

**REQUEST FOR QUALIFICATIONS  
(RFQ)**

**No. 0005 - 2025**

**For  
Architectural/Engineering Services**

River Rouge Housing Commission  
Procurement/Contract Office  
180 Visger Road  
River Rouge, MI 48208

**TABLE OF CONTENTS**

<b>SECTION 1: Introduction .....</b>	<b>4</b>
1.1. Introduction	
1.2. Contact/Access Information at a Glance	
<b>SECTION 2: The RRHC's Reservations of Rights .....</b>	<b>5</b>
2.1. Right to Reject, Waive, or Terminate the RFQ	
2.2. Right to Not Award	
2.3. Right to Not Terminate	
2.4. Right to Determine Time and Location	
2.5. Right to Retain Proposal	
2.6. Right to Negotiate	
2.7. Right to Reject Any Proposal	
2.8. No Obligation to Compensate	
2.9. Right to Prohibit	
2.10. Right to Reject – Obtaining Competitive Solicitation Documents	
<b>SECTION 3: Introduction and Notices to Proposers... ..</b>	<b>6</b>
3.1. RFQ Intent	
3.2. Written Proposal	
3.3. Disclaimer	
3.4. Authority to Distribute Solicitation Documents	
3.5. Acceptance	
3.6. Restricted Discussions	
3.7. ADA REQUIREMENTS	
<b>SECTION 4: Solicitation Schedule and Information .....</b>	<b>7</b>
4.1. Solicitation Schedule	
4.2. Submission of Proposer Questions	
4.3. RRHC'S Answer to Proposer Questions	
4.4. Submission Deadline	
4.5. Cost Incurred in Preparing Proposals	
<b>SECTION 5: Scope of Proposal .....</b>	<b>8</b>
5.1. Scope of Proposal/Technical Specifications	
5.2. Contractor's On-Site Personnel	
5.3. Contractor's Staff Identification	
5.4. Task Order Basis for Additional Services	
5.5. Previous/Current Contractor(s)	
<b>SECTION 6: Proposal Format and Submission Instructions.....</b>	<b>11</b>
6.1. Tabbed Proposal Submittal	
6.2. Proposal Submissions	
6.3. Proposer's Responsibilities– Contact with the RRHC	
6.4. Proposer's Responsibilities – Equal Employment Opportunity and Supplier Diversity	
6.5. Recap of Attachments	
<b>SECTION 7: Evaluation Criteria and Selection Process.....</b>	<b>20</b>
7.1. Evaluation Factors	
7.2. Evaluation Method	
<b>SECTION 8: Solicitation and Contract Terms and Conditions .....</b>	<b>23</b>
8.1. Acceptance and Rejections of Proposals	
8.2. Accurate Information	

- 8.3. Addenda and Amendments
- 8.4. Alternate Proposal
- 8.5. Assignment of the Contract
- 8.6. Binding Proposal
- 8.7. Changes in Goods and/or Services
- 8.8. Confidentiality
- 8.9. Contract Administration
- 8.10. Contract Award
- 8.11. Contract Disputes
- 8.12. Contract Form
- 8.13. Contract Period
- 8.14. Dissemination of Data
- 8.15. Employment as Independent Contractor
- 8.16. Errors in Proposals
- 8.17. Force Maieure
- 8.18. Immigration Reform and Control Act
- 8.19. Interest in More Than One Proposal and Collusion
- 8.20. Inconsistent Provisions
- 8.21. Indemnification
- 8.22. Late Proposals
- 8.23. Laws and Regulations
- 8.24. Modifications to Proposals
- 8.25. No Liens
- 8.26. No Waiver
- 8.27. Non-Discrimination Requirements
- 8.28. Nonexclusive
- 8.29. Ownership of Materials
- 8.30. Prompt Return of Contract Documents
- 8.31. Records
- 8.32. Right to Negotiate Final Fees
- 8.33. Solicitation Documents
- 8.34. Solicitation Protest
- 8.35. Subcontractors
- 8.36. Survival
- 8.37. Termination
- 8.38. Use of Broker

**SECTION 9: Special Terms and Conditions .....31**

- 9.1. Insurance
- 9.2. Licensing Requirement
- 9.3. Invoices and Payments and Taxes
- 9.4. Personnel
- 9.5. Contractor Capacity
- 9.6. Holidays (Observed)
- 9.7. Post Award Conference (Contract Kick-Off Meeting)
- 9.8. Unauthorized Use of RRHC Equipment

**SECTION 10: Required Forms**

## **SECTION 1: Introduction**

### **1.1. INTRODUCTION**

The River Rouge Housing Commission (hereinafter, "the RRHC") is a public entity that was formed in 1938 to provide federally subsidized housing and housing assistance to low-income families, within the City of River Rouge and Wayne County, Michigan. The RRHC is headed by an Executive Director (ED) and is governed by a five-person board of commissioners and is subject to the requirements of Title 24 of the Code of Federal Regulations (hereinafter, "CFR") and the RRHC's procurement policy. Though brought into existence by a Resolution of the City of River Rouge, it is a separate entity from the City.

The RRHC provides federally subsidized housing and housing assistance to low-income families and manages a public housing portfolio and Housing Choice Voucher (HCV) portfolio. The RRHC offers 300 public housing apartments for rent as well as 249 Section housing vouchers for low-income families. The 300 units are divided into four resident areas:

- Seneca Terraces was constructed in 1952 (48 units located on Polk St. and Beechwood)
- Iroquois Terraces was constructed in 1952 (52 units located on Goodell St.)
- Seneca and Iroquois Terraces in 1958 (100 units located on Polk, Beechwood, and Goodell streets)
- Community Sites were constructed in 1963 (100 units located throughout the community at Superior Ct. Lenoir Ct, Kleinow St. Polk St, and Goodell St.

In addition to our 300 units of public housing, we also administer 249 Section 8 vouchers from our Housing Choice Voucher (HCV) program. The Section 8 program first came into existence in River Rouge in 1977 under the Section 8 Existing Housing Program.

In keeping with its mandate to provide efficient and effective services, the RRHC is now soliciting proposals from qualified, licensed and insured entities to provide the above noted services to the RRHC. All proposals submitted in response to this solicitation must conform to all the requirements and specifications outlined within this document and any designated attachments in its entirety.

### **1.2 CONTACT/ACCESS INFORMATION AT A GLANCE**

[Table No. 1]

RRHC CONTRACTING OFFICER [NOTE: Unless otherwise specified, any reference herein to "Contracting Officer" or "(CO)" shall be a reference to Eboni Nugin or her designee.]	Eboni Nugin, <a href="mailto:enugin@riverrougehousing.com">enugin@riverrougehousing.com</a>
RRHC CONTACT PERSON [NOTE: Unless otherwise specified, any reference herein to "Procurement Administrator" or "(PA)" shall be a reference to Jessica Williams]	Jessica Williams, <a href="mailto:jwilliams@riverrougehousing.com">jwilliams@riverrougehousing.com</a>

HOW TO FULLY RESPOND TO THIS RFQ  
BY SUBMITTING A PROPOSAL SUBMITTAL

1. Please see the following Section 6 on page 11  
of this RFQ Document

~ END OF SECTION 1 ~

## SECTION 2: The RRHC's Reservations of

---

- 2.1 Right to Reject, Waive, or Terminate the RFQ.** Reject any or all proposals, to waive any informality in the RFQ process, or to terminate the RFQ process at any time, if deemed by the RRHC to be in its best interests.
- 2.2 Right to Not Award.** Not award a contract pursuant to this RFQ.
- 2.3 Right to Terminate.** Terminate a contract awarded pursuant to this RFQ, at any time for its convenience upon 10 days written notice to the Contractor(s).
- 2.4 Right to Determine Time and Location.** Determine the days, hours, and locations that the successful proposer (hereinafter, "Contractor") shall provide the services called for in this RFQ.
- 2.5 Right to Retain Proposals.** Retain all proposals submitted and not permit withdrawal for a period of 60 days subsequent to the deadline for receiving proposals without the written consent of the RRHC Contracting Officer (CO).
- 2.6 Right to Negotiate.** Negotiate the fees proposed by the proposer entity.
- 2.7 Right to Reject Any Proposal.** Reject and not consider any proposal or proposer that does not meet the requirements of this RFQ, including but not necessarily limited to incomplete proposals and/or proposers offering alternate or non-requested services.
- 2.8 No Obligation to Compensate.** Have no obligation to compensate any proposer for any costs incurred in responding to this RFQ.
- 2.9 Right to Prohibit.** At any time during the RFQ or contract process, prohibit any further participation by a proposer or reject any proposal submitted that does not conform to any of the requirements detailed herein. By accessing the [ha.economicengine.com](http://ha.economicengine.com) eProcurement Marketplace (hereinafter, the "eProcurement Marketplace" or the "Marketplace") and by downloading this document, each prospective proposer is thereby agreeing to abide by all terms and conditions listed within this document and within the eProcurement Marketplace, and further agrees that he/she will inform the CO in writing within 5 days of the discovery of any item listed herein or of any item that is issued thereafter by the RRHC that he/she feels needs to be addressed. Failure to abide by this timeframe shall relieve the RRHC, but not the prospective or actual proposer, of any responsibility pertaining to such issue.
- 2.10 Right to Reject - Obtaining Competitive Solicitation Documents.** The eProcurement Marketplace is the only official and appropriate venue to obtain the competitive solicitation documents (and any other information pertaining to the RFQ such as addenda). Accordingly, by submitting a response to this RFQ the respondent thereby affirms that he/she obtained all information on the eProcurement Marketplace. Any other group such as a proposal depository that informs potential respondents of the availability of such competitive solicitations are hereby instructed to not distribute these documents to any such potential respondents, but to instruct the potential respondents to visit the eProcurement Marketplace to obtain the documents. The RRHC will reject without consideration any response submitted from a firm that RRHC not obtained the documents from the eProcurement Marketplace.

~ END OF SECTION 2 ~

## **SECTION 3: RFQ Intent and Notices to Proposers**

---

### **3.1. RFQ INTENT**

The RRHC is seeking proposals from qualified and licensed entities to provide the RRHC with Architectural and Engineering (A&E) Services. The selected firm shall furnish sufficient organization, personnel and management staff with the necessary skill and judgment to perform all the duties and responsibilities normally associated with A&E Services.

### **3.2. WRITTEN PROPOSAL**

A proposer shall provide a written proposal, fully compliant with all preceding instructions to RRHC. Award may not be made to any proposer who RRHC not been responsive to all instructions, certifications, and representations indicated in this solicitation, or cannot satisfactorily demonstrate within its proposal the ability to perform all subcontract requirements. Only information contained in a proposal or furnished by a Proposer during an oral presentation, if applicable, will be evaluated.

### **3.3. DISCLAIMER**

This is a Solicitation only; it is not a contract. The RRHC shall assume no obligation to pay or reimburse any person or entity for any costs, fees or expenses incurred in preparation of a response to this Solicitation, or for any meetings and/or travel costs related to such response. All proposals submitted to and accepted by the RRHC shall become the exclusive property of the RRHC and shall not be returned. The RRHC reserves the right to reject any or all proposals in full or in part and/or to waive any technicalities and/or informalities as best may serve the interests of the RRHC. The RRHC is under no obligation to any proposer until a contract is executed for the Services described herein.

### **3.4. AUTHORITY TO DISTRIBUTE SOLICITATION DOCUMENTS**

The RRHC is the sole entity with the authority to issue and/or distribute any Solicitation Documents and/or information related thereto. All Solicitation Documents obtained from any source other than the RRHC may be incomplete or incorrect. The RRHC assumes no responsibility for any error, omission or misinterpretation resulting from the reliance or use of any Solicitation Documents not both issued and distributed by the RRHC. All Solicitation Documents shall be posted on the agency website: [www.riverrougehousing.com](http://www.riverrougehousing.com)

### **3.5. ACCEPTANCE**

The submission of a proposal shall constitute acknowledgement and acceptance by the proposer of the requirements, specifications and terms and conditions specified herein.

### **3.6. RESTRICTED DISCUSSIONS**

Proposers are prohibited from discussing this Solicitation or any part thereof with any employee, agent, or representative of the RRHC except as expressly authorized herein. The RRHC may, in its sole discretion, reject the Proposal submitted by any Proposer who is in violation of this provision. All verbal statements and/or answers to questions relative to this Solicitation shall not be considered binding, valid or enforceable.

~ END OF SECTION 3 ~

## **SECTION 4: Solicitation Schedule and Information**

### **4.1. SOLICITATION SCHEDULE.**

Below is the schedule of events for this Solicitation. The RRHC reserves the right to modify the Solicitation Schedule at any time as best may serve the interests of the RRHC; all modifications shall be made by addendum or amendment and posted on the noted internet system. Unless otherwise specified, all references herein to times of day shall be Eastern Time (daylight or standard, as applicable).

<b>EVENT</b>	<b>DATE</b>	<b>TIME</b>
<b>A. Solicitation Issued:</b>	<b>March 20, 2025</b>	<b>N/A</b>
<b>B. Pre-Proposal Conference:</b> <i>See Subsection 4.2 for additional information</i>	<b>N/A</b>	
<b>C. Proposer Questions Due in Writing:</b> <i>See Subsection 4.3 for additional information</i>	<b>April 16, 2025</b>	<b>by 5:00 PM</b>
<b>D. RRHC's Answers to Questions Issued:</b> <i>See Subsection 4.4 for additional information</i>		<b>by 5:00 PM</b>
<b>E. Submission Deadline:</b> <i>See Subsection 4.5 for additional information</i>	<b>April 24, 2025</b>	<b>by 3:00 PM</b>

### **4.2. SUBMISSION OF PROPOSER QUESTIONS.**

All questions regarding this Solicitation shall be submitted through the eProcurement system and shall be received by the date and time specified in the Solicitation Schedule. All questions received not in compliance with this paragraph will not be answered unless the RRHC, at its sole discretion, deems that a response to a question is necessary to clarify anything in the Solicitation Documents.

### **4.3. RRHC'S ANSWERS TO PROPOSER QUESTIONS.**

The RRHC's answers to questions submitted by proposers will be posted by addendum on the above noted internet system on the date specified in the Solicitation Schedule.

### **4.4. SUBMISSION DEADLINE.**

All submissions are due on April 24, 2025, proposals received after this deadline will not be accepted.

### **4.5. COST INCURRED IN PREPARING PROPOSALS.**

Proposers will be responsible for all cost incurred in preparing a response to this RFQ. All materials and documents submitted by prospective owners or development teams will become the property of RRHC and will not be returned. Any materials submitted that a Proposer(s) considers to be proprietary must be clearly marked as such to keep it out of the public record. Proposers selected for further interview or negotiations will be responsible for all costs incurred during these processes.

~ END OF SECTION 4 ~



## **SECTION 5: Scope of Proposal**

---

### **5.1. SCOPE OF PROPOSAL/TECHNICAL SPECIFICATIONS.**

The River Rouge Housing Commission is seeking proposals from qualified, licensed and insured entities to provide the RRHC with the following detailed services:

#### **A. More than One Award Possible.**

The RRHC reserves the right to complete award to one firm only or to complete award to multiple firms. If award is made to more than one firm, such awards will be based on the RRHC's opinion that a firm can offer the RRHC greater value for a certain service area ("service area(s)" as detailed within the immediate following Section 6). The RRHC reserves the right to make such decision at any time during the ensuing contract period(s) meaning, the RRHC could initially make award to one firm only, then, at any time during the ensuing contract period(s), decide to make an additional award(s) if the RRHC decides such is in its best interests to do so.

#### **B. General Service Areas.**

The RRHC intends to award a contract to a full-service architecture/engineering firm(s) to provide architectural and engineering services (A/E) for various projects the RRHC may need throughout the year. Firms are expected to have the capability to perform any and all services listed herein. Services will include, but are not limited to, typical A/E services pertaining to, on an as-needed basis at the RRHC's discretion, both new construction and rehabilitation of buildings, and on land that the RRHC owns. Services may include, but are not limited to, typical A/E services pertaining to:

- a. Architectural Design;
- b. Construction contract administration and/or management;
- c. Cost estimating;
- d. Energy Specialist / Green Building Rater;
- e. Environmental Review;
- f. Fire Protection Engineer;
- g. Landscape design;
- h. MEP / Structural Engineers;
- i. Site planning and surveying;
- j. Soil / Geotech / Environmental Engineers;
- k. Structural, mechanical, electrical, and civil engineering;
- l. Any other related services that may be typically performed by either an architectural or engineering firm in its normal course of business.
- m. Additional service areas may include, but are not limited to:
  - Site and Storm Drainage Systems;
  - Roof Systems;
  - Paving, Curbing, Sidewalks, Driveways; Flat Work;
  - Renovations and Rehabilitation of existing structures;
  - Demolition work;
  - Building Systems, include HVAC, Ventilation, Plumbing, Fire Protection, Electrical, Lighting, Acoustics, and Structural Systems.

#### **C. Phases of the A/E Services**

- a. Schematic Design/Preliminary Study Phase;
- b. Design Development Phase;

- c. Bidding, Construction, and Contract Document Phase;
- d. Bidding and Award Phase;
- e. Construction Phase; and
- f. Post Completion/Warranty Phase

**D. Design Product.**

Any design product shall meet all state and local code requirements and shall conform to all applicable local codes, ordinances, regulations, and standards, including HUD's Section 504 programs; UFAS; ADA; and ANSI requirements. The design may also include coordination for the abatement of hazardous materials as well as demolition of existing structures.

**E. Method of Award (Task Order).**

The RRHC will retain the right to contract with any of the responsive and responsible proposers as a result of this RFQ, which shall occur in the following manner (this is sometimes called "forming a pool" of contractors that the RRHC may draw from):

- a. Each proposer will be ranked as a result of the evaluation detailed within the following Section 6 herein.
- b. Once the evaluation has been completed, when the RRHC has need to complete an award, assigned staff will contact the 1<sup>st</sup>-ranked proposer to ascertain as to whether or not that contractor is available to do the work within the reasonable time-frame the RRHC has established for that work; if the firm is available within the RRHC's requirements, the RRHC shall then, in conformance with all HUD requirements, attempt to negotiate a reasonable cost with the available firm. If such negotiation cannot be successfully concluded within 5 business days (or sooner, if the RRHC decides such is in its best interests), the RRHC shall retain the right to suspend negotiations with that firm and proceed to the 2<sup>nd</sup>-ranked firm. PLEASE NOTE: Once the RRHC has ended negotiations with the 1<sup>st</sup>-ranked firm, the RRHC SHALL NOT again enter into negotiations with that firm pertaining to that task order. This process may be repeated by the RRHC with ensuing ranked firms until the RRHC has successfully negotiated a reasonable cost.
- c. If, as detailed within the preceding Section 5.1(E) (b), any ranked proposer is repeatedly not available; not able to successfully reach a negotiated cost; and/or poor performance issues are documented, the RRHC reserves the right to adjust the ranking list for that service pool by dropping the proposer from their ranked position, to the last position or remove them entirely from the ranking and shift the remainder of the list up one step.

**5.2. CONTRACTOR'S ON-SITE PERSONNEL.**

The contractor shall perform criminal history checks and drug screening tests on all contractor personnel that perform work (either on-site or off-site) for the RRHC, and, if the RRHC so requests, the contractor shall provide the RRHC such results. Such persons whose criminal history check discloses a misdemeanor or felony involving moral turpitude or harm to persons or property or any sexual offenses will not be employed to perform work under the ensuing contract. Such tests and screening shall be performed at the sole expense of the contractor. RRHC reserves the right to request the removal of any contractor personnel from performing services for the RRHC.

**5.3. CONTRACTOR'S STAFF IDENTIFICATION.**

The contractor's staff shall, at all times, wear identification clothing and contractor ID when conducting on-site services for the RRHC.

**5.4. TASK ORDER BASIS FOR ADDITIONAL SERVICES.**

It is possible that during the term of the ensuing contract that the RRHC may have need of additional services from the contractor that have not been specifically detailed herein. The RRHC will only order such additional services by use of a fully completed Task Order form (please see Attachment H-1), upon agreement of the task order specifics between the Contractor and the RRHC. Such work shall be calculated through mutual negotiation, using the information submitted by the Contractor, including the proposed fees submitted by the Contractor.

**5.5. PREVIOUS/CURRENT CONTRACTOR(S)**

The RRHC's current contractor for these services is Lott Naugle Architects of Savannah, GA, who was retained in 2018.

~ END OF SECTION 5 ~

## SECTION 6: Proposal Format and Submission Instructions

---

### 6.1. **TABBED PROPOSAL SUBMITTAL**

So that the RRHC can properly evaluate the offers received, all proposals submitted in response to this RFQ must be formatted in accordance with the sequence noted within the table below. Each category must be separated by numbered index dividers (which number extends so that each tab can be located without opening the proposal) and labeled with the corresponding tab reference also noted below. None of the proposed services may conflict with any requirement the RRHC published herein or RRHC issued by addendum.

#### A. **Part A: Technical Proposal**

The Technical Proposal shall be submitted separate from the Price Proposal and include material organized into sections as follows:

a. **Form of Proposal.**

This Form is attached hereto as Attachment A to this RFQ document. This 1-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

b. **Form HUD-5369-C (8/93), *Certifications and Representations of Proposers, Non-Construction Contract.***

This Form is attached hereto as Attachment B to this RFQ document. This 2-page Form must be fully completed, executed where provided thereon and submitted under this tab as a part of the proposal submittal.

c. **Profile of Firm Form**

The Profile of Firm Form is attached hereto as Attachment C to this RFQ document. This 2-page Form must be fully completed, executed and submitted under this tab as a part of the proposal submittal.

d. **Proposed Services**

As more fully detailed within Section 2.0, *Scope of Proposal/Technical Specifications*, of this document, the proposer shall, at a minimum, clearly detail within the information submitted under this tab documentation showing:

a. As detailed within Section 7.3, Evaluation Factor No. 1, herein, Evidence of the proposers **ABILITY TO PERFORM THE WORK** as indicated by profiles of the principals' and staffs' professional and technical competence and experience, and their facilities.

b. As detailed within Section 7.3, Evaluation Factor No. 2, herein, Evidence of the proposers **CAPABILITY TO PROVIDE PROFESSIONAL SERVICES** in a timely manner.

c. As detailed within Section 7.3, Evaluation Factor No. 3, herein, Evidence of the proposers **PAST PERFORMANCE** in terms of cost control, quality of work, and compliance with performance schedules, and utilization of green design and technologies.

e. As detailed within Section 7.3, Evaluation Factor No. 4, herein, the proposer's **DEMONSTRATED KNOWLEDGE** of local building codes and Federal building alterations requirements. (NOTE: The RRHC

will place particular importance on Experience and Past Performance with Historic Preservation projects, the Savannah Historic District Board of Review, City of Savannah and Chatham County, GA governments.)

- A fully completed copy of Attachment H, Standard Form 330 (6/2004), *Architect-Engineer Qualifications*.
- If appropriate, how staff are retained, screened, trained, and monitored.
- The proposed quality control program.
- An explanation and copies of forms that will be used and reports that will be submitted and the method of such reports (i.e. written; fax; internet; etc.).
- A complete description of the products and services the firms provide.

e. **Managerial Capacity/Financial Viability/Staffing Plan.**

The proposer entity must submit under this tab a concise history of the business, description of its managerial and financial capacity to deliver the proposed services, including brief professional resumes for the persons identified within areas (5) and (6) of Attachment C, *Profile of Firm Form*. Such information shall include the proposer's qualifications to provide the services; a description of the background and current organization of the firm (including a current organizational chart).

f. **Client Information**

The proposer shall submit a listing of former or current clients, including Public Housing Authorities, for whom the proposer RRHC performed similar or like services to those being proposed herein. The listing shall, at a minimum, include:

- a. The client's name;
- b. The client's contact name;
- c. The client's telephone number;
- d. The client's email address;
- e. A brief narrative description and scope of the service(s) and the dates the services were/are provided

g. **Equal Employment Opportunity/Supplier Diversity.**

The proposer must submit under this tab a copy of its Equal Opportunity Employment Policy and a complete description of the positive steps it will take to ensure compliance, to the greatest extent feasible, with the regulations detailed within the following Section 6.5. herein pertaining to supplier diversity (e.g., small, minority-, and women-owned businesses).

h. **Subcontractor/Joint Venture Information (Optional Item).**

The proposer shall identify hereunder whether he/she intends to use any subcontractors for this job, if awarded, and/or if the proposal is a joint venture with another firm. Please remember that all information required from the proposer under the proceeding tabs must also be included for any major subcontractors (10% or more) or from any joint venture. NOTE: The RRHC will not entertain separate pricing from any subcontractors. Billing will only be received from the prime contractor.

i. **Section 3 Business Preference Documentation (Optional Item).**

For any proposer claiming a Section 3 Business Preference, he/she shall under this tab include the fully completed and executed Section 3 Business Preference Certification Form attached hereto as Attachment D and any documentation required by that form.

j. **Other Information (Optional Item).**

The proposer may include hereunder any other general information that the proposer believes is appropriate to assist the RRHC in its evaluation.

k. **Optional Tabs.**

If no information is to be placed under any of the above noted tabs (especially the "Optional" tabs), please place there under a statement such as "NO INFORMATION IS BEING PLACED UNDER THIS TAB" or "THIS TAB LEFT INTENTIONALLY BLANK." DO NOT eliminate any of the tabs.

j. **Proposal Submittal Binding Method.**

It is preferable and recommended that the proposer bind the proposal submittals in such a manner that the RRHC can, if needed, remove the binding (i.e., "spiral-type" etc.) or remove the pages from the cover (i.e. 3-ring binder; etc.) to make copies, then conveniently return the proposal submittal to its original condition.

**B. Part B: Non-Price Proposal**

**A. No Fees Proposed**

No fees shall be discussed or proposed, either verbally or in writing, during the RFQ competitive solicitation process. As may be detailed herein, if the RRHC makes award to one firm only, in such case the RRHC does not guarantee any minimum or maximum amount of work as a result of any award ensuing from this RFQ, but will reserve the right to award any amount of work on an as-needed basis.

a. **Potential Guaranteed Contract Minimum Amount and Not-to-exceed Maximum Amount.**

However, if the RRHC chooses, at any time during the ensuing contract period(s), to make award to more than one firm, then the ensuing contract will be an Indefinite Quantities Contract (IQC), which, pursuant to HUD regulation, requires the RRHC to award to each responsive and responsible contractor who receives an award a Guaranteed Contract Minimum Amount (GCMA) and a Not-to-exceed Maximum Contract Amount (NMCA) of work, those required minimum and maximum contract levels are (on an annual basis to any firm that receives an eventual award during that year): (a) GCMA: \$3,000; (b) NMCA: \$1,000,000. This GCMA and NMCA shall only apply to any firm that the RRHC does business with by completing an award to that firm(s); meaning, any firm that does not eventually receive an award, then that firm is not subject to this section.

b. **No Deposit/No Retainer.**

The RRHC will NOT pay any deposits or retainer fees as a result of award of the ensuing contract. This means that the RRHC will pay the successful proposer(s) for actual work performed only.

c. **No travel Expense Allowed.**

As there are a suitable number of qualified firms in the Savannah, GA region, the RRHC will not be negotiating any travel expense (e.g. airfare; rental cars; lodging; per diem; etc.), except, at the RRHC's discretion, mileage, for the successful proposer to provide the services. Any mileage allowed will be at the current IRS rate only; the RRHC will negotiate limited "windshield time" based upon a reasonable amount of time that it may take the chosen proposer to get to the RRHC. The RRHC may allow limited mobilization (if such occurs, it will be the result of specific negotiation).

**6.2. PROPOSAL SUBMISSION**

All hard-copy" proposals must be submitted and time-stamped received in the designated RRHC office by no later than the submittal deadline stated herein (or within any ensuing addendum). A total of 1 original signature copy (marked "ORIGINAL") and 4 exact copies (each of the 5 separate proposal submittals shall have a cover and extending tabs) of the "hard copy" proposal submittal, shall be placed unfolded in a sealed package and addressed to:

**River Rouge Housing Commission  
Attn: Eboni Nugin, Contracting Officer-RFQ No. 0005-  
2025 Architectural/Engineering Services  
180 Visger Road  
River Rouge, MI 48218**

**A. Exterior of the Submittal Package.**

The package exterior must clearly denote the above noted RFQ number and must have the proposer's name and return address. Proposals received after the published deadline will not be accepted.

**B. Submission Conditions.**

DO NOT FOLD OR MAKE ANY ADDITIONAL MARKS, NOTATIONS, OR REQUIREMENTS ON THE DOCUMENTS TO BE SUBMITTED! Proposers are not allowed to change any requirements or forms contained herein, either by making or entering onto these documents or the documents submitted any revisions or additions; and if any such additional marks, notations or requirements are entered on any of the documents that are submitted to the RRHC by the proposer, such may invalidate that proposal. If, after accepting such a proposal, the RRHC decides that any such entry RRHC not changed the intent of the proposal that the RRHC intended to receive, the RRHC may accept the proposal and the proposal shall be considered by the RRHC as if those additional marks, notations, or requirements were not entered on such. By accessing the eProcurement Marketplace, registering, and downloading these documents, each prospective proposer that does so is thereby agreeing to confirm all notices that the RRHC thereby agreeing to abide by all terms and conditions published herein and by addendum pertaining to this RFQ.

**C. Submission Responsibilities.**

It shall be the responsibility of each proposer to be aware of and to abide by all dates, times, conditions, requirements, and specifications set forth within all applicable documents issued by the RRHC, including the RFQ document, the documents listed within the following Section 6.6, and any addenda and required attachments submitted by the proposer. By virtue of completing, signing, and submitting the completed documents, the proposer is stating his/her agreement to comply with all

conditions and requirements set forth within those documents. Written notice from the proposer not authorized in writing by the CO to exclude any of the RRHC requirements contained within the documents may cause that proposer to not be considered for award.

**6.3. PROPOSER'S RESPONSIBILITIES - CONTACT WITH THE RRHC**

It is the responsibility of the proposer to address all communication and correspondence pertaining to this RFQ process to the CO only. Proposers must not make inquiry or communicate with any other RRHC staff member or official (including members of the Board of Commissioners) pertaining to this RFQ. Failure to abide by this requirement may be cause for the RRHC to not consider a proposal submittal received from any proposer who RRHC not abided by this directive.

**A. Addenda.**

All questions and requests for information must be addressed in writing to the CO. The CO will respond to all such inquiries in writing by addendum to all prospective proposers (i.e. firms or individuals that have obtained the RFQ Documents). During the RFQ solicitation process, the CO will NOT conduct any *ex parte* (a substantive conversation—"substantive" meaning, when decisions pertaining to the RFQ are made—between the RRHC and a prospective proposer when other prospective proposers are not present) conversations that may give one prospective proposer an advantage over other prospective proposers. This does not mean that prospective proposers may not call the CO—it simply means that, other than making replies to direct the prospective proposer where his/her answer RRHC already been issued within the solicitation documents, the CO may not respond to the prospective proposer's inquiries but will direct him/her to submit such inquiry in writing so that the CO may more fairly respond to all prospective proposers in writing by addendum.

**6.4. PROPOSER'S RESPONSIBILITIES - EQUAL EMPLOYMENT OPPORTUNITY AND SUPPLIER DIVERSITY.**

Both the Contractor and the RRHC have, pursuant to HUD regulation, certain responsibilities pertaining to the hiring and retention of personnel and subcontractors.

**A. Within 2 CFR §200.321 it states:**

- a. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.
- b. (a) The non-federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- c. (2) Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into



smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;

- (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises;
- (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development RRHC of the Department of Commerce; and
- (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**B. Within HUD Procurement Handbook 7460.8 REV 2 it states:**

- a. **Section 15.5.A, Required Efforts.** Consistent with Presidential Orders 11625, 12138, and 12432, the RRHC shall make every effort to ensure that small businesses, MBEs, WBEs, and labor surplus area businesses participate in RRHC contracting.
- b. **Section 15.5.B, Goals.** The RRHC is encouraged to establish goals by which they can measure the effectiveness of their efforts in implementing programs in support of . . . contracting with disadvantaged firms. It is important to ensure that the means used to establish these goals do not have the effect of limiting competition and should not be used as mandatory set-aside or quota, except as may otherwise be expressly authorized in regulation or statute. Some localities have adopted minority contracting set-aside policies or geographic limitations, which may be in conflict with Federal requirements for full and open competition.

**C. Within our RRHC Procurement Policy it states that our RRHC will:**

- a. **Assistance to Small and Other Business, Required Efforts:**
  - Including such firms, when qualified, on solicitation mailing lists;
  - Encouraging their participation through direct solicitation of proposals or proposals whenever they are potential sources;
  - Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by such firms;
  - Establishing delivery schedules, where the requirement permits, which encourage participation by such firms;
  - Using the services and assistance of the Small Business Administration, and the Minority Business Development RRHC of the Department of Commerce;
  - Including in contracts, to the greatest extent feasible, a clause requiring contractors, to provide opportunities for training and employment for lower income residents of the project area and to award subcontracts for work in connection with the project to

business concerns which provide opportunities to low- income residents, as described in 24 CFR Part 75 (so-called Section 3 businesses); and

- Requiring prime contractors, when subcontracting is anticipated, to take the positive steps listed above.

#### **D. Requirements**

Accordingly, please see Section 6.1 (g) herein which details the information pertaining to this issue that the proposer must submit in response to this proposal showing compliance, to the greatest extent feasible, with these regulations.

#### **6.5. Recap of Attachments.**

It is the responsibility of each proposer to verify that he/she RRHC downloaded the following attachments pertaining to this RFQ, which are hereby by reference included as a part of this RFQ:

[Table No. 2]

<b>DOCUMENT NO.</b>	<b>ATTACHMENT</b>	<b>ATTACHMENT DOCUMENT</b>
<b>1.0</b>	-----	This RFQ Document
<b>2.0</b>	<b>A</b>	Form of Proposal
<b>3.0</b>	<b>B</b>	Form HUD-5369-C (8/93), <i>Certifications and Representations of Proposers, Non- Construction Contract</i>
<b>4.0</b>	<b>C</b>	Profile of Firm Form
<b>5.0</b>	<b>D</b>	Section 3 Form Submittal Form
<b>5.1</b>	<b>D-1</b>	Section 3 Explanation
<b>6.0</b>	<b>E</b>	Form HUD-5369-B (8/93), <i>Instructions to Proposers, Non- Construction</i>
<b>7.0</b>	<b>F</b>	RRHC Supplemental Instructions to Proposers & Contractors (SIPC)
<b>8.0</b>	<b>G</b>	RRHC Sample Contract Form, form HUD-51915 (1/2014), <i>Model Form of Agreement Between Owner and Design Professional</i>
<b>8.1</b>	<b>G-1</b>	Sample Contract Appendix No.1: Form HUD-5370-C (10/2006), <i>General Conditions for Non-Construction Contracts Section I (With or without Maintenance Work)</i>
<b>8.2</b>	<b>G-2</b>	Sample Contract Appendix No. 2: Supplemental Conditions to form HUD-51915, as required by 2 CFR §200.326, Appendix II.
<b>8.3</b>	<b>G-3</b>	Sample Contract Appendix No. 3: <i>Section 3 Plan</i>
<b>8.4</b>	<b>G-4</b>	Sample Contract Appendix No.4: <i>Georgia E-Verify Affidavit</i>

8.5	G-5	Sample Contract Appendix No. 5: form HUD 50071 (01/14), <i>Certification of Payments to Influence Federal Transactions</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the RRHC anticipates that total awards pursuant to the ensuing contract may or will exceed \$100,000.)
8.6	G-6	Sample Contract Appendix No. 6: Standard Form LLL (Rev. 01/14), <i>Disclosure of Lobbying Activities</i> (NOTE: This form will only be completed and included as a part of the ensuing contract if the Contractor designates an affirmative answer to Item No. (2) within the immediate identified form 50071.)
9.0	H	What your Business Needs to Know About Georgia's E-Verify Requirements (NOTE: Not a contract appendix; attached for informational purposes only pertaining to the preceding identified Contract Appendix No. G-3 herein.)
10.0	I	Standard Form 330 (6/2004), <i>Architect-Engineer Qualification</i>

~ END OF SECTION 6 ~

## SECTION 7: Evaluation Criteria and Selection Process

### 7.1. EVALUATION FACTORS

The following factors will be utilized by the RRHC to evaluate each proposal submittal received; award of points for each listed factor will be based upon the documentation that the proposer submits within his/her proposal submittal:

[Table No. 4]

NO.	MAX POINT VALUE	FACTOR TYPE	FACTOR DESCRIPTION
1	20 points	Subjective (Technical)	Evidence of the proposers <b>DEMONSTRATED ABILITY TO PERFORM THE WORK</b> as indicated by profiles of the principals' and staffs' professional and technical competence and experience, and their facilities.
2	20 points	Subjective (Technical)	Evidence of the proposers <b>DEMONSTRATED CAPABILITY TO PROVIDE PROFESSIONAL SERVICES</b> in a timely manner.
3	20 points	Subjective (Technical)	Evidence of the proposers <b>DEMONSTRATED SUCCESSFUL PAST PERFORMANCE</b> in terms of cost control, quality of work, and compliance with performance schedules, and utilization of green design and technologies.
4	30 points	Subjective (Technical)	The proposer's <b>DEMONSTRATED KNOWLEDGE</b> of and <b>EXPERIENCE</b> with local building codes and Federal building alterations requirements. Demonstrated Knowledge and Experience with City of River Rouge Historic Review Board, City of River Rouge and Wayne County governments.
5	10 points	Subjective (Technical)	The <b>OVERALL QUALITY, ORGANIZATION, and PROFESSIONAL APPEARANCE</b> of the <b>PROPOSAL SUBMITTED</b> , based upon the opinion of the evaluators
	100 points		<b>Total Points (other than preference points)</b>

\*NOTE: Points will be awarded for each Subjective Factor by each of the appointed evaluation committee members based on his/her opinion after a thorough review of the information submitted by each proposer within his/her proposal.

#### A. Preference Evaluation Factor.

The following factors will be utilized by the CO to evaluate each proposal submittal received:

(1) NO.	(2) MAX POINT	(3) FACTOR TYPE	(4) FACTOR DESCRIPTION
6		<b>Objective</b>	<b>SECTION 3 BUSINESS PREFERENCE PARTICIPATION.</b> A firm may qualify for Section 3 status as detailed within Attachments D and D-1 (NOTE: A max of 15 points)
6a	<b>15 points</b>		<b>Priority I, Category 1a.</b> Business concerns that are 51 percent or more owned by residents of the housing development or developments for which the Section 3-covered assistance is expended.
6b	<b>13 points</b>		<b>Priority II, Category 1b.</b> Business concerns whose workforce includes 30 percent of residents of the housing development for which the Section 3-covered assistance is expended, or within three (3) years of the date of first employment with the business concern, were residents of the Section 3-covered housing development.
6c	<b>11 points</b>		<b>Priority III, Category 2a.</b> Business concerns that are 51 percent or more owned by residents of any other housing development or developments.
6d	<b>9 points</b>		<b>Priority IV, Category 2b.</b> Business concerns whose workforce includes 30 percent of residents of any other public housing development or developments, or within three (3) years of the date of first employment with the business concern, were "Section 3" residents of any other public housing development.
6e	<b>7 points</b>		<b>Priority V, Category 3.</b> Business concerns participating in HUD Youth-build programs being carried out in the metropolitan area in which the Section 3-covered assistance is expended.
6f	<b>5 points</b>		<b>Priority VI, Category 4a.</b> Business concerns that are 51 percent or more owned by Section 3 residents in the metropolitan area, or whose permanent, full-time workforce includes no less than 30 percent of Section 3 residents in the metropolitan area, or within three (3) years of the date of employment with the business concern, were Section 3 residents in the metropolitan
6g	<b>3 points</b>		<b>Priority VII, Category 4b.</b> Business concerns that subcontract in excess of 25 percent of the total amount of subcontracts to Section 3 business concerns.
<b>6h</b>	<b>15 points</b>		<b>Maximum Available Preference Points (Additional)</b>
	<b>115 points</b>		<b>Total Possible Points</b>

## 7.2. **EVALUATION METHOD.**

Below is the anticipated selection process for this Solicitation:

### A. **Review for Responsiveness**

Each proposal received will first be evaluated for responsiveness (i.e. meets the minimum of the requirements).

**B. Evaluation Packet**

An evaluation packet will be prepared for each evaluator, including the following documents:

- a. Instructions to Evaluators;
- b. Proposal Tabulation Form;
- c. Written Narrative Form for each proposer;
- d. Recap of each proposer's responsiveness;
- e. Copy of all pertinent RFQ documents.

**C. Evaluation Committee.**

The RRHC anticipates that it will select a minimum of a three-person committee to evaluate each of the responsive "hard copy" proposals submitted in response to this RFQ. PLEASE NOTE: No proposer shall be informed at any time during or after the RFQ process as to the identity of any evaluation committee member. If, by chance, a proposer does become aware of the identity of such person(s), he/she SHALL NOT make any attempt to contact or discuss with such person anything related to this RFQ. As detailed within Section 6.3 of this document, the designated CO is the only person at the RRHC that the proposers shall contact pertaining to this RFQ. Failure to abide by this requirement may (and most likely will) cause such proposer(s) to be eliminated from consideration for award.

**D. Evaluation.**

The CO will evaluate and award points pertaining to Evaluation Factors No. 6 (the "Objective" Factor). The appointed evaluation committee, independent of the CO or any other person at the RRHC, shall evaluate the responsive proposals submitted and award points pertaining to Evaluation Factors No. 1 through 5 (the "Subjective" Factors). Upon final completion of the proposal evaluation process, the evaluation committee will forward the completed evaluations to the CO.

**a. Points Awarded Range.**

Pertaining to the Subjective Factors, please note the following range of points awarded (points pertaining to this RFQ are shaded—please also see the Evaluation Factors detailed within the preceding Section 6.3):

[Table No. 5]

PONITS AWARDED RANGE									
Classification*	Rating	%	5	10	15	20	25	30	100**
Acceptable	Excellent	95%/+	5	9-10	13-15	17-20	21-25	24-30	95-100
Acceptable	Very Good	90%/+	4	7-8	10-12	13-16	16-20	19-24	90-94
Potentially Acceptable	Good	80%/+	3	5-6	7-9	9-12	11-15	13-18	80-89
Potentially Acceptable	Average	70%/+	2	3-4	4-6	5-8	6-10	7-12	70-79
Unacceptable	Poor	<70%	1	1-2	1-3	1-4	1-5	1-6	0-69

\*Pursuant to Section 7.2.N.3 of HUD Procurement Handbook 7460.8 REV 2.

\*\*Total available points to be awarded, including cost points, minus preference points.

**E. Potential "Competitive Range" or "Best and Finals" Negotiations.**

The RRHC reserves the right to, as detailed within Section 7.2.N through Section 7.2.R of HUD Procurement Handbook 7460.8 REV 2, conduct a "Best and Finals" Negotiation, which may include oral interviews, with all firms deemed to be in the competitive range. Any firm deemed not to be in the competitive range shall be notified of such in writing by the RRHC in as timely a manner as possible, but in any case, within no longer than 10 days after the beginning of such negotiations with the firms deemed to be in the competitive range.

**F. Determination of Top-ranked Proposer.**

Typically, the subjective points awarded by the evaluation committee will be combined with the objective points awarded by the CO to determine the final rankings, which is typically forwarded by the CO to the ED for approval. If the evaluation was performed to the satisfaction of the ED, the final rankings may be forwarded to the Housing Authority Board of Commissioners (BOC) at a scheduled meeting for approval. Contract negotiations may, at the RRHC's option, be conducted prior to or after the BOC approval.

**a. Minimum Evaluation Results.**

To be considered to receive an award a proposer must receive a total calculated average of at least 70 points (of the 115 total possible points detailed within Section 6.3 herein).

**b. Ties.**

In the case of a tie in points awarded, the award shall be decided as detailed within Section 6.12.C of HUD Procurement Handbook 7460.8 REV 2, by "drawing lots or other random means of selection."

**G. Notice of Results of Evaluation.**

If an award is completed, all proposers will receive by e-mail a Notice of Results of Evaluation. Such notice shall inform all proposers of:

- a. Which proposer received the award;
- b. Where each proposer placed in the process as a result of the evaluation of the proposals received;
- c. The cost or financial offers received from each proposer;
- d. Each proposer's right to a debriefing and to protest.

**H. Restrictions.**

All persons having familial (including in-laws) and/or employment relationships (past or current) with principals and/or employees of a proposer entity will be excluded from participation on the RRHC evaluation committee. Similarly, all persons having ownership interest in and/or contract with a proposer entity will be excluded from participation on the RRHC evaluation committee.

~END OF SECTION 7~

## **SECTION 8: Solicitation and Contract Terms and Conditions**

The following terms and conditions shall apply to and survive this Solicitation and be incorporated into the Contract:

### **8.1. ACCEPTANCE AND REJECTION OF PROPOSALS**

The RRHC reserves the right: (i) to accept or reject any or all Proposals in whole or in part; (ii) to waive any technicalities or informalities in Proposals; and (iii) to cancel or postpone this Solicitation at any time if determined to serve the best interests of the RRHC. The RRHC may reject the Proposal of any Proposer in arrears or in default to the RRHC on any contract, debt, or other obligation.

### **8.2. ACCURATE INFORMATION**

The Proposer certifies that all information provided or to be provided to the RRHC is true and correct and may be relied upon by the RRHC in awarding the Contract. Any false and/or misleading information is cause for the RRHC to reject the Proposer's Proposal or to terminate the Contract if awarded to the Proposer. Such rejection or termination shall relieve the RRHC of any direct or consequential damages or costs incurred by the Proposer.

### **8.3. ADDENDA AND AMENDMENTS**

In the event any addenda or amendments are issued to this Solicitation, all the terms and conditions of this Solicitation shall govern and apply unless specifically stated or modified in any such addenda or amendments. Any and all written communication not posted on the Procurement Webpage relative to this Solicitation shall not be considered binding, valid or enforceable. It is the responsibility of the Proposer to inquire about and obtain any and all addenda and/or amendments issued, all of which shall be published on the Procurement Webpage.

### **8.4. ALTERNATE PROPOSALS**

The Proposer is expected to clearly respond to the requirements set forth in this Solicitation. Any and all alternate Proposals for the Services shall be rejected as non-responsive and shall be removed from consideration.

### **8.5. ASSIGNMENT OF THE CONTRACT**

The RRHC's rights under the Contract are personal to the Contractor. It is mutually understood and agreed that the Contractor shall not assign, convey, sublet, transfer or otherwise dispose of its Contract or its right, title or interest therein, or its power to execute the Contract, to any other person without the express written consent of the RRHC; however, in no case shall such consent relieve the Contractor from its obligations under the Contract, or change the terms and conditions of the Contract.

### **8.6. BINDING PROPOSAL**

All Proposals shall remain binding for 180 calendar days following the Submission Deadline; Proposals may not be withdrawn at any time within this period. In the event an award is not made during such period, all Proposals shall be automatically extended and remain binding for an additional 180 calendar day period. Proposals shall automatically be renewed until such time as either an award is made or proper notice is given to the RRHC by a Proposer of its intent to withdraw its Proposal. Proposals may only be withdrawn by written notice to the RRHC at least fifteen (15) calendar days prior to the expiration of the then current 180 calendar day period.

### **8.7. CHANGES IN GOODS AND/OR SERVICES**

The RRHC, without invalidating the Contract, may order changes in the goods and/or services



within the general scope of the Contract, consisting of additions, deletions and/or other revisions, and the Contract sum and term shall be adjusted accordingly. Any cost or credit to the RRHC from a change in Services shall be determined by mutual written agreement between the RRHC and the Contractor. The Contractor shall provide all of the goods and services that may be required to complete the Contract at the price agreed upon. Any alterations of variables to the terms of the Contract shall not be valid or binding upon the RRHC unless made in writing and signed by the RRHC and the Contractor.

#### **8.8. CONFIDENTIALITY**

- A.** The RRHC agrees, to the extent permitted by law and in accordance with the terms set forth in this Solicitation, to hold all confidential information and material belonging to the Proposer in strictest confidence. The Proposer shall specify in writing to the RRHC the information and/or material the Proposer deems to be a trade secret or other confidential information and/or material. Written notification shall also contain the reason such information and/or material is considered to be a trade secret and/or confidential.
- B.** The Proposer agrees that all knowledge and information it may receive from the RRHC or from its officials, employees or other sources, or by virtue of the performance of Services under and pursuant to the Contract, if awarded the Contract, shall not be directly or indirectly disclosed to any person whatsoever unless authorized to do so by the RRHC Contract Administrator. This confidentiality provision shall also apply to any information, activity, or record designated by the RRHC as being "confidential" or "privileged".

#### **8.9. CONTRACT ADMINISTRATION**

- A.** The Contract Administrator shall serve as the liaison between the RRHC and the Contractor, and shall:
  - a.** Have the authority to give direction to the Contractor, monitor and inspect the Contractor's performance to ensure complete and satisfactory performance of the Contract and quality of the Contractor's work under the Contract;
  - b.** Serve as the records custodian for the Contract, which includes: issuing notices to proceed; preparing reports; and approving and/or rejecting invoices for payment.
- B.** The Contract Administrator is NOT authorized to interpret ambiguities in the Contract language or to make determinations (as opposed to recommendations): that alter, modify, cancel, or terminate the Contract, or any portions thereof; or that waives the RRHC's rights under the Contract.

#### **8.10. CONTRACT AWARD**

The RRHC reserves the right to award the Contract to multiple Proposers and/or to award the Contract in whole or in part. If for any reason, through no fault of the RRHC, the Contract is not executed within thirty (30) days following formal award, the RRHC may withdraw the award and award to another Proposer, or solicit new Proposals. In the event the RRHC receives only one (1) Proposal in response to this Solicitation, the RRHC reserves the right, in its sole discretion, to proceed as a negotiated procurement with the Proposer that submitted the Proposal.

#### **8.11. CONTRACT DISPUTES**

Any and all disputes arising under the Contract, except under the provisions for termination,

which are not disposed of by agreement between the RRHC and the Contractor, shall be decided

under procedures A-D listed below. Pending final resolution of a dispute, the Contractor shall proceed diligently with Contract performance. A claim must be in writing for a sum certain and any money requested must be fully supported by all cost and pricing information.

- A. All disputes, claims, questions of fact or interpretations of the documents of the Contract not disposed of by agreement or express provision of the Contract arising between the RRHC and the Contractor after performance of the Contract RRHC commenced but before final payment and termination of the Contract, are decided by the RRHC Contracting Officer.
- B. The RRHC Contracting Officer must give the Contractor not less than three (3) working days to submit documentation and written reasons supporting the Contractor's position in the dispute. The RRHC Contracting Officer may consider any other information or written submissions from RRHC employees or agents and may conduct an informal, non-record hearing for receipt of testimony, evidence and/or argument. The RRHC Attorney may participate in the hearings to protect the RRHC's interest.
- C. The RRHC Contracting Officer must render a decision, in writing, stating reasons for such decision and provide copies to the Contractor and the RRHC Attorney. If the decision is mailed to the Contractor, it must be mailed "certified" and dated the date of mailing; otherwise, it must be dated the date of delivery to the Contractor.
- D. The RRHC Contracting Officer's decision may be submitted to Binding Arbitration by either Party under the auspices of an arbitrator.

**8.12. CONTRACT FORM**

The RRHC will not execute a contract on the successful proposer's form of contract and contracts will only be executed on the RRHC form of contract and by submitting a proposal the successful proposer agrees to do so.

**8.13. CONTRACT PERIOD**

The RRHC anticipates that it will initially award a contract for the period of one (1) year with the option, at the RRHC's discretion, of four (4) additional one-year option periods, for a total maximum contract period of five (5) years.

**8.14. DISSEMINATION OF DATA**

The Contractor shall not release any information related to the Services under the Contract or publish any reports or documents related to the same without the prior written approval of the RRHC. The Contractor shall include a similar provision in all subcontracts.

**8.15. EMPLOYMENT AS INDEPENDENT CONTRACTOR**

The RRHC and the Contractor recognize and agree: (i) that the Contractor shall act as an independent Contractor to the RRHC; (ii) that the Contract does not create any actual or apparent RRHC, partnership, franchise, or relationship of employer and employee between the parties; (iii) that neither party shall be entitled to participate in any of the other party's benefits, including without limitation, any health or retirement plans; (iv) that the Contractor shall not be entitled to any remuneration, benefits, or expenses other than as specifically provided for in the Contract; and (v) that the RRHC shall not be liable for any insurance, taxes, or withholding for or on behalf of the Contractor; all such insurance, taxes or withholding, and costs for same, shall be the sole responsibility of the Contractor.

**8.16. ERRORS IN PROPOSALS**

Obvious error(s) in calculations in any Proposal may not be corrected without the prior written

consent of the RRHC and may be cause for the Proposal to be deemed non-responsive. If an error is made in an extended price, the unit price will govern.

**8.17. FORCE MAJEURE**

The RRHC and the Contractor acknowledge and agree that either party hereto will be relieved of its obligations hereunder in the event and to the extent that the performance of its obligations under the Contract is delayed or prevented by any cause beyond its control, including, without limitation, acts of God, public enemies, war, insurrection, acts or orders of governmental authorities, fire, flood, explosion, or riots ("Force Majeure"). Failure to receive necessary materials and supplies will not excuse performance hereunder unless such failure is itself due to an event of Force Majeure. A party obtaining relief under this provision shall make every reasonable effort to minimize the effects thereof and will promptly resume performance as soon as possible.

**8.18. IMMIGRATION REFORM AND CONTROL ACT**

The Contractor shall warrant that it does not and shall not hire, recruit or refer for a fee for employment under the Contract, an alien, knowing the alien is an unauthorized alien, and hire any individual without complying with the requirements of the Immigration Reform and Control Act of 1986 ("Act"), including but not limited to any verification and record keeping requirements. The Contractor shall further assure the RRHC that, in accordance with the Act, it does not and will not discriminate against an individual with respect to hiring, or recruitment or referral for a fee, of the individual for employment or the discharging of the individual from employment because of such individual's national origin or in the case of a citizen or intending citizen, because of such individual's citizenship status.

**8.19. INTEREST IN MORE THAN ONE PROPOSAL AND COLLUSION**

Multiple Proposals submitted in response to this Solicitation by any Proposer under the same or different names shall be rejected as non-responsive. Reasonable grounds for believing that any Proposer RRHC interest in more than one (1) Proposal for this Solicitation, both as the Proposer and as a subcontractor for another Proposer, shall result in the rejection of all Proposals in which the Proposer RRHC interest and disqualify the Proposer from responding to any reissuance of this Solicitation. However, a Person acting only as a subcontractor may be included as a subcontractor for multiple Proposers. The RRHC may reject all Proposals if reasonable cause exists for believing that collusion exists among Proposers.

**8.20. INCONSISTENT PROVISIONS**

Notwithstanding any provisions to the contrary in the terms and conditions of any contract supplied by the Contractor, the conditions of this Solicitation and the Contract supersede those terms and conditions in the event of inconsistency. In the event of any inconsistency between any of the provisions of this Solicitation and any of the provisions of the Contract, the provisions of the Contract shall take precedence over and supersede those provisions in the event of any inconsistency.

**8.21. INDEMNIFICATION**

The Contractor shall indemnify and hold harmless the RRHC, its officials, employees and agents from the following:

- A. Any and all direct or indirect damages, costs, claims, actions, suits, judgments or liens resulting from the negligent act or commission or omission of the Contractor, its employees, agents or subcontractors; and

**8.22. LATE PROPOSALS**

It is the responsibility of the Proposer to ensure the delivery of its Proposal by the Submission

Deadline and to the location specified in Section 4.1–4.5 of this Solicitation. Any and all Proposals delivered or submitted late or to any location other than the designated location shall be rejected as non-responsive. The submission of any Proposal by way of facsimile or e-mail is strictly prohibited; any and all Proposals submitted as such shall be rejected as non-responsive. The RRHC assumes no responsibility for any delays and/or errors in the delivery of a Proposal; postmarking by the Submission Deadline shall not substitute for actual receipt. Any and all Proposals submitted not in compliance with any of the provisions of this paragraph shall be rejected as non-responsive.

**8.23. LAWS AND REGULATIONS**

The Contractor shall comply with any and all applicable federal, state and local laws, codes and regulations with respect to the Services under the Contract.

**8.24. MODIFICATIONS TO PROPOSALS**

The Proposer may only modify its Proposal prior to the Submission Deadline and in accordance with and subject to the following:

- A. The RRHC shall consider a modified Proposal as an entirely new Proposal and shall replace the original Proposal, which shall be deemed to be withdrawn and null and void.
- B. The modified Proposal shall be subject to all the requirements, specifications and terms and conditions set forth herein.
- C. Notwithstanding the provisions with respect to the submission of a Proposal herein, the modified Proposal shall clearly be labeled "Modified Proposal".

**8.25. NO LIENS**

The Contractor shall have no title or interest in any of the goods delivered to the RRHC under the Contract. In no event shall the Contractor encumber any such goods delivered to the RRHC with any lien of any kind or offer such goods as collateral in any transaction whatsoever. The Contractor shall, upon completion of the Services, provide the RRHC with a Release of Liens from any subcontractor or other supplier.

**8.26. NO WAIVER**

Except as otherwise specifically provided in the Contract, a waiver by either party to the Contract of any breach of any provision of the Contract, or either party's decision not to invoke or enforce any right under the Contract, shall not be deemed a waiver of any right or subsequent breach, and all provisions of the Contract shall remain in force.

**8.27. NON-DISCRIMINATION REQUIREMENTS**

- A. The Contractor acknowledges and agrees that during the term of the Contract it shall:
  - a. Not discriminate against any employee or applicant for employment because of gender preference, race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era.
  - b. Take affirmative action to ensure that applicants and employees are treated without regard to their race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability,

age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. Such action shall include but not be limited to the following: employment, upgrade, demotion or transfer; recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

- c. In all solicitations for employees, state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, ancestry, sex, sexual orientation, national origin, affection preference, gender preference, disability, age, marital status or status with regard to public assistance or as a disabled veteran or veteran of the Vietnam era. The Contractor agrees to use clauses similar to those above in all contracts and subcontracts. In the event the Contractor fails to comply with the nondiscrimination clauses of the Contract, or fails to include such provisions in all contracts and subcontracts, as hereinabove provided, the Contract may at the sole discretion of the RRHC be declared void AB INITIO, canceled, terminated or suspended in whole or in part with waiver of any recourse by the Contractor against the RRHC or its officials or employees, and the Contractor may be declared ineligible for further contracts with the RRHC.

- B. Any employee, applicant for employment, or prospective employee with information concerning any breach of these requirements may communicate such information to RRHC Contracting Officer who shall commence a prompt investigation of the alleged violation. Pursuant to such investigation, the Contractor shall permit access to their books, records and accounts. In the event the RRHC Contracting Officer concludes, on the basis of such investigation, that the Contractor RRHC failed to comply with these nondiscrimination clauses, the RRHC Contracting Officer may invoke the remedies hereinabove set out.

**8.28. NONEXCLUSIVE**

Nothing in the Contract shall be deemed to act as a bar to the RRHC's solicitation or purchasing of equipment, goods or services from any other company or entity.

**8.29. OWNERSHIP OF MATERIALS**

Unless otherwise agreed in writing by the RRHC and the Contractor, any work, specifications, information, data, drawings, software and other items produced under the Contract, other than any Contractor Tool, is to be deemed a work-for-hire to the extent permitted by law, and, to the extent not so permitted, shall be assigned to, and shall become, the exclusive property of the RRHC.

**8.30. PROMPT RETURN OF CONTRACT DOCUMENTS**

Any and all documents required to complete the contract, including contract signature by the successful proposer, shall be provided to the RRHC within ten (10) business days of notification by the RRHC

**8.31. RECORDS**

- A. The Contractor shall retain any and all records and documents relating to the Services under the Contract for a minimum of two (2) years following payment of the Contractor's final undisputed proper invoice for the complete rendered Services. The Contractor shall make available to the RRHC, State of Michigan and any and all appropriate Federal

agencies, all records and documents with respect to any and all matters under the Contract at any time during normal business hours, as often as the RRHC deems necessary, to audit, examine, and make copies, excerpts and/or transcripts of any and all relevant data.

B. The Contractor shall include similar provisions in all subcontracts.

**8.32. RIGHT TO NEGOTIATE FINAL FEES**

The RRHC shall retain the right to negotiate the amount of fees that are paid to the Contractor, meaning the fees proposed by the top-rated proposer may, at the RRHC's options, be the basis for the beginning of negotiations. Such negotiations shall begin after the RRHC has chosen a top-rated proposer. If such negotiations are not, in the opinion of the CO successfully concluded within five (5) business days, the RRHC shall retain the right to end such negotiations and begin negotiations with the next-rated proposer. The RRHC shall also retain the right to negotiate with and make an award to more than one proposer.

**8.33. SOLICITATION DOCUMENTS**

The Proposer is expected to carefully and thoroughly examine all of the Solicitation Documents for accuracy and completeness, and to become familiar with the same. If doubt exists as to the meaning and/or intent in or of any of the Solicitation Documents, the Proposer shall make an inquiry as to such meaning and/or intent. The failure of the Proposer to examine and become familiar with any and all of the Solicitation Documents shall in no way relieve the Proposer of its obligations under the Contract, if awarded to the Proposer. The submission of a Proposal shall be taken as prima facie evidence of compliance with this provision and that the Proposer fully understands everything in the Solicitation Documents.

**8.34. SOLICITATION PROTEST**

Any protest of this Solicitation shall be in writing to the RRHC Contracting Officer. Any written protest shall, at a minimum, include: (i) the name, address, telephone number, and if available, email address of the Person making the protest; (ii) the Solicitation number and a detailed statement of the legal and factual grounds for the protest, including a description of resulting harm to the Person making the protest; and (iii) any and all copies of supporting exhibits, evidence and/or documents to substantiate the claim.

**8.35. SUBCONTRACTORS**

The Contractor acknowledges and agrees: that if it shall be necessary to hire or subcontract with competent personnel to fulfill its obligations under the Contract, it shall do so at its own expense; and to ensure that any and all work assigned to any subcontractor shall be performed in compliance with all of the terms and conditions of the Contract. Nothing contained in the Contract shall create any contractual relation between any subcontractors and the RRHC.

**8.36. SURVIVAL**

The representations, warranties and indemnities contained herein shall survive the termination of the Contract.

**8.37. TERMINATION**

**A. Termination for Cause**

- a. If through any cause, the Contractor fails to fulfill in a timely and proper manner its obligations under the Contract, or if the Contractor violates any of the provisions of the Contract, the RRHC may upon written notice to the Contractor,

terminate the right of the Contractor to proceed under the Contract or with such part or parts of the Contract to which there RRHC been default, and may hold the Contractor liable for any damages caused the RRHC by reason of such default and termination, if the default is not corrected within 15 days' notice to cure.

In addition, the Contract may be terminated for the bankruptcy, dissolution, assignment for the benefit of creditors, or other similar action of the Contractor.

- b. In the event of termination, any completed Services performed by the Contractor under the Contract shall, at the option of the RRHC, become its property and the Contractor shall be entitled to receive equitable compensation for any work completed to the satisfaction of the RRHC. The Contractor, however, shall not thereby be relieved of liability to the RRHC for damages sustained by the RRHC by reason of any breach of the Contract by the Contractor, and the RRHC may withhold any payments to the Contractor for the purpose of setoff until such time as the amount of damages due the RRHC from the Contractor is determined. The Contractor shall not be responsible for damages under this article solely for reasons of delay if the delay is due to causes beyond its control and without its fault or negligence, but this shall not prevent the RRHC from terminating the Contract for such delay.

#### **B. Termination for Convenience**

- a. The RRHC may, upon written notice and without cause, terminate the Contract in whole or in part at any time for its convenience. In such instance, payment shall be made to the Contractor for the reasonable costs of the work performed through the date of termination. Termination costs do not include lost profits, consequential damages, delay damages, unabsorbed or under-absorbed overhead of the Contractor or its subcontractors or suppliers. Failure of the Contractor to include a termination for convenience clause into its subcontracts and material purchase orders shall not result in any liability to the RRHC for lost profits in conjunction with a termination for convenience.
- b. The Contractor expressly waives any damages, delay damages, or indirect costs which may arise from the RRHC's election to terminate the Contract in whole or in part for its convenience.

#### **C. Termination for Non-Appropriation of Funds**

The RRHC shall not be obligated to the Contract for any future fiscal year until funds are appropriated for each such future fiscal year. In the event funding appropriation is not approved, the RRHC may, upon written notice, terminate the Contract in whole or in part and without penalty or expense to the RRHC. The effect of such action shall terminate the Contract on the last day of the fiscal year for which appropriations were made.

#### **8.38. USE OF BROKER**

The Proposer warrants that no person or selling RRHC been employed or retained to solicit or secure the Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees, or bona fide established commercial or selling agencies maintained by the Proposer for the purpose of securing business. For violation of this provision, the RRHC shall have the right, in its sole discretion: (i) to terminate or suspend the Contract without liability to the RRHC, its officials or employees; or (ii) to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.





## **SECTION 9: Special Terms and Conditions**

### **9.1. INSURANCE**

- A. The Contractor shall, at all times during the term of the Contract, carry and maintain in full force and effect, at its expense, policies of insurance with minimum limits as follows:
- a. **Automobile Insurance.**  
An original certificate showing the proposer's automobile insurance coverage in a combined single limit of \$2,000,000. For every vehicle utilized during the term of this program, when not owned by the entity, each vehicle must have evidence of automobile insurance coverage with limits of no less than \$250,000/\$500,000 and medical pay of \$5,000.
  - b. **Professional Liability Insurance.**  
An original certificate showing the proposer's professional liability and/or "errors and omissions" coverage (minimum of \$1,000,000 each occurrence, general aggregate minimum limit of \$2,000,000), with a commercially reasonable deductible (e.g. "commercially reasonable," meaning at least 1% of the "general aggregate minimum" of the policy, with a maximum deductible amount of \$50,000;
  - c. **General Liability Insurance.**  
An original certificate evidencing General Liability coverage, naming the RRHC as an **additional insured**, together with the appropriate endorsement to said policy reflecting the addition of the RRHC as an additional insured under said policy (minimum of 1,000,000 each occurrence, general aggregate minimum limit of \$1,000,000, together with damage to premises and fire damage of \$50,000 and medical expenses any one person of \$5,000), with a maximum deductible amount of \$5,000;
  - d. **Workers Compensation Insurance.**  
An original certificate evidencing the proposer's current industrial (worker's compensation) insurance carrier and coverage amount (NOTE: Workers Compensation Insurance will be required of any Contractor that RRHC employees other than just the owner working on-site to provide the services);
- B. Prior to award (but not as a part of the proposal submission) the Contractor and any subsequent sub-contractor will be required to provide the RRHC with a certificate of insurance, which shall: (i) evidence the above policies; (ii) name the RRHC as additional insured with respect to the comprehensive commercial general liability insurance policy only; and (iii) contain a provision that requires the Contractor's insurers to provide the RRHC with a written notice of any cancellation or adverse material change in the insurance and that such cancellation or adverse material change shall not be effective with respect to the RRHC for thirty (30) days after such written notice is given.
- C. The Contractor acknowledges and agrees that its failure to provide the RRHC with a certificate of insurance and/or the failure by the RRHC to demand the delivery of said certificate shall not operate or be deemed to operate as a waiver of the insurance and associated endorsements required under this provision, and the Contractor shall hold the RRHC harmless from any liability arising as a result of any such failure(s).

**9.2. LICENSING REQUIREMENTS**

Prior to award (but not as a part of the proposal submission) the Contractor and any subsequent sub-contractor will be required to provide:

a. **City/County/State Business License.**

If applicable, a copy of the proposer's business license allowing that entity to provide such services within the City of River Rouge, Wayne County, and/or the State of Michigan. All necessary documentation to prove ability to perform as an attorney in the State of Georgia.

b. **Profile of Firm Form.**

The requested related information shall also be entered where provided for on the Profile of Firm Form (DO NOT ATTACH CERTIFICATES WITHIN THE SUBMITTAL—we will garner the necessary certificates from the Contractor prior to contract execution).

c. **Subcontractor Documentation.**

The RRHC reserves the right to require all subcontractors identified by the successful proposer's as working under this contract, to meet the same licensing and insurance requirements and complete all the same forms required of the proposer.

d. **Certificates/Profile of Firm Form.**

Pertaining to the aforementioned (within Sections 9.1) insurance certificates and licenses, each proposer is required to enter related information where provided for on the Profile of Firm Form (do not attach or submit copies of the insurance certificates or licenses within the proposal submittal—we will garner the necessary documents from the successful proposer prior to contract execution).

**9.3. INVOICES, PAYMENTS AND TAXES**

Payment for the Services provided under each Executed Project Order shall be paid in a lump sum following the completion of the Services under the respective Executed Project Order, and the RRHC's acceptance and receipt of an undisputed proper invoice(s) for the same. The RRHC shall only pay original proper invoices issued in accordance with the following:

- A. Original invoices shall include, at a minimum, the: Contractor's name, address, telephone number and services provided. Invoices shall be submitted to: Department of Finance/Accounts Payable – River Rouge Housing Commission, 180 Visger Road, River Rouge, MI. 48218. All invoices must be submitted within thirty (30) days of work acceptance by the RRHC. The final invoice format requirements will be discussed during the Post Award Conference.
- B. The RRHC's standard terms of payment are net thirty (30) days; however, this does not preclude the Contractor from providing a prompt payment discount for the payment of invoices in less than thirty (30) days.
- C. The Contractor shall invoice only for productive related to contract conditions; time utilized for transportation of workers, lunch, material acquisition, handling and delivery, and movement of Contractor owned or rented equipment shall not be directly chargeable.

- D. The RRHC is exempt from sales and use taxes. The Contractor shall exclude such taxes from all forms of requests for payments issued to the RRHC; the RRHC shall not be liable for or pay or reimburse the Contractor for any such taxes.

#### 9.4. **PERSONNEL**

##### A. **Contractor's Personnel**

- a. While on RRHC property, the Contractor's personnel shall: present a professional appearance; be neat, clean, well-groomed and properly uniformed; and conduct themselves in a courteous and respectable manner.
- b. The Contractor shall not allow any of its personnel who are under the influence of alcohol, drugs, or any other incapacitating agents to perform work under the Contract. The Contractor's personnel shall not use any RRHC equipment or facilities, unless identified herein, or loiter in the areas being serviced.
- c. The Contractor shall not allow any of its personnel to use tobacco products while on RRHC property.

##### B. **Unauthorized Personnel**

The Contractor's personnel shall not be accompanied on RRHC's premises by acquaintances, family members, or any other person unless the individual is an authorized employee of the Contractor. The RRHC prohibits teenagers, minors, and children from working on RRHC- owned property under the Contract. Unauthorized persons discovered on the RRHC's premises will be immediately escorted off the property.

#### 9.5. **CONTRACTOR'S CAPACITY**

The Contractor shall have the capacity to perform the requested services. The RRHC may request documentation to verify the Contractor's capacity during the proposal evaluation process.

#### 9.6. **HOLIDAYS (OBSERVED)**

The RRHC observes the following holidays:

- New Year's Day
- Martin Luther King Day
- President's Day
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Holiday (Thursday and Friday)
- Christmas Day

#### 9.7. **POST AWARD CONFERENCE (CONTRACT KICKOFF MEETING)**

The Contractor agrees to attend any post award conference convened by the Contract Administrator. This meeting shall be at no additional cost to the RRHC.

#### 9.8. **UNAUTHORIZED USE OF RRHC EQUIPMENT**

The Contractor's personnel shall be prohibited from, at any time, use of RRHC equipment unless authorized by the RRHC, including the use of non-pay telephones for any purposes other than a local emergency call.



**SECTION 10: Attachments and Exhibits**

---

**REQUEST FOR QUALIFICATIONS**

**No. 0005-2025**

**Architectural/Engineering  
Services**

**Attachment A-I**

**Required Forms**