation Information.

#### **L. Nondiscrimination**

##### **1. 24 CFR part 6**

The Contractor will comply with 24 CFR part 6, which implements the provisions of section 109 of title I of the Housing and Community Development Act of 1974 (Title I) (42 U.S.C. 5309). Section 109 provides that no person in the United States shall, on the ground of race, color, national origin, religion, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with Federal financial assistance.

The Contractor will adhere to the prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. 6101-6107) (Age Discrimination Act) and the prohibitions against discrimination on the basis of disability under section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794) (Section 504). Section 109 of the HCDA makes these requirements applicable to programs or activities funded in whole or in part with CDBG-DR funds. Thus, the Contractor shall comply with regulations of 24 CFR part 8, which implement Section 504 for HUD programs, and the regulations of 24 CFR part 146, which implement the Age Discrimination Act for HUD programs.

##### **2. Architectural Barriers Act and the Americans with Disabilities Act**

The Contractor shall ensure that its activities are consistent with requirements of Architectural Barriers Act and the Americans with Disabilities Act.

The Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) requires certain Federal and Federally funded buildings and other facilities to be designed, constructed, or altered in accordance with standards that insure accessibility to, and use by, physically handicapped people. A building or facility designed,

constructed, or altered with funds allocated or reallocated under this part after December 11, 1995, and that meets the definition of "residential structure" as defined in 24 CFR 40.2 or the definition of "building" as defined in 41 CFR 101-19.602(a) is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151-4157) and shall comply with the Uniform Federal Accessibility Standards (appendix A to 24 CFR part 40 for residential structures, and appendix A to 41 CFR part 101-19, subpart 101-19.6, for general type buildings).

The Americans with Disabilities Act (42 U.S.C. 12131; 47 U.S.C. 155, 201, 218 and 225) (ADA) provides comprehensive civil rights to individuals with disabilities in the areas of employment, public accommodations, State and local government services, and telecommunications. It further provides that discrimination includes a failure to design and construct facilities for first occupancy no later than January 26, 1993, that are readily accessible to and usable by individuals with disabilities. Further, the ADA requires the removal of architectural barriers and communication barriers that are structural in nature in existing facilities, where such removal is readily achievable—that is, easily accomplishable and able to be carried out without much difficulty or expense.

The Contractor shall comply with the laws, regulations, and executive orders referenced in 24 CFR 570.607 regarding employment and contracting to the extent they are applicable.

3. Title VI of the Civil Rights Act of 1964 (24 FR part 1)

(i) General Compliance:

The Contractor shall comply with the requirements of Title VI of the Civil Rights Act of 1964 (P.L. 88-352), as amended and 24 CFR 570.601 and 570.602. No person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity funded by this agreement. The specific nondiscrimination provisions at 24 CFR 1.4 apply to the use of these funds. The Contractor shall not intimidate, threaten, coerce, or discriminate against any person for the purpose of interfering with any right or privilege secured by title VI of the Civil Rights Act of 1964 or 24 CFR part 1, or because he has made a complaint, testified, assisted, or participated in any manner in an investigation, proceeding, or hearing under 24 CFR part 1. The identity of complainants shall be kept confidential except to the extent necessary to carry out the purposes of 2 CFR part 1, including the conduct of any investigation, hearing, or judicial proceeding arising thereunder.

(ii) Assurances and Real Property Covenants:

As a condition to the approval of this Agreement and the extension of any Federal financial assistance, the Contractor assures that the program or activities described in this Agreement will be conducted and the housing, accommodations, facilities, services, financial aid, or other benefits to be provided will be operated and administered in compliance with all requirements imposed by or pursuant to this part 1.

If the Federal financial assistance under this agreement is to provide or is in the form of personal property or real property or interest therein or structures thereon, the Contractor's assurance herein shall obligate the Contractor or, in the

case of a subsequent transfer, the transferee, for the period during which the property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits, or for as long as the recipient retains ownership or possession of the property, whichever is longer. In all other cases the assurance shall obligate the Contractor for the period during which Federal financial assistance is extended pursuant to the contract or application.

This assurance gives the Grantee and the United States a right to seek judicial enforcement of the assurance and the requirements on real property.

In the case of real property, structures or improvements thereon, or interests therein, acquired with Federal financial assistance under this Agreement or acquired with CDBG-DR funds and provided to the Contractor Under this Agreement, the instrument effecting any disposition by the Contractor of such real property, structures or improvements thereon, or interests therein, shall contain a covenant running with the land assuring nondiscrimination for the period during which the real property is used for a purpose for which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.

If the Contractor receives real property interests or funds or for the acquisition of real property interests under this Agreement, to the extent that rights to space on, over, or under any such property are included as part of the program receiving such assistance, the nondiscrimination requirements of this part 1 shall extend to any facility located wholly or in part in such space.

#### 4. Affirmative Action

##### (i) Approved Plan

The Contractor agrees that it shall carry out pursuant to the Grantee's specifications an Affirmative Action Program in compliance with the President's Executive Order 11246 of September 24, 1966, as amended, and implementing regulations at 41 chapter 60. The Grantee shall provide Affirmative Action guidelines to the Contractor to assist in the formulation of such program. The Contractor shall submit a plan for an Affirmative Action Program for approval prior to the release of funds under this agreement.

##### (ii) Women- and Minority-Owned Businesses (W/MBE)

The Contractor shall take the affirmative steps listed in 2 CFR 200.321(b)(1) through (5) to assure that minority businesses, women's business enterprises, and labor surplus area firms are used, when possible, when the Contractor procures property or services under this agreement.

##### (iii) Notifications

The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Contractor's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(iv) Equal Employment Opportunity and Affirmative Action (EEO/AA) Statement

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that it is an Equal Opportunity or Affirmative Action employer.

**M. Labor and Employment**

1. Labor Standards

The Contractor shall comply with the in labor standards in Section 110 of the Housing and Community Development Act of 1974, as amended and ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed in whole or in part with assistance received under this agreement shall be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis- Bacon Act, as amended (40 U.S.C. 3141, et seq.), and 29 CFR part 1, 3, 5, 6, and 7, provided, that this requirement shall apply to the rehabilitation of residential property only if such property contains not less than 8 units.

The Contractor agrees to comply with the Copeland Anti- Kick Back Act (18 U.S.C. 874) and its implementing regulations of the U.S. Department of Labor at 29 CFR part 3 and part 5. The Contractor shall maintain documentation that demonstrates compliance with applicable hour and wage requirements. Such documentation shall be made available to the Grantee for review upon request.

**N. Section 3 of the Housing and Urban Development Act of 1968**

1. Compliance

The Contractor shall comply with the provisions of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 USC 1701u, and implementing its implementing regulations at 24 CFR part 75.

To the greatest extent feasible, employment opportunities generated, in whole or in part, by the assistance provided under this Agreement shall be directed toward "Section 3" residents (low and very low income residents; particularly, persons in public assisted housing, persons in the neighborhood served by the Agreement, participants in HUD Youthbuild programs and homeless persons).

**O. Conduct**

1. Hatch Act

The Contractor shall comply with the Hatch Act, 5 USC 1501 – 1508, and shall ensure that no funds provided, nor personnel employed under this agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V of the U.S.C.

**2. Conflict of Interest**

In the procurement of supplies, equipment, construction, and services pursuant to this agreement, the Contractor shall comply with the conflict-of-interest provisions in 2 CFR 200.317 and 200.318. In all cases not governed by 2 CFR 200.317 and 200.318, the Contractor shall comply with the conflict-of-interest provisions in 24 CFR 570.611.

**3. Lobbying Certification**

The Contractor hereby certifies that:

(i) No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

(ii) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;

(iii) shall require that the language of paragraph (a) through (d) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Contractors shall certify and disclose accordingly; and

(iv) This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is required by section 1352, title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**P. Religious Activities**

The Contractor agrees that funds provided under this agreement shall not be utilized for inherently religious activities prohibited by 24 CFR 570.200(j), such as worship, religious instruction, or proselytization.

**Q. Environmental Conditions**

**1. Prohibition on Choice Limiting Activities Prior to Environmental Review**

The Contractor must comply with the limitations in 24 CFR 58.22 even though the Contractor is not delegated the requirement under Section 104(g) of the HCD Act for environmental review, decision-making, and action (see 24 CFR part 58) and is not delegated the Grantee's responsibilities for initiating the review process under the provisions of 24 CFR Part 52. 24 CFR 58.22 imposes

limitations on activities pending clearance, and specifically limits commitments of HUD funds or non-HUD funds by any participant in the development process before completion of the environmental review. A violation of this requirement may result in a prohibition on the use of Federal funds for the activity.

**2. Air and Water**

The Contractor shall comply with the following requirements insofar as they apply to the performance of this agreement:

- Air quality. (1) The Clean Air Act (42 U.S.C. 7401 et. seq.) as amended; particularly section 176(c) and (d) (42 U.S.C. 7506(c) and (d)); and (2) Determining Conformity of Federal Actions to State or Federal Implementation Plans (Environmental Protection Agency—40 CFR parts 6, 51, and 93).
- Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251, et seq., as amended, including the requirements specified in Section 114 and Section 308 of the Federal Water Pollution Control Act, as amended, and all regulations and guidelines issued thereunder;

**3. Flood Disaster Protection**

The Contractor shall comply with the mandatory flood insurance purchase requirements of Section 102 of the Flood Disaster Protection Act of 1973, as amended by the National Flood Insurance Reform Act of 1994, 42 USC 4012a. Additionally, the Contractor shall comply with Section 582 of the National Flood Insurance Reform Act of 1994, as amended, (42 U.S.C. 5154a), which includes a prohibition on the provision of flood disaster assistance, including loan assistance, to a person for repair, replacement, or restoration for damage to any personal, residential, or commercial property if that person at any time has received Federal flood disaster assistance that was conditioned on the person first having obtained flood insurance under applicable Federal law and the person has subsequently failed to obtain and maintain flood insurance as required under applicable Federal law on such property. Section 582 also includes a responsibility to notify property owners of their responsibility to notify transferees about mandatory flood purchase requirements. More information about these requirements is available in the Federal Register notices governing the CDBG-DR award.

**4. Lead-Based Paint**

The Contractor shall comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846), the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851-4856), and implementing regulations at 24 CFR part 35, subparts A, B, J, K, and R, which apply to activities under this agreement.

## **5. Historic Preservation**

The Contractor shall comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended, codified in title 54 of the United States Code, and the procedures set forth in 36 CFR part 800 insofar as they apply to the performance of this agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

### **R. Contract Work Hours and Safety Standards Act ([40 U.S.C. 3701–3708](#))**

Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with [40 U.S.C. 3702](#) and [3704](#), as supplemented by Department of Labor regulations ([29 CFR Part 5](#)). Under [40 U.S.C. 3702](#) of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of [40 U.S.C. 3704](#) are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

### **S. Rights to Inventions Made Under a Contract or Agreement**

If the Federal award meets the definition of “funding agreement” under [37 CFR § 401.2 \(a\)](#) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of [37 CFR Part 401](#), “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

### **T. Debarment and Suspension (Executive Orders 12549 and 12689)**

A contract award (see [2 CFR 180.220](#)) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at [2 CFR 180](#) that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

### **U. Byrd Anti-Lobbying Amendment ([31 U.S.C. 1352](#))**

Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract,



grant or any other award covered by [31 U.S.C. 1352](#). Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### **V. 200.323 - Procurement of recovered materials**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at [40 CFR part 247](#) that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

#### **W. 200.216 - Prohibition on certain telecommunications and video surveillance services or equipment.**

(a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to:

(1) Procure or obtain;

(2) Extend or renew a contract to procure or obtain; or

(3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in [Public Law 115–232](#), section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

(i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).

(ii) Telecommunications or video surveillance services provided by such entities or using such equipment.

(iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

(b) In implementing the prohibition under [Public Law 115–232](#), section 889, subsection (f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.



(c) See [Public Law 115–232](#), section 889 for additional information.

(d) See also [§ 200.471](#).

**X. § 200.322 Domestic preferences for procurements**

(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in [2 CFR part 184](#).

[[85 FR 49543](#), Aug. 13, 2020, as amended at [88 FR 57790](#), Aug. 23, 2023]

**ATTACHMENT 2:**  
**Cost Detail Sheet**

**To be included in CDBG-DR Solicitation documents through the Purchasing  
Department  
Cost Detail Sheet**

Name of Consultant		Date of Proposal	
Street Address		Federal ID Number	
City, State, Zip		Total Price \$	
<b>A. <u>Direct Labor</u> (specify personnel by name)</b> Attach a copy of the scope of services identified in the contract. Each task identified in the scope of services should be assigned an estimated amount of time for completion. The total amount of time identified on the scope of services should correspond to the estimate in this section.			
<b>Personnel Name</b>	<b>Est. No. of Days</b>	<b>Daily Rate</b>	<b>Est. Cost</b>
1.			
2.			
3.			
4.			
<b>5. Total Direct Labor</b>			
	<u>Rate</u>	<u>Base</u>	<u>Est. Cost</u>
<b>B. Overhead/Indirect Costs</b>			
<b>C. Other Direct Costs</b>			
Transportation	Est. # of site visits	Rate	Est. Cost
Per Diem	Est. No. of Days	Daily Rate	Est. Cost
Reproduction	Est. No. of Pages	Page Rate	Est. Cost
Other (specify)			\$
1.			\$
2.			\$
3.			\$
4.			\$
<b>5. Total Other Direct Costs</b>			\$
<b>D. <u>Subcontracts</u></b>			
Name of Subcontractor(s)	Est. No. of Days	Daily Rate	Est. Cost
1.			
2.			
<b>3. Total Subcontractor Costs</b>			
<b>Total Estimated Costs (Line A5+B+C5+D3)</b>			\$
Profit			\$
<b>TOTAL PRICE</b>			\$

# **ATTACHMENT 3:**

## **SAM.gov Information**

1. Sam.gov Information Guide for Contractors
2. Quick Start Guide for Registering a New Entity in SAM.gov
3. Quick Start Guide for Getting a Unique Entity in SAM.gov

# **CITY OF DEARBORN**

## **ECONOMIC DEVELOPMENT DEPARTMENT**

### **\*\*\*\*\* ATTENTION CONTRACTORS\*\*\*\*\***

**BE ADVISED YOU MUST BE REGISTERED AS AN ENTITY ON  
SAM.GOV IN ORDER TO RECEIVE A CONTRACT THROUGH THIS  
SOLICITATION.**

### **[SAM.gov Information Guide for Contractors](#)**

#### **What is SAM.gov?**

The System for Award Management (SAM.gov) is an official website of the U.S. Government. There is no cost to use SAM.gov. You can use this site to:

- Register to do business with the U.S. Government
- Update, renew, or check the status of your entity registration
- Search for entity registration and exclusion records
- Search for assistance listings (formerly CFDA.gov), wage determinations (formerly WDOL.gov), contract opportunities (formerly FBO.gov), and contract data reports (formerly part of FPDS.gov).
- View and submit Bio-Preferred and Service Contract Reports
- Access publicly available award data via data extracts and system accounts

#### **What is an entity?**

At SAM.gov, we use the term “entity” to refer to prime contractors, organizations or individuals applying for assistance awards, those receiving loans, sole proprietors, corporations, partnerships, and any U.S. federal government agencies desiring to do business with the government. Entity can also refer to a party that has been suspended or debarred, is covered by a prohibition or restriction, or is otherwise excluded from doing business with the government.

#### **What are entity registrations?**

You register your entity to do business with the U.S. federal government by completing the entity registration process at SAM.gov. Active registration in SAM.gov provides your entity the ability to apply for federal grants or loans or bid on government contracts.

## **What are exclusions?**

An exclusion identifies a party excluded from receiving federal contracts, certain subcontracts, and certain types of federal financial and non-financial assistance and benefits. If your entity or any of its principals are subject to an active exclusion, it means your entity is currently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any federal agency. Awarding officials check SAM.gov to see if an exclusion exists for your entity. Always contact the issuing agency if you have questions about an exclusion record.

## **The unique entity identifier used in SAM.gov has changed.**

On **April 4, 2022**, the unique entity identifier used across the federal government changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov).

- The Unique Entity ID is a 12-character alphanumeric ID assigned to an entity by SAM.gov.
- As part of this transition, the DUNS Number has been removed from SAM.gov.
- Entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.

## **How to Register and Retrieve Unique Entity Identifier on Sam.gov**

1. **Register** on <https://sam.gov/content/home> to retrieve Unique Entity Identifier.
  - a. If you are uncertain of how to retrieve the UEI, follow the link below <https://www.youtube.com/watch?v=0uv1YNAsINk>



## **Quick Start Guide for Registering a New Entity in SAM.gov**

**In order to become a contractor with the City of Dearborn's Home Rehabilitation Program, you must register first as an entity with SAM.gov.**

### **Introduction and Definitions**

#### **What is SAM.gov?**

You can use SAM.gov to register to do business with the U.S. government. A SAM.gov registration is required to bid on and receive payment for U.S. federal government contracts or to receive federal funds.

Registering includes both entity validation and entity registration. The U.S. federal government only requires registration if your contract is federally funded.

#### **What is entity validation?**

Before you can register your entity, you must validate it. Entity validation confirms an entity's existence, location, and uniqueness. The uniqueness of an entity is based on it being a separate legal entity with a separate physical address.

An entity validation service (EVS) independently verifies the uniqueness of an entity. SAM.gov verifies that there is no existing registration for the entity as part of validation. Once your entity is validated, you will receive a Unique Entity Identifier for it. The Federal Acquisition Regulation (FAR) requires entity validation ([FAR part 52.204-6](#)).

#### **What is a Unique Entity ID?**

SAM.gov assigns a Unique Entity ID to entities when they pass validation in SAM.gov. The Unique Entity ID is a 12-character alphanumeric identifier used in SAM.gov and other federal government systems to identify a unique entity.

#### **What is entity registration?**

An entity registration allows you to apply for U.S. federal government contracts and assistance. You must renew your registration every 365 days for it to remain active. We recommend you begin your renewal 45–60 days before your registration expires to have enough time to validate your entity and complete the registration.

#### **What do I need to get started?**

Registrations require information about your entity including, but not limited to, your:

- Entity's [legal business name](#)

- [Physical address](#)
- [National identifier](#) (if your entity is based outside the United States)
- Entity [start year](#)
- [Tax identification number](#) (TIN)—only needed if your entity pays U.S. taxes
- Banking information—only needed if your entity has a U.S. bank account that you want to use to receive payments
- CAGE or NCAGE code—required for U.S.-based entities that have a CAGE code and for non-U.S.-based entities that have an NCAGE code or are registering to bid on contracts
- Information about the types of goods and services you provide
  - [NAICS codes](#) ([List of NAICS codes](#))
  - [Product and service codes](#) (PSCs) ([List of PSCs](#))
- Entity size (number of employees and worldwide total receipts)
- Entity points of contact

Visit the [Get Started](#) page at SAM.gov to view a checklist to help you prepare for registration. If you already have a Unique Entity ID but have not completed registration, [go to this section](#).

## Set up Your Registration and Validate Your Entity

When you are ready to start a new entity registration, go to SAM.gov and follow these steps:

1. Select the “Sign In” link at the upper right corner of the page. Select “Accept” to accept the U.S. Government System terms. After selecting “Accept,” the system will redirect you to login.gov.
2. Login.gov is a service that manages usernames and passwords for SAM.gov. If you already have a login.gov account, sign in with your credentials. Otherwise, select “Create An Account” and follow the prompts.
3. Once signed in, the system will redirect you to your SAM.gov Workspace.
4. In the “Entities” section in the Workspace, select the “Get Started” button.
5. On the next page is a welcome screen. Select the “Create New Entity” button.
6. The next page will ask, “What is your goal?” Select the option most relevant to you.
7. Select “Next,” and on the next page, answer “Who required your entity to be in SAM.gov?”
8. Select “Next,” and SAM.gov will suggest an option on the next page. You may select the suggested option or choose your own.
9. There are two types of registration purposes: Financial Assistance Awards and All Awards.
  - a. A Financial Assistance Awards registration allows you to apply for financial assistance, such as grants and loans. This type of registration requires less information.
  - b. If you want to bid on contracts and other procurements, select the “All Awards” option. Then, select “Next.” An All Awards registration allows you to bid on contracts and other procurements and apply for financial assistance. This type of registration requires more information.
  - c. The option to “Get a Unique Entity ID Only,” is not an entity registration. It only validates an entity’s legal business name and physical address. You cannot bid directly on federal contracts as a prime contractor or seek federal assistance as a prime awardee if you only have a Unique Entity ID.



10. On the next page, you will be asked, “Are you registering a government entity?”
  - a. Select “No” if you are a for-profit or non-profit business or organization.
  - b. Select “Yes” if you are registering an official organization, department, or institution of a U.S. state, U.S. local, U.S. tribal, U.S. territorial, or foreign government. If you select “Yes,” you will choose your type of government entity on the next page.
11. On the next page, you will be asked, “Do you already have a CAGE code?”
  - a. Select “Yes, and I can provide” if you have a CAGE code. A button will appear that says, “Provide CAGE code.” When you press this button, a window will pop up allowing you to enter and search your CAGE code.
  - b. Select “No, the entity does not have a CAGE code and will receive one through the registration process.”
12. The next page shows your selections from the previous pages. Confirm your choices and select “Next” to continue. Select “Previous” to go back and select different options.
13. The next page summarizes the parts of registration you will go through to complete registration. You can download the guide on this page (or from previous pages) to preview all the questions you need to answer in a registration. When ready, select “Next.”
14. The page “You Are About to Validate Your Entity” displays. It lists the information used to validate your entity. You may need to submit documents to complete validation.
15. Next, you will start to enter information about your entity. Enter your entity’s legal business name, doing business as name (if applicable), and physical address, then select “Next.”
16. The SAM.gov EVS will validate your entity name and address. The EVS independently verifies an entity’s existence, location, and uniqueness. You can review the process for entity validation [here](#). If you do not find your information when validating your entity in SAM.gov, you must [submit documentation](#) to prove your entity’s legal business name, physical address, start year, and state of incorporation. Once you submit your documents, you will get a reference ID number and you will have to wait for the EVS to enter or update your validation data before you can proceed.
17. If you submit documentation, then the EVS will update your entity information. Once that has happened, return to SAM.gov to [complete your validation](#).
18. After completing your validation, you will choose whether to allow your entity record to be [publicly displayed in SAM.gov](#). If you deselect the checkbox:
  - a. Your information will be visible to you, other users with a role with your entity, and U.S. federal government users.
  - b. Your information will not be visible to any other users when searching SAM.gov.
  - c. Your information is **still available** under the U.S. Freedom of Information Act (FOIA) and is included in data extracts and [application programming interface](#) (API) data.
19. Then, you must certify under penalty of law that you are authorized to conduct transactions for the entity. Then, select “Receive Unique Entity ID.”
20. The next page will display your Unique Entity ID. If the entity already has a registration or a Unique Entity ID, you will see informational alerts at the top of the page with more details.

Select “Continue Registration” to go to the next registration step. If you select “Done,” you will be redirected to your Workspace. You can continue registration later if you choose to.

## Register Your Entity

When you select “Continue Registration” from the “Receive Unique Entity ID” page, the remaining sections of registration will be displayed. Select “Continue” to enter information into the Core Data section of registration. Visit the [Get Started](#) page at SAM.gov to view checklists and guides to help you prepare for registration.

Continue to enter information into each section—Assertions, Representations and Certifications, and Points of Contact—as required. Your information will be saved when you select “Save and Continue” on each page.

If you exit registration before completing it, you can access it later from your Workspace.

1. Sign in to SAM.gov and, in the Workspace, select the “Work in Progress” bubble on the “Entities” widget. A list of your registrations in progress will display.
2. Next to the record title you want to access, select the Actions menu (the three vertical dots), then choose “Update” from the menu. You will be redirected to where you left off in your registration.
  - a. If you do not edit or submit your registration within 90 days, the system will remove it.

After entering your information in each section and giving the registration a final review, select the “Submit” button. You will receive a “Registration Submitted – Confirmation” message on the screen. If you do not see this message, you have not submitted your registration.

## When will my registration become active?

Allow at least **ten business days** after you submit your registration for it to become active in SAM.gov. If your entity fails TIN or CAGE code validation, SAM.gov will email you instructions on updating your information and resubmitting your registration. You may need to work with the IRS or CAGE to update your information before resubmitting your registration.

## How do I check the status of my entity registration?

If you are the person who submitted the registration and are signed in to your SAM.gov account, you can check your entity registration status.

1. Sign in to SAM.gov. You must be signed in to check your registration status.

2. From the home page, select the “Check Entity Status” button. The page is also linked in the footer of all pages on SAM.gov.
3. Enter a Unique Entity ID or CAGE Code and select “Search.” The entity’s registration status will display below.

## Entity Roles

The person who registers the entity will be assigned as an Entity Administrator. You should [assign the same role](#) to at least one other person in your organization. Otherwise, you will have to submit a notarized letter to the Federal Service Desk to replace your Entity Administrator if they leave your organization (which can delay renewing your registration).

To learn more about entity roles, see the [Role Management Guide](#) and more information on specific [roles and permissions](#).



## **Quick Start Guide for Getting a Unique Entity ID in SAM.gov**

In order to become a contractor with the City of Dearborn's Home Rehabilitation Program, you must have a Unique Entity ID from SAM.gov. This ID must be renewed each year.

You can get a Unique Entity ID (SAM) for your organization without having to complete a full entity registration. If you only conduct certain types of transactions, such as reporting as a sub-awardee, you may not need to complete an entity registration. Your entity may only need a Unique Entity ID (SAM).

If you want to only get a Unique Entity ID (SAM) and do not want to complete a full entity registration in SAM.gov, choose either A., B. or C. below that best describes your entity and read further on for those instructions:

- A. Your entity has a DUNS Number and is registered in SAM.gov
- B. Your entity has a DUNS number and is NOT registered in SAM.gov
- C. Your entity does not have a DUNS Number

### **A. Your entity has a DUNS Number and is registered in SAM.gov**

If you have an active or inactive registration in SAM.gov today, you've already been assigned a Unique Entity ID (SAM). It's viewable on your entity registration record in SAM.gov.

### **B. Your entity has a DUNS Number and is not registered in SAM.gov**

If you currently have a DUNS Number, only need to get a Unique Entity ID (SAM), and do not want to complete a full entity registration in SAM.gov, follow these steps to get a Unique Entity ID (SAM):

1. Go to SAM.gov and select "Sign In" from the upper right corner of the page. If you do not have a SAM.gov account, you will need to create one. SAM.gov uses Login.gov for authentication. Once you create your user credentials, you will return to SAM.gov to complete your profile.
2. After you sign in, the system will navigate you to your Workspace. On the "Entity Management" widget, select the "Get Started" button.
3. On the next page, enter information about your entity. All fields are required, unless marked as optional.
4. On the next page, validate that the information provided is correct. If the information provided does not match your Dun & Bradstreet record exactly, you will be able to proceed. For assistance updating your Dun & Bradstreet record, please contact Dun & Bradstreet.

Deselect the check box near the bottom of the page if you want to restrict the public viewing of your entity information in SAM.gov. If you deselect the check box, only you and federal government users will be able to view your Unique Entity ID (SAM) record. Other entities and users of SAM.gov will not be able to view your Unique Entity ID (SAM) record. Then, select "Next."

5. On the next page, your entity is validated. You will be asked to certify that you are authorized to conduct transactions on behalf of your entity. Select the check box to certify, then select the "Request Unique Entity ID" button.
6. On the last page, your Unique Entity ID (SAM) will be displayed and you can begin to use it for your entity.

**C. Your entity does not have a DUNS Number.**

After April 4, 2022, the federal government will have no requirement for the DUNS Number. You can get a Unique Entity ID (SAM) for your entity on SAM.gov. The Unique Entity ID (SAM) is provided to entities who request to only get a Unique Entity ID (SAM) and to entities who complete an entity registration.

Sign in to your SAM.gov account and the system will navigate you to your Workspace. On the "Entity Management" widget, select the "Get Started" button to begin requesting your Unique Entity ID (SAM).

# **ATTACHMENT 4:**

## **Section 3 Information**

1. Section 3 Final Rule and Addendum Contract Documents
2. Section 3 Information and Guide for Contractors
3. Section 3 Basics
4. Section 3 Recruiting Summary
5. Section 3 Worker and Targeted Section 3 Worker Self-Certification Form.

## CITY OF DEARBORN

### Section 3 Final Rule and Addendum to Contract Documents

#### What is Section 3 and the Purpose?

Section 3 is a provision of the Housing and Urban Development Act of 1968 (12 U. S. C. 1701u) that is regulated by the new provisions of 24 CFR 75. Section 3 regulations ensure employment and other economic development opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-income persons.

#### Key Changes to the New Section 3 Rule

Former Benchmarks:	Final Rule Benchmark Notice:
30% of persons hired by Section 3 funding must be Section 3 residents	25% of all labor hours must be performed by a Section 3 worker
10% of total funds for construction contracts awarded to Section 3 businesses	5% of all labor hours must be performed by Targeted Section 3 workers
3% of total funds for non-construction awarded to Section 3 businesses	Benchmark Notice should be updated by Secretary every three years
No updates to these benchmarks	

#### Covered HUD Section 3 Programs

Community Development Block Grant (CDBG)  
HOME Investment Partnership (HOME)  
Neighborhood Stabilization Program (NSP)  
Economic Development Initiative / Brownfield Economic Development Initiative  
Public Housing (PH)

#### Defining a Section 3 Project

Site or sites together with any building and improvements located on the site(s) that are under common ownership, management, and financing.

- Section 3 applies to an entire Section 3 project, regardless of whether the project is fully or partially assisted under HUD programs that provide housing and community development financial assistance.

#### Defining a Section 3 Worker

- A Section 3 Worker is any worker who **currently fits**, or **when hired within the past five years** fit, at least one of the following categories, as documented:



- A low or very low-income worker
- Employed by a Section 3 business concern
- A Youthbuild participant

### Targeted Section 3 Worker

- Employed by a Section 3 business concern
- Currently fits or when hired fit at least one of the following categories as documented within the past five years:
  - A resident of public housing or Section 8-assisted housing
  - A resident of other public housing projects or Section 8-assisted housing managed by the PHA that is providing the assistance
  - A YouthBuild participant
  - Living within the service area or the neighborhood of the project, as defined in 24 CFR 75.5

### Section 3 Service Area Defined

- A. *Service Area* = an area within one mile of the Section 3 project  
or
- B. If less than 5,000 people live within one mile of Section 3 project,  
Then, *Service Area* = an area within a circle centered around the Section 3 project site that encompasses 5,000 people

### Redefining Section 3 Business Concerns

A Section 3 Business Concern is:

- 51% or more owned and controlled by low or very-low income persons  
or
- Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers  
or
- 51% or more owned and controlled by current residents of public housing or Section 8-assisted housing

### What are the HUD Low-Income and Very Low-Income Limits?

HUD 2023 Adjusted Income Limits (as of **June 15, 2023** subject to change without notice):

Detroit-Warren, MI HUD Metro Income Limits	
30% AMI Limits	\$19,900
50% AMI Limits	\$33,150
60% AMI Limits	\$39,780
80% AMI Limits	<b>\$53,050</b>
<b>A worker cannot exceed this amount</b>	



A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the section 3 worker categories, as documented above under Defining a Section 3 worker. **The five-year period for a worker cannot begin before November 30, 2020, effective date of the final rule.**

### **What is Youthbuild?**

Academic and occupational skills training program serving youth ages 16-24 who have dropped-out of high school, or previously dropped-out and re-enrolled.

### **Applicability and Thresholds**

Housing and Community Development Financial Assistance

<b>Applicability</b>	<b>Threshold</b>
Housing Rehab	<b>Threshold is met if the total amount of housing and community development assistance exceeds \$200,000</b>
Housing Construction	
Street and Sewer Infrastructure	

### **Lead Threshold**

Threshold is met if amount of Office of Lead Hazard Control and Healthy Homes assistance exceeds \$100,000.

### **Safe Harbor Provisions and Benchmarks**

A safe Harbor is a provision of a statute or a regulation that specifies that certain conduct will be deemed not to violate a given rule.

### **Safe Harbor Compliance Check**

Complied with safe harbor if:

- Met or exceeded the Section 3 benchmarks and
- Followed the required prioritization of effort

### **Certification of Prioritization of Effort**

To the greatest extent feasible, employment and training efforts were made to seek:

- Section 3 workers residing within the service area or neighborhood of the project
- Participants in YouthBuild programs

To the greatest extent feasible, contracting efforts were made to seek:

- Section 3 business concerns that provide economic opportunities to Section 3 workers residing within the service area or the neighborhood of the project
- Participants in YouthBuild programs

What if a recipient can't meet the quantitative benchmarks plus prioritization of effort?

Provide evidence that they have made qualitative efforts to assist low and very low-income persons with employment and training opportunities.

### What is a Labor Hour?

Hours worked by all workers employed on a Section 3 Project.

### Benchmarks

- 25% or more of all labor hours must be worked by Section 3 Workers
- 5% or more of all labor hours must be worked by Targeted Section 3 Workers

### Section 3 Worker Benchmarks

$$\frac{\text{Total Section 3 Labor Hours}}{\text{Total Labor Hours}} = 25\%$$

$$\frac{\text{Targeted Section 3 Labor Hours}}{\text{Total Labor Hours}} = 5\%$$

### Certification: For a Section Worker

One of the following certifications must be maintained:

1. A worker's self-certification stating that their income is below the income limit;
2. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
3. Certification from a PHA, or the owner or property manager of Project-Based Section 8-assisted housing, or the administrator of Tenant-Based Section 8-assisted housing that the worker is a participant in one of their programs;
4. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
5. An employer's certification that the worker is employed by a Section 3 business concern.

### Certification: For a Targeted Section Worker (HCD Assistance –Subpart)

1. *An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered*

*on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;*

or

2. An employer's certification that the worker is employed by a Section 3 business concern;
- or
3. A worker's self-certification that the worker is a YouthBuild participant.

### **Certification: Section 3 Business Concern**

To qualify as a Section 3 Business, **one** of the following must be documented (within the last six-month period):

1. 51% or more owned and controlled by low or very-low income persons
- or
2. Over 75% of the labor hours performed for the business over the prior three-month period are performed by Section 3 workers
- or
3. 51% or more owned and controlled by current residents of public housing or Section 8-assisted housing

### **Certification: Section 3 Business Concern**

- Business concerns may self-certify to claim eligibility
- Business concerns bidding on a Section 3 project should submit certification **during** the bidding or contracting process
- Section 3 status should be **verified before awarding** contracts or subcontracts to businesses that self-certified
- A Section 3 Business Concern will retain status for as long as it continues to meet the definition
- Eligible Section 3 Business Concerns are responsible for maintaining records that verify eligibility

### **Contract Provisions**

- ✓ Must include Section 3 application language in contracts and agreements.
- ✓ Require contractors to include Section 3 application language in subcontracts and sub-agreements.
- ✓ Require all contractors and subcontractors to meet the 'prioritization of efforts' requirements, regardless of whether Section 3 language is included in contracts.
- ✓ Must include language applying Section 3 requirements in any subrecipient agreement or contract for a Section 3 project.
- ✓ Must also require subrecipients, contractors, and subcontractors to meet the prioritization requirements of §75.19, regardless of whether Section 3 language is included in recipient or subrecipient agreements, program regulatory agreements, or contracts

## Tracking Compliance with Contractor

Below lists the process and procedures for tracking contractor and sub-contractor compliance.

1. Each Contractor bidding on a Section 3 project will be required to submit a Recruiting Summary during the bidding process identifying “to the greatest extent feasible” what measures they took to recruit and hire “qualified” Section 3 Workers and Targeted Section 3 Workers.
2. Each Contractor must submit in writing with their bidding information any eligible and qualified Section 3 Workers or Targeted Workers
3. Each Contractor must submit a Section 3 Worker and Targeted Section 3 Worker Self-Certification Form (form provided by City of Dearborn)
4. **This requirement is the same for ALL Sub-contractors that are hired during the course of Section 3 Projects. It is the responsibility of the Contractor to retrieve the Section 3 compliance information before the Sub-contractor start working on the project.**

### **Required reporting of total labor hours and Section 3 labor hours.**

5. Contractors can utilize certified payroll submission for Davis Bacon to track Section 3 compliance by:
  - Identifying total labor hours worked on project
  - Identifying Section 3 labor hours worked on project
  - Identifying Targeted Section 3 labor hours worked on project

**CITY OF DEARBORN**  
**ECONOMIC DEVELOPMENT DEPARTMENT**  
**Section 3 Information and Guide for Contractors**

**Section 3 Requirements**

Section 3 Final Rule and Addendum to Contract Documents. This is a (6) page document and it will walk you through what Section 3 is and its purpose.

**Section 3 Basics**

<https://www.hudexchange.info/programs/section-3/section-3-guidebook/welcome/section-3-basics/>

**Contracting with Eligible Businesses**

<https://www.hudexchange.info/programs/section-3/section-3-guidebook/section-3-in-action/contracting-with-eligible-businesses/>

**Hiring Eligible and Qualified Workers (attached to this sheet will be a list of Section 3 recruiting resources for you to utilize)**

<https://www.hudexchange.info/programs/section-3/section-3-guidebook/section-3-in-action/contracting-with-eligible-businesses/>

**Benchmarks**

<https://www.hudexchange.info/programs/section-3/section-3-guidebook/section-3-in-action/safe-harbor-benchmarks/>

**Section 3 Required Forms**

**1. Section 3 Recruiting Summary**

Contractors are required to fill out and sign the Section 3 Recruiting Summary document. Each Contractor bidding on this Section 3 project is required to identify and submit a listing “to the greatest extent feasible” what measures they took to recruit and hire “qualified” Section 3 Workers and Targeted Section 3 Workers.

**2. Section 3 Worker and Targeted Section 3 Worker Self-Certification Form.**

This is a (2) page document that will serve as an application to potential Section 3 and Targeted Section 3 Workers. The applicant will complete this document and self-certify eligibility as a Section 3 Worker.

### **3. Section 3 Business Concern Certification for Contracting.**

This is a (2) page document the contractor will fill out self-certifying that they are an eligible Section 3 Business Concern.

## **Section 3 One Mile Radius Map to Identify Section 3 Workers (Provided by Dearborn Economic Development Department)**

### **List of Identified Workforce Recruitment Agencies**

#### **ACCESS**

Zeina Saleh

Business Services Representative

[ZeinaSaleh@accesscommunity.org](mailto:ZeinaSaleh@accesscommunity.org)

#### **LAHC**

LaKena Horhn

Manager of Education & Workforce Development

[lhorn@lahc.org](mailto:lhorn@lahc.org)

#### **SER Metro-Detroit, Jobs for Progress, Inc.**

9301 Michigan Ave, Detroit, MI 48210

(313) 846-2240

#### **SEMCA Michigan Works!**

6451 Schaefer, Dearborn

(313) 203-3366

Jennifer Tucker

Workforce Business Liaison

[jennifer.tucker@semca.org](mailto:jennifer.tucker@semca.org)

#### **Pure Michigan Talent Connect**

<https://www.mitalent.org/about-us>

1-888-522-0103

**Contractors can use this list of workforce recruitment agencies to complete the Section 3 Recruiting Summary Form. You must identify and list a contact (person) and their name and title in the organization.**

# Section 3 Basics

## What Does Section 3 Require?

The Housing and Urban Development Act of 1968, as amended by the Housing and Community Development Act of 1992 (Section 3), contributes to the establishment of stronger, more sustainable communities. Section 3 ensures that employment and other economic opportunities generated by federal financial assistance for housing and community development programs are, to the greatest extent feasible, directed toward low- and very low-income persons, particularly those who receive government assistance for housing. In accordance with statutory authority, HUD is charged with the responsibility to implement and enforce Section 3.

## What Types of Economic Opportunities are Covered by Section 3?



The following types of economic opportunities are covered by Section 3:

- Job Training
- Employment
- Contracts

Training or employment opportunities resulting from public housing development or operating assistance including administration, management, clerical support, and construction are subject to compliance with Section 3.



Training or employment arising in connection with a HUD-funded housing rehabilitation, housing construction, or other public construction project when assistance to the project exceeds \$200,000, or when assistance from HUD's Lead Hazard Control and Healthy Homes (LHCHH) programs exceeds \$100,000, are subject to compliance with Section 3.

Additionally, contracting opportunities arising in connection with both public housing and other Section 3 projects are, to the greatest extent feasible, required to be given to business concerns that provide economic opportunities to low- or very low-income persons consistent with the Section 3 statute and regulations.

### **Who Will Provide the Economic Opportunities?**

Direct recipients of certain HUD financial assistance and their contractors and subcontractors are required to provide, to the greatest extent feasible, economic opportunities to residents and businesses in the community where the financial assistance expended is consistent with existing federal, state, and local laws and regulations.

### **Section 3 Recruiting Summary**

Contractors are required to fill out and sign the Section 3 Recruiting Summary document. Each Contractor bidding on this Section 3 project is required to identify and submit a listing "to the greatest extent feasible" what measures they took to recruit and hire "qualified" Section 3 Workers and Targeted Section 3 Workers.

**Contractors are required to complete the Section 3 Recruiting Summary Form within two (2) weeks of signing the contract. The form is attached.**



**City of Dearborn**

**Section 3 Recruiting Summary**

**Each Contractor bidding on this Section 3 project is required to identify and submit a listing “to the greatest extent feasible” what measure they took to recruit and hire “qualified” Section 3 Workers and Targeted Section 3 Workers.**

1.)

2.)

3.)

4.)	
5.)	

Section 3 regulations ensure employment and other economic development opportunities generated by certain HUD financial assistance shall, to the greatest extent feasible, and consistent with existing Federal, State, and local laws and regulations be directed to low- and very low-income persons, particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to low-income persons. To the greatest extent feasible, I agree to adhere to the Section 3 regulations at 24 CFR 75.

_____	_____
Contractor Signature	Date

## **CITY OF DEARBORN**

### **Section 3 Worker and Targeted Section 3 Worker**

#### **Self-Certification Form**

The purpose of HUD's Section 3 program is to provide employment, training and contracting opportunities to low-income individuals, particularly those who are recipients of government assistance for housing or other public assistance programs. Your response is voluntary, confidential, and has no effect on your employment.

#### **Eligibility for Section 3 Worker or Targeted Section 3 Worker Status**

A Section 3 Worker seeking certification shall self-certify and submit this form to the recipient contractor or subcontractor, that this person is a Section 3 Worker or Targeted Section 3 Worker as defined in 24 CFR Part 75.

**Instructions:** Enter/select the appropriate information to confirm your Section 3 Worker or Targeted Section 3 Worker status.

Employee Name: \_\_\_\_\_

1. Are you a resident of public housing or a Housing Choice Voucher Holder (Section 8)? ☐ YES ☐ NO

2. Are you a resident of the City of Dearborn? ☐ YES ☐ NO

3. In the field below, select the amount of individual income you believe you earn on an annual basis.

☐ Less than \$10,000 ☐ \$30,001 - \$40,000 ☐ More than \$60,000

☐ \$10,001 - \$20,000 ☐ 40,001 - \$50,000

☐ \$20,001 - \$30,000 ☐ \$50,001 - \$60,000

**Select from ONE of the following two options below:**

☐ Section 3 Worker (as defined on page 2).

☐ Targeted Section 3 Worker (as defined on page 2).

## Certification: For a Section Worker

One of the following certifications must be maintained:

1. A worker's self-certification stating that their income is below the income limit;
2. A worker's self-certification of participation in a means-tested program such as public housing or Section 8-assisted housing;
3. Certification from a PHA, or the owner or property manager of Project-Based Section 8-assisted housing, or the administrator of Tenant-Based Section 8-assisted housing that the worker is a participant in one of their programs;
4. An employer's certification that the worker's income from that employer is below the income limit when based on an employer's calculation of what the worker's wage rate would translate to if annualized on a full-time basis; or
5. An employer's certification that the worker is employed by a Section 3 business concern.

## Certification: For a Targeted Section Worker (HCD Assistance –Subpart)

1. An employer's confirmation that a worker's residence is within one mile of the work site or, if fewer than 5,000 people live within one mile of a work site, within a circle centered on the work site that is sufficient to encompass a population of 5,000 people according to the most recent U.S. Census;  
or
2. An employer's certification that the worker is employed by a Section 3 business concern; or
3. A worker's self-certification that the worker is a Youth Build participant.

## What are the HUD Low-Income and Very Low-Income Limits?

HUD 2023 Adjusted Income Limits (as of **June 15, 2023** subject to change without notice):

<b>Detroit-Warren, MI HUD Metro Income Limits</b>	
<b>30% AMI Limits</b>	<b>\$19,900</b>
<b>50% AMI Limits</b>	<b>\$33,150</b>
<b>60% AMI Limits</b>	<b>\$39,780</b>
<b>80% AMI Limits</b>	<b>\$53,050</b>
<b>A worker income cannot exceed</b>	

A Section 3 Worker is any worker who currently fits, or when hired within the past five years fit, at least one of the section 3 worker categories, as documented above under Defining a Section 3 worker. **The five-year period for a worker cannot begin before November 30, 2020, effective date of the final rule.**