

# **2006 MICHIGAN LIFE SCIENCES PIPELINE RFP**

## **REMINDER**

Please check your proposal to make sure you have included all of the specifications in the RFP. These include, but are not limited to, the following:

1. Proposal must be signed in ink (Section III-B).
2. Specify the period of time your proposal is valid (Section III-B). It must be valid no later than June 1, 2006.
3. List any subcontractors (Section I-E, IV-A and IV-C).
4. Identify authorized expediter (Section IV-D).
5. Include fax number for your office (Section IV-A).

6. Important Due Dates:

**Friday, March 31, 2006 5:00 p.m.:** Questions due via email to shallmanj@michigan.org from potential bidders. **Please note:** Questions must **arrive** in the MEDC email inbox no later than the date and time specified above. Questions received after this date and time or by mail or fax will not be answered. All questions must be submitted by email. Bidders will receive an email notification that the question(s) has been received by the MEDC. All qualifying questions received, and their responses, will be received by all potential bidders by April 6, 2006. Please do not disclose your identity within the text of your questions. Questions may not be submitted by mail, fax, or phone.

**Friday, April 14, 2006 5:00 p.m.:** Proposals must be received by the MEDC.

**Monday, May 24, 2006:** Final award decisions.

**Thursday, June 1, 2006:** Contract signed by both parties.

7. Submit five (5) copies each of the:
  - Technical Proposal (Section IV-G)
  - Price Proposal (Section IV-G)

## **TABLE OF CONTENTS**

### **SECTION I - CONTRACTUAL TERMS AND CONDITIONS**

I-A	Purpose.....	3
I-B	Issuing Office .....	3
I-C	Contract Manager .....	3
I-D	Term of Contract .....	3
I-E	Prime Contractor Responsibilities .....	4
I-F	Confidential Information .....	4
I-G	State of Michigan Competitors .....	4
I-H	Disclosure .....	4
I-I	Contract Invoicing and Payment .....	4
I-J	Access to Records .....	5
I-K	Indemnification and Contractor's Liability Insurance .....	5
I-L	Termination .....	5
I-M	Assignment/Transfer/Subcontracting .....	5
I-N	Non-Discrimination and Unfair Labor Practices.....	5
I-O	Prices Held Firm.....	6
I-P	Modification of Service .....	6
I-Q	Acceptance of Proposal Content.....	6

### **SECTION II - WORK STATEMENT**

II-A	Background/Problem Statement .....	7
II-B	Qualifications.....	7
II-C	Mission.....	7
II-D	Objectives .....	7
II-E	Goals.....	7
II-F	Tasks .....	9
II-G	Project Control and Reports.....	9

### **SECTION III - BIDDING INFORMATION**

III-A	Pre-Bid Meeting/Questions .....	10
III-B	Proposals .....	11
III-C	Oral Presentation .....	11
III-D	Economy of Preparation.....	11
III-E	Selection Criteria.....	11
III-F	Independent Price Determination.....	12
III-G	Changes in the RFP .....	13
III-H	Sealed Bid Receipt.....	13
III-I	Reservation of Discretion.....	13

### **SECTION IV - INFORMATION REQUIRED FROM BIDDERS**

IV-A	Business Organization .....	13
IV-B	Statement of the Problem .....	14
IV-C	Management Summary.....	14
IV-D	Bidder's Authorized Expediter .....	15
IV-E	Additional Information and Comments .....	15
IV-F	Price Proposal.....	15
IV-G	Proposal Submittal .....	16

**SECTION I  
CONTRACTUAL SERVICES TERMS AND CONDITIONS**

**I-A PURPOSE**

The purpose of this Request for Proposals (RFP) is to obtain proposals for the Board of Directors of the Michigan Strategic Fund (MSF Board), an agency of the State of Michigan, from qualified vendors to establish, organize and run the Michigan Life Sciences Pipeline (the "Pipeline"). The Pipeline will promote the development of businesses in the State of Michigan engaged in providing goods and services related to the development and commercialization of life sciences.

This program is subject to Michigan law. In the event of any conflicts that proceed to court, the jurisdiction will be in a Michigan court of law. This remedy is not exclusive and is in addition to any other rights and remedies provided by law or by this RFP. Nothing in this RFP should be construed to limit the rights and remedies of the State of Michigan and the Michigan Economic Development Corporation that are otherwise available.

**I-B ISSUING OFFICE**

This RFP is issued by the Michigan Economic Development Corporation (MEDC), Office of Contract and Grant Administration (OCGA) on behalf of the MSF Board. The OCGA is the sole point of contact with regard to all procurement and contractual matters relating to the services described herein. The MSF is the only body authorized to change the terms and conditions of this Request For Proposals and any contract(s) awarded as a result of this Request. The OCGA will remain the **SOLE POINT OF CONTACT** throughout the procurement process. All communications concerning this procurement must be addressed to:

Jodi Hankerd  
Contracts, Grants and Purchasing  
Michigan Economic Development Corporation  
300 North Washington Square, 2nd Floor  
Lansing, Michigan 48913

**I-C CONTRACT MANAGER**

Upon receipt of the properly executed Contract Agreement, it is anticipated that the person named below be authorized to administer the contract on a day-to-day basis during the term of the contract:

John Shallman  
Life Sciences Business Development Manager  
Michigan Economic Development Corporation  
300 N. Washington Square  
Lansing, MI 48913

**I-D TERM OF CONTRACT**

The State of Michigan, the MSF, their boards and agencies, and the MEDC are not liable for any costs incurred by any bidder prior to signing of a contract by all parties.

The activities in the proposed contract cover the period of June 1, 2006 through May 31, 2010. The State of Michigan's fiscal year is October 1st through September 30th.

**I-E CONTRACTOR RESPONSIBILITIES**

The Contractor will be required to assume responsibility for all contractual activities offered in this proposal whether or not that Contractor performs them. Further, the MSF Board and the MEDC will consider the Contractor to be the sole point of contact with regard to contractual matters. If any part of the work is to be subcontracted, responses to this RFP should include a list of subcontractors, including firm name and address, contact person, complete description of work to be subcontracted, and descriptive information concerning the subcontractor's organizational abilities. The MSF Board reserves the right to approve subcontractors for this project and to require the Contractor to replace subcontractors found to be unacceptable. The Contractor is totally responsible for adherence by the subcontractor to all provisions of the contract.

**I-F CONFIDENTIAL INFORMATION**

The Contractor shall not publish or otherwise disclose, except to the MSF Board and the MEDC and except matters of public record, any information or data obtained in the course of this contract from private individuals, organizations, or public agencies, in a publication by which the information or data furnished by any particular person or establishment can be identified, except with the written consent of the MSF.

**I-G STATE OF MICHIGAN COMPETITORS**

Any information or knowledge the Contractor gains during the course of this contract concerning the economic development efforts of the State of Michigan, the MSF or the MEDC or the business conditions or business community in Michigan shall not be disclosed during the contract or for a period of two (2) years after the end of this contract to any officials of any state of the United States of America or any foreign country without the written consent of the MSF Board.

**I-H DISCLOSURE**

Except as otherwise provided in this RFP, all information in a bidder's proposal is subject to disclosure under Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and their attachments.

**I-I NOTICE OF PROPRIETARY INFORMATION**

If the proposal contains information that is scientific, proprietary, or technical in nature, the release of which will cause competitive harm, such as trade secrets,

information that is commercial or financial, or information that is confidential or privileged, the information MUST be identified by asterisks and bold brackets (\*[ ]\*) on the page on which it appears. Proposals MUST list the page numbers of all pages that have text marked in between asterisks and bold brackets in the appropriate box provided in the online application form. If a significant portion of a paragraph contains proprietary information, applicants may include the complete paragraph in between asterisks and bold brackets (\*[ ]\*).. Information that is not acknowledged as confidential by the MSF Board may be subject to the disclosure requirements of Michigan's Freedom of Information Act (FOIA). Routine financial information will not be acknowledged as confidential.

Proposals that fail to differentiate truly proprietary information from public information by indiscriminately labeling large sections or entire proposals as proprietary cannot be properly protected and will be returned to the applicant without review. For example, watermarks, footers and headers that state "Confidential" will be construed to be an indiscriminate labeling of confidential information. Failure to identify confidential information may result in the proposal being released pursuant to Michigan's FOIA. **Applicants agree that by failing to properly identify information that the applicant desires to be designated as confidential by the MSF Board, the applicant waives all rights and actions against the MSF Board, the MEDC, and the State of Michigan regarding release of information that could have otherwise been made confidential but for the applicants' failure to properly identify the information as provided in this section I-I.**

When a proposal contains information that the applicant designates as confidential information, the MSF Board and the MEDC accept that the information is furnished in confidence, with the understanding that it will be used or disclosed only for evaluation of this proposal. Furthermore, the MSF Board may require nondisclosure agreements to be signed by all persons who may have access to proposals containing confidential information. **The MSF Board will make the final decision on whether designated information will be acknowledged as confidential.**

## **I-J CONTRACT INVOICING AND PAYMENT**

In the event that this solicitation results in payment(s) to be made to the Contractor, an initial payment in an amount agreed upon by both parties shall be made within 60 days of the contract start date, provided, however, the Grantee has verified that the information in the State of Michigan (the "State") Vendor ID system is sufficient to authorize the disbursement of funds. The Contractor's performance of the Contract Activities shall be reflected in a semi-annual progress report, and any such other information obtained by the MSF and the MEDC. If the Contract Manager determines that the Contractor is in material compliance with the requirements of this Agreement and the scope of work spelled out in Section II, the second payment in an amount agreed upon by both parties can be made to the Contractor. All subsequent payments will be fixed at an amount agreed upon by both parties and disbursed upon receipt of the Contractor's progress reports and approval by the Contract Manager. The final 10% payment will be made upon receipt and approval by the Contract Manager of the final progress report demonstrating achievement of

milestones and material compliance with Section II. The MSF's obligation to disburse any portion of the Award shall automatically suspend upon the occurrence, and during the continuance of an Event of Default.

**I-K ACCESS TO RECORDS**

The Contractor shall maintain reasonable records, including evidence that the services actually were performed and the identity of all individuals paid for such services, and shall allow access to those records by the MSF Board, the MEDC or their authorized representatives.

**I-L INDEMNIFICATION AND CONTRACTOR'S LIABILITY INSURANCE**

The Contractor shall indemnify, defend, and hold harmless the State of Michigan, the MSF Board, the MEDC and their boards, agencies and employees from any damages that it may sustain through the negligence of the Contractor pertaining to the performance of this contract. The Contractor shall purchase and maintain such insurance to protect the State of Michigan, the MSF and the MEDC from claims that might arise out of or as a result of Contractor's operations. The Contractor will provide and maintain its own public liability, property damage, and workers compensation insurance. The insurance shall be written for not less than any limits of liability required by law, and shall include contractual liability insurance, as applicable, for the Contractor's obligation for indemnification under this contract.

**I-M TERMINATION**

The MSF may terminate its obligations under this contract by giving the other party 30 days written notice of such termination. The Contractor may terminate this contract with 30 days written notice to the MSF or its designee.

**I-N ASSIGNMENT/TRANSFER/SUBCONTRACTING**

The Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of any duties or rights under this contract without the prior specific written consent of the MSF Board or its designee. Any future successors of the Contractor will be bound by the provisions of this contract unless the MSF Board or its designee otherwise agrees in a specific written consent.

**I-O NON-DISCRIMINATION AND UNFAIR LABOR PRACTICES**

The Contractor and its subcontractors shall comply with the Elliott-Larsen Civil Rights Act, 1976 PA 453, MCL 37.2101 *et seq.*, the Persons with Disabilities Civil Rights Act, 1976 PA 220, MCL 37.1101 *et seq.*, and all other federal, state and local fair employment practices and equal opportunity laws and covenants that it shall not discriminate against any employee or applicant for employment, to be employed in the performance of this contract, with respect to his or her hire, tenure, terms, conditions, or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, religion, color, national origin, age, sex, height, weight, marital status, or physical or mental disability that is unrelated to the individual's ability to perform the duties of a particular job or position. The Contractor agrees to include in every subcontract entered into for the performance of this contract this covenant not to discriminate in employment. A breach of this

covenant is a material breach of this contract.

Pursuant to 1980 PA 278, MCL 423.321, et seq., the State shall not award a Contract or subcontract to an employer whose name appears in the current register of employers failing to correct an unfair labor practice compiled pursuant to section 2 of the Act. This information is compiled by the United States National Labor Relations Board. A Contractor of the State, in relation to the Contract, shall not enter into a contract with a Subcontractor, manufacturer, or supplier whose name appears in this register. Pursuant to section 4 of 1980 PA 278, MCL 423.324, the State may void any Contract if, after award of the Contract, the name of Contractor as an employer or the name of the Subcontractor, manufacturer or supplier of Contractor appears in the register.

**I-P PRICES 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.

**I-Q MODIFICATION OF SERVICE**

The MSF reserves the right to modify this service during the course of this contract. Such modification may include adding or deleting tasks which this service shall encompass and/or any other modifications deemed necessary. Any changes in pricing proposed by the Contractor resulting from the requested changes are subject to acceptance by the MEDC. Changes may be increases or decreases.

IN THE EVENT PROPOSED PRICING CHANGES ARE NOT ACCEPTABLE TO THE MSF, THE CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING BASED UPON THE NEW SPECIFICATIONS.

**I-R ACCEPTANCE OF PROPOSAL CONTENT**

The contents of this document and the proposal will become contractual obligations, if a contract ensues. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

1. Final Executed Contract
2. This RFP (including subsequent written clarification provided in response to questions raised at a pre-bid meeting or through correspondence) and any Addenda thereto

Failure of the successful bidder to accept these obligations may result in cancellation of the award.

The MSF, the MEDC or third party reviewer further reserves the right to interview the key personnel assigned by the successful bidder to this project and to recommend reassignment of personnel deemed unsatisfactory. The MSF reserves the right to approve subcontractors for this project and to require primary contractors to replace subcontractors who are found to be unacceptable.

The failure of a party to insist upon strict adherence to any term of a contract resulting from this RFP shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract.

Any contract resulting from this RFP may not be amended except by a writing executed by the parties hereto, and any breach or default by a party shall not be waived or released other than in writing signed by the other party.

Each provision of this contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid by a court of competent jurisdiction, the remaining provisions of the contract shall remain in full force and effect.

## **SECTION II WORK STATEMENT**

### **II-A BACKGROUND/PROBLEM STATEMENT**

The 21<sup>st</sup> Century Jobs Fund and the State of Michigan are committed to a 10-year vision to invest \$2 billion to further advance competitive edge technologies and discoveries that are developed in the state. 2005 PA 213 establishes the Life Science Pipeline to promote the development of businesses in the state of Michigan engaged in providing goods and services related to the development and commercialization of life sciences. To accomplish this goal, the MSF Board is seeking a person or entity to operate the Pipeline by issuing this request for proposals. As required in 2005 PA 213, the Pipeline shall begin operation no later than June 1, 2006.

### **II-B QUALIFICATIONS**

The person or entity selected to operate the Pipeline shall demonstrate to the Michigan Strategic Fund the proven ability to do all the following:

- (a) Coordinate commercialization of life sciences research initiatives. An example of this capability could be past experience in accelerating the commercialization process by actively implementing programs that assist companies in developing their product(s) and moving rapidly to a stage where revenues are generated. Specific successful entrepreneurial background in the life sciences will also be a highly demonstrated ability for this requirement.
- (b) Assist life sciences start-up companies. Knowledge of the process of commercializing technologies and the subsequent demonstration that this specific knowledge can be directly transferred to member companies is critical.
- (c) Market life sciences related activities and capabilities. The selected entity or individual will be required to demonstrate familiarity and actual experience in developing and implementing targeted business development and marketing plans to support life science businesses and other entities.
- (d) Coordinate or operate programs that have a history of ongoing independent peer

review. Demonstrate an understanding of the process of peer review programs and how to effectively implement and manage them.

(e) Have regulatory experience necessary for commercial approval of pharmaceutical and medical devices. The prospective entity or individual must demonstrate past experience in leading the regulatory approval process through the FDA on either a medical device or pharmaceutical pathway. International regulatory and ISO certification experience is also critical in order to provide direction for member companies.

(f) Develop and implement a strategic plan for operating the Pipeline. The plan should clearly detail definable and measurable milestones of performance or development.

(g) The ability to prepare contracts which encourage member companies to use goods and services provided by other member companies at a preferential rate.

(h) Have the appropriate understanding of intellectual property to guarantee the protection of client subject matter.

## **II-C OBJECTIVES**

The Pipeline should focus its activities toward programs, services, and products which target the following definitions provided in 2005 PA 225, Section 88a:

“Life Sciences” means science for the examination or understanding of life or life processes, including, but not limited to, all of the following:

Bioengineering

Biomedical engineering

Genomics

Proteomics

Molecular and chemical ecology

Biotechnology, including any technology that uses living organisms, cells, macromolecules, microorganisms, or substances from living organisms to make or modify a product for useful purposes. Biotechnology does not include any of the following:

- Activities prohibited under section 2685 of the public health code, 1978 PA 368, MCL 333.2685.
- Activities prohibited under section 2688 of the public health code, 1978 PA 368, MCL 333.2688.
- Activities prohibited under section 2690 of the public health code, 1978 PA 368, MCL 333.2690.
- Activities prohibited under section 16274 of the public health code, 1978 PA 368, MCL 333.16274.
- Stem cell research with human embryonic tissue.

“Life Sciences Technology” means any technology derived from life sciences intended to improve human health or the overall quality of human life, including, but not limited to, systems, processes, or equipment for drug or gene therapies, biosensors, testing, medical devices or instrumentation with a therapeutic or diagnostic value, a pharmaceutical or other product that requires United States Food

and Drug Administration approval or registration prior to its introduction in the marketplace and is a drug or medical device as defined by the federal food and drug cosmetic act, 21 USC 301 to 399, or 1 or more of the following:

Advanced computing or electronic device technology related to life sciences technology.

Design, engineering, testing, or diagnostics related to life sciences technology.

Product research and development related to life sciences technology.

"Advanced Computing" means any technology used in the design and development of 1 or more of the following:

Computer hardware and software.

Data communications.

Information technologies.

"Electronic Device Technology" means any technology that involves microelectronics, semiconductors, electronic equipment, and instrumentation, radio frequency, microwave, and millimeter electronics; optical and optic-electrical devices; or data and digital communications and imaging devices.

## **II-D GOALS**

- 1) Establish the Pipeline to assist the growth of Michigan's life science industry to enable Pipeline members to accelerate the commercialization of products and/or services. This will be accomplished through initiatives that create greater access to services, resources, talent and ideas.
- 2). Assist Michigan startup companies, facilitate interstate and intrastate collaboration and increase sales to existing Michigan-based technology companies by offering discount prices on goods and services to fellow members of the Pipeline.
- 3). Promote and increase the usage of Michigan-based technology companies products and services by out-of-State companies.
- 4). Use the Pipeline as a Michigan asset and as an attraction tool to pull out-of-state companies and dollars into Michigan.
- 5). Develop a plan that shows how the Pipeline will become a self-sustaining enterprise.
- 6). Increase deal flow opportunities for Michigan's based life science companies.
- 7). Establish a commercialization pathway for each segment of Michigan's life science market, including but not limited to, pharmaceuticals, medical devices, instrumentation, diagnostics, and biotechnology.
- 8). Actively organize the pipeline to assess and document key transferable automotive-based technologies and practices that may have applications in the biotechnology and medical device markets. Develop programs and resources for Pipeline member companies that allows for successful diversification into these industries.

## **II-E TASKS**

The following is a preliminary statement of the major tasks involved for developing the end product of this project. The Contractor is not, however, constrained from

supplementing this listing with additional steps, sub-tasks or elements deemed necessary to permit the development of alternative approaches or the application of proprietary analytical techniques.

- 1). Recruit Michigan-based businesses involved in life sciences research and commercialization and related goods and services to affiliate themselves with the Pipeline as members.
- 2). Market the services of the Pipeline, its members, and life sciences research and commercialization in Michigan to develop and increase the amount of business activity for members of the Pipeline. Develop a means to increase deal flow opportunities for Michigan's-based life science companies. Develop a specific actionable plan to increase partnerships between communities such as Ann Arbor, Grand Rapids, Kalamazoo, Detroit and others, with both non-profit and for-profit organizations.
- 3). Assist members of the Pipeline in developing life sciences research and commercialization activities in this state.
- 4). Create a fee-for-service structure based on the services provided by the Pipeline.
- 5). Develop a database of current market research trends, knowledge and material to support and/or supply information on life science markets.
- 6). Develop a targeted marketing effort to increase network strength with key national life science industry's geographically at the business-to-business and VC levels and develop synergies with Michigan-based life sciences companies.
- 7). Ensure that Pipeline strategies are integrated with current and future State of Michigan or MEDC related Life Sciences industry strategies and activities.
- 8). Develop a plan to map each marketing segment and delineate each segment along the commercialization pathway, including but not limited to pharmaceuticals, medical devices, instrumentation, diagnostics and biotechnology.
- 9). Maintain a listing of all Life Science Companies in the state of Michigan; including capabilities of each company, personnel, facilities, research and development, manufacturing and financial history information. This database should be capable of managing and manipulating such information, including an intelligent search function utilizing key words and inherent logic systems that facilitate linkage of skills with business opportunities.

## **II-F PROJECT CONTROL AND REPORTS**

1. Project Control
  - A. The Contractor will carry out this project under the oversight of the MEDC (on behalf of the MSF).
  - B. 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 to the Contract Manager for final approval, a work plan. This final implementation plan must be consistent with the technical work plan in Section IV-C Subsection 2 as proposed by the bidder and accepted by the MSF for contract, and must include the following:
  - 1) The Contractor's project organizational structure.
  - 2) 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 Contract Manager.
  - 3) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
  - 4) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

2. Reports

The Contractor shall provide to the MSF and MEDC semi-annual summary progress reports (the "Progress Reports") on each, April 1 and October 1, for the six (6) month period ending a full month prior to the due date in a form acceptable to the Contract Manager. Each Progress Report shall contain a concise description of activities supported by the Proceeds, the Contractor's accomplishments, the Contractor's performance against the activities outlined in Section II, information on the use of the Proceeds, Metrics and Statistics section, and any additional information or data requested by the Contract Manager reasonably related to the business, affairs and financial condition of the Contractor, provided that such additional information or data does not constitute Confidential Information. There will be frequent contact between the MEDC and the Contractor, including a minimum of annual site visits pursuant to at least ten (10) business days advance notice. Within six (6) months following the completion of the last semi-annual Progress Report, the Contractor shall provide the MSF and MEDC with a Final Progress Report (the Final Progress Report). The Final Progress Report shall be an all-

encompassing report and shall include a description of all milestones achieved during the award period, budget, metrics, statistics, intellectual property and commercialization status, any supporting documentation and any other information or data requested by the Contract Manager to assess compliance with the Budget, any stated Key Milestones and the Proposal. All Progress Reports shall be retained by the MSF and MEDC and shall be in a form as determined in advance by the Contract Manager. The Contractor shall include reprints of publications published based upon developments funded by the Proceeds in the semi-annual Progress Reports and the Final Progress Report. The Contractor shall provide to the MSF and MEDC immediate notice of any material change to activities funded with the Proceeds, including, but not limited to, changes to key personnel. The Contractor agrees that all material changes to milestones and the Budget must be pre-approved in writing by the Contract Manager, which approval shall not be unreasonably withheld or delayed.

### **SECTION III BIDDING INFORMATION**

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

A pre-bid meeting will not be held. Questions from vendors concerning the specifications in this RFP must be received via e-mail no later than **Friday, March 31, 2006 5:00 p.m. to** John Shallman at [shallmanj@michigan.org](mailto:shallmanj@michigan.org)

Questions must **arrive** in the MEDC email inbox no later than the date and time specified above. Questions received after this date and time or by mail or fax will not be answered. All questions must be submitted by email. Bidders will receive an email notification that the question(s) has been received by the MEDC. All qualifying questions received, and their responses, will be received by all potential bidders by Thursday, April 6, 2006. Please do not disclose your identity within the text of your questions. Questions may not be submitted by mail, fax, or phone.

#### **III-B PROPOSALS**

To be considered, each bidder should submit a complete response to this RFP, using the format provided in Section IV. No other distribution of proposals is to be made by the bidder. The Technical Proposal should be signed in ink by an official of the bidding organization authorized to bind the bidder to its provisions. The Technical Proposal itself should include a statement as to the period during which the Technical Proposal itself remains valid. This period must be at least sixty days from the due date for responses to this RFP. However, the rates quoted in the PRICE PROPOSAL remain firm for the period indicated in Sections I-O and IV-F.

#### **III-C ORAL PRESENTATION**

Bidders who submit proposals may be required to make oral presentations of their proposals to the Michigan Strategic Fund, the MEDC or third party reviewers. These presentations provide an opportunity for the bidders to clarify the proposals

through mutual understanding. The MEDC will schedule these presentations, if required.

### **III-D 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.

### **III-E SELECTION CRITERIA**

Responses to this RFP will be evaluated based upon a two-step selection process. The first step is an evaluation of which bids are satisfactory to meet the requirements of the RFP. Bids will be graded on three criteria for this purpose.

#### **1. Step I - Criteria for Satisfactory Bids**

- A. Proposal Content - The proposal should describe how the Contractor plans to address the objectives and tasks outlined in this RFP.
- B. Capability and Qualifications - The written proposal should indicate the ability of the Contractor to meet the terms of the RFP, especially the time constraints, quality, and recent experience with projects similar to that described in the RFP.
- C. Qualified Personnel - The written proposal should indicate the competence of 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 the RFP and qualifications of bidder's Project Manager and the Manager's dedicated management time as well as that of other key personnel working on this project.

#### **2. Step II - Selection and Award**

- A. Only those proposals that the Evaluation Committee have determined satisfactorily meet the requirements described in the RFP will be considered for evaluation in Step II.
- B. Based on what is in the best interest of the Michigan Strategic Fund, it will award the contract considering price, value, and quality of the bids that were approved in Step I.

### **III-F INDEPENDENT PRICE DETERMINATION**

- 1. By submission of a proposal, the bidder certifies, and in the case of a joint proposal, each party certifies as to its own organization, that in connection with this proposal:
  - A. Any 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;

- B. Unless otherwise required by law, any 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
  - C. 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.
2. 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.A., B., and C. above; or
  - B. Is not the person in the bidder's organization responsible within that organization for the decision as to any 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.A., B., and C. above.
3. A proposal will not be considered for award if the sense of the statement required in the Cost and Price Analysis portion of the proposal has been altered so as to delete or modify 1.A., C., or 2. above. If 1.B. has been modified or deleted, the proposal will not be considered for award unless the bidder furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the MSF determines that such disclosure was not made for the purpose of restricting competition.

### **III-G CHANGES IN THE RFP**

Changes made to the RFP as the result of responses made to questions or concerns raised at the pre-bid meeting (should one be scheduled for this Request; see Paragraph III-A) or through correspondence will be put in writing to each vendor. Neither the MSF Board nor the MEDC will not respond to telephone inquiries or visitation by bidders or their representatives. Neither the MSF Board nor the MEDC does not commit to answering questions received after the date and time specified in Section III-A.

### **III-H SEALED BID RECEIPT (SEE ALSO PARAGRAPH IV-G)**

SEALED BID PROPOSALS MUST BE RECEIVED AND TIME-STAMPED IN THE MEDC OFFICE OF CONTRACT AND GRANT ADMINISTRATION ON OR BEFORE 5:00 PM ON FRIDAY, APRIL 14, 2006. Bidders are responsible for timely receipt of their proposal. PROPOSALS WHICH ARE RECEIVED AFTER THE SPECIFIED

DUE DATE AND TIME WILL NOT BE CONSIDERED.

### **III-I RESERVATION OF DISCRETION**

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

1. Reject any and all proposals or parts of proposals.
2. Waive any errors or irregularities in the solicitation process or in any proposal.
3. Re-solicit proposals for 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 or revise the scope of the project, and re-solicit or negotiate with any bidder regarding the revised project.
6. Defer or abandon the project.

## **SECTION IV INFORMATION REQUIRED FROM BIDDERS**

Bidder's proposal is to be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those considered by the vendor to be essential to a complete understanding of the proposal submitted. Each section of the proposal should be clearly identified with appropriate headings:

### **IV-A BUSINESS ORGANIZATION**

State the full name and address 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, state whether it is licensed to operate in the state of Michigan. List all subcontractors; include firm name and address, contact person and a complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

### **IV-B STATEMENT OF THE PROBLEM**

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

### **IV-C MANAGEMENT SUMMARY**

#### **1. Narrative**

Include a narrative summary description of the proposed effort and of the product(s) that will be delivered. If any support is to be provided by a subcontractor, said subcontractors are to indicate their capability and willingness to carry out the work. In addition, the information requested in IV-A above, and IV-D below, should be provided for each potential subcontractor.

#### **2. Technical Work Plans**

Provide a detailed research outline and timelines for accomplishing the work.

Include a Project Evaluation Review Technique (PERT)-type display, time related, showing each event, task, and decision point in your work plan.

3. Prior Experience

Indicate here prior experience of the organization which you consider relevant to the successful accomplishment of the project defined by this Request For Proposals. 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.

4. Project Staffing

The contracting agents must be able to staff a project team which possesses talent and expertise in the fields of developing job market research and analyses. Identify a Project Director and staff assigned by name and title (including bio's and any other appropriate information on a work team's qualification for this initiative). Show where these personnel 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 study or project. Indicate the amount of dedicated management time for the bidders' Project Director and other key individuals.

5. Subcontractors

List here all subcontractors; include firm name and address, contact person and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities.

**IV-D BIDDER'S AUTHORIZED EXPEDITER**

Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the Michigan Strategic Fund.

**IV-E ADDITIONAL INFORMATION AND COMMENTS**

Include any other information that is believed to be pertinent but not specifically asked for elsewhere.

**IV-F PRICE PROPOSAL**

2005 PA 213 allows the Life Science Pipeline to charge members of the Pipeline a reasonable fee based upon the services provided. Under the price proposal the bidder should present revenue and cost projections to run the Life Science Pipeline.

These revenue and cost projections should be on an annual basis as well as a four-year cumulative basis. If the bidder is presenting projections which show the costs exceeding the revenue charged for services, the bidder should describe other sources of funding to make the Life Science Pipeline a sustainable and viable entity.

These sources can include local, state, or federal funds as well as private sector

contributions. Bidders should include any commitments from other sources of revenue and/or in-kind goods or services which would offset costs.

1. LENGTH OF TIME PRICES ARE TO BE HELD FIRM
  - A. 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.
2. Provide the cost/rate/price information required below for all firms/persons named in your technical proposal to demonstrate the reasonableness of your price proposal. THE PRICING PORTION OF YOUR PROPOSAL MUST BE LABELED, THEN BOUND AND SEALED SEPARATELY FROM THE TECHNICAL PORTION OF YOUR PROPOSAL.
  - A. Pricing for lump sum/fixed price contracts
    - 1) Staffing Costs. Itemize so as to show the following for each category of personnel with a different rate per hour:
      - a. Category; e.g., project manager, senior analyst, etc.;
      - b. Estimated hours;
      - c. Rate per hour;
      - d. Total cost for each category and for all staffing needs.
    - 2) Cost of Supplies and Materials. Itemize.
    - 3) Other Direct Costs. Itemize.
    - 4) General and Administrative Burden or Overhead. Indicate percentage and total.
    - 5) Transportation Costs. Show travel costs and per diem separately.
    - 6) Total Price Bid for Project.
3. Independent Price Determination. Include a statement substantially as follows: "This cost and price analysis is submitted in full compliance with the provisions of the paragraph titled 'Independent Price Determination' in Part III of the RFP to which this proposal is a response."

#### **IV-G PROPOSAL SUBMITTAL**

Submit 5 copies of your Technical Proposal and 5 copies of your separately sealed Price Proposal in accordance with the following instructions:

1. SEALED BIDS (PROPOSALS) MUST BE RECEIVED AND TIME-STAMPED BY THE MEDC, OFFICE OF CONTRACTS, GRANT AND PURCHASING

NOT LATER THAN 5:00 PM ON FRIDAY, APRIL 14, 2006. PROPOSALS WHICH ARE RECEIVED AFTER THE SPECIFIED DUE DATE AND TIME CANNOT BE CONSIDERED.

BIDDERS ARE RESPONSIBLE FOR ASSURING THAT THE FOLLOWING IDENTIFYING INFORMATION APPEARS ON THE OUTSIDE OF THE ENVELOPE: "Sealed Bid" notation, company or organization name, date due, and time due. If a delivery service is used which prohibits such markings on their envelope or package, this information must be placed on the outside of an interior envelope or package.

The address for proposals submitted by CONTRACT CARRIER, COURIER DELIVERY, or PERSONAL DELIVERY, or U.S. POSTAL SERVICE is:

Jodi Hankerd  
Contracts, Grants and Purchasing  
Michigan Economic Development Corporation  
300 N. Washington. Sq., 2<sup>nd</sup> Floor  
Lansing, MI 48913