REQUEST FOR PROPOSALS

Small Business and Commercial Corridor Revitalization Prog	ıram

BUSINESS PLANNING AND FINANCIAL PLANNING ASSISTANCE

Issued by the:

Economic Development Corporation of the City of Detroit

Issued on:

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BUSINESS PLANNING AND FINANCIAL PLANNING ASSISTANCE



The goal of Motor City Match is to help start new, permanent businesses in Detroit's commercial corridors by providing assistance throughout the business start-up and building renovation process. Motor City Match tackles the city's startup challenges by matching the best businesses from Detroit and around the world with Detroit's best available real estate while providing competitive grants, loans and counseling to help both building owners and business owners in creating a synergy to conduct business.

This Request for Proposals (RFP) seeks organizations to provide 1) business planning, and 2) financial planning assistance, in partnership with Motor City Match for 2018. Motor City Match is a Community Development Block Grant ("CDBG") funded program for small business development and commercial corridor revitalization administered by the Economic Development Corporation of the City of Detroit (EDC). The EDC anticipates issuing a contract for services for approximately a one (1) year period concluding on December 31, 2018, with an option for the EDC to extend the contract for up to two (2) additional one-year periods if needed.

Proposals are due by 5:00pm EST on February 12, 2018. Please send proposals in PDF form via email to Michael Marshall at mmarshall@degc.org.

Business Planning: Motor City Match aims to fund courses for fifty (50) business owners each quarter for our "Business Plan" award category. Businesses receiving this award may have a good business idea but no business plan or may need help strengthening their business plan. Our current schedule aims to serve four quarterly cohorts of 50 participants in 2018.

Financial Planning: Motor City Match also aims to fund 1:1 financial planning assistance for approximately twenty (20) total business owners each quarter for our "Design" award category and "Cash" award category. Businesses receiving these awards have a business plan and a location secured by a signed lease, letter of intent, or deed; furthermore, these businesses may have an initial understanding of the costs necessary to open but may need help strengthening their budget. Our current schedule aims to serve four quarterly cohorts of approximately 20 participants in 2018.

Please note that you may respond to ONE OR BOTH of the above scopes (business planning courses and financial planning), depending on your capacity level. The inability to respond to both scopes will not necessarily preclude your proposal from being selected.

Please submit the following information in a separate PDF document (via email) to be considered for inclusion in our pool of business planning or financial planning service providers.

- 1. A brief overview of your organization and the business planning or financial planning services you offer. Please feel free to include any statistics that highlight the experience and impacts your organization has produced while providing these services (if available).
- 2. **Legal structure of your organization, EIN and DUNS.** Note: If you do not have this, simply make us aware. All vendors, prior to selection and contracting, are required to have this due to federal requirements.

- 3. **2018 course schedule** including class title, day(s) per week, time(s) of day, length of course, start and finish date, and location. Please provide a course schedule or a proposed tentative schedule for 2018.
- 4. Capacity to accommodate Motor City Match referrals. Please provide the Motor City Match referrals that you can accommodate within your current 2018 class schedule. Also, please list the capacity to create a special class for MCM participants, if needed, in efforts to accommodate a larger volume of MCM businesses.
- 5. **Cost per participant**. Provide a detailed proposed cost of the services provided per participant for the business planning course and/or financial planning assistance for Motor City Match referrals. Ensure that food is excluded, as food is not an eligible activity.
- 6. **Participation in selection, referrals, reporting and events.** You are not required to submit information for this section of the RFP. Submitting a response is an acknowledgement that these services will be provided. Please do use these activities to inform any additional staffing and associated costs of delivering your services on behalf Motor City Match. These additional costs should be factored into the cost per participant fee.
 - a. Selection committee. As part of our selection process, we are requesting that one or more representatives from each vendor serve on our selection committee. We tentatively anticipate this will require approximately a two-day commitment (quarterly). Participation in the selection committee will ultimately serve as the means to select and refer Motor City Match participants to your program.
 - b. Referrals and reporting. We ask that vendors help refer interested program applicants to Motor City Match. Vendors will also be asked to provide referrals and limited reporting on Motor City Match participants that complete business planning services. We will specifically be seeking vendors' opinions and referrals on their best candidates for our "Space" (formerly "Make a Match" award track) award track to help connect businesses with real estate opportunities. Note: Motor City Match will provide information and templates on reporting requirements and will assist in the completion of this activity.
 - c. **Events.** We anticipate one Motor City Match summit at the end of each quarter. You will be invited to attend and may have some administrative and networking obligations to be determined at a future date.

Schedule

There are four rounds of business owner applications for 2018. Our tentative selection schedule is as follows.

Round 10

Applications due
 Winner selection
 Business planning classes
 October 1, 2017
 December 31, 2017
 Jan – March 2018

Round 11

Applications due

January 1, 2018

Winner selection March 31, 2018
 Business planning classes April – June 2018

Round 12

Applications due April 1, 2018
 Winner selection June 30, 2018
 Business planning classes July – Sept 2018

Round 13

• Applications due July 1, 2018

• Winner selection September 30, 2018

Business planning classes
 October – December 2018

This schedule is subject to change and may be revised, if needed, based on your proposed or tentative class schedules. Please state in your proposal if there are any potential conflicts for the dates outlined in the above schedule.

No Collusion

By submitting a proposal in response to this RFP, the Consultant certifies the Consultant has not divulged to, discussed or compared the proposal with other Consultants and has not colluded with any other Consultants or competitive parties. Also, Consultant 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:

- A. 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 Consultant or with any competitor.
- B. No prices and/or cost data quoted in the proposal has been knowingly disclosed by the Consultant, and will not knowingly be disclosed by the Consultant, to any competitor prior to the scheduled opening.
- C. No attempt has been made or will be made by the Consultant to induce any other person or company to submit or not to submit a competitive proposal.
- D. 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 into.
- E. 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

The Consultant shall provide an affirmative statement (complete Exhibit A) that retention as Consultant to the EDC will not result in any conflict of interest or potential conflict with the EDC. 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 immediately to the EDC.

Insurance

The Consultant, if awarded a contract, during the performance of the services under the contract shall maintain insurance coverage reflecting the minimum amounts and conditions specified herein, as more particularly described in the final contract, and shall provide originals or certified copies of all policies, which shall be written by an insurance company authorized to do business in Michigan. Misrepresentation of any material fact, whether intentional or not, regarding the Consultant's insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract. The policies shall contain an agreement by the insurer that such policies shall not be canceled or materially changed without at least thirty (30) days prior notice to the EDC. Such policies other than Workers' Compensation and Employers' Liability shall name the "City of Detroit" and "Economic Development Corporation of the City of Detroit" as additional insureds, and shall state that the Consultant's insurance is primary, with respect to the City of Detroit, and the EDC as additional insureds, and not excess over any insurance already carried by the City of Detroit, and the EDC.

- A. Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance with minimum limits of \$500,000 for each accident, each disease, and each employee. The Consultant agrees that it will obtain a similar covenant with respect to Workers' Compensation insurance from any consultant or subcontractor retained by the Consultant to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Consultant.
- B. Comprehensive General Liability insurance (occurrence based) which conforms to the following requirements: the minimum policy limits shall be \$2,000,000 each occurrence for bodily injury and \$2,000,000 each occurrence for property damage;
- C. 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 Comprehensive General Liability insurance required herein will include Contractual Liability coverage, including coverage for Consultant's obligations as defined in the Article entitled "Indemnity" of the contract. The Comprehensive General Liability insurance shall also include products/completed operations and independent contractors' coverages.

D. Professional Liability (error and omission) insurance with minimum limits of \$2,000,000 each occurrence. This insurance shall be kept in force and effect for two (2) years after receipt of final payment by the Consultant.* The Professional Liability Policy, when renewed or replaced, must have a retroactive date that coincides with, or precedes, the start of work under the contract.

Professional Liability insurance may be obtained on claims made basis, but the Consultant will be required to maintain that type of insurance in full force and effect for a minimum of six (6) years after receipt of final payment by the Consultant.

E. Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000 combined single limit. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the Consultant.

Subcontractors used by the Consultant shall also be required to maintain the above-required insurance coverage.

Consultant shall not commence work under the contract until all insurance required as stated herein has been obtained and such insurance has been approved by the EDC.

Indemnification/Hold Harmless Agreement

Consultant 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 Consultant, 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 Consultant, 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 Consultant 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 Consultant, or any of its subcontractors to perform its obligations, either implied or expressed, under the contract.

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 Consultant 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 Consultant.

Community Development Block Grant ("CDBG") Funding

Consultant acknowledges that Federal funds will be used to finance the services contemplated herein, and agrees to comply with the following requirements:

1. The Consultant shall comply, and shall require all employees, subcontractors and consultants to comply with, all applicable assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and HUD regulations at 2 CFR 200, as well as any other applicable federal, state or local laws, regulations, rules, codes or ordinances. Applicable federal regulations include but are not limited to:

2 CFR 200.333 (Record-keeping)

2 CFR 200.450 (Lobbying)

2 CFR 200.212 (Suspension and debarment)

Notwithstanding the provisions herein:

- (a) Costs to be paid under the contract shall be allowable only if such costs are consistent with the Federal cost principles set forth in the Federal regulations at 2 CFR 200.320 (b).
- (b) Payments under the contract 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.
- 2. (a) The Consultant 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 of the Consultant's operations pursuant to the contract. The Records shall document all services performed under or pursuant to the contract and shall include all financial records associated therewith.
- (b) Said Records shall be kept in sufficient detail by the Consultant and its subcontractors, and the Consultant 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 Housing and Urban Development.
- (c) The Consultant shall make available, and shall require any subcontractor to make available, at all reasonable times all Records directly pertinent to the contract for monitoring, audits, inspections and examinations, the making of excerpts and transcriptions, and for the evaluation of costs and pricing of services under the contract by the EDC, P&DD, the U. S. Department of Housing and Urban Development, the Comptroller General of the United States, and any other City, State, or Federal agencies.
- (d) All such required Records shall be maintained for four (4) years: (1) after the Consultant completes the Services to be completed pursuant to the contract, (2) after final payment under the contract, or (3) after all pending matters pursuant to or relating to the contract 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.
- 3. The Consultant shall comply with all requirements of the rule entitled "New Restrictions on Lobbying" found at 2 CFR 200.450 (the "Lobbying Rule"). The Lobbying Rule requires, but is not limited to, requiring, that the Consultant, 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 subawards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including subawards at all tiers. If the compensation to be paid to the Consultant, as provided in 2 CFR 200.450, exceeds \$100,000, the Consultant shall submit to P&DD a Certification Regarding Lobbying, (the "Certification") and, if applicable, Disclosure of Lobbying Activities, (the "Disclosure"). The Consultant 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.
- 4. (a) The Consultant 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 at 24 CFR 200.330, during any period of debarment, suspension, or placement in ineligibility status under the provisions of 2 CFR, part 200, or during any period during which the contractor of subcontractor or principal is proposed for debarment under 48 CFR part 9, Subpart 9.4. If during the term of the contract, the Consultant is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 2 CFR part 200, the Professional Subcontractor shall immediately notify the EDC.
- (b) The Consultant shall submit to the EDC a certification regarding debarment, suspension, ineligibility and voluntary exclusion utilizing a form to be provided by EDC and in conformance to the instructions thereon.
- (c) The Consultant shall require all parties who occupy a position with the Consultant defined in 2 CFR 200.330 as a principal to submit said certification to the Consultant, who in turn, shall submit said certification to the EDC. The Consultant shall require all parties who stand in a lower tier relationship to the Consultant to submit said certification to the Consultant, and the Consultant shall submit said certification to the EDC, if such lower tier relationship is a covered transaction defined in 2 CFR 180.200(b).

We look forward to receiving your proposal and, if selected, working together in the future.

Michael Marshall
Business Development Manager
Economic Development Corporation of the City of Detroit
500 Griswold Street, Suite 2200
Detroit, MI 48226
mmarshall@degc.org

Exhibit A

AFFIDAVIT OF NON-COLLUSION AND NON-CONFLICT OF INTEREST

STATE OF)	
) SS.	
COUNTY OF	_)
	being first duly sworn, deposes and says that:
	of
(Owner, Partner, Officer, Age	ent) Consultant
(2) He/she is fully informed with respect to t circumstances in connection with the same;	he preparation and contents of the Proposal as well as all
representatives, employees or parties in interconspired, connived or agreed directly or insubmit a collusive or sham Proposal in consubmitted or to refrain from proposing in color indirectly, sought by agreement of collusi Consultant, or to fix any overhead, profit or	s officers, partners, owners, members, agents, erest, including this applicant, has any way colluded, directly with any other proposing entity, Firm or person to nection with the contract for which the Proposal has been nection with such contract, or has in any manner, directly ion or communication or conference with any other cost element of the bid price or the bid price of any other ion, conspiracy, connivance or unlawful agreement any interested in the Consultant;
conspiracy, connivance or unlawful agreem	eal are fair and proper and are not tainted by any collusion, ent on the part of the Consultant or any of its agents, es, or parties in interest, including this affiant;
(5) The Consultant has no conflict-of-interest or any persons in connection with the service	st with any federal, state, or local governmental agencies ce specified in this Proposal.
(Signature)	
(Title)	
Subscribed and sworn to before me this	day of, 2018
Notary Public, County,	
My Commission Expires:	