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- 2. EXHIBIT C-CONFLICT OF INTEREST**
- 3. EXHIBIT D-DRUG FREE WORK PLACE**
- 4. EXHIBIT E-MAYOR DUGGAN’S EXECUTIVE ORDER 2016-1**



1. INTRODUCTION

The City of Detroit Office of Contracting and Procurement (OCP) requests proposals from qualified firms to provide Neighborhood Development and Implementation Plan Services for the Planning and Development Department's Campau/Banglatown Project.

- RFP#17EJ952 Issue Date
Friday, April 28, 2017

- Question Deadline
10:00 a.m., Monday, May 8, 2017

All questions must be submitted via the RFP#17EJ952, Q&A Section in Bid Sync web portal to www.periscopeholdings.com/the-city-of-detroit.

- Pre-Proposal Submission Tele-Conference

Mandatory Attendance at 45-minute Tele-Conference Qualifies Participants to Submit Proposals

10:00 a.m., Wednesday, May 10, 2017

Call in: 866-434-5269 Participant Code: 3964948

- Final Posting of Q&A Responses
1:00 p.m., Friday, May 12, 2017

Response to all questions received by May 8th deadline, and at the Pre-Proposal Submission Tele-Conference

- Proposals Due
4:00 p.m., Friday, May 26, 2017

Proposals must be received in the Bid Sync Portal before 4:00 p.m. The electronic web portal closes promptly at 4:00 p.m., sharp.

- Public Recording of Proposal Submissions
10:00 a.m., Wednesday, May 31, 2017

2. MINIMUM QUALIFICATIONS

Proposals will only be accepted from those firms demonstrating a minimum of five years of experience providing the services requested in the RFP for projects of similar scope and size.

- If a contract is awarded as a result of this RFP, it will be a contract that is negotiated with the awardee based on the City's professional services contract, attached to the RFP in Bid Sync¹. If any respondent requires modification(s) to the terms of the City's professional services contract, a statement of such required modification shall be included as an exhibit with your sealed proposal. This Statement will be reviewed as part of the evaluation process and may have an effect on the scoring of the proposal.
- All respondents are required to create a Bid Sync Profile Page and upload Required Contract Documents:
 1. City of Detroit Income Tax Clearance Application
 2. Accounts Receivable Clearance Application
 3. Four (4) Required Affidavits,
 4. Certificate of Liability Insurance documents

At the time, the Office of Contracting and Procurement submits the supplier contract recommendation to City Council, approved clearances by the City's Office of Treasury, Income Tax Division and Revenue Collections Division along with an unexpired Certificate of Liability Insurance meeting the City's minimum coverage stipulations are required of the successful respondent.

Additionally, suppliers contracted with the City of Detroit must register (free) with the federal government's System for Award Management (SAM) at www.sam.gov

Contracted Suppliers will also register with the City's Oracle Fusion Supplier Portal, complete and submit the ACH Direct Deposit form for Payments.

- The City expressly reserves the right to modify, add, or delete, any item(s) from the proposal it deems necessary prior to the issuance of an award as well as the right to cancel the solicitation.

¹ It shall be the responsibility of the Respondent to thoroughly review the provisions of this RFP and the Professional Services Contract. After executing the contract, no consideration will be given to any claim of misunderstanding. Respondents must state in their submission any clauses to which they take exception in the RFP and in the attached Contract. This will be factored in to the evaluation decision. Respondents are encouraged to review the entire contract, including, but not limited to the Assignment, Compliance with Laws, Termination, Insurance, Subcontracting, Indemnity, Payment and Waivers provisions.

3. ADHERENCE TO TERMS OF PROPOSALS

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

4. REJECTION OF PROPOSALS

The City of Detroit expressly reserves the right to reject any and all proposals, waive any non-conformity, re-advertise for proposals, to withhold the award for any reason the City determines and/or to take any other appropriate action that is in the best interest of the City.

5. BACKGROUND/DESCRIPTION OF ENVIRONMENT

The City of Detroit, Planning and Development Department is issuing a "Request for Proposals (RFP) for an experienced landscape architecture design lead team with strong design and economic development partners, preferably with experience working with ethnic communities, to provide planning and design services for the Campau/Banglatown neighborhoods. The primary goal is to create a neighborhood development and implementation plan for Campau/Banglatown with a specific focus on land stewardship, commercial corridor improvements, and rehabilitation development. The City of Detroit will utilize U.S. Housing and Urban Development (HUD), Community Development Block Grant Funds assistance for the Campau/Banglatown Neighborhood Development and Implementation Plan.

Selected team will actively work with City and the community to script a neighborhood development and implementation plan that will provide an actionable "road map" for the City to 1) transform vacant landscapes into productive, sustainable, and beautiful spaces for the community; 2) preserve and strengthen neighborhood assets within the RFP's planning boundary; 3) improve economic opportunities, social vitality, and mobility within the neighborhoods and along commercial corridors; and 4) improve rental and homeownership options for the neighborhood.

6. AWARD CLAUSE INCLUDING RENEWAL OPTIONS

If a contract is awarded as a result of this RFP it will be a City of Detroit Professional Services Contract (sample attached). The term of the contract will be for **one year(s)** with **(NO)** renewal options. Any renewal option exercised under this contract is effective only after the approval of the Detroit City Council. The City anticipates **one award** as a result of the RFP.

7. OPERATIONAL INFORMATION

See Project Information Attachment

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

8. SCOPE OF WORK

See Project Information Attachment

9. TECHNICAL INFORMATION

See Project Information Attachment

10. RESPONDENT PERFORMANCE HISTORY

The respondent shall provide the following information:

- a. Identify in detail no more than five (5) similar projects by name, subject matter, location, respondent's services provided and the length of time respondent's service were provided on each (use attached reference form). Included in this informal shall be the description of services provided and the time period during which the services were provided;
- b. Identify the respondent's key personnel working on the projects identified in "section a" above;
- c. Identify any projects in which the respondent's contract was terminated for any reason;
- d. Identify any claims or lawsuits that have been brought against your organization as a result of any services provided within the last 5 years;
- e. Attach your organization's financial statements (CPA Certified) for the previous three years; and
- f. Provide an organization chart indicating the team structure and core team members who will provide services for the five primary categories -- (1) Research/Community Engagement/Communications; (2) Landscape Design/GSI; (3) Streetscape and Mobility; (4) Development: Economic, Housing, Historic Preservation; and (5) Zoning. Additionally, please provide a 1-page resume accompaniment for each core team member

11. EVALUATION CRITERIA

A selection Consensus Evaluation Committee will be composed of City staff and other invited parties. A list of shortlisted respondents will be chosen to be interviewed based on qualifications, previous completed works, and approach to community engagement. The Consensus Evaluation Committee may request additional meetings or information.

Overall Strength of Concept / Proposal

30 Points

- Demonstrates clear and practical vision for achieving all objectives, tasks and deliverables Proposed design approach, including specialized expertise within design team

- Strategies and approach to community engagement
- Demonstrates capacity to deliver material that can immediately begin Phase I construction shortly after design and planning period concludes;
- Teams need to ensure majority of Phase 1 construction can be completed within 18-24 month period from the start of planning and design work.

Previous Project Experience

25 Points

- Successful examples of creating place-making GSI projects from data analysis, conceptual design, and schematics to engineering specifications with client reference and description of professional services offered
- Successful examples of delivering functioning green infrastructure projects still in operation that are meeting performance expectations as designed
- Successful examples of completing technical surveying and mapping products with client reference and description of professional services offered
- Successful examples of administering all elements of construction process
- Strong record of performance on projects completed within urban municipalities
- Demonstrated expertise on incentives structures, financing, and feasibility analysis
- Experience of proposed project leaders/ team members on similar projects

Project Fee Schedule

20 Points

- Detailed Line Item with narrative explanations for Fee Schedule with Specific Costs Budgeted for Design Project

Design and Engineering Excellence

15 Points

- Description of vision, leadership and commitment to high quality and exceptional design in the public realm and identification of differentiators from peers
- Recognition and awards from professional associations of project leads, design team and firms (ASLA, AIA, AICP, ASCE, others)
- Demonstration of built-projects that show sustainable, innovative, and resilient practices

Proposed Timeline / Work Plan

10 Points

- Exhibit A-Demonstrates practical ability to meet project deadlines within budget and on time
- Lays out clear work plan to achieve deliverables
- Identification of how soon firm could begin work after notification of award
- Includes key dates for completion of analysis, preliminary recommendations, conceptual design, schematic design, and construction documents, with periodic community engagement and City review periods.
- Proposes a plan to complete designs in year one and achieve Phase 1 construction by the end of year two

TOTAL OF 100 POINTS



12. EVALUATION PROCEDURE

After evaluating the proposal, oral presentations may be scheduled with the respondents. A final determination will be made after the oral presentations are complete.

Following the receipt of proposals, a City designated Evaluation Committee will evaluate each response. All PROPOSALS, which meet the required format of this RFP, will be evaluated. Any Proposals determined to be non-responsive to the specifications or other requirements of the RFP, including instructions governing submission and format, will be disqualified unless the City determines, in its sole discretion, that non-compliance is not substantial or that an alternative proposed by the Respondent is acceptable. The City may also at its discretion, request oral presentations, make site visits at Respondent's facility and may request a demonstration of Respondent's operations. If scheduled, a final determination will be made after the oral presentations and/or demonstrations are complete. The City may also at its sole discretion, elect to rank order the qualified proposals, and negotiate with some limited number of the highest scored qualified respondents. A final determination would include the cumulative inputs of this evaluation procedure. All decisions reached by the Evaluation Committee will be by consensus.

13. CONTRACT APPROVAL

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

14. REQUIRED SUBMITTAL INFORMATION

See Proposal Information Attachment

15. SUBMITTAL INSTRUCTIONS

*All proposals must be submitted through the Bid Sync system. Each respondent is responsible for ensuring that its proposal is received by the City on a timely basis. **Faxed or mailed proposals will not be accepted.***

Firms shall not distribute their proposals to any other City office or City employee. Proposals received become the property of the City. The City is not responsible for any costs associated with preparation or submission of proposals. All proposals submitted by the due date will be recorded in the Bidsync System. Responses received **will not** be available for review. Proposals received will be subject to disclosure under applicable Freedom of Information Act. An officer of the company authorized to bind the company to a contractual obligation with the City must sign the proposals in the Bidsync System. The contact person regarding the proposal should also be specified by name, title, and phone number. The successful



respondent will receive an award letter. Respondents who are not awarded will receive a notification that the award decision has been made.

16. PREPARATION OF PROPOSAL

The proposal shall include all forms as specified in these instructions. Each proposal shall show the full legal name and businesses address of the prospective respondent, including street address if different from mailing address, and shall be signed and dated by the person or persons authorized to bind the prospective respondent. Proposals by a partnership or joint venture shall list the full names and addresses of all parties to the joint venture. The state of incorporation shall be shown for each corporation that is a party to the proposed joint venture.

Respondent shall provide notice in its proposal to take exception to any requirement of the RFP. Should a respondent be in doubt as to the true meaning of any portion of this RFP or find any patent ambiguity, inconsistency, or omission herein, the respondent must make a written request for an official interpretation or correction in accordance with the instructions for submitting questions as specified in this RFP.

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

For further details, see Project Information Attachment.

17. REQUIRED CONTENT

Bid responses must include the following content:

Letter of Transmittal

The prospective respondent's proposal shall include a letter of transmittal signed by an individual or individuals authorized to bind the prospective respondent contractually. The letter must state that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until the prospective respondent withdraws it, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first.

Required Clearances and Affidavits

The following clearances and affidavits are required to do business with the City of Detroit. Approved clearances are not required to submit a response to the RFP but will be required of the successful respondent prior to City Council approval.



Respondents must submit requests for clearance and affidavits electronically in the Bid Sync system. If there is documentation that the respondent is required to provide to the City that contains personal identifiable information, the respondent must submit the request for clearance through the BidSync system and send the confidential information to the City separately via email. Do not attach copies of clearance documents or affidavits to the bid response.

Required Clearances	Required Affidavits
Income Tax Revenue Tax	Slavery Era Disclosure Hiring Compliance & Employment Application Political Contributions Covenant of Equal Opportunity (Human Rights)

Accuracy and Completeness of Information

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

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

In your introduction, please include, at a minimum, the following information and/or documentation:

- A statement to the effect that your proposal is in response to this RFP;
- A brief description of your firm;
- The location of the firm’s principal place of business and, if different, the location of the place of performance of the contract;
- A commitment to perform the requested work in accordance with the requirements outlined in this RFP;
- The name and contact information of the of the firm’s partner and or manager(s) that will be in charge of this project;
- The firm’s financial solvency, fiscal responsibility and financial capability;
- The age of the firm’s business and the average number of employees during each of the last three (3) years;
- The firm’s current tax status and Federal Employer Identification Number; and

-
- Evidence of any licenses or registrations required to provide the services under this contract.

18. REQUIRED FORMAT

To be considered responsive, each proposal must, at a minimum, respond to the following RFP sections in their entirety:

- Overall Scope of Work and Operational Responsibilities;
- Respondents Performance History;
- Proposal Submission Procedure; and
- Certificate of Good Corporate Standing

See Project Information Attachment for specific format requirements.

19. REQUIRED COST PROPOSAL

Respondents are requested to make a firm cost proposal to the City of Detroit. If a contract is entered into as a result of this RFP, it will be a contract for fees as related to providing all requested services, with a price not to exceed the total price quoted in the proposal. The City of Detroit reserves the right to select proposals from the most responsible respondents with the most reasonable costs. The City reserves the right to select one or more firms to perform all or separate parts of this function

Indicate the fees you will charge to perform the services. Attach a schedule of fees or hourly rates broken out for each type of staff member that will work on the project (i.e., Sr. Partner, Partner, Associate Paralegal Typist, etc.)

20. TECHNICAL APPROACH

Present a brief description of procedures to be followed, presented in a form which will best assist the City is evaluating your firm's ability to identify, evaluate and communicate while providing the requested services, e.g. fees.

21. QUESTION DEADLINE

All questions regarding the RFP shall be submitted through the Bidsync System. Respondents shall provide notice to take exception to any requirements of the Request for Proposals. Such exceptions may reflect negatively on the evaluation of the Proposal. The City of Detroit does not guarantee a response to questions not submitted after the question deadline.



22. ECONOMY OF PREPARATION

Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor's ability to meet the requirements of the RFP. Emphasis should be on the completeness and clarity of content.

23. PAYMENT

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

24. ORAL PRESENTATION/DEMONSTRATION

The City reserves the right, at its own discretion, to request Oral Presentations regarding proposals submitted in response to the RFP. Failure to make an oral presentation will be grounds for rejection of your proposal. Proponents will be notified by the Office of Contracting and Procurement in conjunction with Planning and Development Department of the date, time, and location for Oral Presentations.

25. ASSIGNMENT

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

26. MISCELLANEOUS

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

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

27. MODIFICATION OF SERVICES AFTER CONTRACT APPROVAL

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



28. BID DEPOSIT & PERFORMANCE BOND (OPTIONAL)

Proposers must submit a bid deposit valid for at least 120 (One Hundred Twenty) days, in the form of a bid bond (City of Detroit form attached) or cashier's check in lieu of a bid bond in the amount of \$0. Checks are to be made payable to the Treasurer of the City of Detroit. The amount of each respondents bid deposit will be returned to all unsuccessful respondents and the successful respondent upon contract award or rejection of proposals. **FAILURE TO SUBMIT THE BID DEPOSIT SHALL RESULT IN PROPOSAL REJECTION. BID DEPOSITS SUBMITTED IN RESPONSE TO OTHER SOLICITATIONS ARE NOT VALID FOR THIS RFP. THE ORIGINAL, FULLY EXECUTED BID BOND (ON THE CITY'S BID BOND FORM) MUST BE SUBMITTED WITH THE PROPOSAL.**

The successful respondent(s) must furnish a performance bond in the amount of 0% of the contract value specified in the contract (City of Detroit form attached) guaranteeing the contract will be accepted if tendered an award.

29. CHANGES IN FACTS

Proposers shall advise the City during the time the Proposal is open for consideration of any changes in the principal officers, organization, financial ability of, or any other facts presented in the proposal with respect to the proposer or the proposal immediately upon occurrence.

30. CONFIDENTIALITY OF PROPOSALS

Proposals shall be opened with reasonable precautions to avoid disclosure of contents to competing offers during the process of evaluation. Once proposals have been publicly recorded they are subject disclosure as per the requirements of the Michigan Freedom of Information Act.

31. NEWS RELEASE

News releases pertaining to these proposal specifications or the provisions to which they relate shall not be made without prior approval of the City and then only in coordination with the City.

32. REJECTIONS, MODIFICATIONS, CANCELLATIONS

The City of Detroit expressly reserves the right to: 1) accept or reject, in whole or in part, any and all proposals received; 2) waive any non-conformity; 3) re-advertise for proposals; 4) withhold the award for any reason the City determines; 5) cancel and/or postpone the request for proposals, in part or in its entirety, and/or, 6) take any other appropriate action that is in the best interest of the City. This RFP does not commit the City of Detroit to award a contract, to pay any cost incurred in the preparation of a proposal under this request, or to procure or contract for services.



33. OFFICE OF INSPECTOR GENERAL

- 33.01 In accordance with Section 2-106.6 of the City Charter, this Contract shall be voidable or rescindable at the discretion of the Mayor or Inspector General at any time if a Public Servant who is a party to the Contract has an interest in the Contract and fails to disclose such interest.
- 33.02 This Contract shall also be voidable or rescindable if a lobbyist or employee of the contracting party offers a prohibited gift, gratuity, honoraria or payment to a Public Servant in relation to the Contract.
- 33.03 A fine shall be assessed to the Contractor in the event of a violation of Section 2-106.6 of the City Charter. If applicable, the actions of the Contractor, and its representative lobbyist or employee, shall be referred to the appropriate prosecuting authorities.
- 33.04 Pursuant to Section 7.5-306 of the City Charter, the Inspector General shall investigate any Public Servant, City agency, program or official act, contractor and subcontractor providing goods and services to the City, business entity seeking contracts or certification of eligibility for City contracts and person seeking certification of eligibility for participation in any City program, either in response to a complaint or on the Inspector General's own initiative in order to detect and prevent waste, abuse, fraud and corruption.
- 33.05 In accordance with Section 7.5-310 of the City Charter, it shall be the duty of every Public Servant, contractor, subcontractor, and licensee of the City, and every applicant for certification of eligibility for a City contract or program, to cooperate with the Inspector General in any investigation pursuant to Article 7.5, Chapter 3 of the City Charter.
- 33.06 Any Public Servant who willfully and without justification or excuse obstructs an investigation of the Inspector General by withholding documents or testimony, is subject to forfeiture of office, discipline, debarment or any other applicable penalty.
- 33.07 As set forth in Section 7.5-308 of the City Charter, the Inspector General has a duty to report illegal acts. If the Inspector General has probable cause to believe that any Public Servant or any person doing or seeking to do business with the City has committed or is committing an illegal act, then the Inspector General shall promptly refer the matter to the appropriate prosecuting authorities.

For purposes of this Article²

² "Public Servant" means the Mayor, members of City Council, City Clerk, appointive officers, any member of a board, commission or other voting body established by either branch of City government or the City Charter, and



RFP#17EJ952 PROPOSAL SUBMISSION SIGNATURE PAGE

ASSIGNMENT: A Contractor shall not assign any Purchase Order or Contract or any monies due therefrom without prior approval of the Chief Procurement Officer, the Office of the Chief Financial Officer and in some cases the City Council. Contact the Campau/Banglatown RFP, Contracting and Procurement Specialist for proper procedure: Elizabeth C. Ayana Johnson, section3compliance@detroitmi.gov

IN THE FURTHER DESCRIPTION OF THIS PROPOSAL, WE SUBMIT INFORMATION IDENTIFIED AS FOLLOWS:

BIDDING UNDER THE NAME OF:

(PRINT FULL LEGAL NAME)

(PURCHASE ORDER WILL BE ISSUED AND PAYMENT WILL BE MADE ONLY IN THE NAME ABOVE. ALL PAYMENTS WILL BE DIRECT DEPOSIT. VENDOR PICK-UP OF PAYMENT IS NOT ACCEPTABLE)

FIRM'S HEADQUARTERS ADDRESS:

(ZIP CODE)

FIRM'S SITE ADDRESS:

(IF DIFFERENT FROM ABOVE)

(ZIP CODE)

FIRM'S BUSINESS ADDRESS:

(CHECK ONE):

LEASE ___ RENT ___ OWN ___

(ZIP CODE)

FEDERAL EMPLOYER ID #:

CHECK ONE:

() CORPORATION, Incorporated Under The Laws Of The State Of _____

If Other Than Michigan Corporation, Licensed To Do Business In Michigan? ___ YES ___ NO

() PARTNERSHIP, Consisting of (List Partners)

() ASSUMED NAME (Register No.)

any appointee, employee or individual who provides services to the City within or outside of its offices or facilities pursuant to a personal services contract.



() **INDIVIDUAL**

IF NOT SIGNED BY OFFICER OF FIRM, THE PERSON SIGNING MUST HAVE AUTHORITY TO COMMIT THE FIRM CONTRACTUALLY TO THIS BID. The authorized signature affirms that the proposal will remain firm for a period of one hundred twenty (120) days from its due date and thereafter until withdrawn, in writing, or a contract is executed, or the procurement is terminated by the City of Detroit, whichever occurs first. ***THIS FORM MUST BE FILLED IN ITS ENTIRETY. FAILURE TO COMPLETE FORM WILL BE CAUSE FOR REJECTION.***

E-MAIL _____

AUTHORIZED SIGNATURE:

DATE _____

SIGNED: _____

TELEPHONE NO. _____

PRINTED _____

FAX NO. _____

TITLE _____

CELL PHONE NUMBER _____

ALTERNATE CONTACT _____



CONFLICT OF INTEREST CERTIFICATE

I hereby affirm that I have received copies of the provisions of the Code of Federal Regulations relevant to conflict of interest in regards to Contracts under the CDBG and HOME programs and I hereby Certify that to the best of my knowledge and belief, no actual or apparent Conflict of interest exists with regard to the performance of this contract.

Name of Organization: _____

Name: _____
(Print)

Signature _____
President of Board of Directors **Date**

Or authorized representative:

Signature Authorized Representative: _____

Title: _____
Date



Certification for a Drug-Free Workplace

U.S. Department of Housing and Urban
Development

Applicant Name

Program/Activity Receiving Federal Grant Funding

Acting on behalf of the above named Applicant as its Authorized Official, I make the following certifications and agreements to the Department of Housing and Urban Development (HUD) regarding the sites listed below:

I certify that the above named Applicant will or will continue to provide a drug-free workplace by:

- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Applicant's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
- b. Establishing an on-going drug-free awareness program to inform employees ---
 - (1) The dangers of drug abuse in the workplace;
 - (2) The Applicant's policy of maintaining a drug-free workplace;
 - (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- c. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph a.;
- d. Notifying the employee in the statement required by paragraph a. that, as a condition of employment under the grant, the employee will ---
 - g. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs a. through f.

- (1) Abide by the terms of the statement; and
- (2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction; e. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph d.(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
- f. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph d.(2), with respect to any employee who is so convicted ---
 - (1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

2. Sites for Work Performance. The Applicant shall list (on separate pages) the site(s) for the performance of work done in connection with the HUD funding of the program/activity shown above: Place of Performance shall include the street address, city, county, State, and zip code. Identify each sheet with the Applicant name and address and the program/activity receiving grant funding.)



Check here if there are workplaces on file that are not identified on the attached sheets.

I hereby certify that all the information stated herein, as well as any information provided in the accompaniment herewith, is true and accurate.

Warning: HUD will prosecute false claims and statements. Conviction may result in criminal and/or civil penalties. (18 U.S.C. 1001, 1010, 1012; 31 U.S.C. 3729, 3802)

Name of Authorized Official	Title
Signature X	Date

form HUD-50070 (3/98)
ref. Handbooks 7417.1, 7475.13, 7485.1 & .3



EXECUTIVE ORDER 2016-1

TO: ALL BOARDS, COMMISSIONS, DEPARTMENT DIRECTORS, CITY COUNCIL MEMBERS, CITY CLERK, DEVELOPERS, CONTRACTORS, AND DETROIT ECONOMIC GROWTH CORPORATION (DEGC).

FROM: MICHAEL E. DUGGAN, MAYOR

SUBJECT: UTILIZATION OF DETROIT RESIDENTS ON PUBLICLY-FUNDED CONSTRUCTION PROJECTS

DATE: December 16, 2016

WHEREAS, it is the policy of this Administration to encourage and maximize the utilization of Detroit residents on all City contracts and all projects benefited by City subsidies. An important component of the economic revitalization of Detroit is the employment of Detroit residents. Accordingly, this Executive Order directs any entity entering into a publicly-funded construction project to implement specific residency targets for its workforce, as follows:

1. A “publicly-funded construction project,” for purposes of this Executive Order, means (a) any construction contract for more than \$3,000,000.00 (Three Million Dollars) made by the City with any person or entity; and (b) any construction project for which the City, affiliated public or quasi-public entities of the City, or any of their agents or contractors provides funds or financial assistance via any of the following methods, where total assistance from the City or its affiliated entities is over \$3,000,000.00 (Three Million Dollars):

- (1) The sale or transfer of land below its appraised value;
- (2) Direct monetary support;
- (3) Public contributions originated by the State of Michigan or its agencies, the United States government or its agencies, or any other non-City government entity, and for which City approval is required and obtained; or
- (4) Tax increment financing. For purposes of calculating the total assistance directly provided through tax increment financing, tax revenue that would have accrued to all government entities shall be counted.

Other persons or entities doing business with the City, but not covered by this section, may voluntarily agree to be bound by some or all of the substantive requirements of this Executive Order.

CITY CLERK 20 DEC 2016 09:41:24