

CONSTRUCTION SERVICES REQUEST FOR QUALIFICATIONS ("RFQ")

REVISED: April 15, 2016

Motor City Match (MCM) is soliciting qualifications for professional construction skilled tradesmen or general/sub-contractors to provide construction services to new small business start-up and expansion projects taking place across the city of Detroit.

This RFQ specifically seeks qualifications from the following trade areas:

- General Contracting
- Plumbing
- Electrical
- Painting
- General Carpentry
- Finish Carpentry
- Mechanical (HVAC)

- Insulation
- Drywall
- Concrete
- Roofing
- Masonry
- Energy efficiency and green building practices

1. OVERVIEW OF PROGRAM OBJECTIVE AND PROCESS

Each quarter, MCM opens applications for new and expanding businesses that want to open in Detroit. MCM employs a competitive process to select participating businesses. MCM then matches businesses with the space, funding and technical assistance they need to get open. Participating business owners and building owners may independently contract with qualified, MCM construction companies to fulfill their construction needs.

The goal of this RFQ is to build a roster of qualified and experienced contractors and tradesmen that can deliver construction services to MCM's participants.

How MCM matches contractors with participating businesses and building owners.

- MCM will host match making sessions to facilitate introductions between the roster of construction contractors and participating MCM business owners and building owners.
- MCM will create a list of qualified contractors and will facilitate introductions between MCM
 participants and MCM qualified contractors. However, MCM will <u>not</u> recommend or endorse any
 contractor. MCM businesses and building owners will independently select and contract with
 tradesmen or general/sub-contractors to provide construction services.

How MCM selects qualified contractors

- All interested contractors must submit qualifications as outlined in this RFQ in the following RFQ online submission form: <u>https://apply.motorcitymatch.com/submit/55642</u>
- All qualified contractors 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.
- All qualified contractors (the firm AND individuals) must possess valid licenses as applicable for their industry.
- Note: a business cannot be a Motor City Match qualified contractor AND a Motor City Match award applicant.
- MCM qualified service 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 MCM participants.
- MCM will contact references supplied by each prospective service provider and conduct a debarment review per CDBG requirements.
- MCM reserves the right to disqualify any Proposer if it determines, in its sole discretion, that a Proposer is non-responsive to the requirements of this RFQ, including without limitation an inability or unwillingness to comply with the terms herein
- MCM will create a roster of all qualified contractors. The interactive roster will be provided to every MCM participant and will include access to the RFQs submitted by each qualified contractor. The roster may be made public at a later date.

Contractor Selection

Criteria for selection of contractors 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 construction services provider approved by MCM is 70 points.

- MCM staff will score applications using the above selection criteria before final review by MCM 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 MCM Technical Assistance Program will be sent via email to the Proposer
 one month after the application is received.

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 Assistanc	A great idea	BUSINESS PLAN	Up to 50 winners each round will receive: • Free business planning class
	A great idea AND a great business plan	SPACE	Up to 25 winners each round will receive: 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: 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: 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.

3. ANTICIPATED PROJECT SCHEDULE (2015)

RFQ Schedule:

- Open submission for applications through December 31, 2017. Application will be available online at <u>www.motorcitymatch.com</u>.
- Applications will be processed, and providers notified of their approval status, within one month of application.

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

March 1, 2016	Round 4 applications open
April 1, 2016	Round 4 applications close
	Round 3 participants selected
June 1, 2016	Round 5 applications open
July 1, 2016	Round 5 applications close
	Round 4 participants selected
September 1, 2016	Round 6 applications open
October 1, 2016	Round 6 applications close
	Round 5 participants selected
December 1, 2016	Round 7 applications open
January 1, 2017	Round 7 applications close Round 6 participants selected
March 1, 2017	Round 8 applications open
April 1, 2017	Round 8 applications close

	Round 7 participants selected
June 1, 2017	Round 9 applications open
July 1, 2017	Round 9 applications close
	Round 8 participants selected
October 1, 2017	Round 9 participants selected

* The goal of Motor City Match is to select participants every 90 days. These participants will then be introduced to contractors based on their construction needs. 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.

4. RFQ SUBMISSION REQUIREMENTS

Vendors responding to this RFQ ("Proposers") must meet the following requirements:

All work to be performed in the MCM program shall either be performed by or supervised and approved by a licensed tradesman or General Contractor.

- 1. Must hold a valid license for the trade which they are responding to in this RFQ.
- 2. Must provide two references being responded to for work which occurred in the past 3 years.
- 3. Provide a brief (two pages or less) overview of your company with the following information:
 - a) Name of Principal(s)/Owner(s)
 - b) Contact information including billing address, phone and cell phone,
 - c) Trade Skill License(s)
 - d) Years in business
 - e) Core competencies
- 4. List of trade associations, special training, certifications, and awards for the trade skill being responded to.
- 5. A list, if any, of any liens, bankruptcies, lawsuits (settled or open), disciplinary actions, suspensions, debarments or complaints (open or settled) against the Principal(s)/Owner(s), tradesmen used, or company responding to the RFQ. Please provide a brief explanation and final conclusion of three lines or less for each listed incident. Listed incidents will not in and of themselves, disqualify an otherwise qualified contractor/tradesman responding to this RFQ.
- 6. List of third party affiliations, if any, such as Diamond Certified, LEED Certified, Angie's List, Better Business Bureau, etc.

5. MEANS AND DEADLINE OF SUBMISSION

Applications are accepted online at www.motorcitymatch.com through December 31, 2017.

All interested contractors must submit qualifications as outlined in this RFQ in the following online submission form: <u>https://apply.motorcitymatch.com/submit/55642</u>

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

6. ADDITIONAL NOTES REGARDING CONTRACTING WITH MOTOR CITY MATCH

Program Administration. At the request of the City of Detroit Mayor's Office, the EDC is currently developed Motor City Match 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 development entity of the City of Detroit that supports private investment and business growth within the neighborhoods throughout the city of Detroit using a combination of taxes, grants, and other funds. The EDC is staffed and managed by the Detroit Economic Growth Corporation.

The Detroit Economic Growth Corporation ("DEGC") established in 1978, is a non-profit corporation exclusively devoted to supporting Detroit's economic development initiatives. Structured as a public – private partnership between city government and the business community, 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.

<u>Contract Awards.</u> The Proposer understands that responding to this RFQ does not constitute an offer or a contract with the EDC or the DEGC, or any MCM 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.

Development Costs

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

<u>Insurance</u>

The Proposer, if awarded a contract by a MCM participant, 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 Proposer'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 Proposer'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 Proposer agrees that it will obtain a similar covenant with respect to Workers' Compensation insurance from any consultant or subcontractor retained by the Proposer to render any of the Services. This insurance shall be kept in force and effect until receipt of final payment by the Proposer.
- 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 Proposer's obligations as defined in the Article entitled "Indemnity" of this Agreement. 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 Proposer.* The Professional Liability Policy, when renewed or replaced, must have a retroactive date that coincides with, or precedes, the start of work under this Agreement.
- 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 Proposer.

In the event that the subcontractors used by the Proposer do not have insurance, or do not meet the insurance limits, Proposer 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.

Proposer 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.

^{*} Professional Liability insurance may be obtained on claims made basis, but the Proposer 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 Proposer.

Indemnification/Hold Harmless Agreement

Proposer 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 Proposer, 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 Proposer, 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 Proposer 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 Proposer, 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 Proposer 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 Proposer.

No Collusion

By submitting a proposal in response to this RFQ, the Proposer certifies the Proposer has not divulged to, discussed or compared the proposal with other Proposers and has not colluded with any other Proposers or competitive parties. Also, Proposer 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 Proposer or with any competitor.
- B. No prices and/or cost data quoted in the proposal has been knowingly disclosed by the Proposer, and will not knowingly be disclosed by the Proposer, to any competitor prior to the scheduled opening.
- C. No attempt has been made or will be made by the Proposer 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 Proposer shall provide an affirmative statement that retention 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.