



## SMALL BUSINESS TECHNICAL ASSISTANCE SERVICES REQUEST FOR QUALIFICATIONS (“RFQ”): ARCHITECTURAL DESIGN & ENGINEERING

### Issued by the:

Economic Development Corporation of the City of Detroit

### Issued on:

December 3, 2021

The Economic Development Corporation of the City of Detroit (the “EDC”) is soliciting qualifications for professional services firms and/or vendors to provide small business technical assistance for the Motor City Match Program (the “Program”) projects taking place across the city of Detroit.

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

- Architectural and Engineering Services
  - Architecture and design services – all phases
  - Building condition assessments
  - Feasibility Analysis
  - Permitting and zoning review
  - Project estimates
  - Project management
  - Building permitting
  - Construction administration
  - Energy Efficiency / Green Building Practices

It is the sole intent of this RFQ to develop a list, valid through June 30, 2022, of pre-qualified technical assistance service providers (“TA Providers”), who are interested and willing to work with business owners participating in the Program administered by the EDC and staffed by the Small Business Services department of the Detroit Economic Growth Corporation (“DEGC”).

Inclusion on the list of pre-qualified providers does not ensure that a provider will be selected to contract for professional services. If selected as a result of this RFQ, the service period will extend until June 20, 2022 with an option to extend the service period for a subsequent year.

Due Date: This RFQ will remain open through **January 7, 2021**

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

Contact: [mcmta@degc.org](mailto:mcmta@degc.org)

Responses are to be submitted electronically by completing the following response form:

<https://apply.motorcitymatch.com/submit/3a12ce2e-554e-406a-8395-9d3ab9091f85/edc-issued-december-2021-small-business-professional-services-rfq-architectur>

## 1) OVERVIEW OF PROGRAM OBJECTIVE AND PROCESS

Each quarter, the Program opens applications for new and expanding businesses in Detroit. The Program employs a competitive process to select participating businesses then matches businesses with the space, funding, and technical assistance they require.

The goal of this RFQ is to build a roster of qualified and experienced small business service providers that will deliver technical assistance to the Motor City Match Program's business participants.

### How the Program selects qualified service providers

- All interested firms must submit qualifications as outlined in the following RFQ online submission form: <https://apply.motorcitymatch.com/submit/3a12ce2e-554e-406a-8395-9d3ab9091f85/edc-issued-december-2021-small-business-professional-services-rfq-architectur>
- All qualified service providers must be at least 2 years old at the time of service delivery and in good standing with the City of Detroit, IRS and state and county government. Businesses in operation and less than 2 years old at the time of application are welcome to apply; however, these businesses will be evaluated on a case-by-case basis, subject to extenuating factors.
- **Note: In general, a business cannot be a Motor City Match Program qualified service provider AND a Motor City Match Program awardee. If a past Motor City Match Program awardee is interested in becoming an approved TA service provider, these cases can be reviewed on a case-by-case basis, based on federal guidelines and EDC conflict of interest policies.**
- The Program qualified TA Providers are not required to be located in Detroit, however, each TA provider must be able to meet in person with Program participants located in the city of Detroit.
- Program staff will contact references supplied by each prospective service provider and conduct a debarment review per federal requirements.
- The Program will create a roster of all qualified small business service providers. The interactive roster will be provided to every Program participant and will include access to the a selection of providers' past work and a list of providers' core competencies. The roster may be made public at a later date.
- Service period will be extend until June 30, 2022 with an option to extend the service period for one additional year from.

### How the Program matches qualified service providers with participating businesses

- The Program will host match making sessions to facilitate introductions between business participants and the roster of qualified small business service providers.
- The Program will create a list of qualified service providers and will facilitate introductions between business participants and qualified service providers. However, the Program will not recommend or endorse any one service provider.
- The Program will provide awardees with access to an interactive database that lists approved providers, a selection of providers' past work, and a list of providers' core competencies. Awardees will be able to select a provider based on interactions during match-making sessions and information listed in the interactive database.
- The Program will provide approved TA Providers access to an interactive database that lists the scopes of service for eligible awardee projects. TA Providers can choose to submit a proposal for the projects that best fit their experience and core competencies.
- Awardees will select a proposal from the qualified TA Provider(s) of their choosing and agree to final scope of service. The Program will approve the scope of service and set terms for invoicing and payment to the qualified TA Provider(s) of a "not-to-exceed" amount for approved services provided.
- Should a qualified TA Provider be selected by a Program participant, a contractual relationship will be formed with the Program. The qualified service providers will invoice the Program and receive payment from the EDC (for pre-approved services and expenses), rather than billing and receiving payment from the Program participants. All qualified TA Providers will be required to enter into a

service agreement that spells out the contractual relationship and processes between the EDC, the Program participants and the TA Providers.

- Participants and TA Providers will be responsible for scoping the services to be delivered based on individual needs of each participating business. Each TA Provider will be responsible for documentation of the hours and services provided to the Program participants based on the scope of services. Payment will be issued upon delivery of services and receipt of proper documentation, evidencing the completion of the requested services, not up front.

### Provider Selection

Criteria for selection of TA Providers will be based on qualifications, experience, capacity, ability to execute contract, ability to service Detroit-local small businesses and compliance with federal regulations.

- The applications received will be evaluated and ranked according to the following criteria:

Qualifications and Experience	45 Points
Capacity to Complete MCM Projects	45 Points
Minority and/or Women's Businesses	10 Points

- **The minimum score to be selected as a small business technical assistance provider approved by the Program is 70 points.**
- Program staff will score applications using the above selection criteria before final review by Program management. Qualification as a TA Provider is also subject to a final due diligence review, which may include a TA Provider's compliance with applicable Federal Funding guidelines.
- Applications will be reviewed on an on-going basis. Communication regarding approval or denial of participation in the Program will be sent via email to the TA Provider within sixty (60) days of a complete application receipt.
- The Motor City Match Program reserves the right to disqualify any TA Provider if it determines, in its sole discretion, that a TA Provider is non-responsive to the requirements of this RFQ, including without limitation an inability or unwillingness to comply with the terms herein.

## 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 types of awards, Technical Assistance Awards and Financial Assistance Awards, in four award tracks, the Plan track, the Develop Track, the Design Track, and the Cash Track.

**1. Technical Assistance Awards:** Motor City Match technical assistance awards provide eligible awardees with technical assistance in the form of business services, access to classes and workshops, and one-on-one consultation including, but not limited to, business planning, financial management and design assistance. The cash value of Technical Assistance awards for each track will vary based on the unique needs of awardees. Technical Assistance will be approved at the discretion of Motor City Match Staff based on completion of program milestones and compliance with applicable federal funding guidelines

- The **Plan** Track, **Develop** Track, and **Design** Track offer Technical Assistance Awards

**2. Financial Assistance Awards:** Motor City Match financial assistance awards are competitive grants funded by the City of Detroit general fund and private philanthropic sources. Motor City Match grants will not exceed \$100,000. Motor City Match will issue monetary grants to qualified awardees based on the program evaluation criteria and eligibility requirements.

- The **Cash** Track offer Financial Assistance Awards

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.

Qualified service providers procured through this RFQ will be approved to offer services to Technical Assistance Awardees in the Design Track.

The **Design Track** is offers access to services from qualified architects, engineers, and designers for the following pre-construction including but not limited to the activities:

- Feasibility Analysis
- Pre-design/ Conceptual Design
- Schematic Design
- Design Development
- Construction Documents
- Bidding
- Project Management
- Building Condition Assessments
- Interior Design
- Murals & Exterior Decoration
- Parking Lot & Patios
- Stormwater Management

### 3) **ANTICIPATED PROJECT SCHEDULE**

RFQ Schedule:

- Open submission for applications through January 5, 2022 at 11:59pm ET Application will be available online at [www.motorcitymatch.com](http://www.motorcitymatch.com).
- A Pre-bid conference will be held on Tuesday, December 14, 2021 at 10AM via Zoom Conference: <https://us06web.zoom.us/j/88431409328>
- Questions regarding the RFQ can be submitted to [MCMTA@degc.org](mailto:MCMTA@degc.org) by Thursday, December 16, 2021 at 11:59pm. Responses to questions timely submitted to the EDC will be posted online at [www.degc.org](http://www.degc.org) and [www.motorcitymatch.com](http://www.motorcitymatch.com) by Monday, December 20, 2021 at 5:00pm.
- Applications will be processed, and providers notified of their approval status, within 60 days of the EDC's receipt of a complete application.
- Selected providers may begin providing services to Program Awardees subsequent to "Match-making" Sessions that will commence on or after February 7, 2022

### 4) **RFQ SUBMISSION REQUIREMENTS**

RFQ submissions are accepted online using the following response form:

<https://apply.motorcitymatch.com/submit/3a12ce2e-554e-406a-8395-9d3ab9091f85/edc-issued-december-2021-small-business-professional-services-rfq-architectur>

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

- Categories of service and specific services your firm is able to provide
  - Specific areas of expertise and specific services offered should be detailed
- Firm name and contact information: address, telephone number, e-mail, and website
- Individual point of contact for this RFQ: name, title, telephone number and email address
- Business Profile. Provide a brief description of the TA Provider's general capabilities by including the following information:
  - Business entity information including legal and assumed names of the business, address of the business headquarters, organizational structure (e.g., sole proprietorship, corporation, etc.), length of time the business has been in operation and total number of professional and clerical staff. Please also include your

Employment Identification Number (EIN) and D-U-N-S number.

- TA Providers will need a D-U-N-S number to apply for the Program, since the Program uses federal funds to assist local businesses. A Dun & Bradstreet, or D-U-N-S, Number, is a unique nine-digit identification number for each physical location of your business. D-U-N-S Number assignment is free for all businesses required to register with the federal government for contracts or grants. Apply to receive your D-U-N-S number in one business day at the following link:  
<http://fedgov.dnb.com/webform>
- Core mission and competencies including the business' mission statement or values, brief history and description of the business, primary products or services offered, and primary industries served.
- Business Experience. Provide a brief demonstration of the TA Provider's experience by including the following information:
  - Three case examples of past experience serving small business with references. Each case study should include a summary of services, total contract value of services delivered, and reference contact information including name, address, telephone number and email.
- Personnel and Organization. Provide a description of the TA Provider's personnel and proposed organization to execute the project by providing the following information:
  - Identify the Project Principal(s) who will be primarily responsible for providing service.
  - Listing of staff that will participate in the day-to-day provision of services.
  - Staff qualifications. Provide a brief resume for each person proposed to work on the project, including any professional certifications.
  - Local availability and capacity. Provide a statement of the TA Provider's local availability and capacity to serve businesses locating in Detroit. If the TA Provider is not located in Wayne County, give specifics as to how the requisite accessibility will be provided and charged. Please also provide a statement of the project principal(s) and staff current workload and capacity to work with new clients.
- Fees and Expenses. Please furnish a proposed fee schedule for the services your organization provides and the underlying method of determining such fees (flat fee, hourly, etc.) to include, but not limited to, the following information:
  - Cost of services provided.
  - Hourly rates for staff.
  - Indicate the TA Provider's policy regarding out-of-pocket and or indirect cost expenses including, but not limited to, travel, lodging, faxes, telephone calls, deliveries, etc. Please note travel costs outside of SE Michigan area are not eligible expenses.
- Other – Provide Affidavits and Statements on TA Provider's letterhead attesting to the following (**directions provided in RFQ submission form**):
  - "Statement of Avoidance of Personal and Organizational Conflicts of Interest." (checkbox on RFQ submission form)
  - Statement and/or evidence that the TA Provider and its proposed sub-consultants have or will obtain City of Detroit Corporate Clearance. (please visit <https://detroitmi.gov/departments/office-chief-financial-officer/ocfo-divisions/office-treasury/clearances-income-tax-and-accounts-receivable> for more information)
  - TA Provider "Statement of Non-Collusion and/or Conflict of Interest" that all the prices and information in the Proposal were independently obtained and were not disclosed prior to the award of a contract, and the TA Provider will not and has not induced any other person or firm to submit, or not to submit a proposal. (Checkbox on RFQ

submission form)

## **5) MEANS OF SUBMISSION, WITHDRAWAL AND CONFIDENTIALITY**

Applications are accepted online at [www.motorcitymatch.com](http://www.motorcitymatch.com) through January 7, 2022 at 11:59 pm ET,

All interested firms must submit qualifications as outlined in this RFQ in the following online submission form: <https://apply.motorcitymatch.com/submit/3a12ce2e-554e-406a-8395-9d3ab9091f85/edc-issued-december-2021-small-business-professional-services-rfq-architectur>

Please email your questions concerning this RFQ to [info@motorcitymatch.com](mailto:info@motorcitymatch.com) by Thursday, December 8, 2021 at 11:59 pm.

Proposers may withdraw their proposals by notifying the EDC in writing at any time prior to the submission deadline via email. After the deadline, proposals shall become a record of the EDC and will not be returned to the Proposers.

NOTE; The EDC is a governmental body. Thus, documents in the EDC's possession are subject to disclosure under the Michigan Freedom of Information Act ("FOIA"). EDC will endeavor to not disclose any information of proposer it believes to be exempt under the FOIA but, notwithstanding anything stated otherwise herein, upon the EDC's receipt and review of a proposal, the EDC cannot guarantee the confidentiality of a proposer's submissions and specifically does not warrant that the proposal and any documents submitted therewith are exempt from disclosure under the FOIA. Accordingly, proposers are advised that documents and information submitted to the EDC may become a public record. With respect to information which a proposer submits to the EDC as part of its proposal, the proposer should give specific attention to the identification of information they deem confidential, commercial or financial information, proprietary information, or trade secrets and should appropriately mark such information as confidential prior to submission. The proposer should be prepared to provide justification why such marked information should not be publicly disclosed under the FOIA. The proposer is advised that, without notice to the proposer and upon request from a third party, the EDC is required to make an independent determination as to whether the information may or must be divulged to that party and does not warrant that such information will be exempt from disclosure.

## **6) FEDERAL GRANT FUNDING**

1. In the event Federal funds are used to finance services to be performed by the TA Provider, the TA Provider agrees to comply with the provisions of this Section.
2. The TA Provider shall comply, and shall require all employees, subcontractors, and consultants to comply, with all applicable federal, state or local laws, regulations, rules, codes or ordinances, including but not limited to assurances and regulations pursuant to Title I of the Housing and Community Development Act of 1974, as amended, and the U. S. Department of Housing and Urban Development ("HUD") regulations at 24 CFR Parts 85 and 570 and 2 CFR 200.
3. Notwithstanding the provisions herein:
  - (a) Costs to be paid shall be allowable only if such costs are consistent with the Federal cost principles set forth in the Federal regulations at 2CFR 400; and
  - (b) Payments are contingent upon the EDC's receipt of grant funds from the City; accordingly, the EDC reserves the right to delay payment until receipt of adequate funds

from the City, without penalty or interest.

4. (a) Pursuant to 2 CFR 200.333, the TA Provider shall maintain full and complete books, ledgers, journals, accounts, documents and records, and any other supporting data (collectively, "Records") in auditable form in accordance with generally accepted accounting practices, wherein are kept all entries reflecting all the TA Provider's operations. The Records shall document all services performed in connection with the Program and shall include all financial records associated therewith
  - (b) Said Records shall be kept in sufficient detail by the TA Provider and its subcontractors, and the TA Provider shall provide to the EDC all data and information requested by the EDC, so as to enable (1) the City to meet all of its Federal reporting and monitoring obligations, and (2) the EDC to meet all of its reporting and monitoring obligations under any related agreement between the City and the EDC, including for the EDC's obligations for project close-out submissions to the City of Detroit or the U.S. Department of Housing and Urban Development.
  - (c) The TA Provider shall make available, and shall require any subcontractor to make available, at all reasonable times all Records directly pertinent to this Agreement for monitoring, audits, inspections and examinations, the making of excerpts and transcriptions, and for the evaluation of costs and pricing of services by the EDC, HRD, the U. S. Department of Housing and Urban Development, the Comptroller General of the United States, and any other City, State, or Federal agencies.
  - (d) All such required Records shall be maintained for three (3) years: (1) after the TA Provider completes the Services to be completed, (2) after final payment for the services contemplated herein, or (3) after all pending matters pursuant to or relating to the TA Provider's obligations with respect to the Program are closed, whichever comes later.
  - (e) In the event of any dispute between the parties hereto as to the reporting or maintenance of records requirements required hereunder or to be required of the subcontractors, the reasonable determination of the EDC shall govern
5. The TA Provider shall comply with all requirements of the rule entitled "New Restrictions on Lobbying" found at 2 CFR 200.450 (the "Lobbying Rule"). The Lobbying Rule requires, but is not limited to, requiring, that the TA Provider, and any subcontractor, not use any Federal appropriated funds to pay for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, including sub awards at all tiers, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement, including sub awards at all tiers. If compensation to be paid to the TA Provider, as provided in 2 CFR Part 418.10, exceeds \$100,000, the TA Provider shall submit to HRD the Certification Regarding Lobbying, Exhibit C herein (the "Certification") and, if applicable, Disclosure of Lobbying Activities, Exhibit D herein (the "Disclosure"). The TA Provider shall require any subcontractors to comply with all requirements of the Lobbying Rule applicable to subcontractors and shall include the language of the certification and require that the language of the certification be included, in the award documents for any subcontracts.

6. (a) § 200.212 Suspension and debarment. Non-federal entities and contractors are subject to the non-procurement debarment and suspension regulations implementing Executive Orders 12549 and 12689, 2 CFR part 180. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs or activities. The TA Provider shall not, directly or indirectly, employ, award contracts to, or otherwise engage the services of, or fund any contractor, or subcontractor, or principal as defined in the Federal regulations, during any period of debarment, suspension, or placement in ineligibility status, or during any period during which the contractor of subcontractor or principal is proposed for debarment under 2 CFR 200.212 If the TA Provider is placed on the HUD debarred list, or is placed in ineligibility status, or is suspended, pursuant to the regulations at 2 CFR 200.212, the Professional Subcontractor shall immediately notify the EDC.
  - (b) Upon request, the TA Provider shall submit to the EDC a certification regarding debarment, suspension, ineligibility and voluntary exclusion prior to confirmation as a qualified and eligible service provider.
  - (c) The TA Provider shall require all parties who occupy a position with the TA Provider defined in 2 CFR 200.330(b) as a principal to submit said certification to the TA Provider, who in turn, shall submit said certification to the EDC. The TA Provider shall require all parties who stand in a lower tier relationship to the TA Provider to submit said certification to the TA Provider, and the TA Provider shall submit said certification to the EDC, if such lower tier relationship is a covered transaction defined in 2 CFR 180.200
7. Conflict of Interest 24CFR 570.611 (b), 2 CFR 200.318(c): A conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a personal benefit from a firm considered for a contract.

## **ADDITIONAL NOTES REGARDING CONTRACTING WITH THE PROGRAM**

### **Program Administration**

The EDC has developed the Program in collaboration with HRD, the City of Detroit's Jobs and Economy Team, Planning and Development Department, Department of Neighborhoods and other key city and neighborhood stakeholders.

The EDC is a public body corporate established by the City of Detroit pursuant to Public Act 338 of 1974 (as amended) that supports private investment and business growth within the neighborhoods throughout the city of Detroit using a combination of taxes, grants, and other public and private funds. The EDC is staffed and managed by the DEGC.

The DEGC, established in 1978, is a private non-profit corporation devoted to supporting Detroit's economic development initiatives. The DEGC brings together public sector policies and priorities with private sector development and investment interests to strengthen Detroit's economic base. The DEGC and EDC use a robust understanding of the context of the local business climate and commercial corridor conditions to build awareness, capacity, services and programs to address to the issues faced by Detroit's business community and neighborhood business districts.

## **Contract Awards**

The EDC will utilize each TA Provider's application information to vet a select pool of service providers in each field of discipline. These successful TA Providers will be introduced to Program participants, each of which will select those service providers it deems necessary and appropriate for its business situation. The EDC anticipates each successful TA Provider will execute documentation with the EDC and a Program participant, if TA Provider is selected by a Program participant, which will outline the services to be performed by the TA Provider and provide for any additional terms and conditions. Selection by a Program participant is subject to the EDC approving the proposed scope of work and TA Provider's compliance with all Program processes and policies. The basis for EDC contract awards are based on federal procurement policies set forth in 2 CFR 200.320. More specifically, this solicitation is being made pursuant the "small purchase procedure" method of procurement per 2 CFR 200.320 (b).

The TA Provider understands that responding to this RFQ does not constitute an offer or a contract with the EDC, the DEGC or and Program participant. An official contract or agreement is not binding until proposals are reviewed and accepted by appointed staff, approved by the appropriate level of authority within the EDC and executed by the parties, including the Program participant.

The EDC reserves the right to reject all proposals, to abandon the project, or to re-advertise for and solicit other proposals. The EDC reserves the right to request clarification on information submitted and request additional information of more than one vendor. The EDC may, in its discretion, waive any informalities and irregularities contained in the proposal or in the manner of its submittal and award a contract thereafter. The EDC further reserves the right to negotiate any and all terms of the proposal. Neither the EDC or the DEGC can guarantee that any Motor City Match Program participants will select a service provider and engage their services.

## **Development Costs**

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

## **Insurance**

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

Where required by law, Workers' Compensation insurance which meets Michigan statutory requirements and Employers' Liability insurance with minimum limits of \$500,000 for each accident, each disease, and each employee. This insurance shall be kept in force and effect until receipt of final payment by the TA Provider. Comprehensive General Liability insurance (occurrence based) which conforms to the following requirements: the minimum policy limits shall be \$1,000,000 each occurrence for bodily injury and \$1,000,000 each occurrence for property damage and shall cover indemnification claims.

Unless otherwise approved by the EDC, Professional Liability (error and omission) insurance with minimum limits of \$1,000,000 each occurrence. This insurance shall be kept in force and effect for two (2) years after receipt of final payment by the TA Provider. The Professional Liability Policy, when renewed or replaced,

must have a retroactive date that coincides with, or precedes, the start of work under the Agreement.

Automobile Liability insurance covering all owned, non-owned, or hired automobiles with minimum limits for bodily injury and property damage of \$1,000,000 combined single limit. Such insurance shall comply with the provisions of the Michigan No Fault Insurance Law. This insurance shall be kept in force and effect until receipt of final payment by the TA Provider. In the event that the subcontractors used by the TA Provider do not have insurance, or do not meet the insurance limits, TA Provider shall indemnify and hold harmless the EDC for any claim in excess of the subcontractor's insurance coverage, arising out of negligent acts, errors or omissions of the subcontractor.

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

### **Indemnification/Hold Harmless Agreement**

TA Provider shall, to the fullest extent permitted by law, in addition to any other obligation to indemnify the EDC under the contract or law, indemnify, defend, and hold harmless the EDC, the City, and their respective agents, elected officials and employees, against and from any and all liabilities, obligations, damages, penalties, claims, costs, charges, losses, and expenses (including, without limitation, actual fees and expenses of attorneys, expert witnesses, and other consultants) which may be imposed upon, incurred by, or asserted against the EDC, or the City arising out of any actual or alleged (a) bodily injury, sickness, disease or death, or injury to or destruction of tangible property, including the loss of use resulting therefrom, or any other damage or loss arising out of or resulting in whole or in part from any actual or alleged act or omission of the TA Provider, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (b) violation of law, statute, ordinance, governmental administrative order, rule regulation, or infringement of patent rights by TA Provider, any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work; (c) liens, claims or actions made by the TA Provider or any subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable in the performance of the work under workers compensation acts; disability benefit acts, other employee benefit acts or any statutory bar; or (d) any misrepresentation by or any failure by the TA Provider, or any of its subcontractors to perform its obligations, either implied or expressed, under this Agreement.

The indemnification obligations hereunder shall not be limited by any limitation on the amount, type of damages, compensation or benefits payable by or for the TA Provider or any subcontractor under worker's compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. All expenses, including attorney's fees, incurred by the EDC in enforcing this provision shall be borne by the TA Provider.

### **No Collusion**

By submitting a proposal in response to this RFQ, the TA Provider certifies that it has not divulged to, discussed or compared the proposal with other TA Providers and has not colluded with any other TA Providers or competitive parties. Also, TA Providers certifies, and in the case of a joint competitive proposal each party thereto certifies as to its own organization, that in connection with the competitive proposal:

All prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices and/or cost data with any other TA Provider or with any competitor.

No prices and/or cost data quoted in the proposal has been knowingly disclosed by the TA Provider and will not knowingly be disclosed by the TA Provider, to any competitor prior to the scheduled opening.

No attempt has been made or will be made by the TA Provider to induce any other person or company to submit or not to submit a competitive proposal.

The only person(s) or principal(s) interested in the proposal is/are named therein, and no person other than those named has/have any interest in the proposal or in the agreement to be entered.

No person or agency has been employed or retained to solicit or secure the agreement for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial agencies maintained by the purchaser for the purpose of doing business.

**Conflict of Interest**

The TA Provider shall provide an affirmative statement that retention as TA provider to the EDC will not result in any conflict of interest or potential conflict with the EDC. If any conflict or potential conflict exists, the nature of the potential conflict and any proposed resolution of such conflict shall be disclosed in writing immediately.