



## SMALL BUSINESS TECHNICAL ASSISTANCE SERVICES REQUEST FOR QUALIFICATIONS (“RFQ”): ARCHITECTURAL DESIGN & ENGINEERING

### Issued by the:

Economic Development Corporation of the City of Detroit

### Issued on:

March 15, 2023

The Economic Development Corporation of the City of Detroit (the “EDC”) is soliciting qualifications for professional services firms and/or vendors to provide small business technical assistance for the Detroit Small Business Launcher Program, as known as the Motor City Match Program (the “Program”), projects taking place across the city of Detroit.

This RFQ specifically seeks qualifications from firms in the following fields:

- Architectural and Engineering Services
  - Architecture and design services
  - Building condition assessments
  - Feasibility Analysis
  - Permitting and zoning review
  - Project estimates
  - Project management
  - Building permitting
  - Construction administration
  - Energy Efficiency / Green Building Practices

It is the sole intent of this RFQ to develop a list, valid through June 30, 2024, of pre-qualified technical assistance service providers (“TA Providers”), who are interested and willing to work with business owners participating in the Program administered by the EDC and staffed by the Small Business Services department of the Detroit Economic Growth Corporation (“DEGC”).

Inclusion on the list of pre-qualified providers does not ensure that a provider will be selected to contract for professional services. If selected as a result of this RFQ, the service period will be through June 30, 2024.

Due Date: This RFQ will remain open through **June 30, 2023**

Requesting Agency: Economic Development Corporation of the City of Detroit  
500 Griswold St., Suite 2200  
Detroit, Michigan 48226

Contact: [mcmta@degc.org](mailto:mcmta@degc.org)

### 1) OVERVIEW OF PROGRAM OBJECTIVE AND PROCESS

Each quarter, the Program opens applications for new and expanding businesses in Detroit. The Program employs a competitive process to select participating businesses then matches businesses with the space, funding, and technical assistance they require.

The goal of this RFQ is to build a roster of qualified and experienced small business service providers that will deliver technical assistance to the Motor City Match Program's business participants.

### **How the Program selects qualified Service Providers**

- All interested firms must submit qualifications as outlined in the following RFQ online submission form: <https://apply.motorcitymatch.com/submit/8d301ef8-3ce7-43ae-a367-133d976ad8c0/edc-issued-march-2023-small-business-professional-services-rfq-architectural>
- All interested firms must be a legally established business for at least a two (2) year period at the time-of-service delivery and must be in good standing with the City of Detroit, IRS and state and county government. Businesses in operation for a period of less than two (2) years at the time of application are welcome to apply; however, these businesses will be evaluated on a case-by-case basis, subject to extenuating factors.
- **Note: In general, a business cannot be a Motor City Match Program qualified service provider AND a Motor City Match Program awardee. If a past Program awardee is interested in becoming an approved TA service provider, these cases can be reviewed on a case-by-case basis, based on applicable Federal guidelines and EDC conflict of interest policies.**
- The TA Providers are not required to be located in Detroit; however, each TA provider must be able to meet in person with Program participants located in the city of Detroit.
- The Program staff will contact references supplied by each prospective service provider and conduct a debarment review per applicable federal funding requirements.
- The Program will select TA Providers based on qualifications, experience, capacity, ability to execute contracts, ability to service Detroit-local small businesses and compliance with federal regulations.
- **Note: All TA Providers who were previously qualified to perform services under the Program and are seeking to continue performing such services, or any additional services, must respond to this RFQ and submit a complete application to be eligible for consideration.**

### **How the Program matches qualified service providers with participating businesses**

- The Program will host one or more meetings and or events to facilitate introductions between business participants and the roster of qualified small business service providers.
- The Program will create a list of qualified service providers and will facilitate introductions between business participants and qualified service providers. However, the Program will not recommend or endorse any one service provider.
- The Program will provide awardees with access to an interactive database that lists approved providers, a selection of providers' past work, and a list of providers' core competencies. Awardees will be able to select a provider based on interactions during match-making sessions and information listed in the interactive database.
- The Program will provide approved TA Providers access to an interactive database that

lists the scopes of service for eligible awardee projects. TA Providers can choose to submit a proposal for the projects that best fit their experience and core competencies.

- Awardees and program staff will select a proposal from the qualified TA Provider(s) of their choosing and agree to final scope of service. The Program will approve the scope of service and set terms for invoicing and payment to the qualified TA Provider(s) of a “not-to-exceed” amount for approved services provided.
- Should a qualified TA Provider be selected by a Program participant, a contractual relationship will be formed with the Program. The qualified service providers will invoice the Program and receive payment from the EDC (for pre-approved services and expenses), rather than billing and receiving payment from the Program participants. All qualified TA Providers will be required to enter into a service agreement that spells out the contractual relationship and processes between the EDC, the Program participants, and the TA Providers.
- Participants and TA Providers will be responsible for scoping the services to be delivered based on individual needs of each participating business. Each TA Provider will be responsible for documentation of the hours and services provided to the Program participants based on the scope of services. Payment will be issued upon delivery of services and receipt of proper documentation, evidencing the completion of the requested services, not up front.

### Provider Selection

Criteria for selection of TA Providers will be based on qualifications, experience, capacity, ability to execute contracts, ability to service Detroit-local small businesses and compliance with federal regulations.

- The applications received will be evaluated and ranked according to the following criteria:

Qualifications and Experience	45 Points
Capacity to Complete MCM Projects	45 Points
Community Impact	10 Points

- **The minimum score to be selected as a small business technical assistance provider approved by the Program is 70 points.**
- Program staff will score applications using the above selection criteria before final review by Program management. Qualification as a TA Provider is also subject to a final due diligence review, which may include a TA Provider’s compliance with applicable Federal Funding guidelines.
- Applications will be reviewed on an on-going basis. Communication regarding approval or denial of participation in the Program will be sent via email to the TA Provider within thirty (30) days of a complete application receipt.
- The Motor City Match Program reserves the right to disqualify any TA Provider if it determines, in its sole discretion, that a TA Provider is non-responsive to the requirements of this RFQ, including without limitation an inability or unwillingness to comply with the terms herein.

## 2) MOTOR CITY MATCH PROCESS AND TECHNICAL ASSISTANCE AWARDS

Motor City Match helps businesses locate and thrive in Detroit by matching the best businesses from the city and around the world with Detroit’s best available real estate. The Program

provides competitive grants, loans, and technical assistance to help building and business owners realize their dreams in Detroit.

Motor City Match offers two types of awards, Technical Assistance Awards and Financial Assistance Awards, in five award tracks, the Plan track, the Develop Track, the Design Track, the Cash Track and the Restore Track.

**1. Technical Assistance Awards:** Motor City Match technical assistance awards provide eligible awardees with technical assistance in the form of business services, access to classes and workshops, and one-on-one consultation including, but not limited to, business planning, financial management and design assistance. The cash value of Technical Assistance awards for each track will vary based on the unique needs of awardees. Technical Assistance will be approved at the discretion of Motor City Match Staff based on completion of program milestones and compliance with applicable federal funding guidelines.

- The **Plan, Develop, and Design** Tracks offer Technical Assistance Awards

**2. Financial Assistance Awards:** Motor City Match financial assistance awards are competitive grants funded by the City of Detroit general fund, federal funds and private philanthropic sources. Motor City Match grants will not exceed \$100,000. Motor City Match will issue monetary grants to qualified awardees based on the program evaluation criteria and eligibility requirements.

- The **Cash and Restore** Tracks offer Financial Assistance Awards

Within each application track, building and business owners apply for competitive financial and technical assistance to help them through build-out and startup. Competitive awards are available for entrepreneurs at various stages of the business development process.

**Qualified service providers procured through this RFQ will be approved to offer services to Technical Assistance Awardees primarily in the Design Track however service providers may be selected to provide certain design services to other Program awardees upon the prior written approval of the EDC.**

The **Design Track** is offers access to services from qualified architects, engineers, and designers for the following pre-construction including but not limited to the activities:

- Feasibility Analysis
- Pre-design/ Conceptual Design
- Schematic Design
- Design Development
- Construction Documents
- Bidding
- Project Management
- Building Condition Assessments
- Interior Design
- Murals & Exterior Decoration
- Parking Lot & Patios
- Stormwater Management

### **3) ANTICIPATED PROJECT SCHEDULE**

RFQ Schedule:

- Open submission for applications will be accepted on a rolling basis from March 15, 2023 through June 30, 2023 at 11:59 pm ET. Applications will be available online at [www.motorcitymatch.com](http://www.motorcitymatch.com).
- Pre-bid conferences will be held on Wednesday March 22, 2023 at 2:00 pm and Wednesday, April 12, 2023 at 11:00 am via Zoom Conference: <https://us06web.zoom.us/j/83188105219?pwd=WHNYcDFhcWx3NWdlZTFxVHZ2dmNYQT09>
- Questions regarding the RFQ can be submitted to [mcmta@degc.org](mailto:mcmta@degc.org). Responses to questions timely submitted to the EDC will be posted online every Friday at [www.motorcitymatch.com](http://www.motorcitymatch.com) until Monday, June 5, 2023, at 5:00 pm.
- Applications will be processed, and providers notified of their approval status, within 30 days of the EDC's receipt of a complete application.
- Selected providers may begin providing services to Motor City Match Program Awardees through Submittable following the execution of necessary documentation with the EDC.

### **4) RFQ SUBMISSION REQUIREMENTS**

RFQ submissions are accepted online using the following response form:

<https://apply.motorcitymatch.com/submit/8d301ef8-3ce7-43ae-a367-133d976ad8c0/edc-issued-march-2023-small-business-professional-services-rfq-architectural>

The following information must be submitted in response to this RFQ:

- Categories of service and specific services your firm is able to provide.
  - Specific areas of expertise and specific services offered should be detailed and shall include the services to be performed, estimated timeline of completion, and final deliverables to be provided to Awardees, if any.
- Firm name and contact information: address, telephone number, e-mail, and website.
- Individual point of contact for this RFQ: name, title, telephone number and email address.
- Business Profile. Provide a brief description of the TA Provider's general capabilities by including the following information:
  - Business entity information including legal and assumed names of the business, address of the business headquarters, organizational structure (e.g., sole proprietorship, corporation, etc.), length of time the business has been in operation and total number of professional and clerical staff. Please also include your Employment Identification Number (EIN) and D-U-N-S number.
  - TA Providers will need a D-U-N-S number to apply for the Program, since the Program uses federal funds to assist local businesses. A Dun & Bradstreet, or D- U-N-S, Number, is a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal government for contracts or grants.
  - Core mission and competencies including the business' mission statement or values, brief history and description of the business, primary products or services offered, and primary industries served.

- Business Experience. Provide a brief demonstration of the TA Provider’s experience by including the following information:
  - Three case examples of past experience serving small business with references. Each case study should include a summary of services, total contract value of services delivered, and reference contact information including name, address, telephone number and email.
- Personnel and Organization. Provide a description of the TA Provider’s personnel and proposed organization to execute the project by providing the following information:
  - Identify the Project Principal(s) who will be primarily responsible for providing service.
  - Listing of staff that will participate in the day-to-day provision of services.
  - Staff qualifications. Provide a brief resume for each person proposed to work on the project, including any professional certifications.
  - Local availability and capacity. Provide a statement of the TA Provider’s local availability and capacity to serve businesses locating in Detroit. If the TA Provider is not located in Wayne County, give specifics as to how the requisite accessibility will be provided and charged. Please also provide a statement of the project principal(s) and staff current workload and capacity to work with new clients.
- Fees and Expenses. Please furnish a proposed fee schedule for the services your organization provides and the underlying method of determining such fees (flat fee, hourly, etc.) to include, but not limited to, the following information:
  - Cost of services provided.
  - Hourly rates for staff.
  - TA Provider acknowledges that out-of-pocket and or indirect cost expenses including, but not limited to, travel, lodging, faxes, telephone calls, deliveries, etc. are not eligible expenses for billing or payment under the Program.
- Other – Provide Affidavits and Statements on TA Provider’s letterhead attesting to the following (**directions provided in RFQ submission form**):
  - “Statement of Avoidance of Personal and Organizational Conflicts of Interest.” (checkbox on RFQ submission form)
  - Statement and/or evidence that the TA Provider and its proposed sub-consultants have or will obtain a City of Detroit Treasury Clearance appropriate to their business type. (please visit <https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-treasury/clearances-income-tax-and-accounts-receivable> for more information)
  - TA Provider “Statement of Non-Collusion and/or Conflict of Interest” that all the prices and information in the Proposal were independently obtained and were not disclosed prior to the award of a contract, and the TA Provider will not and has not induced any other person or firm to submit, or not to submit a proposal. (Checkbox on RFQ submission form)

## 5) MEANS OF SUBMISSION, WITHDRAWAL AND CONFIDENTIALITY

Applications are accepted on a rolling basis online at [www.motorcitymatch.com](http://www.motorcitymatch.com) through June 30, 2023, at 11:59 pm ET,

All interested firms must submit qualifications as outlined in this RFQ in the following online submission form: <https://apply.motorcitymatch.com/submit/8d301ef8-3ce7-43ae-a367->

Please email your questions concerning this RFQ to [mcmta@degc.org](mailto:mcmta@degc.org) by Monday, June 5, 2023, at 11:59 pm.

Proposers may withdraw their proposals by notifying the EDC in writing at any time prior to the submission deadline via email. After the deadline, proposals shall become a record of the EDC and will not be returned to the Proposers.

NOTE: The EDC is a governmental body. Thus, documents in the EDC's possession are subject to disclosure under the Michigan Freedom of Information Act ("FOIA"). EDC will endeavor to not disclose any information of proposer it believes to be exempt under the FOIA but, notwithstanding anything stated otherwise herein, upon the EDC's receipt and review of a proposal, the EDC cannot guarantee the confidentiality of a proposer's submissions and specifically does not warrant that the proposal and any documents submitted therewith are exempt from disclosure under the FOIA. Accordingly, proposers are advised that documents and information submitted to the EDC may become a public record. With respect to information which a proposer submits to the EDC as part of its proposal, the proposer should give specific attention to the identification of information they deem confidential, commercial, or financial information, proprietary information, or trade secrets and should appropriately mark such information as confidential prior to submission. The proposer should be prepared to provide justification why such marked information should not be publicly disclosed under the FOIA. The proposer is advised that, without notice to the proposer and upon request from a third party, the EDC is required to make an independent determination as to whether the information may or must be divulged to that party and does not warrant that such information will be exempt from disclosure.

## **6) FEDERAL GRANT FUNDING**

1. Federal funds will be used to finance services to be performed by the TA Provider, the TA Provider agrees to comply with the provisions of this Section.
2. The TA Provider shall comply, and shall require all employees, subcontractors, and consultants to comply, with all applicable federal, state or local laws, regulations, rules, codes or ordinances, including but not limited to assurances and regulations pursuant to Public Law No:117.2, American Rescue Plan Act of 2021.
3. Notwithstanding the provisions herein:
  - a) Costs to be paid shall be allowable only if such costs are consistent with the Federal cost principles set forth in the Federal regulations at 2CFR 400; and
  - b) Payments are contingent upon the EDC's receipt of grant funds from the City; accordingly, the EDC reserves the right to delay payment until receipt of adequate funds from the City, without penalty or interest.
4. (a) Pursuant to 2 CFR 200.333, the TA Provider shall maintain full and complete books, ledgers, journals, accounts, documents and records, and any other supporting data (collectively, "Records") in auditable form in accordance with generally accepted accounting practices, wherein are kept all entries reflecting all the TA Provider's operations. The Records shall document all services performed in connection with the Program and shall include all financial records associated therewith.
  - (b) Said Records shall be kept in sufficient detail by the TA Provider and its subcontractors, and the TA Provider shall provide to the EDC all data and

information requested by the EDC, so as to enable (1) the City to meet all of its Federal reporting and monitoring obligations, and (2) the EDC to meet all of its reporting and monitoring obligations under any related agreement between the City and the EDC, including for the EDC's obligations for project close-out submissions to the City of Detroit or the U.S. Department of Treasury.

- (c) The TA Provider shall make available, and shall require any subcontractor to make available, at all reasonable times all Records directly pertinent to this Agreement for monitoring, audits, inspections and examinations, the making of excerpts and transcriptions, and for the evaluation of costs and pricing of services by the EDC, HRD, the U. S. Department of Treasury, the Comptroller General of the United States, and any other City, State, or Federal agencies.
  - (d) All such required Records shall be maintained for five (5) years: (1) after the TA Provider completes the Services to be completed, (2) after final payment for the services contemplated herein, or (3) after all pending matters pursuant to or relating to the TA Provider's obligations with respect to the Program are closed, whichever comes later.
  - (e) In the event of any dispute between the parties hereto as to the reporting or maintenance of records requirements required hereunder or to be required of the subcontractors, the reasonable determination of the EDC shall govern.
5. The TA Provider shall comply with all requirements of the rule entitled "New Restrictions on Lobbying" found at 2 CFR 200.450 (the "Lobbying Rule"), 24 CFR Part 87, and the Byrd Anti-Lobbying Amendment (31 U.S.C. §§ 1352, as amended). The Lobbying Rule requires, but is not limited to, requiring, that the TA Provider, and any subcontractor, not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including sub awards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including sub awards at all tiers. If compensation to be paid to the TA Provider, as provided in 2 CFR Part 418.10, exceeds \$100,000, the TA Provider shall submit to HRD the Certification Regarding Lobbying, and, if applicable, Disclosure of Lobbying Activities, each on a form provided by the EDC. The TA Provider shall require any subcontractors to comply with all requirements of the Lobbying Rule applicable to subcontractors and shall include the language of the certification and require that the language of the certification be included, in the award documents for any subcontracts.
6. (a) Procurement, In the event that a TA Provider seeks to engage a subcontractor to perform any of the services outlined in its response to this RFQ, TA Providers shall be responsible for ensuring that any procurement using federal funds, or payments under procurement contracts using such funds, are consistent with the procurement standards set forth in the Uniform Guidance at 2 CFR 200.317 through 2 CFR 200.327, unless stated otherwise by Treasury. The Uniform Guidance establishes in 2 CFR 200.319 that all procurement transactions for property or services must be conducted in a manner providing full and open competition, consistent with standards outlined in 2 CFR 200.320, which allows for non-competitive procurements only in certain circumstances. TA Providers must have and use documented procurement procedures that are consistent with the standards outlined in 2 CFR 200.317 through 2 CFR 200.320. The Uniform Guidance, pursuant to 2 CFR 180, requires an infrastructure for competitive bidding and



contractor oversight, including maintaining written standards of conduct and prohibitions on dealing with suspended or debarred parties.

Furthermore, TA Providers shall comply with the following additional procurement requirements: comply with the following: a) TA Provider shall encourage intergovernmental or inter-agency agreements to procure common goods and services, as described in 2 CFR 200.29 and 2 CFR 299.318; b) when conducting procurement, TA Provider and any subcontractor shall use fair and reasonable methodology to avoid state or local preferences, as described in 2 CFR 200.319; c) for any contract which is 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; and d) TA Provider must include in any subcontract in excess of \$10,000 a provision for termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

7. Suspension and debarment. Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations under 2 CFR, part 200. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The TA Provider shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor, or principal as defined in the Federal regulations, during any period of debarment, suspension, or placement in ineligibility status, or during any period during which the contractor or subcontractor or principal is proposed for debarment under 2 CFR 200.212. If the TA Provider is placed on the a federal debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 2 CFR 200.212, the TA Provider shall immediately notify the EDC.
  - (b) Upon executing a three-party agreement between the EDC, TA Provider, and Awardee, and as a condition to EDC authorizing any payment for Services performed by the TA Provider, the TA Provider shall submit to the EDC a certification regarding debarment, suspension, ineligibility and voluntary exclusion.
  - (c) The TA Provider shall require all parties who occupy a position with the TA Provider defined in 2 CFR 200.330(b) as a principal to submit said certification to the TA Provider, who in turn, shall submit said certification to the EDC. The TA Provider shall require all parties who stand in a lower tier relationship to the TA Provider to submit said certification to the TA Provider, and the TA Provider shall submit said certification to the EDC, if such lower tier relationship is a covered transaction defined in 2 CFR 180.200
8. Conflict of Interest 24CFR 570.611 (b), 2 CFR 200.318(c): A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a personal benefit from a firm considered for a contract. Upon submitting a response to this RFQ, respondent warrants and covenants that it does not have, and that during the performance of the services it will not have, any direct or indirect proprietary or other interest in any concern, business or entity which would conflict in any manner or degree with the performance of the services requested hereunder. Except as disclosed and subject to mitigation plan acceptable to the EDC, the respondent further warrants and covenants that no officer, commissioner, member, or employee of the EDC, DEGC, or any other public official who exercises any functions or responsibilities in the review or approval

of the undertaking or carrying out of this Agreement has any personal or financial interest, direct or indirect, in the respondent (if an entity or organization).

TA Provider further warrants that its participation in the Program will conform to the requirements of the Detroit City Code, Section 2-5-34 "Disclosure by Contractors" and all applicable federal regulations, including but not limited to the requirement that TA Providers shall maintain written standards of conduct for conflicts of interest, or organizational conflicts of interest, pursuant to 2 CFR 200.318.

## **ADDITIONAL NOTES REGARDING CONTRACTING WITH THE PROGRAM**

### **Program Administration**

The EDC has developed the Program in collaboration with HRD, the City of Detroit's Jobs and Economy Team, Planning and Development Department, Department of Neighborhoods and other key city and neighborhood stakeholders.

The EDC is a public body corporate established by the City of Detroit pursuant to Public Act 338 of 1974 (as amended) that supports private investment and business growth within the neighborhoods throughout the city of Detroit using a combination of taxes, grants, and other public and private funds. The EDC is staffed and managed by the DEGC.

The DEGC, established in 1978, is a private non-profit corporation devoted to supporting Detroit's economic development initiatives. The DEGC brings together public sector policies and priorities with private sector development and investment interests to strengthen Detroit's economic base. The DEGC and EDC use a robust understanding of the context of the local business climate and commercial corridor conditions to build awareness, capacity, services, and programs to address to the issues faced by Detroit's business community and neighborhood business districts.

### **Contract Awards**

The EDC will utilize each TA Provider's application information to vet a select pool of service providers in each field of discipline. These successful TA Providers will be introduced to Program participants, each of which will select those service providers it deems necessary and appropriate for its business situation. The EDC anticipates each successful TA Provider will execute documentation with the EDC and a Program participant, if TA Provider is selected by a Program participant, which will outline the services to be performed by the TA Provider and provide for any additional terms and conditions. Selection by a Program participant is subject to the EDC approving the proposed scope of work and TA Provider's compliance with all Program processes and policies. The basis for EDC contract awards are based on federal procurement policies set forth in 2 CFR 200.320. More specifically, this solicitation is being made pursuant to the "small purchase procedure" method of procurement per 2 CFR 200.320 (b).

The TA Provider understands that responding to this RFQ does not constitute an offer or a contract with the EDC, the DEGC or and Program participant. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the EDC and executed by the parties, including the Program participant.

The EDC reserves the right to reject all proposals, to abandon the project, or to re-advertise for

and solicit other proposals. The EDC reserves the right to request clarification on information submitted and request additional information of more than one vendor. The EDC may, in its discretion, waive any informalities and irregularities contained in the proposal or in the manner of its submittal and award a contract thereafter. The EDC further reserves the right to negotiate any and all terms of the proposal. Neither the EDC or the DEGC can guarantee that any Motor City Match Program participants will select a service provider and engage their services.

### **Development Costs**

Neither the EDC nor its representatives shall be liable for any expenses incurred in connection with preparing a response to this RFQ. TA providers are encouraged to prepare their proposals simply and economically, providing a straightforward, concise description of the TA Provider's ability to meet requirements of the RFQ.

### **Insurance**

The TA Provider shall maintain, during the term of this Agreement the following insurance:

a. Commercial General Liability Insurance, which conforms to the following minimum requirements:

(1) Names the "City of Detroit," and "The Economic Development Corporation of the City of Detroit" as its respective interest may appear as an additional insured;

(2) The policy limits shall be ONE MILLION DOLLARS (\$1,000,000.00) each occurrence; TWO MILLION DOLLARS (\$2,000,000.00) minimum aggregate;

If the Comprehensive General policy does not contain the standard IPSO (Insurance Services Office) wording of "definition of insured" which reads essentially as follows: "The insurance afforded applies separately to each insured, the policy shall contain the following cross liability endorsement: "It is agreed that the inclusion of more than one (1) insured under this policy shall not affect the rights of any insured as respects any claim, suit or judgment made or brought by or for any other insured or by or for any employee or any other insured. This policy shall protect each insured in the same manner as though a separate policy had been issued to each, except nothing herein shall operate to increase the insurer's liability beyond the amount or amounts for which the insurer would have been liable had only one (1) insured been named."

The Commercial General Liability insurance required herein will include Contractual Liability coverage. The Commercial General Liability insurance shall also include products/completed operations and independent contractors' coverages.

b. Automobile Liability Insurance covering all owned, hired, and non-owned vehicles with personal protection insurance to comply with the provisions of the Michigan No Fault Insurance Act, including residual liability insurance, with minimum combined single limit of ONE MILLION DOLLARS (\$1,000,000.00) per occurrence.

(1) Automobile Liability Insurance covering owned automobiles will only be required for those TA Providers which own or will own, one or more automobiles during the term of the Agreement (including any amendment or extension). If a TA Provider does not own an automobile and will not have any during the term of this Agreement, it shall so state upon submission of a response to this RFQ and, at the EDC's election, submit a certification on a form provided by the EDC whereby TA Provider certifies that no automobiles are used in the operation of its business.

c. Worker's Compensation Insurance for Employees which meets the State of Michigan's statutory requirements and Employer's Liability Insurance with minimum limit of FIVE HUNDRED THOUSAND (\$500,000.00) DOLLARS each accident, person and disease. The TA Provider agrees that it shall obtain a similar covenant from any consultant or contractor retained by it to perform any of the Services under this Agreement and shall require all such consultants or contractors to obtain such a covenant from all subcontractors, if any.

- Workers Compensation and Employers Liability Insurance will only be required for those TA Providers which employ or will employ one or more employees during the term of this Agreement (including any amendment or extension). If a TA Provider has no employees and will not have any during the term of this Agreement, it shall so state upon submission of a response to this RFQ and, at the EDC's election, submit a certification on a form provided by the EDC whereby TA Provider certifies that no employees are employed by its business.

d. Service providers which are lawyers, accountants, architects, or engineers must maintain Professional Liability (error and omission) insurance with minimum limits of \$1,000,000 each occurrence. This insurance shall be kept in force and effect for two (2) years after receipt of final payment by the TA Provider. The Professional Liability Policy, when renewed or replaced, must have a retroactive date that coincides with, or precedes, the start of work under the Agreement.

Any TA Provider which has provided a certification exempting the TA Provider from the automobile liability and worker's compensation insurance policy requirements contained herein and which later (but still during the term of the Master Professional Services Agreement) intends to employ one or more persons or use any vehicle in the operation of its business, must provide the EDC notice of its intention at least thirty (30) days prior to employing any such person or using such vehicle. Along with such notice, or as soon thereafter as may be feasible within the judgment of the EDC, the TA Provider shall provide the EDC with satisfactory evidence of Automobile Liability Insurance, Workers Compensation Insurance, and/or Employers Liability Insurance, which complies with the terms contained herein.

The EDC may require each TA Provider to obtain sufficient Fidelity Bonds or other similar dishonesty protection insurance to protect federal funds from loss due to theft, fraud and/or undue physical damage such fidelity bonding or dishonesty protection shall cover employees in an amount equal to the cash advances from the EDC.

The TA Provider shall be responsible for payment of all deductibles contained in any insurance required hereunder.

If during the term of this Agreement, changed conditions or other pertinent factors should in reasonable judgment of the EDC render inadequate the insurance limits, or types of coverage, the TA Provider shall furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be affected at the TA Provider's expense, under valid and enforceable policies issued by insurers of recognized responsibility which are well rated by national rating organizations and are acceptable to the EDC.

Certificates of Insurance evidencing the required insurance coverage shall be submitted by the TA Provider at the time it executes the Master Professional Services Agreement or at such later time, prior to the commencement of any services under the Master Professional Services Agreement, as may be appropriate within the judgment of the EDC. Any agreement by the EDC to a delayed submission of insurance certificates shall be evidenced by a form prescribed by the

EDC and signed by the project manager which shall be attached to the Master Professional Services Agreement as an Exhibit. All policies shall name the TA Provider as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice to the EDC.

The TA Provider shall cause all contracts and subgrants under this Agreement which are between the TA Provider and its contractors, including subcontracts at lower tiers, and all subgrants, if any, to require that the contractors, subcontractors, and subgrantees, if any, shall maintain all of the insurance required by this Article and that the liability insurance shall name as an additional insured the EDC and the City as defined.

In addition to the above requirements, the TA Provider shall, if applicable, comply with the bonding and insurance requirements set forth in 2 CFR 200; specifically, 2 CFR 200.325, including without limitation those regarding bonding insurance.

EDC shall not authorize any payment for services performed by a TA Provider unless and until TA Provider provides evidence to the EDC that it maintains all necessary insurance policies required by this section and the terms of any agreement between the EDC and TA Provider.

#### **Indemnification/Hold Harmless Agreement**

TA Provider shall, to the fullest extent permitted by law, in addition to any other obligation to indemnify the EDC under the contract or law, indemnify, defend, and hold harmless the EDC, the City, and their respective agents, elected officials and employees, against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against the EDC, or the City arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the TA Provider, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by TA Provider, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (c) liens, claims or actions made by the TA Provider or any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar; or (d) any misrepresentation by or any failure by the TA Provider, or any of its subcontractors to perform its obligations, either implied or expressed, under this Agreement.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the TA Provider or any subcontractor under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar. All expenses, including attorney's fees, incurred by the EDC in enforcing this provision shall be borne by the TA Provider.

#### **No Collusion**

By submitting a proposal in response to this RFQ, the TA Provider certifies that it has not divulged to, discussed or compared the proposal with other TA Providers and has not colluded with any other TA Providers or competitive parties. Also, TA Providers certifies, and in the case of a joint competitive

proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:

All prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices and/or cost data with any other TA Provider or with any competitor.

No prices and/or cost data quoted in the proposal has been knowingly disclosed by the TA Provider and will not knowingly be disclosed by the TA Provider, to any competitor prior to the scheduled opening.

No attempt has been made or will be made by the TA Provider to induce any other person or company to submit or not to submit a competitive proposal.

The only person(s) or principal(s) interested in the proposal is/are named therein, and no person other than those named has/have any interest in the proposal or in the agreement to be entered.

No person or agency has been employed or retained to solicit or secure the agreement for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

### **Conflict of Interest**

Prior to approval as a qualified service provider, the TA Provider shall provide an affirmative statement that retention as TA provider to the EDC will not result in any conflict of interest or potential conflict with the EDC, DEGC, or any current awardee or participant in the Program. If any conflict or potential conflict exists, the nature of the potential conflict and any proposed resolution of such conflict shall be disclosed in writing at that time.

### **Federal Funding Provisions**

Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public Law 94-135, 42 U.S.C. 6101 et seq., and the Department implementing regulations at 31 CFR part 23. TA Providers will also be required to comply with the City of Detroit Executive Order No. 2014-5 and with Chapter 27 of the Detroit City Code, as amended, being Ordinance No. 303-H and those rules and procedures adopted by the Civil Rights and Inclusion Office of the City of Detroit pursuant thereto.

TA Providers will also be subject to any applicable requirements regarding the use of federal funds contained in Title I of the Housing and Community Development Act of 1974, as amended,

HUD regulations at 24 CFR Parts 85 and 570 and 2 CFR 200, the American Rescue Plan Act, and Treasury regulations found at 31 CFR part 35, including any interpretive guidance, as well as any other applicable federal, state or local laws, executive orders, regulations, rules, codes or ordinances.