

REQUEST FOR PROPOSALS

MICHIGAN STRATEGIC FUND

COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG) PROGRAM-
DISASTER RECOVERY FUNDING CONSULTANT

RFP-CASE-343362

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);
- Price Proposal (Section II-B);
- Signed Independent Price Determination Certificate (Attachment B); and
- Conflicts of Interest Disclosure (if applicable) (Section II-G).

BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS IN THE SUBJECT LINE OF YOUR EMAIL: *“RFP-CASE-343362 Technical Proposal”* and *“RFP-CASE-343362 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

IMPORTANT DUE DATES

- **April 4, 2022, at 3:00 p.m.:** Questions from potential Bidders are due via email to 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.
- **April 7, 2022, by close of business:** Responses to all qualifying questions will be posted on the MSF’s website, <https://www.michiganbusiness.org/343362/>.
- **April 15, 2022, 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. **Proposals will not be accepted via U.S. Mail or any other delivery method.**

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REQUEST FOR PROPOSAL
CDBG PROGRAM-DISASTER RECOVERY FUNDING CONSULTANT
RFP-CASE-343362

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

SECTION I STATEMENT OF WORK

A) **PURPOSE**

The State of Michigan through the Michigan Strategic Fund (“MSF”) is soliciting proposals for immediate assistance with the State’s Action Plan for the federal Community Development Block Grant (“CDBG”) – Disaster Recovery (“CDBG-DR”) funding, which was appropriated by Congress to assist Michigan with federally declared disaster declarations, including the devastating flooding associated with the dam collapse along the Tittabawassee River encompassing, Gladwin, Midland, and Saginaw Counties. This RFP is to solicit proposals from interested entities that wish to provide all services and deliverables required to develop, submit to, and receive final approval by the Housing and Urban Development (“HUD”), an actionable, effective, and compliant Action Plan and Mitigation Plan. The Action and Mitigation Plans must each comply with all state and federal statutes, regulations, policies, and best practices. *The U.S. Department of Housing and Urban Development (“HUD”) allocates Community Development Block Grant (“CDBG”) funding to the State of Michigan, through the Michigan Strategic Fund (“MSF”) administered by the Michigan Economic Development Corporation (“MEDC”), for further distribution to eligible Units of General Local Government (“UGLGs”) to carry out MSF approved activities.*

B) **BACKGROUND STATEMENT AND OBJECTIVES**

Background: It was determined that the damage in certain areas of the State of Michigan resulting from severe storms and flooding during the period of May 16 to May 22, 2020, is of sufficient severity and magnitude to warrant a major disaster declaration.

On July 9, 2020, the President issued a major disaster declaration under the authority of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5121 et seq. (the “Stafford Act”).

On November 1, 2021, HUD announced the allocation of more than \$59 Million in CDBG-Disaster Recovery and CDBG-Mitigation funds to the State of Michigan for severe storms and flooding (dam failure).

Objectives:

Vendor will provide all services and deliverables required to develop, submit to, and receive final approval by HUD, an actionable, effective, and compliant Action Plan and Mitigation Plan. The Action and Mitigation Plan must comply with all state and federal statutes, regulations, policies, and best practices.

C) **QUALIFICATIONS**

- Applicants must have the resources to meet or exceed the qualifications listed in the Deliverables.
- The Applicants must have knowledge of CDBG programs and CDBG-DR funding.

D) DELIVERABLES

Deliverables to be provided by the selected vendor include:

1. Task 1: Pre-Award Regulatory Support

A. Training and Capacity Building for MEDC and Grantees

- a. The selected vendor shall conduct trainings for MEDC staff, and one training in each FEMA declared County on CDBG-DR Fundamentals, Procurement in accordance with 2 CFR 200.

B. Waiver Research and Development

- a. Determine the current or potential need for waivers to regulatory requirements as an initial step following the publication of the Federal Register Notice (and other HUD issued guidance). This effort will entail an assessment of the statutory requirements outlined in the Notice and determinations relative to possible challenges with MEDC's ability to comply with said requirements due to the nature of the disaster, the location of impacts, the populations impacted, and the programs needed for an effective recovery, among other factors.

- b. Draft language for waiver requests based upon the aforementioned assessment, partnering with MEDC personnel and consultants to ensure there is a clear understanding of the impacts of the waiver request and approval/denial.

2. Task 2: Community Development Block Grant-Disaster Recovery (CDBG-DR) Action Plan and Certifications

A. Action Plan Summary, Certifications Outline, and Work Plan

- a. Develop and submit a work plan based on the HUD requirements using the February 3, 2022 Federal Register Notice and the needs of the State of Michigan. The work plan will include a timeline (milestone dates) related to completing all sections of the Action Plan, including the impact and unmet needs assessment, mitigation needs assessment, method(s) of distribution, program development, cross cutting requirements, and development of mitigation data and plans.

B. Community and Stakeholder Outreach

- a. Drive and support the MEDC's public outreach and engagement related to the CDBG-DR Action Plan in disaster impacted areas. This will include logistical support, development of presentations and handouts, and documenting comments and questions from meeting attendees.

C. Unmet Needs Assessment

a. HUD requires all grantees submitting an Action Plan to assess the unmet needs in housing, economic development, infrastructure, vulnerable populations, and resilient needs in the impacted areas. A methodology is defined in each Federal Register Notice and typically outlines an assessment of data from federal (FEMA, SBA), state, and local government programs, impacts to stakeholders, vulnerable populations, Native American tribes, most impacted and distressed areas, and gaps in resilient needs. The unmet needs assessment must analyze the impacts based on income and demographic data.

b. Using the best available data from the MEDC and its partners including FEMA and insurance company providers, develop and draft the unmet needs assessment. If additional outreach to local or federal partners is needed, coordinate efforts with appropriate MEDC staff.

c. Deliver draft unmet needs assessment to MEDC staff for review and input during the Action Plan development process.

d. Ensure all relevant comments and edits on the assessment are incorporated in the final Action Plan.

D. Mitigation Needs Assessment

a. HUD will require all grantees submitting an CDBG-DR Action Plan to assess the mitigation needs for housing, economic development, infrastructure, vulnerable populations, and resilience in the impacted areas. A methodology is likely to be defined in the Federal Register Notice which may outline an assessment of data from federal (FEMA, SBA, and NFIP), state, and local government programs, impacts to stakeholders, vulnerable populations, Native American tribes, most impacted and distressed areas, and gaps in resilient needs. This mitigation needs assessment may be required to analyze the mitigation impacts based on income and demographic data.

b. Use the best available data from MEDC, or other federal and state agencies, as well as proven mitigation best practices. Coordinate outreach to state, local, or federal partners with appropriate MEDC staff.

c. A draft mitigation needs assessment will be delivered to MEDC staff for review and input during the Action Plan development process. Vendor will then incorporate all edits and incorporate them into the final CDBG-DR Action Plan.

E. Method of Distribution and Overall Benefit

a. Outline the method of distribution of the CDBG-DR funds in the Action Plan. The method of distribution must align with the overall benefit requirement in the Federal Register Notice.

- b. Develop a budget for the Action Plan reflective of the method of distribution of funds to each program that will outline the program delivery costs and administrative costs for the grant.
- c. The method(s) of distribution will also describe the method(s) of implementing the recovery and mitigation programs, whether at the state or local level, or through subgrantees or subrecipients.
- d. Ensure the method(s) of distribution meets the needs of the impacted communities and aligns with the unmet needs and mitigation needs assessments and that projected expenditures are reflective of the overall benefit requirements.

F. Recovery Program Design

- a. Based on the results of the unmet needs and mitigation needs assessments, work directly with MEDC staff to design programs to meet the recovery and mitigation needs in the areas of housing (homeowner and rental; single-family and multi-family), economic development, public infrastructure, planning, vulnerable populations, and resilient mitigation.
- b. Set up regular recovery/mitigation program design meetings to discuss and track policy decisions as programs are being developed.
- c. For each program, the vendor will ensure that it meets an eligible activity, the proposed national objective is identified, and there is a detailed description of the proposed beneficiaries.

G. Administrative and Cross Cutting Requirements

- a. Draft all remaining administrative cross-cutting requirements required for the Action Plan as outlined in the Federal Register Notice (and other HUD- issued guidance). These policies include green building standards, broadband infrastructure standards, minimizing displacement as a result of program implementation, program income, calculation of duplication of benefits for all programs, contractor complaint procedures, monitoring and compliance plan for the grant, and preventing fraud, waste, abuse and mismanagement of funds.
- b. The Action Plan will outline how it aligns and coordinates with resilience or planning initiatives currently in place or underway at the State and local level.
- c. The Action Plan must include the applicable Citizen Participation Plans as identified in the Notice. The vendor will work with the MEDC to modify, as needed, the current Citizen Participation Plan to reflect the specific requirements outlined in the Notice(s). When possible, utilize the current citizen participation plan policies and procedures. The Citizen Participation Plan must outline the procedures for engaging elderly and vulnerable populations, Limited English Proficient (LEP) communities, and those with disabilities. The Citizen Participation Plan must also be

updated to reflect the Action Plan amendment process and the outreach and engagement strategy for ensuring the public can provide feedback on the proposed methods for expending the CDBG-DR funds and CDBG-MIT funds, if separate.

H. Public Comments and Final Draft

- a. A public comment period is required as part of the Action Plan process. Deliver a draft Action Plan to the State to be distributed to the public for review during the public comment period.
- b. As requested, assist with all public hearing(s).
- c. Compile and track public comments received during the public comment period and coordinate with MEDC to draft responses.
- d. Make changes to the Action Plan based on public comments received and as directed by MEDC and incorporate a summary of public comments and responses and changes into the final Action Plan.
- e. Provide full translation of the Action Plan into languages deemed necessary per Citizen Participation Limited English Proficient (LEP) requirements; and
- f. Ensure all documents for HUD and public comment meet accessibility standards, pursuant to Section 504 and 508 of the Rehabilitation Act of 1973, and
- g. Provide all documents, announcements, and communications for public comment and/or use in any public forum (physical media or virtual media) in English, Spanish and any other language identified. This includes but is not limited to all public meeting materials and both the Draft Action Plan and the Final Action Plan.

I. Deliverables

- a. Provide an Action Plan development work plan and timeline
- b. Provide a summary of the Federal Register Notice (and other HUD-issued guidance) in English and Spanish. Other languages deemed necessary may be added at an additional per word cost.
- c. Provide updated Action Plan development work plan and timeline, pursuant to any new and applicable information in the Notices
- d. Draft unmet needs assessment.
- e. Draft mitigation needs assessment.
- f. Draft program design for unmet recovery and mitigation programs that are responsive to the needs assessment and all funding requirements.

- g. Complete a draft Action Plan for MEDC review.
- h. Pursuant to timelines required by MEDC, provide draft Action Plan for review and comment.
- i. Pursuant to timelines required to meet the submission deadline published in the authorizing Federal Register Notice, provide final draft Action Plan incorporating MEDC comments for public comment in English, Spanish and any other language deemed necessary., ensuring all documents meet ADA accessibility standards, pursuant to Section 504 and 508 of the Rehabilitation Act of 1973.
- j. Pursuant to the timelines identified in the applicable Federal Register Notice, provide final Action Plan (with all public comment incorporated) packaged for delivery to HUD.
- k. Finalize document(s) incorporating HUD comments.
- l. Provide final, approved Action Plan for posting on the website in English and Spanish. Other languages deemed necessary may be added at an additional per word cost.

3. Task 3: Certifications and Implementation Plan

A. Update MEDC Certifications of Proficient Controls

- a. Support MEDC with completing the Certifications of Proficient Controls for submission to HUD.
- b. Certifications of Proficient Controls include the following: organizational structure, demonstration of adequate financial controls, internal and external audit functions, federal procurement policies, prevention of duplication of benefits policies, procedures for timely expenditure of funds, procedures to maintain a comprehensive website related to disaster recovery programs, and procedures to detect and prevent fraud, waste and abuse.
- c. Coordinate with MEDC staff to compile all policies and procedures related to the Certifications, and, if necessary, draft policies needed for submission to HUD.

B. Update MEDC Implementation Plan and Capacity Assessment

- a. The MEDC will be required to demonstrate that it has sufficient capacity to manage the appropriated CDBG-DR funds, and CDBG-MIT funds and the associated risks.
- b. Work with the MEDC to prepare a package of information that demonstrates its ability to provide timely information to program applicants on the status of their applications; that MEDC has

assessed its capacity and has a plan to address any identified capacity gaps; that MEDC has assessed its staffing and has a plan to address any identified staffing gaps; that there is a plan to effectively coordinate internally and across agencies; that MEDC has a plan to provide technical assistance to its current staff and those employed following the submittal of the plan; and that there is a clear delineation of roles and responsibilities with respect to management and administration of the CDBG-DR funds and CDBG-MIT funds, if separate.

C. Deliverables

- a. Draft Certifications of Proficient Controls and Implementation Plan package(s).
- b. Final Certifications of Proficient Controls and Implementation Plan package to submit to HUD by the deadline(s) published in the authorizing Federal Register Notice(s) for the CDBG-DR and CDBG-MIT funding, if separate.
- c. Finalize documents including HUD comments.

4. Task 4: Community and Stakeholder Engagement

A. Develop Communication and Outreach Strategy

- a. Assess and identify key communications needs and types of messaging (print, electronic, email/phone, radio, television) and a public meeting outreach and engagement strategy to notify citizens of public meetings and encourage attendance.
- b. Coordinate communications and messaging with senior leadership at the MEDC and other State, county, or local agencies as needed.
- c. Support MEDC staff for development of media advisories and correspondence with media requests for information.
- d. Ensure all elements of accessibility and language translation discussed in Tasks 2 are incorporated.

B. Establish Coordination Team and Stakeholder List

- a. Identify core staff within MEDC and state/local agencies to evaluate existing stakeholder lists in previous outreach efforts. Build out a stakeholder database and maintain as stakeholders are added throughout the process.

C. Create Outreach Materials

- a. Support MEDC staff in the development of fact sheets, talking points, presentations, media advisories, email language, flyers and social media posts.

b. All outreach materials must be delivered in English and Spanish. Other languages deemed necessary are available for an additional fee.

c. Assist MEDC with conducting public, stakeholder, and focus group meetings.

d. Provide live translation services for Spanish, American Sign Language, and any other language deemed necessary at all public meetings, and public outreach events as needed.

D. Stakeholder & Public Meeting Approach

a. Develop and draft detailed approach and strategy for identifying and engaging stakeholders, including but not limited to the impacted jurisdictions and citizens (, survivors in temporary housing both in and out of the state), nonprofits, philanthropic groups, tribes, and local recovery groups.

b. Develop and draft communication plan for the impacted areas within Gladwin, Midland and Saginaw counties.

c. Assist MEDC staff with public notices for public meetings in each impacted area.

d. Draft packet of materials at different stages of progress for distribution to public officials, nonprofits and residents explaining CDBG-DR, CDBG-MIT, CDBG-DR and MIT timelines, eligible costs, and where to stay updated on information.

e. Create regionally appropriate presentations on CDBG-DR, CDBG-MIT and state process for presentation to existing nonprofit/resident/community groups.

f. Incorporate Federal Register Notice(s) language for Public Comment and Outreach Requirements and, in conjunction with MEDC, host initial public outreach meetings.

E. Meeting Logistics and Coordination

a. Assist the MEDC with coordinating logistics with impacted counties, municipalities, and elected officials, including meeting locations and technology support.

b. Produce, distribute and collect sign-in sheets and record meeting minutes, including all comments and questions at all meetings.

c. As noted above, provide translation services in at least Spanish and American Sign Language at each meeting.

F. Deliverables

- a. Provide a four-step Limited English Proficiency process for each impacted jurisdiction to determine what (if any) languages other than English and Spanish will be needed for all meetings and documents.
- b. Compile list of key organizations by county active in disaster recovery and mitigation.
- c. Host stakeholder and public meetings in each impacted county and/or individual impacted jurisdictions.
- d. On-demand communications and messaging support, including development of engagement materials.
- e. Establish coordination team and stakeholder list.
- f. On-demand logistical support and facilitation of meetings.

5. Task 5: Assessment of Administrative Capacity

A. Evaluate Administrative Capacity

- a. Assess the organizational capacity to administer anticipated funding, emphasizing the existence and use of clear policies and procedures.
- b. Where appropriate, identify critical capacity building needs and develop plan for providing the needed support.

B. Conduct Administrative Capacity Assessment for County and Local Governments

- a. Conduct capacity assessments for the following potential grantees; Midland County, Saginaw County, and Gladwin County.
- b. Provide a capacity assessment plan and tools to be used for assessment.
- c. Conduct the assessments and provide outcomes and recommendations to MEDC including risk analysis

C. Deliverables

- a. Issue reports, at a minimum one each, pending method of distribution decisions from MEDC detailing the capacity of each unit of local government to administer CDBG-DR funding and CDBG-MIT funding if separate.

6. Task 6: Project Management and Coordination

A. Coordination with State and Local Officials

- a. Facilitate regular project status meetings with MEDC, any other State agencies as needed, and local officials.
- b. Maintain close coordination with identified personnel at the state and local levels to ensure questions are addressed and issues are resolved in a timely manner.
- c. Provide weekly progress updates to MEDC regarding the status of tasks outlined above.

B. Management of Tasks and Deliverables

- a. Develop a work plan inclusive of specific tasks and deliverables and the timelines associated with each component.
- b. Ensure there is a clear understanding of roles and responsibilities across state, local, and consultant team personnel as it relates to the successful and timely completion of all tasks and deliverables.

C. Deliverables

- a. Weekly project status meetings.
- b. Work plan inclusive of tasks, deliverables, and individual(s) assigned to lead or support the completion of each item.

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. Include in description any prior experience performing CDBG activities in the State of Michigan.

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 MEDC via email to contractsandgrants@michigan.org not later than **3:00 p.m. on April 15, 2022**. 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-343362 Technical Proposal*" and "*RFP-CASE-343362 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 4, 2022**. Questions must be submitted to:

Contract Services
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 April 15, 2022**. 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 April 15, 2022. 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.	Statement of Work	10
2.	Bidder Information	10
3.	Prior Experience w/CDBG-DR	35
4.	Staffing	25
5.	Financial Stability	20
TOTAL		100

- 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 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*.
- c.) 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/343362/>. 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, ON OR BEFORE **3:00 p.m. on April 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 final written agreement between the selected vendor and the MSF.
- 2) Term of Work – It is estimated that the activities in the proposed contract will cover the period May 1, 2022 through May 1, 2024. 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 B 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 B, 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 _____