



Issued by the:
Economic Development Corporation of the City of Detroit

Issued on:
January 24, 2018

**SMALL BUSINESS TECHNICAL ASSISTANCE SERVICES
REQUEST FOR QUALIFICATIONS (“RFQ”)**

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 Small Business & Commercial Corridor Revitalization Program (the “Program”) projects taking place across the city of Detroit.

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

- Legal
- Accounting and Financial Planning
- Marketing and Branding
- Interior Design and Merchandising Consulting
- Architectural and Engineering Services
- Business Consulting
- Energy Efficiency / Green Building Practices

It is the sole intent of this RFQ to develop a list, valid for one year, of pre-qualified technical assistance service providers (“TA Providers”), who are interested and willing to work with business owners participating in small business programs administered by the EDC and staffed by the Small Business Services department of the Detroit Economic Growth Corporation (DEGC). Programs include, but are not limited to, Motor City Match and Motor City Re-Store.

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 one year from the date of notification of approval. All interested professional service providers must re-apply one calendar year from the date of approval by the EDC.

Due Date: This RFQ will remain open through **June 30, 2019**

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

Contact: info@motorcitymatch.com

Responses are to be submitted electronically by completing the following response form:
<https://apply.motorcitymatch.com/submit/49444>

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1) OVERVIEW OF PROGRAM OBJECTIVE AND PROCESS

Each quarter, Small Business & Corridor Revitalization Program opens applications for new, existing 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 Small Business & Corridor Revitalization Program’s business participants.

How Small Business & Corridor Revitalization Program matches qualified service providers with participating businesses

- Small Business & Corridor Revitalization Program will host match making sessions to facilitate introductions between business participants and the roster of qualified small business service providers.
- Small Business & Corridor Revitalization Program will create a list of qualified service providers and will facilitate introductions between business participants and qualified service providers. However, the programs will not recommend or endorse any one service provider.
- The Program will provide business participants with a “bank of technical assistance hours” that participants may spend on services from the qualified service provider(s) of their choosing OR the Program will pay the qualified service provider(s) a “not-to-exceed” bid amount for approved services provided.
- Should a qualified service provider be selected by a Program participant for technical assistance, a contractual relationship will be formed with the Small Business & Corridor Revitalization Program participant. The technical assistance providers will invoice the EDC and receive payment from the EDC (for pre-approved services and expenses), rather than billing and receiving payment from Program participants. All qualified service providers will be required to enter into a three-party agreement that spells out the contractual relationship and processes between the EDC, Small Business & Corridor Revitalization Program participants and Small Business & Corridor Revitalization Program service providers.
- Participant and service providers will be responsible for scoping the services to be delivered based on individual needs of each participating business. Each service provider will be responsible for documentation of the hours and services provided to Small Business & Corridor Revitalization Program participants based on the scope of services. Payment will be issued upon delivery of services and receipt of proper documentation, not up front.

How Small Business & Corridor Revitalization Program selects qualified small business service providers

- All interested firms must submit qualifications as outlined in the following RFQ online submission form: <https://apply.motorcitymatch.com/submit/49444>
- All qualified service providers must be at least 2 years old at the time of service delivery and in good standing with the City of Detroit, IRS and state and county government. Businesses in operation and less than 2 years old at the time of application are welcome

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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 Program qualified service provider AND a 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 CDBG and EDC conflict of interest policies.**
- Small Business & Corridor Revitalization Program qualified TA Providers are not required to be located in Detroit, per CDBG funding provisions, however, each service provider must be able to meet in person with Small Business & Corridor Revitalization Program participants located in the city.
- Small Business & Corridor Revitalization Program will contact references supplied by each prospective service provider and conduct a debarment review per CDBG requirements.
- Small Business & Corridor Revitalization 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.
- Small Business & Corridor Revitalization Program will create a roster of all qualified small business service providers. The interactive roster will be provided to every Small Business & Corridor Revitalization Program participant and will include access to the RFQs submitted by each qualified TA Provider. The roster may be made public at a later date.
- Service period will be one year from the date of notification of approval. New applications must be submitted one year after selection as a provider to remain on Small Business & Corridor Revitalization Program’s approved list.

Provider Selection

Criteria for selection of TA providers will be based on qualifications, experience, capacity, ability to execute contract, 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	45 Points
Minority and/or Women’s Businesses	10 Points

The minimum score to be selected as a small business technical assistance provider approved by Small Business & Corridor Revitalization Program is 70 points.

- Small Business & Corridor Revitalization Program staff will score applications using the above selection criteria before final review by Small Business & Corridor Revitalization Program management. A qualified CDBG consultant will perform due diligence and complete final review for application approval.
- Applications will be reviewed on an on-going basis. Communication regarding approval or denial of participation in the Small Business & Corridor Revitalization Program Technical Assistance Program will be sent via email to the TA Provider within two months of application receipt.

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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 application tracks:

- The **Building Owner Track** is for Detroit property owners with a vacant space looking for quality new tenants.
- The **Business Owner Track** is for businesses from Detroit and around the world that are looking to start or expand in Detroit.

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. Motor City Match breaks these stages into the following categories:

	If you have:	Apply for:	Award Details:
Technical Assistance	A great idea	BUSINESS PLAN	Up to 50 winners each round will receive: <ul style="list-style-type: none"> • Free business planning class
	A great idea AND a great business plan	SPACE	Up to 25 winners each round will receive: <ul style="list-style-type: none"> • Match making with top real estate • Financial planning assistance
	A great idea AND a great business plan AND a space secured	DESIGN	Up to 7 winners each round will receive: <ul style="list-style-type: none"> • Design, build assistance • Priority permitting • Financial planning assistance
Financial Assistance	A great idea AND a great business plan AND a space secured AND a development plan AND quotes for all improvements and business needs Ready for investment	CASH	Up to 10 winners each round will receive: <ul style="list-style-type: none"> • Up to a \$100,000 grant per winner. • Grants fill the financial gap on the project. • \$500,000 in total grants per round for business and building owners. • Opportunities to apply to panel of lending partners for financing.

Note: Technical assistance procured through this RFQ will be limited to business owners only. These services may be extended to building owners at a later date.

3) MOTOR CITY RE-STORE PROCESS AND TECHNICAL ASSISTANCE AWARDS

Motor City Re-Store helps existing businesses improve the exterior of their business. The program provides competitive grants, loans and technical assistance to help building and business owners thrive in Detroit.

- The **Design Track** is for Detroit businesses looking to make physical improvements to the exterior of their building including facades, mural, street furniture, parking lot and street scape improvements and storm water management systems.

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Within each application track, building and business owners coordinate for competitive financial and technical assistance to help them through Design and Construction. Competitive awards are available for businesses that have been open for at least one year, and who have not won a Motor City Match Cash award within the past year.

Motor City Re-Store looks to create density of improvements by offering additional financial incentives for neighboring businesses who apply concurrently to the program.

Note: Technical assistance procured through this RFQ will be limited to business owners only, however approval of the property owner is required and financial participation of the property owner is encouraged.

4) ANTICIPATED PROJECT SCHEDULE

RFQ Schedule:

- Open submission for applications through June 30, 2019. Application will be available online at www.motorcitymatch.com.
- Applications will be processed, and providers notified of their approval status, within two months of application.

Motor City Match Business and Building Owner Application and Selection Schedule:

January 8, 2018	Round 11 applications close; Round 10 participants selected
March 1, 2018	Round 12 applications open
April 1, 2018	Round 12 applications close; Round 11 participants selected
June 1, 2018	Round 13 applications open
July 1, 2018	Round 13 applications close; Round 12 participants selected
September 1, 2018	Round 14 applications open
October 1, 2018	Round 14 applications close; Round 13 participants selected
December 1, 2018	Round 15 applications open
January 1, 2019	Round 15 applications close; Round 14 participants selected
March 1, 2019	Round 16 applications open
April 1, 2019	Round 16 applications close; Round 15 participants selected
June 1, 2019	Round 17 applications open
July 1, 2019	Round 17 applications close; Round 16 participants selected
October 1, 2019	Round 17 participants selected

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Motor City Re-Store Application and Selection Schedule:

January 8, 2018	Round 3 applications close; Round 2 participants selected
March 1, 2018	Round 4 applications open
April 1, 2018	Round 4 applications close; Round 3 participants selected
June 1, 2018	Round 5 applications open
July 1, 2018	Round 5 applications close; Round 4 participants selected
September 1, 2018	Round 6 applications open
October 1, 2018	Round 6 applications close; Round 5 participants selected
December 1, 2018	Round 7 applications open
January 1, 2019	Round 7 applications close; Round 6 participants selected
March 1, 2019	Round 8 applications open
April 1, 2019	Round 8 applications close; Round 7 participants selected
June 1, 2019	Round 9 applications open
July 1, 2019	Round 9 applications close; Round 8 participants selected
October 1, 2019	Round 9 participants selected

- Match-making between each Round of business participants and service providers will occur each quarter following the award. Technical assistance service period terminates one (1) year after award.
- The goal of the Program(s) is to select participants every 90 days. These participants will then be matched with service providers based upon award level and individual business needs, and authorized to proceed with technical assistance services approved by Small Business & Corridor Revitalization Program. The time required for participant selection may vary depending on the number of applications. Therefore, technical assistance match making and service may take place before or after the targeted 90-day selection process window.

5) RFQ SUBMISSION REQUIREMENTS

RFQ submissions are accepted online using the following response form:

<https://apply.motorcitymatch.com/submit/49444>

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

- Category of service (select the categories that best describe the services you provide)
 - Legal
 - Accounting and Financial Planning
 - Marketing and Branding
 - Interior Design and Merchandising Consulting
 - Architectural and Engineering Services
 - Business Consulting
 - Energy Efficiency / Green Building Practices
- 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:

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- 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.
 - Providers will need a DUNS 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. Apply here and receive your DUNS number in one business day. <http://fedgov.dnb.com/webform>
- 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 types of services your organization provides and the underlying method of determining such fees (flat fee, hourly, etc).

Note: This information will not be shared with Program participants. Hourly rates are collected for internal purposes to compare the rates submitted with rates supplied to Program participants.

 - **Cost of services provided.**
 - **Hourly rates for staff.**
 - **Indicate the TA Provider’s policy regarding out-of-pocket and or indirect cost expenses** including, but not limited to, travel, lodging, faxes, telephone calls, deliveries, etc. Please note travel costs outside of SE Michigan area are not eligible expenses.
- Other – Provide Affidavits and Statements on TA Provider’s letterhead attesting to the following (**directions provided in RFQ submission form**):

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- “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 City Human Resources Department (HRD) Affirmative Action Clearances. (see sample statement provided in RFQ submission form and follow directions)
- 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)

6) MEANS OF SUBMISSION AND SERVICE PERIOD

Applications are accepted online at www.motorcitymatch.com through June 30, 2019.

All interested firms must submit qualifications as outlined in this RFQ in the following online submission form: <https://apply.motorcitymatch.com/submit/49444>

Please email your questions concerning this RFQ to info@motorcitymatch.com or info@motorcityrestore.com

7) COMMUNITY DEVELOPMENT BLOCK GRANT (FUNDING)

1. In the event Federal funds are used to finance services to be performed under any agreement executed pursuant to this RFQ (the “Agreement”) in whole or in part, 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 assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and HUD regulations at 24 CFR Parts 85 and 570 and 2 CFR 200 and any other federal, state or local laws, regulations, rules, codes or ordinances. Specific CDBG regulations that must be adhered to include:

3. Notwithstanding the provisions herein:

(a) Costs to be paid under the Agreement 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 under the Agreement 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 of the TA Provider's operations pursuant to the

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Agreement. The Records shall document all services performed under or pursuant to the Agreement 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 Housing and Urban Development.

(c) The TA Provider shall make available, and shall require any subcontractor to make available, at all reasonable times all Records directly pertinent to the Agreement for monitoring, audits, inspections and examinations, the making of excerpts and transcriptions, and for the evaluation of costs and pricing of services under the Agreement 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 three (3) years: (1) after the TA Provider completes the Services to be completed pursuant to the Agreement, (2) after final payment under the Agreement, or (3) after all pending matters pursuant to or relating to the Agreement 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"). 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 P&DD the Certification Regarding Lobbying, attached herein (the "Certification") and, if applicable, Disclosure of Lobbying Activities, Exhibit D herein (the "Disclosure"). 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) § 200.212 Suspension and debarment. Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts

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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 during the term of the Agreement, the TA Provider is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 2 CFR 200.212, the Professional Subcontractor shall immediately notify the EDC.

(b) 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

7. Conflict 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.

8) ADDITIONAL NOTES REGARDING CONTRACTING WITH THE PROGRAM

Program Administration

The City of Detroit awarded CDBG funds to the EDC and the EDC has developed Motor City Match and Motor City Re-Store in collaboration with the City’s Jobs and Economy Team, Planning and Development Department, Department of Neighborhoods and other key city and neighborhood stakeholders.

The Economic Development Corporation of the City of Detroit (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 Detroit Economic Growth Corporation.

The Detroit Economic Growth Corporation (“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.

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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 Provider will be introduced to Small Business & Corridor Revitalization 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 enter into a three party contract with the EDC and a Small Business & Corridor Revitalization Program participant, if TA Provider is selected by an Small Business & Corridor Revitalization Program participant. The EDC will only enter into such a three party agreement with a technical assistance service provider if selected by an Small Business & Corridor Revitalization Program participant subject to an approved scope of work and 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 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 Small Business & Corridor Revitalization 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 Small Business & Corridor Revitalization 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 Small Business & Corridor Revitalization 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 provider are encouraged to prepare their proposals simply and economically, providing a straightforward and concise description of the TA Provider’s ability to meet the requirements of the RFQ.

Insurance

The TA Provider, 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 TA Provider’s insurance coverage, policies, or capabilities may be grounds for rejection of the proposal and rescission of any awarded contract. To the extent obtainable, the policies shall contain an agreement by the insurer that such policies shall not be canceled or

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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 TA Provider'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.

Where required by law, 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. This insurance shall be kept in force and effect until receipt of final payment by the TA Provider. Comprehensive General Liability insurance (occurrence based) which conforms to the following requirements: the minimum policy limits shall be \$1,000,000 each occurrence for bodily injury and \$1,000,000 each occurrence for property damage, and shall cover indemnification claims.

Unless otherwise approved by the EDC, 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.

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 TA Provider. In the event that the subcontractors used by the TA Provider do not have insurance, or do not meet the insurance limits, TA Provider shall indemnify and hold harmless the EDC for any claim in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

TA Provider 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

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 _____

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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 the 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 into.

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 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. 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.