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## CONFLICT OF INTEREST AND DISCLOSURE FORM

1. Information about Bidder. Please answer questions 1A. and 1B. as it relates to yourself.

1A. Contact information:

Last Name: Williams First Name: Dana MI: L

Title: President and CEO

Company Name Detroit Employment Solutions Corporation

Home Address: 115 Erskine St., 2nd Floor

1B. *Conflicting Interests and Relationships.* In accordance with the Conflict of Interest and Disclosure Policy, please list any interest or relationship that you have that presents a potential Conflict of Interest.

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1C. Please provide any information that would help to clarify any listed above (use additional pages if necessary).

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2. Information about Employee's Family Members. Please answer 2A and 2B as to your spouse, domestic partner, parent, child, and/or any dependents ("Family Members").



2A. *Conflicting Interests and Relationships of Family Members.* In accordance with the Conflict of Interest and Disclosure Policy, please list any interest or relationship your Family Members have with any Entity that presents a potential conflict of interest for you (check for each Entity listed the type of interest or relationship that your Family Members have with the Entity).

Entity Name:

- Council Member
- Employee
- Consultant
- Provider of Goods or services
- Purchaser of Goods or services
- Other Describe

2B. Please add any information that would help to clarify any of the above (use additional pages if necessary).

By signing this form you certify the information and any supplemental information herein is complete and accurate to the best of your knowledge; and acknowledge your continuing obligation to complete and submit a new form when there is any significant change in outside activities or related Financial Interests.

Signature: 

E-Signed: 11/07/2024 02:07 PM EST
<i>Dana L. Williams</i>
dwilliams@detempsol.org
IP: 68.40.117.160
Sertif Electronic Signature
DocID: 20241107123834708

 Date: 11/07/2024

**RESOLUTION OF CORPORATE AUTHORITY**

I, Lena Barkley, Corporation Secretary of the Detroit Employment Solutions Corporation ("Subrecipient"), a Michigan nonprofit corporation, DO HEREBY CERTIFY that the following is a true and correct excerpt from the minutes of the meeting of the Board of Directors duly called and held on 10/24/2023, and that the same is now in full force and effect:

"RESOLVED, the President & CEO, each Vice President, the Treasurer, and the Secretary and each of them, hereby is authorized to execute and deliver, in the name and on behalf of the Subrecipient and under its corporate seal or otherwise, any agreement or other instrument or document in connection with any matter or transaction that shall have been duly approved; the execution and delivery of any agreement, document, or other instrument by any of such officers to be conclusive evidence of such approval."

I FURTHER CERTIFY that:

Alice Thompson  
Dana L. Williams  
Chris Uhl  
and Lena Barkley

is Chairperson of the Board,  
is President,  
is Treasurer,  
is Secretary

FURTHER, I CERTIFY that any of the aforementioned officers of the Subrecipient are authorized to execute and commit the Subrecipient to the conditions, obligations, stipulations and undertakings contained in the Contract and that all necessary corporate approvals have been obtained in relationship thereto.

IN WITNESS THEREOF, have set my hand this 26 day of February 2024.

Sign name:

Print name: Lena Barkley

Title: Secretary



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## DEBARMENT AND SUSPENSIONS

### **POLICY**

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



**CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT,  
SUSPENSION, AND OTHER RESPONSIBILITY MATTERS**

Bidders/Proposer's Name

Detroit Employment Solutions Corporation

\_\_\_\_\_ certifies to the best of its  
knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible voluntarily excluded from covered transactions by any Federal Department or Agency;
2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal or State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default. If you are unable to certify to any of the statements in this certification, attach an explanation to this certification.

THE BIDDER/PROPOSER Detroit Employment Solutions Corporation CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERE TO

*Dana L. Williams*

dwilliams@detempsol.org

Dana L. Williams, President and CEO

\_\_\_\_\_  
Signature and Title of Authorized Official

The undersigned chief legal counsel for Detroit Employment Solutions Corporation hereby certifies that the Detroit Employment Solutions Corporation has authority under State and Local law to comply with the subject assurances and that the certification above has been legally made.

Signature of Applicant's Attorney

*John M. Allen*



## BYRD ANTI-LOBBYING AMENDMENT

Subrecipients who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency.

### **APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING – REQUIRED FOR CONTRACTS OVER \$100,000**

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Suprecipient, Detroit Employment Solutions Corporation certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.



*Dana L. Williams*

dwilliams@detempsol.org

Signature of Subrecipient's Authorized Official

Dana L. Williams, President and CEO

Name and Title of Subrecipient's Authorized Official

11/07/2024

Date

Contract No.: \_\_\_\_\_

**City of Detroit**  
**Office of Contracting and Procurement**  
**CONSOLIDATED AFFIDAVITS**

The following attestations must be provided to the City of Detroit as part of the contract approval process. Please fill out required information, attach required supplemental documents and have it notarized before uploading

**I. HIRING POLICY COMPLIANCE**

I, Dana L. Williams, being duly sworn, state that I am the President and CEO of Detroit Employment Solutions Corporation

, and that I have reviewed the hiring policies of this employer, I affirm that these policies are in compliance with the requirements of Chapter 17, Article V, Division 6 of the 2019 Detroit City Code, being Sections 17-5-261 through 17-5-266 thereof. I further affirm that this employer will not inquire or consider the criminal convictions of applicants for employment needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted, until such times as the employer interviews the applicant or determines that the applicant is qualified.

In support of this affidavit, **I HAVE ATTACHED A COPY OF THE APPLICATION** that will be used to hire employees needed to fulfill the terms of any City contract that may result from the competitive procedure in connection with which this affidavit is submitted.

**II. SLAVERY ERA RECORDS AND INSURANCE, AND PRISON INDUSTRY AND IMMIGRATION DETENTION SYSTEM RECORDS AND INTERESTS DISCLOSURE**

1. Name of Subrecipient: Detroit Employment Solutions Corporation

2. Address of Subrecipient: 115 Erskine, 2nd Floor, Detroit, MI 48201

3. Name of Predecessor Entities (if any): N/A

Version date: 3/19/20



Contract No.: \_\_\_\_\_

4. Prior Affidavit Submission? \_\_\_ No \_\_\_  Yes, on: February 7, 2024  
(Date of prior submission)

5.  Subrecipient was established in 1984 and did not exist during the slavery era in the United States, is not a successor in interest to any entity that existed during such time, and therefore has no relevant records to search, or any pertinent information to disclose.

**OR**

\_\_\_ Subrecipient has searched its records and those of any predecessor entity, and has found no record that Contractor or any predecessor(s) made any investments in, or derived profits from, the slave industry or slave holder insurance policies.

**OR**

\_\_\_ Subrecipient has found records that Contractor or its predecessor(s) made investments in, or derived profits from, the slave industry or slave holder insurance policies. The nature of the investment, profits, or insurance policies, including the names of any slaves or slave holders, is disclosed in the attached document(s).

6.  Subrecipient has searched its records and those of any and all predecessor entities, and has found no record that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons.

**OR**

\_\_\_ Subrecipient has found records that indicate Contractor or its predecessor(s) have used inmate labor, or have derived income directly from, or have had any investments in, the construction, operations, services or activities of prisons. The nature of the use of inmate labor, profits, or investments is disclosed in the attached document(s).

7.  Subrecipient has searched its records and those of any and all predecessor entities, and has found no record that indicates Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States.

**OR**

\_\_\_ Subrecipient has found records that indicate Contractor or its predecessor(s) have derived any income directly from, or have had any investments in, the construction, operations, services, or activities of facilities in the United States that are used for the detention of persons who are not citizens or nationals of the United States. The nature of the profits or investments is disclosed in the attached document(s).

Contract No.: \_\_\_\_\_

**I declare that the representations made in this Affidavit are accurate to the best of my knowledge and are based upon a diligent search of records in the Contractor's possession or knowledge, and that all documentation attached to this Affidavit reflects full disclosure of all records that are required to be disclosed to the City of Detroit. I also acknowledge that any failure to conduct a diligent search, or to make a full and complete disclosure, shall render this contract voidable by the City of Detroit.**

Contract No.: \_\_\_\_\_

### III. COVENANT OF EQUAL OPPORTUNITY

I, Dana L. Williams being a duly authorized representative of Detroit Employment Solutions Corporation, (hereinafter "Subrecipient"), am hereby authorized to enter into a Covenant of Equal Opportunity, (hereinafter "Covenant") with the City of Detroit, ("hereinafter" City); obligating the Subrecipient and all sub-contractors, not to discriminate against any employee or application for employment, training, education, or apprenticeship connected directly or indirectly with the performance of the contract, with respect to his/her hire, promotion, job, assignment, tenure, terms, conditions, or privileges of employment because of race, color, religious beliefs, public benefit status, national origin, age, marital status, disability, sex, sexual orientation, or gender identity or expression; except as otherwise exempted under Section 23-2-6 of the 2019 Detroit City Code.

Subrecipient will ensure that the City of Detroit Human Rights Department shall receive notification of all potential sub-contractors and a copy of their Covenant prior to the commencement of work on any City of Detroit contract. Contractor further agrees that the City of Detroit reserves the right to require additional information prior to, during, and at any time until after the Covenant is fully executed.

Furthermore, Subrecipient agrees that this Covenant is valid for the life of the contract and/or for a specified period of time as indicated below and that a breach of this Covenant shall be deemed a material breach of contract and be subject to damages pursuant to Section 23-4-11(e) of the 2019 Detroit City Code.

REQ/PO No. (if applicable) \_\_\_\_\_

Duration of Covenant \_\_\_\_\_ to \_\_\_\_\_

### IV. STATEMENT OF POLITICAL CONTRIBUTIONS AND EXPENDITURES

City Charter Sec. 4-122: For purposes of conflicts of interest, the City shall require in all of its contractual agreements, including, but not limited to, leases, service and equipment agreements and including contract renewals, that the contractor provide a statement listing all political contributions and expenditures ("Statement of Political Contributions and Expenditures"), as defined by the Michigan Campaign Finance Act, MCL 169.201, et seq., made by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents or assigns to elective city officials within the previous four (4) years. Individuals shall also list any contributions or expenditures from their spouses."

Instructions: In accordance with Sec. 4-122 of the 2012 Detroit City Charter, please provide the following information. If additional space is needed, please enter "see additional sheet(s)" on the last row and attach

Contract No.: \_\_\_\_\_

additional sheets.

In Column A, enter the name of the person or company that made the contribution or expenditure. If there were no political contributions or expenditures made, enter NONE.

In Column B, enter the relationship of the donor to the contractor or vendor, that is, contractor, affiliate, subsidiary, principal, officer, owner, director, agent, assignee, or spouse of any of the foregoing who are individuals.

In Column C, enter the name of the recipient, an elective city official which under Charter § 3-107, includes only the Mayor, the City Clerk, and members of the City Council and the Board of Police Commissioners.

In Column D, enter the amount of the contribution or expenditure, as defined in the Michigan Campaign Finance Act, 1976 PA 388, MCL 169.204 and MCL 169.206.

In Column E, enter the date of the contribution or expenditure. This statement must include all contributions and expenditures within the previous four years.

A	B	C	D	E
Donor	Relationship to Subrecipient/ Vendor	Recipient	Amount of Contribution or Expenditure	Date
	Please see attached.			

Except as set forth above, I certify that no contributions or expenditures were made to elective city officials within the previous four (4) years by the contractor, its affiliates, subsidiaries, principals, officers, owners, directors, agents, assigns, and, if any of the foregoing are individuals, their spouses.

Contract No.: \_\_\_\_\_

**SIGNATURES AND ACKNOWLEDGEMENT:**

I understand that the information provided in this consolidated affidavit will be relied upon by the City of Detroit in awarding the proposed bid, solicitation, contract, or lease. I swear or affirm that I have read this document, that I have the authority to provide these disclosures and to bind the Subrecipient, and that the information provided herein is accurate. I have attached all required supplemental documents.

Dana L. Williams

Sign name: dwiliams@detempsol.org

Print name: Dana L. Williams

Title: President and CEO

STATE OF MICHIGAN )  
Wayne COUNTY )

Sworn and subscribed to before me on November 7, 2024, by Dana L. Williams.  
Date Name

the President and CEO of Detroit Employment Solutions Corporation.  
Title Subrecipient

Sign: *Calethia A. Binion*

Print: Calethia A. Binion

Notary Public, Wayne County, Michigan

Acting in \_\_\_\_\_ County

My Commission Expires: 08/21/2028

CALETHIA A. BINION  
Notary Public, State of Michigan  
County of Wayne  
My Commission Expires Aug. 21, 2028  
Acting in the County of \_\_\_\_\_

**Detroit Employment Solutions Corporation**  
**Exhibit C: Statement of Political Contributions and Expenditures**  
**Timeframe: 2019- 2024**

Donor	Relationship to Contractor/Vendor	Recipient	Amount of Contribution or Expenditure	Date
Terri Weems	Group Executive, Mayor's Workforce Development Board and Detr: None		None	Not Applicable
Cyrill Weems	Spouse TW		None	Not Applicable
Diana Prosi	<a href="#">Detroit@Work Brand Strategist</a>		None	Not Applicable
Dana Williams	President	Friends of Latrice McLendon	\$50	10/11/2022
Dana Williams	President	Committee to Elect Andre L. Spivey	\$100	2/21/2020
Dana Williams	President	Mike Duggan for Detroit	\$100	12/18/2020
Urrond Williams Jr.	Spouse (DW)	None	None	Not Applicable
Sara Azu	Chief Administrative Officer	None	None	Not Applicable
Charlie Azu Jr.	Spouse (SA)	None	None	Not Applicable
Stephanie Nixon	Chief Program Officer	None	None	Not Applicable
Robert Shimkoski	Director, Planning and Resource Development	Friends of Gabriela Santiago-Romero	\$100	2/14/2020
Robert Shimkoski	Director, Planning and Resource Development	Gabriela Santiago Romero for District 6	\$500	4/21/2021
Robert Shimkoski	Director, Planning and Resource Development	Friends of Alex Garza (Taylor)	\$100	2/22/2021
Robert Shimkoski	Director, Planning and Resource Development	Gabriela Santiago Romero for District 6	\$500	6/9/2021
Robert Shimkoski	Director, Planning and Resource Development	Stephanie Chang Changemaker Fund	\$250	5/10/2021
Robert Shimkoski	Director, Planning and Resource Development	Denzel McCampbell for Detroit City Clerk	\$100	6/26/2021
Robert Shimkoski	Director, Planning and Resource Development	Friends of Gabriela Santiago-Romero	\$100	7/30/2021
Robert Shimkoski	Director, Planning and Resource Development	CTE Alex Garza for Mayor (Taylor)	\$200	9/7/2021
Robert Shimkoski	Director, Planning and Resource Development	Denzel McCampbell for Detroit City Clerk	\$100	10/6/2021
Robert Shimkoski	Director, Planning and Resource Development	Committee to Elect Alex Garza	\$250	8/24/2024
Delicia Shimkoski	Spouse (RS)	None	None	Not Applicable
Ericka Page	Director, Youth Program Services	Committee to Re-Elect Raphael Washington Sheriff	\$25	5/23/2024
Ericka Page	Director, Youth Program Services	Committee to Re-Elect Raphael Washington Sheriff	\$25	6/5/2023
Madelyne Bernard-Diab	Chief Operating Officer	None	None	Not Applicable
Michael Khaled Diab	Spouse (MBD)	None	None	Not Applicable
Chris Uhl	Board Treasurer	None	None	Not Applicable
Tricia Uhl	Spouse (CU)	None	None	Not Applicable
Alice Thompson	Board President	None	None	Not Applicable
Alice Thompson	Board President	Mike Duggan For Detroit	\$1,000	9/22/2020
Alice Thompson	Board President	Mike Duggan For Detroit	\$250	12/10/2020
Alice Thompson	Board President	Sherry Gay-Dagnogo for Detroit School Board	\$250	1/30/2021
Alice Thompson	Board President	Committee to Elect Iris Alice Taylor for School Board	\$50	10/26/2020
Alice Thompson	Board President	Mike Duggan for Detroit	\$1,000	9/22/2020
Alice Thompson	Board President	Mike Duggan for Detroit	\$250	3/4/2021
Alice Thompson	Board President	Mike Duggan For Detroit	\$250	7/9/2021
Alice Thompson	Board President	Mike Duggan For Detroit	\$250	7/17/2021
Alice Thompson	Board President	Mike Duggan For Detroit	\$250	10/6/2021
Alice Thompson	Board President	Mike Duggan For Detroit	\$500	10/18/2021
Alice Thompson	Board President	Timothy Kileen for Commissioner	\$300	7/31/2022
Lena Barkley	Board Member	None	None	Not Applicable

Mark Young	Spouse (LB)	None	None	Not Applicable
Dannis Mitchell	Board Member	None	None	Not Applicable
Ric Preuss	Board Member	Friends of Mary Sheffield for City Council	\$100	6/9/2019
Not Available	Spouse (RP)	Not Available	Not Available	Not Applicable
Maria Woodruff-Wright	Board Member	None	None	Not Applicable
John R. Wright	Spouse (MWW)	None	None	Not Applicable
Herman H. Parry	Director, IT and Facilities	None	None	Not Applicable
Emmanuelle Joseph-Parry	Spouse HHM	None	None	Not Applicable
Caletija Binion	Director, Human Resources	None	None	Not Applicable
Kevin David Binion	Spouse, CB	None	None	Not Applicable
Traci Sassak	Chief Financial Officer	None	None	Not Applicable
Darilyn Draper	Director, Career Center Systems • STRATEGIC OPERATIONS	None	None	Not Applicable
Rashun Draper	Spouse, DD	None	None	Not Applicable
Reatta Stroud	Board Member	None	None	Not Applicable
Rian Barnhill	Board Member	None	None	Not Applicable
Brian Barnhill	Spouse RB	Saunteel Jenkins for Detroit	\$250	10/19/2024
Brian Barnhill	Spouse RB	Committee to Re-Elect Raphael Washington Sheriff	\$250	7/20/2022
Brian Barnhill	Spouse RB	DeVonte Sherard for Ecorse	\$45	6/26/2022
Brian Barnhill	Spouse RB	Fred Durhal for Detroit	\$100	11/2/2021
Brian Barnhill	Spouse RB	Fred Durhal for Detroit	\$100	9/3/2021
Brian Barnhill	Spouse RB	James Tate for Detroit	\$100	7/15/2021
Brian Barnhill	Spouse RB	Fred Durhal for Detroit	\$100	5/21/2021
Brian Barnhill	Spouse RB	Janeel Ayers for Detroit	\$206.70	5/21/2021
Joseph Bradford	Director, Education	None	None	Not Applicable
Xenas L. Bradfield	Spouse JB	None	None	Not Applicable
Phillip Caldwell II	Director of Education and Training	None	None	Not Applicable

11/07/24

NON-COLLUSION AFFIDAVIT

Negotiation No.

Negotiation Title:

State of Michigan
County of Wayne: s.s.

I state that I am President and CEO of Detroit Employment Solutions Corporation, and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and, officers. I am the person responsible in my firm for the price(s) and the amount of this RFP.

I state that:

The price(s) and amount of this proposal has been arrived at independently and without consultation, influence, communication or agreement with (i) any other contractor, vendor or potential vendor, or (ii) the City of Detroit, including any of its departments, boards, commissions, officers, employee, or agents.

Neither the price(s) nor the amount of this proposal, and neither the approximate price(s) nor approximate amount of this proposal, have been disclosed to any other firm or person who is a vendor or potential vendor, and they will not be disclosed before the bid opening.

No attempt has been made or will be made to induce any firm or person to refrain from responding to this contract, or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal or other form of complementary proposal.

The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal, including, but not limited to, any agreement to circumvent any regulatory or City requirements that may be applicable.

Detroit Employment Solutions Corporation, its affiliates, subsidiaries, officers, directors, and employees are not currently under investigation by any governmental agency and have not in the last five years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to submitting a proposal on any public contract, except as follows:

I state that Detroit Employment Solutions Corp. understands and acknowledges that the above representations are material and important, and will be relied on by the City of Detroit in awarding the contract(s)/ purchase order(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the City of Detroit's Office of Contracting and Procurement of the true facts relating to the submission of this RFP.

Printed Name & Title of Authorized Representative: Dana L. Williams, President and CEO

Signature of Authorized Representative: Dana L. Williams
dwilliams@detempsol.org

Date: 11/07/2024

\*\*This Document MUST be Notarized\*\*

Signature of Notary: [Handwritten Signature]

Printed Name of Seal of Notary: Caletia A. Binion

My Commission Expires: 08 / 21 / 2028

Rev. 4/4/2023

CALETHIA A. BINION
Notary Public, State of Michigan
County of Wayne
My Commission Expires Aug. 21, 2028
Acting in the County of



**AFFIDAVIT OF DISCLOSURE OF INTERESTS**

**Instructions.** Completing and submitting this disclosure affidavit fulfills the disclosure requirements of Section 2-106.2 of the [2012 Detroit City Charter](#) and Section 2-5-34 of the [2019 Detroit City Code of Ordinances](#), as well as Sections 200.212, .318(c) of the Uniform Guidance found at 2 C.F.R. 200 *et seq.* Please complete all applicable sections by typing or legibly printing. Where a section does not apply, please check the appropriate box and skip to the next section. If necessary, provide additional information on page 4 or attach additional documents to this disclosure affidavit. **This disclosure affidavit must be signed, notarized, and filed with the applicable bid or response to a Notice of Funds Availability (NOFA), as well as with the City of Detroit Board of Ethics, 7737 Kercheval, Suite #213, Detroit, MI 48214 (City Code § 2-5-34(b)).**

Note: An “**immediate family member**” of a person is that person’s spouse, domestic partner, an individual living in the person’s household, or an individual claimed as a dependent or spouse’s dependent under the Internal Revenue Code at 26 USC 1, *et seq.* (City Charter § 2-105.A.20; City Code § 2-5-3)

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**Section 1 - Identity of Disclosing Filer (Individual/Contractor/Vendor) (Charter § 2-106.2.2; Code § 2-5-34)**

Provide the complete name of the filer (individual or business entity/organization seeking to do business with the City of Detroit) making this disclosure:

Name Detroit Employment Solutions Corporation  
Street Address 115 Erskine, 2nd Floor  
City Detroit State Michigan Zip code 48201  
Telephone 313-876-0584 Fax \_\_\_\_\_ Email info@detempsol.org

If the filer is a business entity, print the name, title, and contact information of the authorized individual making the disclosure and signing for the business entity, and include the certificate or resolution of authority authorizing the individual as an attachment to this affidavit.

Name Dana L. Williams Title President and CEO  
Telephone 313-788-7228 Fax \_\_\_\_\_ Email dwilliams@detempsol.org

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**Section 2 - Financial Interests in Contracts or Matters Pending Before City (Charter § 2-106.2.1(a), (b); Code § 2-5-34(a)(1), (2))**

The above-named contractor or vendor; its direct and/or indirect owners, officers, directors, and managers; and/or an immediate family member of any owner, officer, director, or manager thereof

- has *(if checked, complete rest of section below)*
- does not have *(if checked, skip to next section)*

a direct or indirect financial interest in the following matters that are pending before the Detroit City Council or the following office, department, or agency of the City \_\_\_\_\_

Matter \_\_\_\_\_

Interested Party *(if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer)*: Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone \_\_\_\_\_ Relationship \_\_\_\_\_

Nature of financial interest \_\_\_\_\_

Estimated value of the financial interest \_\_\_\_\_

**Section 3 - Interests in Property Subject to Decision by City (City Charter § 2-106.2.1(c); City Code § 2-5-34(a)(3))**

The above-named contractor or vendor; its direct and/or indirect owners, officers, directors, and managers; and/or an immediate family member of any owner, officer, director, or manager thereof

- has (if checked, complete rest of section below)
- does not have (if checked, skip to next section)

an interest in real or personal property that is subject to a decision by the City regarding the purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement or a development agreement.

Interested Party (if an immediate family member, please provide an address and phone number and the nature of the relationship to the filer): Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Telephone \_\_\_\_\_ Relationship \_\_\_\_\_

Description of real or personal property \_\_\_\_\_

Nature of interest \_\_\_\_\_

Estimated value of the interest \_\_\_\_\_

**Section 4 - Immediate Family Members Employed by or Seeking Employment with City (City Charter § 2-106.2.1(e); City Code § 2-5-34(a)(5))**

Please identify any immediate family member of the filer, including any immediate family members of a direct or indirect owner, officer, director, or manager thereof, who is currently employed by or applying for employment with the City of Detroit.

If none, check here  and skip to next section; otherwise, complete rest of section below:

Name \_\_\_\_\_

Street address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Phone \_\_\_\_\_

Nature of relationship to filer \_\_\_\_\_

Department/agency employed by or seeking employment with \_\_\_\_\_

Position held or sought \_\_\_\_\_

\_\_\_\_\_

**Section 5 - Persons with Financial Interest in Contractor's/Vendor's Matters Pending Before City (City Charter § 2-106.2.2; City Code § 2-5-34(a)(6), (7))**

Please identify all persons or entities having a direct or indirect financial interest in any matter the contractor or vendor has pending before the Detroit City Council or before any office, department, or agency of the City. Note that the term "financial interest" includes, but is not limited to receipt of a thing of value (either presently or in the future).

Complete on additional page(s), if necessary.

*If none, check here  and skip to next section; otherwise, complete rest of section below.*

Name \_\_\_\_\_

Street Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Contract or matter in which the person or entity named has a direct or indirect financial interest in the following matters that are pending before the Detroit City Council or the following office, department, or agency of the City:

\_\_\_\_\_  
Nature of financial interest \_\_\_\_\_ Estimated value of the financial interest \_\_\_\_\_

**Section 6 – Contractor/Vendor's Role In The Solicitation**

Please identify whether the Contractor/Vendor contributed information, expertise or in any other way participated in the creation of the project underlying the Solicitation, including, but not limited to, participation in the creation of the scope of the project, the requirements of the project, or the budget required for the project.

Complete on additional page(s), if necessary.

*If the Vendor answers this question in the negative, please check here  and skip to the next section; otherwise, complete the rest of the section below. Please use extra sheets if necessary.*

Describe the nature and extent of the Vendor's contribution: \_\_\_\_\_

\_\_\_\_\_

List the City employees with whom the Vendor assisted with the Solicitation: \_\_\_\_\_

\_\_\_\_\_

Please list any of Vendor's subcontractors or proposed subcontractors that contributed information, expertise or in any other way participated in the creation of the project underlying the Solicitation, including, but not limited to, participation in the creation of the scope of the project, the requirements of the project, or the budget required for the project, along with the nature and extent of the subcontractor's contribution: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Section 7 - Affirmation of Accuracy of Disclosure (City Charter § 2-106.2.3; City Code § 2-5-34(b))**

I understand that the information provided in this disclosure will be relied upon by the City of Detroit in evaluating the proposed bid, solicitation, contract, or lease. I swear [or affirm] that the information provided is accurate. If I am signing on behalf of an entity, I swear [or affirm] that I have made a good faith and reasonable effort to verify the information provided herein, and further, that I have the authority to provide this disclosure on behalf of the entity.

Sign name: Dana L. Williams  
dwilliams@detempsol.org

Print name: Dana L. Williams

Sworn and subscribed to before me on November 7, 2024  
by Dana L. Williams, the President and CEO  
[name] [title]

of the Detroit Employment Solutions Corp and am an authorized representative of that entity.  
[legal entity/company]

Sign: Calethia A. Binion

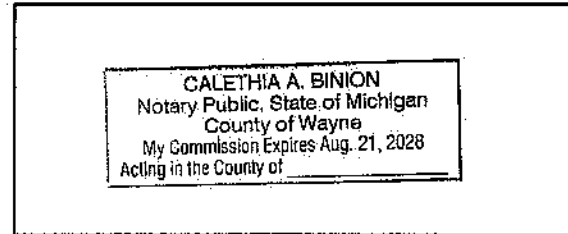
Print: Calethia A. Binion

Notary Public, Wayne County, Michigan,

Acting in \_\_\_\_\_ County

My Commission Expires: 08/21/2028

Notary Seal





## REFERENCES FOR DISCLOSURES BY CONTRACTORS AND VENDORS

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### 2012 Detroit City Charter

#### **Sec. 2-105. - Definitions and Rules of Construction.**

A. As used in this Charter:

\* \* \*

20. *Immediate family member* means a Public Servant's spouse, domestic partner, individual who lives in the Public Servant's household or an individual claimed by a Public Servant or a Public Servant's spouse as a dependent under the United States Internal Revenue Code at 26 USC 1, *et seq.*

\* \* \*

#### **Sec. 2-106.2. - Disclosures.**

1. Except as otherwise provided by applicable law, a Public Servant who exercises significant authority shall disclose:
  - a. Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before City Council.
  - b. Any financial interest, direct or indirect, that he or she or an immediate family member has in any contract or matter pending before or within any office, department or agency of the City.
  - c. Any interest that he or she, or an immediate family member has in real and personal property that is subject to a decision by the City regarding purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement or a development agreement.
  - d. Campaign contributions and expenditures, in accordance with applicable laws.
  - e. The identity of any immediate family member employed by the City or who is making application to the City.
2. In addition to compliance with subsection (1) above, contractors and vendors shall disclose:
  - a. The identity of all entities and persons with any financial interest, direct or indirect, in any contract or matter the vendor or contractor has pending before City Council.
  - b. The identity of all entities and persons with any financial interest, direct or indirect, in any contract or matter the vendor or contractor has pending before or within any office, department, or agency of the City.
3. The above disclosures shall be made in writing and be made by sworn, notarized affidavit, in accordance with City ordinance and applicable laws.



## 2019 Detroit City Code of Ordinances

### **Sec. 2-5-3 – Definitions.**

\* \* \*

*Immediate family member* means:

- (1) A public servant's spouse;
- (2) A public servant's domestic partner;
- (3) An individual claimed by a public servant or a public servant's spouse as a dependent under the United States Internal Revenue Code, being 26 USC 1 *et seq.*; or
- (4) An individual who lives in the household of a public servant.

\* \* \*

### **Sec. 2-5-34. - Disclosure of interests by contractors and vendors.**

- (a) Except as otherwise provided for by applicable law, all contractors and vendors doing business with the City of Detroit shall disclose the following:
  - (1) Any financial interest, direct or indirect, that the contractor or vendor or an immediate family member has in any contract or matter pending before City Council;
  - (2) Any financial interest, direct or indirect, that the contractor or vendor or an immediate family member has in any contract or matter pending before or within any office, department or agency of the City;
  - (3) Any interest that the contractor or vendor, or an immediate family member, has in real or personal property that is subject to a decision by the City regarding purchase, sale, lease, zoning, improvement, special designation tax assessment or abatement, or a development agreement;
  - (4) Campaign contributions and expenditures in accordance with applicable law;
  - (5) The identity of any immediate family member employed by the City or who is making application to the City;
  - (6) The identity of all entities and persons with any financial interest, direct or indirect, in any contract or matter that the contractor or vendor has pending before City Council;
  - (7) The identity of all entities and persons with any financial interest, direct or indirect, in any contract or matter that the contractor or vendor has pending before or within any office, department, or agency of the City.
- (b) All disclosures that are required under Subsection (a) of this section shall be made, in writing, on a form that is created by the Law Department and sworn to in the presence of a notary public. After completion, the form shall be filed with the Board of Ethics, which shall forward a complete copy of the form to the applicable department director or agency head.

## COVID & ARPA FEDERAL REQUIREMENTS

The City of Detroit has sought to obtain federal funding to augment its response to the COVID-19 pandemic. This Exhibit includes regulatory provisions and clauses as required under 2 C.F.R. 200 and other federal regulations associated with the federal funding being provided under this Contract and is attached and incorporated by reference herein to the notice of funding availability (NOFA) (the “Contract”) with [Enter Contractor's Legal Entity Name Here] [Buyer Enter NOFA #]).

### I. Procurement Policy

Procurement for the City of Detroit has provided a transparent, open, and fair opportunity for all eligible Subrecipient to participate. This bid has been made without collusion with any other person, firm or corporation making any bid or proposal, or who otherwise makes a bid or proposal. The Subrecipient must have available Contract or purchase order with the required approvals to receive payment for goods or services rendered. If the Contractor performs any work without a valid Contract or purchase order, the Subrecipient will not be paid.

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. § 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

### II. Bonds and Insurance Requirements

Receipt of bonds and/or insurance is part of the process of determining which Contractor may be recommended for award to the City Council. If cause is found to change the recommendation that a Subrecipient be awarded the contract, or if the City Council does not approve the recommendation, the City shall not be liable for any costs incurred by the Subrecipient in the bid process, including the cost of acquiring bonds and/or insurance. This subsection III is applicable only to Contracts pertaining to construction or facility improvement.

### III. Equal Employment Opportunity

In addition to the fair employment practices agreed to by the Subrecipient in Article 19 of the Contract, the Subrecipient hereby agrees as follows:

Except as otherwise provided under 41 C.F.R. Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 C.F.R. Part 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. 60-1.4(b), in accordance with Executive Order 11246, “Equal



Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor".

(a) The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Subrecipient will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(b) The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(c) The Subrecipient will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Subrecipient's legal duty to furnish information.

(d) The Subrecipient will send to each labor union or representative of workers with which he has a collective bargaining agreement or other Contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Subrecipient's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(e) The Subrecipient will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(f) The Subrecipient will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(g) In the event of the Subrecipient's noncompliance with the nondiscrimination clauses of this Contract or with any of the said rules, regulations, or orders, this Contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further

Government Contracts or federally assisted construction Contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

The Subrecipient will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Subrecipient will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance. Provided, however, that in the event a Subrecipient becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Subrecipient may request the United States to enter into such litigation to protect the interests of the United States.

(h) The City of Detroit further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work. Provided, that if the City of Detroit so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the Contract. The City of Detroit agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Subrecipients and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The City of Detroit further agrees that it will refrain from entering into any Contract or Contract modification subject to Executive Order 11246 of September 24, 1965, with a Contractor debarred from, or who has not demonstrated eligibility for, Government Contracts and federally assisted construction Contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon Subrecipients and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the City of Detroit agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: cancel, terminate, or suspend in whole or in part this contract; refrain from extending any further assistance to the City of Detroit under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such City of Detroit; and refer the case to the Department of Justice for appropriate legal proceedings.

#### **IV. Federal Compliance**

(a) Consistent with the **Davis-Bacon Act (40 U.S.C. §§ 3141-3148)**, the parties agree all transactions regarding this Contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141- 3144, and §§ 3146-3148) and the requirements of 29 C.F.R. Part 5 as may be applicable. The Subrecipient shall comply with 40 U.S.C. §§ 3141-3144, and §§ 3146-3148 and the requirements of 29 C.F.R. Part 5 as applicable.

- i. **Davis-Bacon Act, as amended (40 U.S.C. §§3141-3148)**. When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal

entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. §§3141-3144, and §§ 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction").

- ii. In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week.
- iii. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination.
- iv. The Act provides that the contractor must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- v. This subsection (a) is applicable only to the extent the Contract pertains to construction work.

(b) Consistent with the **Copeland Anti-Kickback Act**, the parties agree as follows:

- a. The Subrecipient must report all suspected or reported violations to the City and Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States").
- b. The Subrecipient shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this Contract.
- c. The Subrecipient or subcontractor shall insert in any subcontracts the clause above and such other clauses as may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these Contract clauses.
- d. A breach of the Contract clauses above may be grounds for termination of the Contract, and for debarment as a Subrecipient and subcontractor as provided in 29 C.F.R. § 5.12.
- e. The Act provides that the Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- f. This subsection (b) is applicable only to the extent the Contract pertains to construction work,

(c) Consistent with the **Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)**, the parties agree as follows:

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

- a. No Subrecipient or subcontractor Contracting for any part of the Contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

In the event of any violation of the clause set forth in paragraph (1) of this section the Subrecipient and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such Subrecipient and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

- b. The City of Detroit shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Subrecipient or subcontractor under any such Contract or any other Federal Contract with the same prime Subrecipient, or any other federally-assisted Contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime Subrecipient, such sums as may be determined to be necessary to satisfy any liabilities of such Subrecipient or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
- c. The Subrecipient or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this section, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime Subrecipient shall be

responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

- d. This subsection (c) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00),

(d) Consistent with the **Clean Air Act (42 U.S.C. §§ 7401-7671q.)** and the **Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387)**, the parties agree as follows:

- a. The Subrecipient agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- b. The Subrecipient agrees to report each violation to the City of Detroit and understands and agrees that the Subrecipient will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- c. The Subrecipient agrees to include these requirements in each subcontract in excess of \$150,000. Contract shall ensure each subcontract include provisions that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. §§ 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- d. The Subrecipient agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.
- e. The Subrecipient agrees to report each violation to the City of Detroit and understands and agrees that the City of Detroit will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
- f. This subsection (d) is applicable only to the extent the Contract is for a sum greater than One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00),

(e) Consistent with the **Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352, as amended)**, the parties agree as follows:

. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

- a. Subrecipients who apply or bid for an award exceeding \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal Contract, grant, or any other award covered by 31 U.S.C. § 1352.

- b. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (J) See §200.323., (K) See §200.216., (L) See §200.322. [78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014; 85 FR 49577, Aug. 13, 2020]
- c. This subsection (e) is applicable only to the extent the Contract is for a sum greater than One Hundred Thousand and 00/100 Dollars (\$100,000.00).

(f) Debarment and Suspension.

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

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Subrecipient is required to verify that none of the Subrecipient’s principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Subrecipient must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.  
This certification is a material representation of fact relied upon by Subrecipient. If it is later determined that the Subrecipient did not comply with 2 C.F.R. pt. 180, subpart C and 2 F.R. pt. 3000, subpart C, in addition to remedies available to Subrecipient, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- c. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

(g) Procurement and Recovered Materials.

- a. In the performance of this Contract, the Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: (i) competitively within a timeframe providing for compliance with the Contract performance schedule; (ii) meeting Contract performance requirements; or (iii) at a reasonable price.
- b. Information about this requirement, along with the list of EPA-designated items, is available at EPA’s Comprehensive Procurement Guidelines web site.

<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

- (h) Prohibition of Certain Telecommunication Services and Equipment.
  - a. Recipients, subrecipients or contractor are prohibited from obligating or expending loan or grant funds to (i) procure or obtain; (ii) extend or renew a contract to procure or obtain; or (iii) enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).
    - i. For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
  - b. Telecommunications or video surveillance services provided by such entities or using such equipment.
- (i) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.
- (j) In implementing the prohibition under Public Law 115-232, section 889, subsection(f), paragraph (1), heads of executive agencies administering loan, grant, or subsidy programs shall prioritize available funding and technical support to assist affected businesses, institutions and organizations as is reasonably necessary for those affected entities to transition from covered communications equipment and services, to procure replacement equipment and services, and to ensure that communications service to users and customers is sustained.
- (k) See Public Law 115-232, section 889 for additional information. See also §200.471.
- (l) Records Requirements.
  - a. The Subrecipient agrees to provide the City, the FEMA Administrator, and the Comptroller General of the United States, and any other authorized representative access to any books, documents, papers, and records of the Subrecipient which are directly pertinent to this Contract for the purposes of making audits, examinations, excerpts, and transactions.
  - b. The Subrecipient agrees to permit any of the foregoing parties to reproduce, by any means

whatsoever, or to copy excerpts and transcriptions as reasonably required.

- c. The Subrecipient agrees to provide the FEMA Administrator, City and the Federal awarding agency or authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
  - d. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this Contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.
  - e. This subsection (h) is applicable only to Contracts pertaining to construction or facility improvement.
- (j) Domestic Preferences for Procurements.
- a. As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products this award.
  - i. For purposes of this section: (i) "produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and (ii) "manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.
- (k) Federal Acquisitions Regulation Compliance.
- a. All transactions regarding this Contract and subject to the applicable law shall be done in compliance with the Federal Acquisitions Regulations guidance 6.302-2 (unusual and compelling urgency). The Contractor shall comply with 10 U.S.C. § 2304(c)(2) or 41 U.S.C. § 3304(a)(2), as well as Title 2 C.F.R. 200(e) as applicable, which are incorporated by reference into this Contract and quoted in full below:
    - (a) Authority.
      - (1) Citations: 10 U.S.C. § 2304(c)(2) or 41 U.S.C. § 3304(a)(2).
      - (2) When the agency's need for the supplies or services is of such an unusual and compelling urgency that the Government would be seriously injured unless the agency is permitted to limit the number of sources from which it solicits bids or proposals, full and open competition need not be provided for.
    - (b) Application. This authority applies in those situations where:
      - (1) An unusual and compelling urgency precludes full and open competition; and



- (2) Delay in award of a contract would result in serious injury, financial or other, to the Government.

(c) Limitations.

- (1) Contracts awarded using this authority shall be supported by the written justifications and approvals described in 6.303 and 6.304. These justifications may be made and approved after contract award when preparation and approval prior to award would unreasonably delay the acquisition.
- (2) This statutory authority requires that agencies shall request offers from as many potential sources as is practicable under the circumstances.

(d) Period of Performance.

- (1) The total period of performance of a contract awarded or modified using this authority-
  - (i) May not exceed the time necessary:
    - (A) To meet the unusual and compelling requirements of the work to be performed under the contract; and
    - (B) For the agency to enter into another contract for the required goods and services through the use of competitive procedures; and
  - (ii) May not exceed one year, including all options, unless the head of the agency determines that exceptional circumstances apply. This determination must be documented in the contract file.
- (2)(i) Any subsequent modification using this authority, which will extend the period of performance beyond one year under this same authority, requires a separate determination. This determination is only required if the cumulative period of performance using this authority exceeds one year. This requirement does not apply to the exercise of options previously addressed in the determination required at paragraph (d)(1)(ii) of this section. (ii) The determination shall be approved at the same level as the level to which the agency head authority in paragraph (d)(1)(ii) of this section is delegated.
- (3) The requirements in paragraphs (d)(1) and (2) of this section shall apply to any contract in an amount greater than the simplified acquisition threshold.
- (4) The determination of exceptional circumstances is in addition to the approval of the justification in 6.304.(5) The determination may be made after contract award when making the determination prior to award would unreasonably delay the acquisition.

b. This subsection (i) is applicable only to Contracts involving the receipt of Federal Transit Administration funding.

(j) Rights to Inventions Made Under a Contract or Agreement.

If the Federal award meets the definition of "funding agreement" under 37 C.F.R. §401.2 (a) and the recipient, subrecipient or contractor wishes to enter into a contract with a small business firm

or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient must comply with the requirements of 37 C.F.R. Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

## **Required Documentation**

### **Sample Employment Application**

*Attach a copy of a sample employment application.*

### **Income and Revenue Tax Clearance**

*Approved clearances are not required to submit a response to the NOFA but will be required of the successful respondent prior to City Council approval. Submit requests for clearances electronically via a link in the bid response Requirement Section in the Supplier Portal. Attach evidence showing you have submitted or received clearances.*

### **Three (3) Years Financial Information**

*Attach your organization's financial statements (Balance Sheets, Income Statements and Statement of Cash Flows) for the previous three (3) years. Please do not submit your tax returns.*

### **System of Awards Management**

*Attach a PDF screenshot to show proof of registration, or of SAM documentation. Instructions for registering are provided in this Attachment, "SAM.GOV Registration Steps")*