

**REQUEST FOR PROPOSALS**  
**MICHIGAN STRATEGIC FUND**  
**INTERNATIONAL TRADE CENTERS**  
**RFP-CASE-377317**

## **REMINDER**

Please check your proposal to make sure you have included all of the specifications in the Request for Proposals. In addition, please submit an electronic version of each of the following:

- Technical Proposals (Section ii-A);
  - Signed physically or electronically and valid for at least 90 days (Section III-B);
  - Additional Certification (Section III-R);
- Price Proposal (Section II-B);
- Signed Independent Price Determination Certificate (Attachment A); and
- Conflicts of Interest Disclosure (if applicable) (Section III-G).

**BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: “RFP-CASE-377317 Technical Proposal” and “RFP-CASE-377317 Price Proposal” with Company Name, and “message 1 of 3” as appropriate if the bid consists of multiple emails.**

**The Michigan Strategic Fund (the “MSF”) will not respond to telephone inquiries, or visitation by Bidders or their representatives. Bidder’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.**

Contract Services  
Michigan Strategic Fund  
300 North Washington Square, 3rd Floor  
Lansing, Michigan 48913  
[contractsandgrants@michigan.org](mailto:contractsandgrants@michigan.org)

## **IMPORTANT DUE DATES**

- **April 24, 2023, at 3:00 p.m.:** Questions from potential Bidders are due via email to [contractsandgrants@michigan.org](mailto:contractsandgrants@michigan.org). Please note: The MSF will not respond to questions that are not received by the above date and time. In addition, questions that are phoned, faxed or sent through regular mail will not be accepted.
- **May 1, 2023, by close of business:** Responses to all qualifying questions will be posted on the MSF’s website, <https://www.michiganbusiness.org/377317>.
- **May 15, 2023, at 3:00 p.m.:** Electronic versions sent separately of each of your Technical Proposal and Price Proposals due to the MSF via email to [contractsandgrants@michigan.org](mailto:contractsandgrants@michigan.org). **Proposals will not be accepted via U.S. Mail or any other delivery method.**

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**REQUEST FOR PROPOSAL**  
**INTERNATIONAL TRADE CENTERS**  
**RFP-CASE-377317**

This Request for Proposals (the “RFP”) is issued by the Michigan Strategic Fund (the “MSF”), Contract Services unit (the “CS”). The Michigan Economic Development Corporation (the “MEDC”) provides administrative services associated with the programs and activities of the Michigan Strategic Fund Act on behalf of the MSF. CS is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP. CS is the only office authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any contract(s) awarded as a result of this RFP (the “Contract”). CS will remain the SOLE POINT OF CONTACT throughout the bidding process. ***The MSF will not respond to telephone inquiries, or visitation by Bidders or their representatives. Bidder’s sole point of contact concerning the RFP is below and any communication outside of this process may result in disqualification.***

Contract Services  
Michigan Strategic Fund  
300 North Washington Square  
Lansing, Michigan 48913  
[contractsandgrants@michigan.org](mailto:contractsandgrants@michigan.org)

## **SECTION I STATEMENT OF WORK**

### **A) PURPOSE**

MSF is seeking contractors to provide trade promotion services to Michigan based companies seeking export sales in the following target markets and regions: Canada, Mexico, Europe, Middle East (to cover Qatar, Kuwait, UAE, Saudi Arabia, Bahrain and Oman), as well as additional markets including Africa, Australia, Brazil, the Caribbean, China, India, Japan, South America, South East Asia, and South Korea.

### **B) BACKGROUND STATEMENT AND OBJECTIVES**

#### **Background:**

The International Trade program assists Michigan based companies to expand their customer base through a variety of international trade services that lead to international market expansion. The program focus is on small and medium-sized enterprises, which by the United States Small Business Association's Size Standards, defined by industry, but will also assist larger companies if the assistance will have a clear and identifiable economic impact. All export development services must be provided within constraints of federal export restrictions. The International Trade program will enter into a fixed fee contract for trade promotion services at a non-negotiable amount to be determined. The contract amount per country will be determined annually and the total amount will be finalized pending confirmation of final awards. Operating costs, including staff salaries, office space/rent, office equipment, office supplies, postage, banking fees, printing, telephones, local transportation and all other costs unless otherwise noted, will be the sole responsibility of the Contractor and derived from the contract fee.

The term of the initial contract shall be from October 1, 2023 through September 30, 2024, and shall be renewable subject to mutual agreement on an annual basis.

### **C) REQUIREMENTS**

- Minimum of five years providing international trade assistance.
- Bidder or its subcontractor must have an existing office in each target market that is included in the proposal as a primary business location.
- Bidder or its subcontractor must have the ability to obtain a US Visa for traveling to the United States at least once a year.
- Bidder or its subcontractor must be fluent and 100% proficient, with the ability to read, write and compose business correspondence, in English and the official language of each target market that is included in the proposal.
- Bidder or its subcontractor and staff must be familiar with the business practices and culture of the US and in each target market that is included in the proposal.
- Bidder or its subcontractor must have an established business and at least five years of experience in consulting, marketing, sales or other areas that provide services to international, preferably US, companies.
- Bidder or its subcontractor must have experience working with small-to-medium

- sized companies (average annual sales less than US\$50 million).
- Exceptional research, writing, and interpersonal skills.
- Lead Staff members with at least a bachelor's degree. A Master's, legal or specialized degree in a relevant field is preferred, but not required.

## **D) DELIVERABLES**

### **Services to be Provided:**

The Bidder or its subcontractor shall serve as an authorized representative for the State of Michigan in target market(s) subject to the limitations in the agreement. MSF shall retain the Bidder or its subcontractor for the purpose of increasing the export of products and services from small-to-medium sized companies in Michigan's defined target market(s). The awarded contract will be on a non-exclusive basis and the Bidder or its subcontractor may have other clients and/or provide work for other US States or foreign governments or legislatures where no conflict of interest exists.

Trade development services to be provided by the Bidder or its subcontractor, in addition to those described below, will be determined by specific parameters submitted by MSF.

Minimum services required are as follows:

#### **1. Agent/Distributor Searches and Matchmaking**

At MSF's request, the Bidder or its subcontractor shall conduct agent/distributor searches for participating small-to-medium sized Michigan companies. The agent/distributor searches shall include investigating the products or services made by the companies, identifying and/or qualifying agents and distributors to represent products or services, interviewing prospective representatives and distributors, arranging appointments with agents and distributors, arranging for translators, conducting pre- and post-briefings and follow-up activities. The Bidder or its subcontractor may also be required to conduct market research and viability studies, as well as end user searches.

#### **2. Trade Events**

At MSF's request, the Bidder or its subcontractor shall recommend trade events for its participation. The Bidder or its subcontractor shall serve as the primary coordinator for participation in trade events. Examples of these events include trade fairs, exhibitions and catalogue shows. The Bidder or its subcontractor will be responsible for all pre- and post-event activities including but not limited to publicity, information distribution, interpreters, participant briefings, participation on behalf of the State of Michigan, and post-event evaluation.

The Bidder or its subcontractor will not be responsible for direct costs including exhibition space, interpreter fees, shipment of exhibition displays, preparation of printed materials, etc.

#### **3. Referrals**

At MSF's request, the Bidder or its subcontractor shall provide qualified referrals to Michigan firms, including but not limited to referrals for legal, translation, advertising, local employment practices, credit and other professional services. It is required to include the MSF staff and MEDC International Trade Manager on all communications with the Michigan firm.

#### **4. Database of Trade Contacts**

The Bidder or its subcontractor shall maintain a database of agents, distributors, manufacturers, retail outlets, international trade service providers including translating companies, advertising companies, law firms, government offices and government officials, and other organizations and individuals as necessary to perform its duties as the contractor or subcontractor.

#### **5. Development of Trade Contacts and Leads**

The Bidder or its subcontractor shall obtain, maintain, and strengthen contacts with businesses throughout the target market(s) in order to create additional trade leads for the MSF.

#### **6. Business Appointments and Assistance**

At MSF's request, the Bidder or its subcontractor shall assist in arranging business appointments and itineraries for visiting business executives from the State of Michigan.

#### **7. Annual State Trip**

At MSF's request, the Principal Officer of the Bidder or its subcontractor shall visit Michigan annually for up to one week to attend and/or participate in conferences, programs, training sessions or pre-scheduled company meetings arranged by the MSF. Travel expenses shall be pre-authorized by the MSF in advance.

#### **8. Trade Missions**

At MSF's request, the Bidder or its subcontractor shall help organize and participate in official Michigan trade delegations to target market(s), including governor-led missions:

- i. Business Matchmaking – The Bidder or its subcontractor will arrange customized one-on-one business appointments with prospective agents, distributors, or buyers. Participants average one to four business appointments each day depending on the company's products, services and objectives in addition to the distance between meetings.
  - a. Market Research – Customized market research, industry information and analysis should be provided to the participating companies prior to the visit.
- ii. In-Country Business Briefings – The Bidder or its subcontractor will be required to coordinate an in-country briefing for participating companies within 36 hours of arrival to the market. This includes coordinating space, speakers and topics such as: economic outlook, leading sectors, legal considerations, business cultural tips, distribution and sales channels and other approved topics. Speakers may include contractor or subcontractor staff, U.S. Commercial Service specialists, industry experts, associations, local businesses and/or government officials.
  - a. In-Country Staff Support – The Bidder or its subcontractor will assist companies with preparation for missions, accompany the delegation, and provide post-mission follow-up.
  - b. Director or approved delegate is required to travel with the delegation to manage the in-country service delivery.

- iii. Ground Transportation – The Bidder or its subcontractor will arrange group ground transportation to and from the airport and hotel; assist companies with coordinating and paying transportation for in-country meetings.
  - a. Group-rate Accommodations – The Bidder or its subcontractor will provide hotel suggestions and negotiated group hotel rates for the delegation.
- iv. Other services – Recommendations for suitable drivers, interpreters and business services should be available upon request.

## **9. Information**

The awarded contractor or its subcontractor will be required to maintain an in-depth knowledge of Michigan's economic structure, business interests/practices and culture. The awarded contractor or its subcontractor will be encouraged to report any country-specific news, policy changes and current events that may affect the business relationship with the MSF or Michigan's exporters. The awarded contractor will be required to track progress and complete reporting requirements, as instructed by the MSF.

## **10. General Conduct**

The awarded contractor or subcontractor will set clear and realistic expectations for each project with Michigan companies along with a detailed timeline for deliverables. All conference calls with Michigan companies should be conducted during standard business hours in the U.S. unless otherwise agreed upon by both parties.

## **11. Monthly and Annual Reports**

Expenses incurred at the request of the MSF that are outside of the contract, if any, should be sent via email to the MSF Contract Manager, with a corresponding request for reimbursement.

The awarded contractor or its subcontractor will be required submit a monthly report to the MSF detailing content and results of work related to points (1) through (10) above.

- i. Summary of conference calls – Record written confirmation of initial contact with company, notes, and project scope of work.
- ii. Summary of meetings with companies during annual trip to Michigan.
- iii. Contracted Projects – Record start/end date of project, type of activity, country, number of meetings, notes, and final deliverable.
- iv. Final reports – The awarded contractor will also be required to prepare and provide the MSF with an annual report summarizing all business development and other activities engaged in by the awarded contractor or its subcontractor in the target market(s).

## **SECTION II PROPOSAL FORMAT**

To be considered, each Bidder must submit a COMPLETE proposal in response to this RFP using the format specified. Bidder's proposal must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the Bidder to be essential to a complete understanding of the proposal. Each section of the proposal should be clearly identified with appropriate headings:

### **A) TECHNICAL PROPOSAL**

1. Business Organization and History – State the full name, address, and phone and facsimile number of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, the proposal must state whether the organization is licensed to operate in the State of Michigan.

2. Statement of the Problem – State in succinct terms your understanding of the problem(s) presented by this RFP.

3. Narrative – Include a narrative summary description of the proposed effort and of the services(s)/products(s) that will be delivered.

4. Technical Work Plans – Provide a detailed research outline and timelines for accomplishing the work.

5. Prior Experience – Describe the prior experience of your organization which you consider relevant to the successful accomplishment of the project defined in this RFP. Include sufficient detail to demonstrate the relevance of such experience. Proposals submitted should include, in this Section, descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed; also include the name, address, and phone number of the responsible official of the client organization who may be contacted.

The MSF may evaluate the Bidder's prior performance with the MSF, and prior performance information may be a factor in the award decision.

6. Project Staffing – The Bidder must be able to staff a project team which possesses talent and expertise in the field of the requirements of this RFP. Identify a Project Manager and staff assigned by name and title. Include biographies, experience and any other appropriate information regarding the work team's qualification for this initiative. Indicate staff turnover rates. Show where the project team will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the work. Indicate the amount of dedicated management time for the Bidder's Project Manager and other key individuals. Do not include any financials for the contemplated work within the Technical Proposal. Resumes of qualifications should be supplied for proposed project personnel.

Please Note: The MSF further reserves the right to interview the key personnel assigned by the Contractor to this project and to recommend reassignment of personnel deemed unsatisfactory.

7. Subcontractors – List here all subcontractors that will be engaged to accomplish the project described in this RFP; include firm name and address, contact person and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities. Also, the information provided in response to A-5, above, should include detailed information about each potential subcontractor.

8. Bidder's Authorized Expediter – Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the MSF.

9. Additional Information and Comments – Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

## **B) PRICE PROPOSAL**

Provide the cost/rate/price information for all firms/persons named in your Price Proposal to demonstrate the reasonableness of your Price Proposal. Attach a schedule of all expenses covering each of the services and activities identified in your proposal.

The MSF is exempt from federal excise tax, and state and local sales taxes. The Price Proposal should not include taxes.

**THE PRICE PROPOSAL MUST BE IDENTIFIED AND SENT SEPARATELY FROM THE TECHNICAL PORTION OF YOUR PROPOSAL ACCORDING TO THE INSTRUCTIONS OF THIS RFP. Separately sealed price proposals will remain sealed until the JEC has completed evaluation of the technical proposals.**

Bidders Please Note: Rates quoted in response to this RFP are firm for the duration of the Contract; no price increase will be permitted.

## **C) PROPOSAL SUBMITTAL**

Submit separately marked electronic versions of each of your Technical Proposal and Price Proposal to the MSF via email to [contractsandgrants@michigan.org](mailto:contractsandgrants@michigan.org) not later than **3:00 p.m. on May 15, 2023**. The MSF has no obligation to consider any proposal that is not timely received. **Proposals will not be accepted via U.S. Mail or any other delivery method.**

BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: "*RFP-CASE-377317 Technical Proposal*" and "*RFP-CASE-377317 Price Proposal*" with *Company Name*, and "*message 1 of 3*" as appropriate if the bid consists of multiple emails.

### SECTION III RFP PROCESS AND TERMS AND CONDITIONS

#### A) **PRE-BID MEETING/QUESTIONS**

A pre-bid meeting will not be held. Questions from Bidders concerning the specifications in this RFP must be received via e-mail no later than **3:00 pm on April 24, 2023**. Questions must be submitted to:

Contract Services  
[contractsandgrants@michigan.org](mailto:contractsandgrants@michigan.org)

#### B) **PROPOSALS**

To be considered, Bidders must submit a complete response to this RFP, using the format provided in Section II of this RFP, by **3:00 p.m. on May 15, 2023**. No other distribution of proposals is to be made by the Bidder.

The Technical Proposal must be **signed physically or electronically** by an official of the Bidder authorized to bind the Bidder to its provisions. The proposal must include a statement as to the period during which it remains valid; this period must be at least ninety (90) days from May 15, 2023. The rates quoted in the Price Proposal must remain firm for the period indicated in Section II.

#### C) **ECONOMY OF PREPARATION**

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

#### D) **SELECTION CRITERIA**

Responses to this RFP will be evaluated based upon a three-step selection process. The proposal must address the requirements described in Section II of this RFP.

The first step is an evaluation of which proposals satisfactorily meet the requirements of this RFP as stated in Section II.

##### 1) **Step I – Initial evaluation for compliance**

- a) *Proposal Content* – Contract Services will screen the proposals for technical compliance to include but not be limited to:
- Timely submission of the proposal.
  - Technical Proposal and Price Proposal clearly identified and sent separately.
  - Proposal signed physically or electronically by an official of the Bidder authorized to bind the Bidder to its provisions.
  - Proposals satisfy the form and content requirements of this RFP.

## 2) Step II – Criteria for Satisfactory Technical Proposals

- a.) During the second step of the selection process, proposals will be considered by a Joint Evaluation Committee (the “JEC”) comprised of individuals selected by the MSF. Only those proposals that satisfy the requirements described in this RFP, as determined in the sole discretion of the JEC, will be considered for evaluation in Step II. The JEC reserves the right to request additional information from any Bidder.
- b.) *Competence, Experience and Staffing Capacity* – The proposal should indicate the ability of the Bidder to meet the requirements of this RFP, especially the time constraints, quality, and recent projects similar to that described in this RFP. The proposal should indicate the competence of the personnel whom the Bidder intends to assign to the project, including education and experience, with particular reference to experience on projects similar to that described in this RFP and qualifications of Bidder’s Project Manager and the Project Manager’s dedicated management time, as well as that of other key personnel working on this project.

		<u>Weight</u>
1.	Bidder Information	5
2.	Understanding RFP	10
3.	Statement of Work	25
4.	Prior Experience	25
5.	Track Record of Collaboration	25
6.	Staffing	10
<b>TOTAL</b>		<b>100</b>

- c.) During the JEC’s review, Bidders may be required to make oral presentations of their proposals to the JEC. These presentations provide an opportunity for the Bidders to clarify the proposals. The MSF will schedule these presentations, if required by the JEC.
- d.) Only those proposals receiving a score of **80 points or more** in the technical proposal evaluation will have their pricing evaluated to be considered for award.

## 3) Step III – Criteria for Satisfactory Price Proposal

- a.) Based on what is in the best interest of the MSF, the MSF will award the Contract considering value, quality, and the ability to meet the objectives of this RFP, of proposals that were approved as a result of this two-step evaluation process.
- b.) The MSF reserves the right to consider economic impact on the State of Michigan when evaluating proposal pricing. This includes, but is not limited to: job creation, job retention, tax revenue implications, and other economic considerations.

- c.) The award recommendation will be made to the responsive and responsible Bidder who offers the best value to the MSF and the State of Michigan. Best value will be determined by the Bidder meeting the minimum point threshold and offering the *best proposal that meets the objectives of the RFP*.
- d.) The MSF reserves the right to award to another “best value” contractor in case the original Awardee does not accept the award.

**E) BIDDERS COSTS**

The MSF is not liable for any costs incurred by any Bidder prior to signing of the Contract by all parties.

**F) TAXES**

The MSF may refuse to award a contract to any Bidder who has failed to pay any applicable taxes or if the Bidder has an outstanding debt to the State of Michigan or the MSF.

Except as otherwise disclosed in an exhibit to the Proposal, Bidder certifies that all applicable taxes are paid as of the date the Bidder’s Proposal was submitted to the MSF and the Bidder owes no outstanding debt to the State of Michigan or the MSF.

**G) CONFLICT OF INTEREST**

The Bidder must disclose, in an exhibit to the proposal, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract.

Except as otherwise disclosed in the proposal, the Bidder affirms that to the best of its knowledge there exists no actual or potential conflict between the Bidder, the Bidder’s project manager(s) or its family’s business or financial interests (“Interests”) and the services provided under the Contract. In the event of any change in either Interests or the services provided under the Contract, the Bidder will inform the MSF regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the MSF’s satisfaction or the Bidder may be disqualified from consideration under this RFP. As used in this Section, “conflict of interest” shall include, but not be limited to, the following:

- 1) Giving or offering a gratuity, kickback, money, gift, or anything of value to a MSF official, officer, or employee with the intent of receiving a contract from the MSF or favorable treatment under a contract;
- 2) Having or acquiring at any point during the RFP process or during the term of the Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Bidder’s performance of its duties and responsibilities to the MSF under the Contract or otherwise create the appearance of impropriety with respect to the award or performance of the Contract; or
- 3) Currently in possession of or accepting during the RFP process or the term of the Contract anything of value based on an understanding that the actions of the Bidder or its affiliates or Interests on behalf of the MSF will be influenced.

**H) BREACH OF CONTRACT**

Except as otherwise disclosed in an exhibit to Bidder's proposal, Bidder is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan. Further, Bidder represents and warrants that it has not been a party to any contract with the State of Michigan or any public body that was terminated within the previous five (5) years because the Bidder failed to perform or otherwise breached an obligation of such contract.

**I) DISCLOSURE OF LITIGATION**

Except as otherwise disclosed in an exhibit to Bidder's proposal, there is no criminal litigation, investigations or proceedings involving the Bidder (and each subcontractor, if subcontractors will be used to provide the goods/services requested under this RFP) or any of the Bidder's officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, Bidders must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the Bidder (or, to the extent Bidder is aware, any subcontractor) is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Bidder (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against Bidder (or, to the extent Bidder is aware, subcontractor), by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Bidder is prevented from disclosing under the terms of the settlement may be annotated as such. Bidders must also disclose any investigations by the Internal Revenue Service or any other federal or state taxing body or court.

**J) FALSE INFORMATION**

If the MSF determines that a Bidder purposefully or willfully submitted false information in response to this RFP, the Bidder will not be considered for an award and any resulting Contract that may have been executed may be terminated.

**K) ADDITIONAL DISCLOSURE**

All Bidders should be aware that proposals submitted to the MSF in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the Freedom of Information Act ("FOIA"). Accordingly, confidential information should be excluded from Bidders' proposals. Bidders, however, are encouraged to provide sufficient information to enable the MSF to determine the Bidder's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of the Contract and any attachments or exhibits thereto.

**L) PRICES HELD FIRM**

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in Bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted. IN THE EVENT THAT PROPOSED CHANGES ARE NOT ACCEPTABLE TO THE MSF, THE CONTRACT SHALL BE TERMINATED AND THE MODIFIED CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING.

**M) BEST AND FINAL OFFER**

At any time during the evaluation process, the JEC may request a Best and Final Offer ("BAFO") from any Bidder. This will be the final opportunity for a Bidder to provide a revised proposal. The scope of the changes allowed in the BAFO will be published as part of the issuance of the BAFO request.

**Bidders are cautioned to propose the best possible offer at the outset of the process, as there is no guarantee that any Bidder will be allowed an opportunity to engage in Pricing Negotiations or requested to submit a Best and Final Offer.**

**N) CLARIFICATION/CHANGES IN THE RFP**

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be posted on <https://www.michiganbusiness.org/349113>. Applicants are encouraged to regularly check this site for changes or other information related to the RFP.

**O) ELECTRONIC BID RECEIPT**

ELECTRONIC VERSIONS OF EACH OF YOUR TECHNICAL AND PRICE PROPOSALS SENT SEPARATELY MUST BE RECEIVED AND TIME-STAMPED BY THE MSF TO [contractsandgrants@michigan.org](mailto:contractsandgrants@michigan.org), ON OR BEFORE **3:00 p.m. on May 15, 2022**. Bidders are responsible for timely submission of their proposal. THE MSF HAS NO OBLIGATION TO CONSIDER ANY PROPOSAL THAT IS NOT RECEIVED BY THE APPOINTED TIME.

**P) RESERVATION OF MSF DISCRETION**

Notwithstanding any other statement in this RFP, the MSF reserves the right to:

- 1) reject any and all proposals;
- 2) waive any errors or irregularities in the bidding process or in any proposal;
- 3) rebid the project;
- 4) negotiate with any Bidder for a reduced price, or for an increased price to include any alternates that the Bidder may propose;
- 5) reduce the scope of the project, and rebid or negotiate with any Bidder regarding the revised project; or
- 6) defer or abandon the project.

The MSF's decision is final and not subject to appeal. Any attempt by an applicant, collaborating entity, or other party of interest to the project to influence the awards process, to appeal, and/or take any action, including, but not limited to, legal action, regarding the proposal or awards

process in general may result in the applicant's disqualification and elimination from the award process.

**Q) JURISDICTION**

Any legal action arising from or concerning this RFP shall be brought in the Michigan Court of Claims or, as appropriate, the Ingham County Circuit Court in Ingham County, Michigan. Nothing in this RFP shall be construed to limit the rights and remedies of the MSF that are otherwise available.

**R) ADDITIONAL CERTIFICATION**

Pursuant to Public Act 517 of 2012, an Iran linked business is not eligible to submit a bid on a request for proposal, with a public entity.

Bidders must include the following certification in the technical proposal:

“Bidder certifies that it is not an Iran-linked business as defined in MCL 129.312.”

Failure to submit this certification will result in disqualification from consideration.

## **SECTION IV CONTRACTUAL TERMS AND CONDITIONS**

### **A) CONTRACT TERMS AND CONDITIONS**

- 1) The Contract – The proposal selected will be subject to the terms and conditions of a Professional Services Contract with the MSF (the “Contract”).
- 2) Term of Work – It is estimated that the activities in the proposed Contract will cover the period October 1, 2023 through September 30, 2024, with the option to extend to four additional years. The MSF, in its sole discretion, may extend the Term and allocate additional resources, subject to available funding.
- 3) Modification of Service – The MSF reserves the right to modify the requested services during the course of the Contract. Such modifications must be made in writing and may include the addition or deletion of tasks or any other modifications deemed necessary. Any changes in pricing proposed by the bidder resulting from the requested changes are subject to acceptance by the MSF. Changes may be increases or decreases.

In the event changes are not acceptable to the MSF, the Contract shall be subject to competitive bidding based upon the new specifications.

- 4) Subcontracting – The MSF reserves the right to approve any subcontractors for the Contract and to require the bidder, upon award of the Contract, to replace subcontractors that the MSF finds to be unacceptable.
- 5) Award of Contract – The MSF reserves the right to award all or any part of this RFP and, based on what is in the best interest of the MSF, the MSF will award the Contract considering price, value and quality of the bids.

### **B) CONTRACTOR RESPONSIBILITIES**

The selected Bidder will be required to assume responsibility for all contractual activities offered in this RFP whether or not the Bidder performs them. Further, the MSF will consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

### **C) ACCEPTANCE OF PROPOSAL CONTENT**

If awarded a Contract, the contents of this RFP will become contractual obligations. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1) This RFP (including subsequent written clarification provided in response to questions raised by email) and any Addenda thereto; and
- 2) Final executed Contract.

In the event of any discrepancies between the above documents, the final executed Contract shall control. Failure of the successful Bidder to accept these obligations may result in cancellation of the award.

**D) PROJECT CONTROL AND REPORTS**

**1) Project Control**

- a) The selected Bidder (the "Contractor") will carry out this project under the direction and control of the Business Support Unit of the MSF.
- b) The MSF will appoint a Contract Manager for this project. Although there will be continuous liaison with the Contractor team, the Contract Manager will meet with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c) The Contractor will submit brief written monthly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated which should be brought to the attention of the Contract Manager and notification of any significant deviation from previously agreed upon work plans.
- d) Within five (5) working days of the execution of the Contract, the Contractor will submit a work plan to the Contract Manager for final approval. This work plan must be in agreement with Section III-A of this RFP as proposed by the Bidder and accepted by the MSF for contract, and must include the following:
  - (i) The Contractor's project organizational structure.
  - (ii) The Contractor's staffing table with names and titles of personnel assigned to the project. This must be in agreement with staffing of the accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the MSF.
  - (iii) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
  - (iv) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

## **ATTACHMENT A**

### **INDEPENDENT PRICE DETERMINATION AND PRICES HELD FIRM CERTIFICATION**

#### **INDEPENDENT PRICE DETERMINATION**

By submission of a proposal, the Bidder certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:

1. The prices in the proposal have been arrived at independently, without consultation, communication, or agreement, for the purpose of restricting competition as to any matter relating to such prices with any other Bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award directly or indirectly to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- A) Is the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 1, 2, and 3 above; or
- B) Is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 1, 2, and 3 above.

A proposal will not be considered for award if this Attachment A has been altered so as to delete or modify 1 or 3, above. If 2, above, has been modified or deleted, the proposal will not be considered for award unless the Bidder provides, with this Attachment A, a signed statement which sets forth, in detail, the circumstances of the disclosure and the MEDC determines that such disclosure was not made for the purpose of restricting competition.

#### **PRICES HELD FIRM**

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted.

Signed \_\_\_\_\_

Date \_\_\_\_\_