Board of Directors Meeting
Friday, August 7, 2020 – 8:30 AM
THIS MEETING WILL BE HELD ELECTRONICALLY*
Meeting ID: 833 9221 4583 | Password: 888913
https://us02web.zoom.us/j/83392214583?pwd=dVRnaE5KRFVzaEQrOVBMVUq4WE8vUT09
* Michigan Executive Order 2020-154 (COVID-19) provides temporary authorization of remote participation in public meetings and hearings. See attached Public Participation Notes.

AGENDA

1) Call to Order / Rollcall / Meeting Process
2) Approval of LEDC Board Meeting Minutes – Wednesday, July 15, 2020
3) Update on Financials*
4) Lansing Small Business Recovery Program Updates:
   a. MSBRP – Restart Grant Program
   b. Rescue Fund
   c. CDBG Small Business Program
   d. One&All Program Update
5) Contract with City of Lansing: Economic Recovery Resource Developer (Action)*
6) Project Updates
7) Open Forum for LEDC Board Members
8) Other Business
9) Public Comment
10) Adjournment

The Lansing Economic Development Corporation’s mission is to create quality jobs, diversify the local economy and improve overall quality of life by attracting, expanding and retaining business and industry in the City of Lansing.
PUBLIC PARTICIPATION NOTES
LEDC/LBRA/TIFA Meeting – 8/7/2020 8:30AM
Meeting Will Be Held Electronically Via Zoom Conferencing
Zoom Meeting ID: 833 9221 4583, Password: 888913

HOW TO PARTICIPATE:
The meeting will be conducted by web-based and telephonic conferencing and allow for public participation in accordance with Executive Order 2020-154.

Join by Computer/Smartphone, use the link at the day and time of the meeting:
https://us02web.zoom.us/j/83392214583?pwd=dVRnaE5KRFVzaEqrOVBMVUG4WE8vUT09

Join by Telephone, call in at the day and time of the meeting:
Call in number: 1(929)205-6099 or 1(312)626-6799
Meeting ID: 833 9221 4583, Password: 888913

PUBLIC COMMENT & QUESTIONS:
Before Meeting: To contact members of the LEDC, LBRA, or TIFA Boards to provide input or ask questions on any business that will come before that public body at the meeting, please use the point of contact provided below.

During Meeting: Those wishing to make public comments during the meeting will need join the meeting using one of the methods described above and “raise their hand” (see below) or submit written comments to kris@purelansing.com by the end of the public comment period.

How to “Raise Your Hand” during public comment period:
On the phone: Dial *9 On a computer: Option Y (Mac) or Alt Y (Windows)

ACCESSIBILITY:
If you require an accommodation in order to fully participate in the meeting, please use the point of contact provided below. 24-hour notice may be needed for certain accommodations. An attempt will be made to grant all reasonable accommodation requests.

CONTACT:
Please direct any questions regarding participation or accommodation requests for this meeting to Kris Klein at (517) 599-1136 or kris@purelansing.com
ZOOM ATTENDEE CONTROLS

Once recognized to speak:

**UNMUTE/MUTE**
Select “Unmute”*
or
On the Phone: Dial *6
or
On a computer:
Shift + Command + A (Mac)
Alt + A (Windows)
* Mute yourself after you have provided comment.

To be recognized for Public Comment:

**RAISE YOUR HAND**
Select “Participants” to open the participants panel.
Then select “Raise Hand”
or
On the phone: Dial *9
or
On a computer:
Option + Y (Mac)
Alt + Y (Windows)
BOARD MEMBER PARTICIPATION

**Discussion**
- “Raise Hand” to be speak on an agenda item
- The moderator will provide the Chair with a list of Members in the discussion queue to then be recognized.

**Motions**
- Announce your name prior to making or seconding a motion

**Voting**
- All votes will capture those in favor, opposed, and abstaining.
- If votes are not unanimous, further clarification and possible roll call will be needed

**GUEST PRESENTATIONS**
- Guests with business before the Board will be allowed to speak during the appropriate agenda item.
- Guests will be recognized and unmuted for the discussion portion of the agenda item.
- Presentations will be displayed on screen

**PUBLIC COMMENT/PARTICIPATION**

*(verbal or written)*
- Public comment will be heard at the conclusion of the Board’s business for each meeting.
- Public comment may be provided verbally during the meeting or provided in writing prior to the comment period. Written comments must be submitted to kris@purelansing.com and received prior to public comment in order to be acknowledged during the meeting.
- Those wishing to provide public comment must Raise their Hand during the Public Comment period. The moderator will recognize those in the queue, one by one and in order. Up to 5 minutes per speaker is permitted.
- Once all verbal comments are captured, any written comments will be read by the moderator. The moderator will announce to the Chair when public comment is complete.

**Decorum**
- Please mute your microphone at all times unless recognized to speak.
- The public “Chat” function is disabled, only contact the host via “Chat” with technical issues.
- Public Comment will only be allowed during the designated Public Comment period.
- Speaking out of turn may be considered a breach of peace that could lead to exclusion from the meeting.
Lansing Economic Development Corporation
Board of Director’s Meeting Minutes
Wednesday, July 15, 2020 – 8:30 AM

THIS MEETING WAS HELD ELECTRONICALLY*
* Michigan Executive Order 2020-129 (COVID-19) provides temporary authorization of remote participation in public meetings and hearings.

Members Present: Calvin Jones, Thomas Donaldson, Brian McGrain, Shelley Davis-Boyd, Andrea Binoniemi, Frederick Schaible

Members Absent: Kimberly Coleman, Blake Johnson, James Butler III,

Temp Members Present: None

Staff Present: Karl Dorshimer, Kris Klein, Hannah Bryant

Guests: Jennifer Abood Morris

Call to Order / Rollcall / Meeting Process
Chair Jones welcomed everyone and called the LEDC Board of Directors meeting to order at 8:31 am. Klein took roll call and went through the meeting process.

Approval of LEDC Board Meeting Minutes – Wednesday June 17, 2020

MOTION: McGrain moved to approve the LEDC meeting minutes from the Wednesday, June 17 LEDC Board of Director’s meeting, as presented. Motion seconded by Binoniemi.

YEAS: Unanimous. Motion Carried.

Update on Financials
Jennifer Abood Morris provided an update on the finances and explained the COVID-19 rescue funds for the last 12 awards took place after May 31st so it is not shown in the meeting packet. Additionally, she added that all loans are up to date and the city of Lansing will provide a further update once the tax capture is available. Donaldson asked about the BWL loan and Dorshimer stated the loan was for the Ottawa power station that involved an EPA grant.

Lansing Small Business Recovery Program Updates

Rescue Fund
Klein gave an update on the Rescue funds and that all funds have been dispersed. There were 46 awards, 34 were $10,000 and 12 were at $5,000. Klein provided an update on the demographics of those that were awarded. Additionally, Klein sent out a survey to all the awardees and provided some data on the results from the dozen that were returned. He shared that most of the awardees have spent more than half of their grant funds and majority of the awards were spent on rent and mortgage. There was a lot of comments from the survey that were thanking the LEDC and the city. Full grant reporting will be at the end of October, so we will be able to present more details at the November or December meeting. Chair Jones provided an updated that he and the Mayor are working on visiting the businesses that were awarded grants.

Economic Recovery Resource Developer
Klein gave an overview of the status of this position which was discussed at the previous meeting with Andi Crawford from the City. Klein explained this position is a collaboration with the city and the LEDC to help build capacity to seek funding due to the fact there are so many programs out there and more on the way. By having this position, it will be a unified vision on recovery while making sure there is equity within the process. This position aligns with LEDC mission in improving business, retaining jobs, expansion, etc. and this funding will be used to help grow the economy. Klein stated that this will be discussed further at the next meeting to show what the position will entail and a contract since it is housed within the city of Lansing.

**MSBRP – Restart Grant Program**

Bryant provided an overview of the recently announced Michigan Small Business Restart Program. Funding will be provided from MEDC to LEAP for our region which includes Clinton, Eaton, and Ingham Counties. Grants will be awarded to eligible small businesses and nonprofits that have been negatively impacted by COVID-19 for working capital needs. The main goal of this program is to have at least 30% of funds go to minority, women, or veteran owned businesses. There is a total of $5,270,000 that will be awarded LEAP and be broken down by micro businesses, nonprofits, and for traditional businesses. The application period will open July 15th and will close on August 5th. Bryant shared that she would forward on the information to all of the LEDC board members.

**Façade Review Committee Participation**

Bryant gave an update on the façade improvement program and the process for the program. Bryant is requesting several members to volunteer to be part of the committee, which provides their recommendation on applications. David-Boyd, Binoniemi, and Schaible volunteered to serve on the Façade Review Committee.

**Project Update**

Dorshimer walked through project update list. Donaldson had a question on the Ionia Street project, Klein stated he will provide a more detailed update next meeting. Chair Jones requested if it was possible to do more tours of the projects, for example, Red Cedar. Dorshimer said he will investigate some possible tours but will dependent on the COVID-19 situation.

**Open Forum for LEDC Board Members**

No other business.

**Other Business**

None was provided.

**Public Comment**

None was provided.
Adjournment
There being no further business, Chair Jones declared the LEDC Board of Director’s meeting adjourned at 9:20 a.m.

Karl Dorshimer, Director of Economic Development
Lansing Economic Area Partnership (LEAP)
LANING ECONOMIC DEVELOPMENT CORPORATION

Financial Statements

For the One Month and Twelve Months Ended June 30, 2020 and 2019
**Lansing Economic Development Corporation**  
**Statements of Financial Position**  
**As of June 30, 2020**

<table>
<thead>
<tr>
<th></th>
<th>Jun 30, 20</th>
<th>Jun 30, 19</th>
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</thead>
<tbody>
<tr>
<td><strong>ASSETS</strong></td>
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<td><strong>Other Current Assets</strong></td>
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<td>11119 · Prepaid Insurance</td>
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<td>11135 · Receivable BW&amp;L-Current Portion</td>
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<td>11139 · The 517 Coffee Co-Current Port</td>
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<td>11140 · Prepaid Expenses</td>
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<td><strong>Total 12000 · Loans Receivable</strong></td>
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<td><strong>TOTAL ASSETS</strong></td>
<td>2,572,569.80</td>
<td>2,917,007.87</td>
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</table>

No assurance is provided on these financial statements. The statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States are not included. Accounting principles generally accepted in the United States of America require recognition of revenue and expense in the period earned. Management has indicated revenues and expenses related to certain contracts have been recognized when received and paid, respectively.
Lansing Economic Development Corporation

Statements of Financial Position

As of June 30, 2020

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<thead>
<tr>
<th></th>
<th>Jun 30, 20</th>
<th>Jun 30, 19</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>LIABILITIES &amp; EQUITY</strong></td>
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<td><strong>Liabilities</strong></td>
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<td>20110 - Payable Facade Grant Contract</td>
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<td>20300 - Payable LBRA-Current Portion</td>
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<td>20400 - Payable to LBRA-Current Portion</td>
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<td><strong>Equity</strong></td>
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<td>32000 - Without donor restrictions</td>
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<td>32100 - With donor restrictions</td>
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<td><strong>TOTAL LIABILITIES &amp; EQUITY</strong></td>
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<td>2,917,007.87</td>
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</table>

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<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Jun 20</th>
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<tbody>
<tr>
<td><strong>Income</strong></td>
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<tr>
<td>40000 · Contract Income</td>
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<td>40010 · Brownfield Admin</td>
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<td>40050 · TIFA Admin</td>
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<td>40090 · EGLE Allen Place Grant Contract</td>
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<td>40100 · Rental Income</td>
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<td>40117 · Clarisa Trevino</td>
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<td>40118 · Bianca McCastle</td>
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<td>41000 · Loan Interest</td>
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<td>41080 · Sleepwalker Spirits Interest</td>
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<td>41091 · The 517 Coffee Company Interest</td>
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<td>42000 · Investments</td>
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<td>42010 · Interest-Savings, Short-term CD</td>
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<td>63000 · Development</td>
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<td>63010 · Arts &amp; Culture Grants</td>
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<td>63025 · Facade Grants</td>
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<td>63080 · Bank Fees</td>
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<td>64000 · EDC Business Incubator</td>
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<td>64005 · Bank Fees</td>
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<tr>
<td><strong>Net Income</strong></td>
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<td>-96,453.60</td>
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No assurance is provided on these financial statements. The statements do not include a statement of cash flows. Substantially all disclosures required by accounting principles generally accepted in the United States are not included. Accounting principles generally accepted in the United States of America require recognition of revenue and expense in the period earned. Management has indicated revenues and expenses related to certain contracts have been recognized when received and paid, respectively.

<table>
<thead>
<tr>
<th>Ordinary Income/Expense</th>
<th>Jul '19 - Jun 20</th>
<th>Budget</th>
<th>$ Over Budget</th>
<th>% of Budget</th>
</tr>
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<tbody>
<tr>
<td><strong>Income</strong></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>40010 · Contract Income</td>
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<tr>
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<tr>
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<tr>
<td>41000 · Loan Interest</td>
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<tr>
<td>41050 · Lowertown Interest</td>
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<tr>
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<table>
<thead>
<tr>
<th>Expense</th>
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</thead>
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<tr>
<td>63000 · Development</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>63010 · Arts &amp; Culture Grants</td>
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<td>25,000.00</td>
<td>0.00</td>
<td>100.0%</td>
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<tr>
<td>63025 · Facade Grants</td>
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<td>63030 · Contractual Services</td>
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<td>63050 · Insurance &amp; Bonds</td>
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<td>63055 · Marketing &amp; Promotions</td>
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<td>63056 · Travel &amp; Conferences &amp; Training</td>
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<td>63075 · CDBG Revitalize, LLC</td>
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<td>-3,095.00</td>
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<tr>
<td>63080 · Bank Fees</td>
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<tr>
<td>64000 · EDC Business Incubator</td>
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<td>64050 · Bank Fees</td>
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<tr>
<td><strong>Net Income</strong></td>
<td>-283,105.57</td>
<td>-410,000.00</td>
<td>126,894.43</td>
<td>69.1%</td>
</tr>
</tbody>
</table>

Lansing Economic Development Corporation
Statement of Activities - Actual vs. Budget
July 2019 through June 2020
MEMORANDUM

DATE: Monday, August 3, 2020
TO: LEDC Board of Directors
FROM: Kris Klein, Economic Development Specialist - on Behalf of the Lansing Economic Development Corporation Loan Committee
Subject: Funding and Contract for Economic Recovery Resource Developer

The City of Lansing ("City"), in coordination with the Lansing Economic Development Corporation ("LEDC"), has implemented the Lansing Small Business Recovery Program ("LSBRP") in response to the impacts of the COVID-19 pandemic. The LSBRP is focused on identifying the urgent needs of small businesses, providing immediate relief and assistance, and advancing broader economic development efforts in the Lansing community including the local response to economic recovery and resiliency.

The City and the LEDC, to achieve the goals of the LSBRP, have recognized the need for a full-time contracted person to serve as the City's COVID-19 Economic Recovery Resource Developer ("ERRD"). The ERRD would concentrate on the following:

- Identifying funding opportunities and potential partners to coordinate with fundraising efforts
- Building or tapping into a network of businesses to identify and better understand immediate and long-term needs, including minority-owned businesses and other disproportionately impacted groups.
- Creating linkages between various funding opportunities and qualified local applicants who can apply for those funds.
- Fostering mutually beneficial relationships with current and future partners at the local, state, and federal level.
- Communicating and building relationships with private industry and potential funders.

On Wednesday, June 17, 2020, the LEDC Board of Directors approved funding of up to $100,000 to the City of Lansing from the LEDC 2020/2021 Fiscal Year budget so the City
can employ a contractual ERRD position for one year to begin by December 30, 2020 and run through December 31, 2021.

The LEDC’s leading role in supporting Lansing small businesses through the COVID-19 Rescue Fund and supporting economic development services for the City of Lansing has already had a measurable impact. However, the LEDC’s resources are limited and much more needs to be done to continue implementing the LSBRP and respond to the devastating economic impacts of the pandemic.

Funding the ERRD position will establish local expertise with the objective of seeking, developing, and coordinating new resources that support Lansing’s economic recovery. The targeted efforts of the ERRD will further the LEDC’s mission to “create quality jobs, diversify the local economy and improve overall quality of life by attracting, expanding and retaining business and industry in the City of Lansing.” Additionally, support of the ERRD and participation in their efforts will strengthen the LEDC’s important relationships with City departments and community partners.

The previously approved funding support for the ERRD position was provided conditional upon Board’s approval of a contract between the LEDC and City and fulfillment of said contract by the City (ERRD Contract). The ERRD Contract sets clear terms for funding including expectations for the ERRD position and the requiring of regular reporting to the LEDC of the ERRD’s activities and accomplishments.

The ERRD Contract is provided herein for consideration by the LEDC Board and Board approval of the ERRD Contract is requested.

Enclosed:
- ERRD Contract between the LEDC and City
- Draft ERRD position Request for Proposals (RFP)
- Draft ERRD Performance Indicators
CONTRACT BETWEEN
THE CITY OF LANSING
AND
THE LANSING ECONOMIC DEVELOPMENT CORPORATION
TO HIRE A
COVID-19 ECONOMIC RECOVERY RESOURCE DEVELOPER

This Contract is entered into between the Lansing Economic Development Corporation, a non-profit corporation organized and existing under the laws of the state of Michigan (the “LEDC”), and the City of Lansing, a Michigan municipal corporation (the “City”).

BACKGROUND

The COVID-19 pandemic has had sudden, severe, and lasting economic impacts on the City’s local economy.

The City, in coordination with the LEDC, has implemented the Lansing Small Business Recovery Program (“LSBRP”) to identify the urgent needs of small businesses and provide immediate relief and assistance; help with restart operations and work to strengthen surviving businesses; and identify programs and resources available to provide programming and financial assistance to surviving businesses so they can rebound by adapting to the changed economic and social environments.

The City and the LEDC, to achieve the goals of the LSBRP, have recognized the need for a fulltime contracted person to serve as the City’s COVID-19 Economic Recovery Resource Developer (“ERRD”). The ERRD would concentrate on identifying funding opportunities and potential partners to coordinate with fundraising efforts; building or tapping into a network of businesses to identify and better understand immediate and long-term needs, including minority-owned businesses and other disproportionately impacted groups; creating linkages between various funding opportunities and qualified local applicants who can apply for those funds; fostering mutually-beneficial relationships with current and future partners at the local, state, and federal level; and communicating and building relationships with private industry and potential funders.

The City and the LEDC have identified the opportunity to support the City’s engagement of an ERRD under the terms of this Contract.

AGREEMENT

1. ERRD Position

   a. The City will engage an ERRD as a City employee or independent contractor by December 30, 2020. The initial term of the ERRD’s position will run at least through December 31, 2021. The parties will cooperate to modify this Contract as appropriate if the City is unable to hire a qualified ERRD for at least the 2021 calendar year.
b. The ERRD will be an employee or independent contractor of the City, and not of the LEDC. Except as provided in this Agreement, the City retains complete discretion and responsibility regarding the ERRD’s position, engagement (which for all purposes of this Contract means employment or retention as an independent contractor, as applicable), activities, compensation, and related matters. The City will pay all expenses and provide all resources in support of the ERRD position, except only that the LEDC will provide the LEDC Funding as required by this Contract. The City will comply with all laws affecting the ERRD’s engagement, activities, and related matters.

c. The ERRD will be supervised by the City’s Chief Innovation Officer, Director of Economic Development, and Planning. The ERRD will be responsible for supporting the continued implementation and development of the LSBRP, including by performing the tasks described below.

i. Pursuing opportunities: Identify public and private funding opportunities, respond to opportunities, develop proposals, and coordinate with City partners to secure resources to advance economic recovery efforts. Position the City and entities within Lansing to apply for and receive funding.

ii. Coordination and collaboration: Liaise closely with the Community Response Cabinet, City departments, commercial districts, LEAP, LEDC, and the Lansing Regional Chamber of Commerce. Work to support and coordinate related fundraising efforts of these partners.

iii. Build a networked community of businesses: Understand their immediate and long-term needs, including minority-owned businesses and other disproportionately impacted groups.

iv. Matchmaking: Curate resources and opportunities. Create linkages between opportunities discovered and the most appropriate local entity to pursue opportunity.

v. Relationship building: Foster mutually-beneficial relationships with current and future partners at the local, state, and federal level. Communicate and build relationships with private industry and funders.

vi. Other Duties: Such other duties as may be prescribed by the City to the ERRD. The City will prescribe duties to the ERRD that the LEDC reasonably requests. The ERRD will not be asked to perform duties that do not support the economic recovery efforts in the City.

2. LEDC Funding

a. Subject to the terms of this Contract, the LEDC will provide up to $100,000 of funding to support the ERRD position through December 31, 2021 (the “LEDC Funding”). In no event will the LEDC’s responsibility under this Contract exceed $100,000.

b. The City may expend the LEDC Funding only for the following purposes: (1) to compensate and provide benefits to the ERRD for services performed through December 31,
2021; (2) to pay program expenses in connection with the ERRD position; (3) to otherwise provide resources directly in support of the ERRD position; and (4) for other purposes to which the LEDC consents in writing or by email. The City agrees to repay to the LEDC any LEDC Funding that the LEDC has advanced to the extent that the City does not timely expend that funding for a purpose permitted by this Agreement.

c. The LEDC will advance the LEDC Funding to the City on the following schedule, provided that the ERRD remains engaged and that the LEDC’s Board of Directors is satisfied with the ERRD’s performance through the relevant date:

i. $22,500 after the ERRD’s start date;

ii. $22,500 after the City has employed the ERRD for 90 days;

iii. $22,500 after the City has employed the ERRD for 180 days;

iv. $22,500 after the City has employed the ERRD for 270 days; and

v. $10,000 as a performance payment after the City has employed the ERRD for one year, provided that the ERRD’s performance is at that time evaluated as highly satisfactory by both the City and the LEDC’s Board of Directors.

The advance described in i. is conditioned on the City delivering to the LEDC an executed copy of the employment or independent contractor agreement between the City and the ERRD, as well as the City’s other compliance with Section 3.a. Each of the advances described in ii. through iv. is conditioned on the City providing a satisfactory Quarterly Report to the LEDC covering the prior 90 days. The performance payment described in v. is conditioned on the City providing a satisfactory Annual Narrative Report covering the prior year.

d. The City will notify the LEDC when the conditions to an advance become satisfied. The City will include with the notice an invoice requesting the relevant advance, as well as the other required documentation (e.g., report). The LEDC will pay each advance within ten days of it determining that the conditions to the advance have been satisfied.

e. If the LEDC’s Board of Directors determines that it is unsatisfied with the ERRD’s performance, the Chairman of the Board will notify the City’s Chief Innovation Officer/Director of Economic Development and Planning of the LEDC’s concerns and whether the LEDC intends to withhold future advances, or the circumstances under which the LEDC may withhold future advances. The City will then work promptly with the ERRD to address the concerns. The LEDC’s obligations to make further advances are conditioned on the concerns being addressed to the LEDC’s Board’s satisfaction.

f. The LEDC will not advance LEDC Funding after the termination of the ERRD’s engagement or this Contract, nor will the LEDC advance LEDC Funding with respect to services performed after December 31, 2021.

3. Reporting and Related Matters
a. **Position Documentation.** The City will provide the LEDC an opportunity to review and comment on the proposed agreements and other relevant documentation establishing the relationship between the City and the ERRD and otherwise regulating the ERRD’s activities. This documentation includes the ERRD’s work plan or other demonstration of how the ERRD’s activities are anticipated to achieve the tasks described above, which will be provided within a month of hiring the ERRD and promptly finalized after LEDC comment. All such agreements and documentation must be consistent with this Agreement. The City will provide a copy of each executed agreement and final document to the LEDC.

b. **Periodic Quarterly Reporting.** Promptly after each of the first three 90-day periods of the ERRD’s employment, the City will provide the LEDC a Quarterly Report that summarizes in reasonable detail the ERRD’s fundraising activities, partnership engagement, and other material activities for the prior 90 days. The City will also regularly update the LEDC and share with it information and materials relating to the ERRD’s fundraising efforts, including fundraising prospect lists, funder contact tracking and engagement, pitch decks, and research around partner funding opportunities.

c. **End of Contract Annual Reporting.** By January 31, 2022, or earlier if reasonably possible, the City will provide an Annual Narrative Report to the LEDC that summarizes in reasonable detail the ERRD’s efforts and successes through December 31, 2021. The report will include information regarding how the ERRD has assisted the City with working with local economic development partners and helped to contribute to their success, and a summary of fundraising related successes and challenges.

d. **Other Information.** The City will retain reasonably detailed records and other information regarding the ERRD and his or her activities and programs, including any records or other information that the LEDC reasonably requests that the City retain. The City will provide the LEDC with access to such records and other information as the LEDC reasonably requests. The City will comply with its standard recordkeeping policies and requirements with respect to the retention of such records and information.

4. **Miscellaneous**

a. **Indemnification.** The City will reimburse the LEDC for all damages, expenses (including reasonable attorneys’ fees), and other liabilities that the LEDC incurs to the extent resulting from the City’s breach of this Contract or the ERRD’s engagement, activities, or programs. The LEDC will reimburse the City for all damages, expenses (including reasonable attorneys’ fees), and other liabilities that the City incurs to the extent resulting from the LEDC’s breach of this Contract. The City will include the LEDC in indemnification provisions in any independent contractor agreement with the ERRD.

b. **Termination.** Either party may terminate this Contract should the other party materially breach this Contract and fail to cure that breach within 10 days of the other party providing written or email notice of the breach. Promptly upon termination of this Contract, the City must return any unspent portion of advanced LEDC Funding (without limiting the City’s other liabilities under this Contract). The party’s obligations that accrued prior to the termination of this Contract (including a party’s indemnification obligations), will survive the termination of this Contract, as well as Sections 1.b. (with no further obligation to engage the ERRD), 2.b., 3.d.,
and Section 4.

c. **Severability.** The invalidity or unenforceability of a provision of this Contract does not affect the validity or enforceability of any other provision of this Contract. If a provision is determined to be unenforceable, then the parties agree that the court making that determination is directed to modify the provision to the least extent possible to make it enforceable, and to enforce the provision as modified.

d. **Amendment, etc.** This Contract may be modified or amended only by a written agreement signed by both parties. A party’s waiver of a breach of this Contract is limited to that breach, and does not waive any future breach. A party’s failure to exercise a remedy for a breach of this Contract is not a waiver of the party’s rights with respect to that or any future breach. Neither party may assign, transfer, or delegate its rights and obligations under this Contract without the written consent of the other party.

e. **Entire Agreement.** This Contract contains the entire understanding among the parties and supersedes any previous or contemporaneous discussions and agreements between them regarding its subject matter. The LEDC makes no implied or express guarantee, offer, or representation regarding future funding beyond that promised in this Contract.

f. **Counterparts.** This Contract may be executed in counterparts and in hard copy or by electronic transmission, including facsimile, scanned and e-mailed documents, or electronic contracting software. When so executed, the counterparts taken together comprise a single, complete, and original agreement.

Each of the parties evidences its agreement to this Contract by executing it below.

**CITY OF LANSING**

BY: ____________________________________________

PRINTED NAME: ________________________________

TITLE: _________________________________________

DATE: _________________________________________

**LANSONG ECONOMIC DEVELOPMENT CORPORATION**

BY: ____________________________________________

PRINTED NAME: ________________________________

TITLE: _________________________________________
# Requests for Proposal (RFP)

## City of Lansing

### Request for Proposal (RFP)

<table>
<thead>
<tr>
<th>Proposal Reference No.:</th>
<th>RFP/20/XX</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Date:</td>
<td>MONTH XX, 2020</td>
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<tr>
<td>Description:</td>
<td>The City of Lansing is seeking an experienced, highly innovative individual to lead fundraising efforts to support citywide medium and long-term economic recovery and to support local businesses adversely impacted by the COVID-19 pandemic.</td>
</tr>
<tr>
<td>Informational Calls:</td>
<td>The City of Lansing will hold an optional informational call to review the goals and objectives of this position and provide an opportunity to ask questions.</td>
</tr>
</tbody>
</table>
|                         | **DATE, TIME**  
|                         | Call in number: **NUMBER**  
|                         | Please RSVP to **TO BE ASSIGNED**. |
| Application Deadline:   | DAY, DATE at 2pm EST. |
| Application Submission: | Please email your application to **EMAIL** on or before 2:00pm ET on DATE. The proposal shall be in PDF format and all required information must be included. Once your proposal is received, you will receive email confirmation.  
|                         | Please title your email: “RFP/20/XXX Submission” |
| Issuing Office:         | Dept. of **Neighborhoods & Citizen Engagement, Economic Development & Planning** |
| Contact Name:           | **TO BE ASSIGNED** [PHONE] [EMAIL] |
| Questions:              | Any contractual or quote package questions should be directed to Stephanie Robinson at (517) 702-6197. Technical questions may be directed to **TO BE ASSIGNED** [PHONE]. |

The City of Lansing officially distributes all Purchasing documents through the Michigan Inter-Governmental Trade Network (MITN) and the City of Lansing Purchasing Office. Our office no longer mails bid documents, notices or addendums to our vendors. To register for the MITN system or access bid information, including addendums, go to [www.mitn.info](http://www.mitn.info).
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   2.1 Description of Services to Be Provided  6  
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1. The Opportunity

1.1 Background and Challenge

The City of Lansing (“City”) is seeking an experienced, highly innovative individual to lead fundraising efforts to support medium and long-term citywide economic recovery and to support local businesses adversely impacted by the COVID-19 pandemic.

Context

This next year will be a critical time in the history of Lansing. Many households, businesses and nonprofits are struggling in the face of the COVID-19 pandemic. Beyond the immediate public health crisis, businesses face an imminent financial crisis, which may deepen even as the COVID-19 emergency response dies down.

Furthermore, there has been a disproportionate health and economic impact for disadvantaged communities and businesses, which exacerbates major disparities that existed before this crisis. These disparities reduce economic mobility at the individual level and are a result of community disinvestment in certain neighborhoods. It will be a key challenge and priority for the City of Lansing and its partners to engage in an inclusive economic recovery that supports those who have been historically disadvantaged.

Efforts to Date

To support businesses, the City of Lansing has begun identifying and implementing creative methods of support, including a Small Business Recovery Program and a COVID-19 Rescue Fund to address the sudden and severe economic impacts of stay-at-home orders. These efforts have been in coordination with Lansing Economic Development Corporation (LEDC) and the Lansing Economic Area Partnership (LEAP). The City of Lansing is also a key stakeholder and partner in LEAP’s One&All program to promote inclusive entrepreneurship through entrepreneurial success and small business ownership among underrepresented populations including people of color, women, persons with disabilities, immigrants, military veterans, racial or ethnic minority groups and refugees across the Lansing region.

Also supporting these efforts, the Community Response Cabinet is a group of partners from government, non-profit and business sectors collaborating on how to best respond to Lansing’s changing needs during the COVID-19 pandemic and beyond. The Community Response Cabinet includes the City of Lansing, Lansing Economic Area Partnership (LEAP), Lansing Regional Chamber of Commerce, Lansing School District, Ingham County Health Department, Capital Area United Way, Capital Region Community Foundation, and Capitol Fundraising Associates.

Challenge

Funding opportunities from the local, state and federal level (both public and private sector) have or will become available to support the economic recovery. A major challenge in the next year will be to streamline fundraising to best position the City of Lansing and its partners to take advantage of opportunities, discover and pursue the opportunities most advantageous for them, and target fundraised dollars strategically to the most urgent needs. While many individuals in
the City of Lansing can play a part in these efforts, there is currently no one point person solely dedicated to sourcing and securing financial resources.

**In response, the City of Lansing and its partners in economic development are funding a one-year contractual position to support medium and long-term economic recovery.** By investing in a highly capable individual solely dedicated to these efforts, the City of Lansing believes it can better secure financial resources to support the community’s economic recovery from this crisis.

### 1.2 Position Objectives

The City of Lansing seeks an individual to source and secure financial resources to support the City of Lansing’s economic recovery efforts, specifically focused on the business community and on resourcing organizations and individuals able to support that community. This position will add valuable extra capacity and skill set to complement existing efforts by the City, LEAP, LEDC, and other partners.

This position will be housed within the City of Lansing and will be supervised by the City’s Chief Innovation Officer, Andi Crawford, Director of Economic Development and Planning, Brian McGrain.

The primary focus of this position is fundraising, which will include efforts to identify and pursue funding opportunities, and match opportunities to the local entity best suited to pursue the funding. Please see “Section 2: Scope of Work” for a full description of efforts and activities to be under the responsibility of the Contractor.

A successful partnership with the Contractor will allow the City of Lansing and its partners in economic development to realize the following goals one year from contract start:

1. **Increased dollars fundraised.** The City of Lansing’s top priority is to ensure that the Contractor brings in significant funds to the City and partners through corporate, government, and philanthropic sources.
2. **Established strong focus on equity.** Any economic recovery efforts affiliated with this contract must have equity as a core principle. Those most disadvantaged shall be most supported by fundraised dollars and access to City resources and services.
3. **Increased capacity of local organizations.** Local organizations shall have increased ability to pursue fundraising dollars. Funds raised should primarily come from the strengthening of established initiatives and programs, rather than creating new programs.
4. **Improved positioning of the City with regard to economic recovery.** The Contractor shall help the City and partners advance their strategic vision for economic recovery. This strategy should help Lansing be competitive for federal economic recovery dollars.
5. **Improved partnerships and coordination.** Local economic and community development entities shall work in closer partnership and be better coordinated in their service delivery and pursuit of funding.
1.3 Anticipated Contract Term and Requirements

We are looking for an individual, not an organization or firm, to take on this role.
Applications from non-profit organizations or firms will not be accepted unless the firm can provide adequate evidence that one individual will be assigned with over 90% of their time allocated to this position, and that there will be no conflict of interest with other work performed by the organization or firm.

The City intends to award a one-year contract to the individual (or entity) who demonstrates he or she is most qualified and well positioned to provide the required services and support the City’s goals. The Contract will be subject to review by the City Attorney, Finance Department, and the Mayor’s Office before contract execution and the start of services.

Contract renewal will be based on budget availability. If funds become available for continuation, satisfaction with the Contractor’s performance, achievement of major objectives, and major evidence of return on investment will be major factors in the decision to continue the contractual relationship.

The Contractor will work closely with City staff, but will be considered an independent contractor, not a City employee, and will not receive City benefits. The Contractor must be available for in-person meetings within the City, and located in or near the City of Lansing. The Contractor will be able to work from City of Lansing offices when necessary.

The City of Lansing anticipates that the total funding available annually for this Scope of Work is $100,000. From that amount, the City of Lansing plans to reserve up to $10,000 to be allocated to the Contractor as a performance payment based on highly satisfactory work performed in alignment with contract goals. The terms of the performance payment shall be negotiated with the Contractor.

Of the remaining $90,000, the City anticipates that the Contractor will allocate approximately $80,000 to salary and benefits, and $10,000 to programmatic expenses, which shall include travel, technology, meeting organization, and miscellaneous expenses related to the Contractor’s completion of the Scope of Work.

1.4 RFP Schedule

The schedule below provides estimated dates for the RFP and contracting process. The City of Lansing may adjust this schedule as needed.

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
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<tbody>
<tr>
<td>XX</td>
<td>Release RFP</td>
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<tr>
<td>XX</td>
<td>Informational call</td>
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<tr>
<td>XX</td>
<td>APPLICATION DEADLINE</td>
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<tr>
<td>XX</td>
<td>Begin application review</td>
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<tr>
<td>XX</td>
<td>Interviews (anticipated)</td>
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<td></td>
<td>Negotiations with apparent successful proposer begin (anticipated)</td>
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<td>---</td>
<td>---------------------------------------------------------------</td>
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<tr>
<td></td>
<td>Execute contract (anticipated)</td>
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<tr>
<td></td>
<td>Work begins (anticipated)</td>
</tr>
</tbody>
</table>
2. Scope of Work

2.1 Description of Services to Be Provided

A. Role of Selected Contractor

The Contractor must provide deliverables, services, staffing, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

SERVICE DELIVERY

1. Contractor shall manage and oversee all activities associated with fund development. The Contractor shall:

1) Pursue funding opportunities:
   a) Take proactive steps to identify major public and private funding opportunities, respond to opportunities, develop proposals, and coordinate with City partners to secure resources to advance economic recovery efforts.
   b) Position the City and entities within Lansing to apply for and receive funding.

2) Improve coordination and collaboration:
   a) Liaise closely with the Community Response Cabinet, City of Lansing departments, commercial districts, LEAP, LEDC, and the Lansing Regional Chamber of Commerce. Support and coordinate related fundraising efforts of these partners and local community-focused organizations.
   b) For partners with less capacity for fundraising, help to build their fundraising capacity through coaching and technical assistance.

3) Matchmaking:
   a) Curate resources and opportunities. Create linkages between opportunities discovered and the most appropriate local entity to pursue an opportunity.

4) Relationship building:
   a) Foster mutually beneficial relationships with current and future partners at the local, state and federal level. Communicate and build relationships with private industry and funders.

5) Build a networked community of businesses:
   a) Understand the business community’s immediate and long-term needs, prioritizing minority-owned businesses and other disproportionately impacted groups.
   b) Understand existing current support structures and how new funds could strengthen existing programmatic and financial supports to businesses.

BILLING STANDARDS

1. The Contractor shall monthly invoice the City. The complete and accurate monthly billing packet for the month invoiced, must contain the following information:
   a. Name of Contractor staff who processes invoices
b. Date  
c. Billing period  
d. Contractor name and address  
e. Total monthly amount for service  
f. Annual fiscal year budget  
g. Total year-to-date amount  
h. Total amount remaining in annual budget  

STAND-ALONE DELIVERABLES  

1. QUARTERLY UPDATE REPORT - Contractor shall provide a quarterly report summarizing major fundraising activities and partner engagement from the prior quarter. The Contractor shall be provided with a template for the report.

2. ANNUAL NARRATIVE REPORT - By the end of contract year, Contractor shall produce a narrative report summarizing efforts and successes. The report shall include information on how the Contractor has worked with local economic development partners and helped to contribute to their success, and a summary of fundraising related successes and challenges. The Contractor shall be provided with a template for the report.

3. WORK PLANS - By the end of month one, Contractor shall develop a work plan for the year. This work plan shall include a logic model, results matrix, or other demonstration of how work activities (inputs) are anticipated to result in achievement of outcome goals associated with the Scope of Work.

4. FUNDRAISING PLANNING - Contractor shall develop, regularly update and share with the City of Lansing materials related to fundraising efforts. At minimum, these materials shall include fundraising prospect lists, funder contact tracking and engagement, pitch decks, and research around partner funding opportunities.

B. Role of the City of Lansing  
The City of Lansing will provide the oversight and support necessary to the selected Contractor to ensure that the Contractor feels supported in achieving the stated objectives for this project. The City anticipates more active involvement will occur during the first two to three months of the contract term.

The City’s formal responsibilities will be outlined in the Contract resulting from this RFP. At this time, the City anticipates it will provide the following:

- Weekly meetings with the Contractor for first three months of contract term, followed by biweekly or monthly meetings throughout the remainder of the contract term.
- Quarterly meetings to review budget, spending to date, and progress toward defined performance measures.
- Access to historical files, tools, and records.
- Executive sponsorship to secure letters of support for proposals, provide feedback, and help to identify proposal fit.
● Membership within the Community Response Cabinet and access to affiliated organizational leadership.
● Connections to economic development partners in Lansing.
● Facilitation and support of public relations and marketing related to fundraising, including video production, social media, and use of City communications channels.
● Technical assistance and coaching in response to challenges that may arise.

If you have additional expectations of resources that the City could provide to increase the likelihood of success, please share in your response.

2.2 Performance Management

A. Performance Metrics

The City expects to achieve the goals outlined in “Section 1.2 Position Objectives” through a collaborative relationship with the selected individual or organization. Key to enhancing collaboration is tracking and regularly discussing performance. The following metrics are examples of metrics that may be used to track Contractor success (to be reviewed on a quarterly basis or more frequently). These metrics, or other metrics to be developed, may factor into Contractor’s receipt of full or partial performance payment amount.

● Metric #1 – Number of applications/proposals developed and submitted
● Metric #2 – Ratio of successful versus unsuccessful grant applications/proposals
● Metric #3 – Number of consultations with local partner organizations
● Metric #4 – Reported increase in fundraising capacity/knowledge of targeted local partner organizations

As a part of the Proposer’s response to this RFP, the Proposer may propose additional or alternative performance metrics to be tracked on a regular basis. The final set of performance metrics and collection frequency will be co-developed by the Contractor and the City.

B. Communication and Monitoring

The City of Lansing Dept. of Neighborhoods & Citizen Engagement Economic Development & Planning will actively work with the Contractor to track progress, flag challenges, and help design course corrections to achieve the stated objectives.

During the regular meetings that occur throughout the term of the contract, it is anticipated that the following topics will be discussed:

● Progress towards objective goals and metrics.
● Discussion and troubleshooting of concerns or challenges.
● Update of work planned and area of focus for next 30 days.
● Review of events and activities on the horizon (next quarter).
● Review of budget and spending year-to-date.
3. Proposal Content and Submission

3.1 Proposal Format

All proposers shall complete the Proposal and Award page(s) and submit all information requested herein in the proposal document in its entirety, **IN ORDER FOR THE PROPOSAL TO BE RESPONSIVE. FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING DECLARED NON-RESPONSIVE AND REJECTED.**

1. **COVER LETTER** Include a one-page cover letter that contains a general statement of the purpose for submission, and the following detailed company information:
   a. **BUSINESS ORGANIZATION** State the full name and address of your organization, and if applicable, any branch office or other subordinate element that will perform or assist in performing the work. Indicate whether you operate as an individual, partnership or corporation; if a corporation, indicate the state in which you are incorporated. If appropriate, state whether you are licensed to operate in the State of Michigan.
   b. **AUTHORIZED NEGOTIATIONS** Include the names and phone numbers of personnel of your organization authorized to negotiate the proposed contract with the Issuing Office.
   c. **WORK ASSIGNMENT (OPTIONAL)** If you are NOT operating as an individual, please provide adequate evidence that one individual will be assigned with over 90% of their time allocated to this position, and that there will be no conflict of interest with other work performed by the organization or firm.

2. **RESUME OR CV** Please ensure that this document includes work experience, education, professional or board affiliations, and relevant volunteer experience. Please highlight any local experience working in Lansing/Michigan or with Lansing/Michigan organizations.

3. **THREE PROFESSIONAL REFERENCES** Please include name, phone, email, affiliation, and short description of when and in what capacity you worked with this individual.

4. **PROPOSAL NARRATIVE** Include responses to all questions outlined below in a proposal narrative of no more than three (3) pages. This page limit applies only to the proposal narrative, and does not include other requested attachments. For ease of readability, please organize your narrative using the questions identified below, listing the question above your response.
   a. What experiences have motivated you to take on this role?
   b. Please describe major successes you have had in the past in securing funds for an organization or cause.
   c. What creative ideas do you have to speed up economic recovery in the City of Lansing based on your knowledge of the local challenges?
   d. How do you plan to prioritize equity in fundraising and recovery efforts?
e. What risks and challenges do you anticipate could be associated with these efforts? How do you propose mitigating those risks and challenges?

5. **COST PROPOSAL** Complete the attached cost proposal.

6. **PROPOSAL AND AWARD PAGE** Provide fully completed, signed copies of the Proposal and Award Page.

7. **NON-COLLUSION AFFIDAVIT** Sign and fill the “Oath and Affirmation.”

8. **ADDITIONAL INFORMATION** Include any information and/or comments believed to be pertinent but not specifically requested elsewhere in the document. Information could include work samples, ideas for tracking performance, or any organizational affiliations that may present a conflict of interest.

### 3.2 Informational Calls and Questions

The City will hold an *optional* informational call to review the RFP, respond to questions regarding the requirements of the RFP, and to share City needs. The call is scheduled for **XX**. Please RSVP to **TO BE ASSIGNED [EMAIL]**.

Any contractual or quote package questions should be directed to Stephanie Robinson at (517) 702-6197. Technical questions may be directed to **TO BE ASSIGNED at [PHONE]**. To ensure a fair and consistent distribution of information, the Department of **Neighborhoods & Citizen Engagement|Economic Development & Planning** will share answers to questions asked with all Proposers.

### 3.3 Deadline for Submission of Proposals

Please submit one (1) PDF copy of your completed proposal with all information included before **2:00 PM local time in effect XXX. X, 2020 by email to XXX**. Please title your email “RFP/20/XXX Submission.” Once your proposal is received, you will receive email confirmation.

The City will consider all proposals submitted after the Proposal Submission Deadline late and will **not review**. Timely submission of proposals is the sole responsibility of the proposer.
3.4 Proposer Checklist

Your proposal should include the following components and documents listed below:

Proposer’s Name: ______________________________________________

<table>
<thead>
<tr>
<th>PROPOSAL CHECKLIST</th>
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<tbody>
<tr>
<td>Follow this sequence in presenting your proposal with the checklist as the Table of Contents. Order your proposal components as indicated on this form.</td>
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</tbody>
</table>

**Table of Contents**

<table>
<thead>
<tr>
<th>PROPOSAL DOCUMENTS</th>
<th>PAGE NUMBER</th>
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<tr>
<td>Cover Letter</td>
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<tr>
<td>Table of Contents/Proposal Checklist (this page)</td>
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<tr>
<td>Resume or CV</td>
<td></td>
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<tr>
<td>Three (3) Professional References</td>
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<td>Proposal Narrative Responses</td>
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<tr>
<td>Cost Proposal</td>
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<td>Required Form - Proposal and Award Page</td>
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<td>Required Form - Non-Collusion Affidavit</td>
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<td>Required Form – Certification Regarding Debarment, Suspension and Other Responsibility Matters</td>
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<tr>
<td>Additional Information (Optional)</td>
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4. Evaluation and Selection Process

4.1 Criteria for Selection

All proposals received shall be subject to an evaluation by the Issuing Office, assisted by other City personnel. The Evaluation Committee shall consider the following factors in making the selection of who will serve in this independent contractor role taking into account that the Respondent is found responsive pursuant to the provisions of Chapter 206 of the City of Lansing's Code of Ordinances:

1: FUNDRAISING/LOBBYING EXPERIENCE AND EXPERTISE (50%)
Based upon the respondent’s overall fundraising and lobbying experience that is relevant to this Scope of Work, including demonstrated expertise in finding opportunities, grant writing, matching opportunities to qualified organizations, and associated reporting requirements. Evidence of success in non-profit or public fundraising. Preferred experience across criteria 1 and 2 shall be at least ten (10) years of work experience.

2: PARTNERSHIP DEVELOPMENT, ECONOMIC AND COMMUNITY DEVELOPMENT, AND/OR STATE AND FEDERAL GOVERNMENT EXPERIENCE AND EXPERTISE (30%)
Referring to the respondent’s experience in partnership development, economic development, community engagement, or economic recovery. We desire an individual (or firm) with knowledge of inclusive recovery, community development, financing for community initiatives, small business development, and understanding of relevant policy topics. Additionally, we seek a demonstrated commitment to public service, and a passion for diversity, equity, and inclusion. The individual (or firm) shall have the ability to work collaboratively with, acknowledge, and leverage the collective experience of City officials, members of the Community Response Cabinet, and other partners.

3. FAMILIARITY WITH LANSING, MICHIGAN OR REGIONAL STAKEHOLDERS AND ISSUES (10 %)
Based upon the respondent’s familiarity with the Lansing area and/or Michigan community and issues, especially as related to economic development. Our preference is for an individual with existing relationships with major organizations working on related issues at the local, state or regional level.

4. FEASIBILITY AND REASONABLENESS OF COST PROPOSAL (10 %)
Referring to the respondent’s planned approach to allocate resources, as demonstrated in the Cost Proposal. The Issuing Office reserves the right to negotiate a final project price and scope in accordance with the City of Lansing code of Ordinances.

4.2 Proposal Review Process

The City of Lansing will designate an evaluation committee to evaluate, score, and rank all proposals received on the criteria outlined above.
Based upon these evaluations, the evaluation committee shall develop a short-list of respondents, which, in its judgment are the most qualified. The evaluation committee will then conduct one or more rounds of interviews with the short-list of respondents. Short-listed respondents may be asked to prepare presentations or written assignments to allow the candidate to demonstrate skills and experience for the evaluation committee.

Interviews and reference checks on short-listed respondents shall help the City of Lansing additionally assess whether the candidates demonstrate the following:

- Effective time management skills, project management experience, and an extremely high level of organization, motivation, creativity and drive. Ability to independently set and execute work plans, and meet deadlines.
- Strong written and verbal communication and facilitation skills, including a high level of professionalism and ability to build trust with different members of the community, inspire partners toward common goals, and consider multiple perspectives.
- Demonstrated transparency and authenticity, including ability to be accountable and empathetic towards others, and seek input from those affected by decisions.
- Ability to make recommendations based on complex or changing information, and ability to consider potential outcomes, risks, and differing agendas among city officials and partners.

Following the committee’s selection, the award of the contract is subject to successful negotiation of the terms and conditions of an agreement. The City will notify all respondents in writing about evaluation results and recommendation of contract award.
5. Terms and Conditions

USE OF RFP FORMS

This packet represents the RFP document. If you choose not to submit a response, please complete and return the “Statement of No Proposal”. If you choose to submit a proposal, then, “Proposal and Award” must be submitted with your proposal.

INTERPRETATIONS FOR ADDENDA

Questions from Respondents regarding this RFP must be submitted to the Buyer, in writing, and must arrive in the Office of Purchasing no later than seven (7) City business days prior to the due date of the RFP. Answers to questions that change or substantially clarify the RFP will be issued as an addendum and will be provided to all prospective respondents. Addenda will be on file in the Office of Purchasing at least five (5) City business days before the proposals are opened. All addenda will be mailed to each person holding Documents, but it shall be the Respondent's responsibility to make inquiries as to the Addenda issued. All such Addenda shall become part of the Contract Documents and all Respondents shall be bound by such Addenda, whether or not received by the Respondent. The Office of Purchasing will respond to telephone inquiries or visitations by vendors or their representatives. The City of Lansing's Office of Purchasing does not commit to answering questions received during the last five (5) business days prior to the proposal due date.

RFPs

a) All proposals must be submitted following the RFP format as stated in this document using figures attached (when provided) and shall be subject to all requirements of this Document including the INSTRUCTION TO RESPONDENTS and GENERAL INFORMATION sections. All proposals must be regular in every respect and no interlineations, excisions, or special conditions shall be made or included in the RFP format by the Respondent.

b) The City of Lansing may consider as irregular any proposal on which there is an alteration of or departure from this RFP Format, as provided in the RFP Documents, and at its option may reject the same.

c) If a Contract is awarded it will be awarded by the City of Lansing to the most responsive proposal on the basis of Section 206 of the City of Lansing Code of Ordinances. The Contract will require the completion of the work pursuant to these documents.

d) Each Respondent shall include in its proposal, in the format requested thereof, the cost of performing the work. The prices set forth in the proposal by the Respondent shall remain effective 90 days from the time of the proposal opening.

PROPOSAL CONTENTS/ ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the respondent's ability to meet the requirements of the RFP. Fancy bindings, colored displays, promotional material, etc., will not receive evaluation credit. Emphasis should be on completeness and clarity of content.

All costs associated in the preparation of the proposal and its contents will be borne by the respondent. The City is not responsible for any costs or fees associated with its preparation or delivery. The contents of the proposal will become the property of the City upon submission. The
The contents of the proposal of the successful respondent will become contractual obligations, if a contract ensues. Failure of the successful vendor to accept these obligations may result in cancellation of the award.

**CORRECTIONS**

Erasures or other changes in the RFP form must be explained or noted over the signature of the Respondent.

**COLLUSIVE AGREEMENTS**

a) Each Respondent submitting a proposal to the City of Lansing for any portion of the work contemplated by the documents on which a Response is based shall execute and attach an affidavit to the effect that it has not colluded with any other person, firm, or corporation in regard to any proposal submitted.

b) Before executing any subcontract, the successful Respondent shall submit the name of any proposed subcontractor for prior approval.

**ORGANIZATION AND FINANCIAL STATEMENT**

Each Respondent shall, upon request of the City of Lansing, submit an ORGANIZATION AND FINANCIAL STATEMENT. The City of Lansing shall have the right to take such steps as it deems necessary to determine the ability of the Respondent to perform its obligations under the Contract, and the Respondent shall furnish the City of Lansing all such information and data for this purpose as it may request. The right is reserved to reject any proposal where an investigation of available evidence or information does not satisfy the City of Lansing that the Respondent is qualified to carry out properly the terms of the Contract, or where the Respondent refuses or fails to furnish the City of Lansing with any evidence or information requested by the City.

**SIGNATURES**

The Proposal and Award page and any proposal notifications, claims or statements must be signed in ink by an official of the proposing organization authorized to bind the respondent to the provisions of the RFP.

**TIME FOR RECEIVING PROPOSALS**

Proposals received prior to the advertised hour of opening will be securely kept unopened. The officer whose duty it is to open them will decide when the specified time has arrived, and proposals received thereafter will not be considered. Late RFPs will be returned to the Respondent unopened. **The City of Lansing is not responsible for delivery delays and the date-stamp clock at the City of Lansing Purchasing office location shall determine the official time of receipt.**

**WITHDRAWAL OF PROPOSALS**

Proposals may be withdrawn on written request dispatched by the Respondent in time for delivery in the normal course of business prior to the time fixed for opening. The proposal guarantees of any Respondent withdrawing its RFP in accordance with the foregoing conditions will be returned promptly.

A proposal, including all pricing, may not be withdrawn, modified or canceled by the vendor for a period of 90 days following the proposal deadline and vendor so agrees upon submittal of the proposal. Once selected, the vendor agrees to extend submitted prices, if needed, during the contract negotiation period.
DEFAULT TO CITY

It is understood that any Respondent who is in default to the City at the time of opening the proposal shall have the proposal declared null and void.

AWARD OF CONTRACTS / REJECTION OF PROPOSALS

a) The Contract will be awarded to the most responsive respondent as determined pursuant to the provisions of Chapter 206 of the City of Lansing's Code of Ordinances, provided such proposal is in the best interests of the City of Lansing to accept it.

b) The City of Lansing reserves the right to reject any and all proposals and to waive any irregularity in proposals received whenever such rejection or waiver is in its best interests. The Respondent to whom the Award is made will be notified at the earliest possible date.

c) The City of Lansing reserves the right to consider as unqualified to perform the Contract any Respondent who does not habitually perform with its own forces twenty-five (25%) of the work involved.

d) The Contract shall not be considered executed unless signed by the Mayor after approval as to form by the City Attorney and certification as to the availability of funds by the City Controller. Signatures on behalf of the City other than those cited above shall not constitute contract execution by the City and the contract shall be null and void.

EQUAL EMPLOYMENT OPPORTUNITY

Attention of Respondents is particularly called to the requirements for ensuring that employees and applicants for employment are not discriminated on any illegal basis including race, color, religion, sex, or national origin as required by the City of Lansing's Ordinance Section 206.21 (see Equal Opportunity Provisions).

TAX LIABILITY

When the terms of this contract involve the lease of property, real or personal, to the City, it is understood that the Lessor shall be solely responsible for the payment of all taxes of any nature whatsoever that accrue on the property during the term of the lease. Sales Tax and Use Tax are applicable in this contract and are the sole responsibility of the provider of services.

CITY ORDINANCE AND CHARTER REFERENCES

All City of Lansing Ordinances and Charter Sections applicable to this RFP are available at the Lansing City Clerk's office for the Respondent's inspection and review, and the Respondent understands that it is its sole responsibility to understand and fully comply with all applicable City of Lansing Ordinance and Charter sections.

NOT TO EXCEED OR NON-APPROPRIATION

The Respondent hereby recognizes that the City is a political body corporate, and that in the event the City fails to appropriate monies sufficient enough to pay its obligations herein, that the City may terminate this agreement without incurring any liability thereof.

TYPE OF CONTRACT

It is proposed that a contract entered into as a result of this RFP will have a fee structure with a specified maximum, not to be exceeded, cost. Negotiations may be undertaken with those Respondents whose proposals as to price and other factors show them to be qualified, responsible and capable of performing the work; and in accord with the City of Lansing Code of Ordinances.
The contract that may be entered into will be that one which is most advantageous to the City, price and other factors considered. The City reserves the right to consider proposals or modifications thereof received at any time before the award is made, if such action is deemed to be in the best interest of the City.

**NEWS RELEASES**

News releases pertaining to this request, or the work to which it relates, will not be made without prior written approval of the issuing office.

**CONTRACT EXTENSIONS**

This contract initial term will be for a period of one year. Contract extensions are subject to mutual agreement between the contractor and the City 30 days prior to contract expiration of each year.

**INCURRING COST**

The City shall not be liable for any costs, including any travel, by the proposer prior to award of contract. The City does not intend to pay for any information obtained, though such may be utilized in determining the award. Total liability of the City is limited to the terms and conditions of this request and any resulting contract.

**NO THIRD-PARTY RIGHTS**

It is agreed and understood that the contract is made solely for the benefit of the City and the Provider of Services; that it is not made for the benefit of any third party; and that no action or defense may be founded upon this contract except by the parties signatory hereto.

**DISCLOSURE OF PROPOSAL CONTENTS**

After contract award, a summary of total price information for all submissions may be furnished upon demand to those Respondents participating in this request. If a proposal contains any information that the Respondent does not want disclosed to the public or used by the City for any purpose other than proposal evaluation, each sheet of such information must be marked with the following legend:

"This information shall not be disclosed outside the City or be duplicated, used or disclosed in whole or in part for any purpose other than to evaluate the proposal; provided, that if a contract is awarded to the respondent, or as a result of, or in connection with the submission of such information, the City shall have the right to duplicate, use or disclose this information to the extent provided in the contract. This restriction does not limit the City's right to use information contained herein if obtained from another source."

**ORAL PRESENTATION**

Respondents who submit a proposal may be required to make an oral presentation of their proposal to the Issuing Office. These presentations will provide an opportunity for the respondent to clarify its proposal to ensure mutual understanding of its contents. The Issuing Office will schedule any such presentations.

**ACCEPTANCE OF PROPOSAL CONTENT**

The contents of the proposal of the successful offerer will become contractual obligations, if a contract is issued. Failure of the successful respondent to accept these obligations will result in cancellation of the award.
**PROJECT CONTROL**

a) The consultant will perform the work under the direction and control of a Project Director designated by the Issuing Office.

b) The Project Director will meet on an agreed upon basis with the consultant's Project Manager for the purpose of reviewing progress and providing necessary guidance to the consultant in solving problems which may arise.

c) The consultant will submit written summaries of progress on an agreed upon basis which outlines the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, problems which have arisen or may arise which should be brought to the attention of the City of Lansing's Project Director, and to request approval for significant deviation from previously agreed upon work plans. In addition, a summary of project costs for completed work and expected costs for the remainder of the work will be included.

**CONTRACT PAYMENT SCHEDULE**

Payment for a contract entered into as a result of this request will be made monthly upon receipt of the consultant's billing statement and progress reports. The consultant's billing statement should include detailed information regarding person-hours expended by classification and by task, as well as information regarding such items as mileage, materials, and other non-overhead costs.

**CANCELLATION**

Cancellation of contract by the City may be for: a) default by the contractor or; b) lack of further need for the service or commodity at the location named in the contract. Default is defined as the failure of the contractor to fulfill the obligations of his/her quotation, contract, or purchase order. In case of default by the contractor, the City may cancel the contract or purchase order immediately and procure the articles or services from other sources and hold the contractor responsible for any excess costs occasioned thereby. In the event the City no longer needs the service or commodity specified in the contract or purchase order due to program changes, changes in laws, rules or regulations, relocation of offices, or lack of funding, the city may cancel the contract or purchase order by giving the contractor written notice of such cancellation 30 days prior to the date of cancellation.

**INDEPENDENT PRICE DETERMINATION**

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

   a. 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 offeror, or with any competitor; and

   b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror, and will not knowingly be disclosed by the offeror prior to award directly or indirectly to any other offeror, or to any competitor; and

   c. No attempt has been made or will be made by the offeror to entice any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

b) Each person signing the proposal certifies either:

   a. They are the person(s) in the offeror's organization responsible within the organization for the decision as to the prices being offered in the proposal, and that
they have not participated and will not participate in any action contrary to "A-1, 2, and 3" above; or

b. They are not the person(s) in the offeror's organization responsible within that organization for the decision as to the prices being offered in the proposal, but that they have 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 "A, 1, 2, and 3" above, and as their agent does hereby so certify, and that they have not participated and will not participate in any action contrary to "A, 1, 2 and 3" above.

c) 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 "A 1 and 2" or "B", above. If "A 2" has been modified or deleted, the proposal will not be considered for award unless the offeror furnishes with the proposal a signed statement which sets forth in detail the circumstances of the disclosure and the Issuing Office determines that such disclosure was not made for the purpose of restricting competition.

**INDEMNITY AND INSURANCE**

**INDEMNITY**

Respondent shall be solely responsible for and shall indemnify, defend and hold harmless the City and LEDC, its agents, officers and employees from and against any and all claims, suits, damages and losses, specifically including, but not limited to those for loss of use of property, for damage to any property, real or personal, for injury to or the death of any person including but not limited to employees and officers of the City and LEDC and for all other liabilities whatsoever including related expenses and actual attorney’s fees in any way sustained or alleged to have been sustained or indirectly, by reason of or in connection with:

1. The performance of the works by or any other activities of the Respondent, its employees or agents or officers including but not limited to the use of any equipment or material furnished by the Respondent; or
2. The presence of Respondent, its employees, agents or officers on the premises of the City or LEDC; whether such claims, suits, damages, losses and liabilities are based upon or result in whole or in part from the active or passive negligence of the City and/or LEDC, its employees, agents or officers or City's strict liability in tort, breach of warranty, breach of contract, duty to indemnify or any other basis or cause whatsoever whereby the City and/or LEDC might be held liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the City and/or the LEDC against liability for damages caused by or resulting from the sole negligence of the City and/or the LEDC, its agents, employees or officials, under circumstances whereby said agreement would be in violation of Michigan Public Act 1966 No. 165, Section 1 (MCLA Section 691.991) if applicable. This provision shall extend beyond the terms of this Agreement.

**INSURANCE**

The selected firm will be responsible for providing certificates of insurance to the City which prove the firm has not less than $1,000,000 coverage for Personal Liability and Property Damage and proof of Worker's Compensation Insurance. The Personal Liability and Property Damage
certificate shall name the City of Lansing as additionally insured and shall carry a twenty (20) day Notice of Cancellation. Proof of insurance, as stipulated above, shall be provided to the City within ten (10) working days of issuance by the City of an Award of Contract. When the City receives proof of insurance, if everything is in order, it will issue a "Notice to Proceed" to the consultant.

Automobile Liability insurance shall be provided and include:

1. Coverage that complies with the requirements of the Michigan No-Fault Law.
2. Coverage for owned, hired, and non-owned vehicles.
3. Residual liability coverage with a combined single limit of at least $1,000,000 for both Bodily Injury and Property Damage.

The consultant shall also provide proof of professional liability insurance, which shall insure against acts which are in the nature of professional services performed by architects and engineers. If a contract is entered into, the consultant shall maintain such professional liability insurance during the life of the contract. Professional Liability Coverage shall be provided in an amount not less than $1,000,000 per occurrence. This coverage may be written on a claims-made basis.
Attachment A:

DATE___________

Please complete Section I or II and Section III.

Section I PROPOSAL AND AWARD Initial: ____

The undersigned, having become thoroughly familiar with and understanding the entire proposal documents attached hereto, agrees to provide the services as specified herein, for the total fees as stipulated herein, subject to negotiation.

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have authority to submit this proposal which will become a binding contract if accepted by the City of Lansing. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City of Lansing that would tend to destroy or hinder free competition.

I hereby state that I have read, understand and agree to be bound by all the terms of this proposal document.

Please initial next to Proposal and Award, sign Section III and submit with your response to this solicitation.

Section II STATEMENT OF NO PROPOSAL Initial: ____

If you do intend to submit a response to this solicitation, please complete this section, initial next to Statement of No Proposal and sign Section III. Please return this page via mail or fax (517.702-6042) by the proposal due date.

We, the undersigned have declined to submit a proposal for the following reason:

_____ Insufficient time to respond to the Request for Proposal.

_____ Our schedule would not permit us to perform.

_____ Other (specify below).

Remarks: ______________________________________________________________________
______________________________________________________________________________
Section III  SIGNATURE

SIGNED: __________________________ NAME: ________________________________

TITLE: ___________________________ DATE: ______________________

FIRM NAME: ____________________________________________________________

ADDRESS: _______________________________________________________________

(Street)               (City)           (State)         (Zip)

PHONE: (_______) _______________________ FAX: (______) _____________________
Attachment B:

COST PROPOSAL

COST AND PRICE ANALYSIS

The information requested in this section is required to support the reasonableness of your quotation. The data will be held in confidence and will not be revealed to or discussed with the competitors. This portion of the proposal must be clearly marked "RFP/20 XXX COST PROPOSAL" and submitted with your RFP. The Cost Proposal Portion must include a task-by-task summary of costs and staff-hour distribution in a readable format as indicated in Figures 1-9 of this document and a task-by-task breakdown of costs in a format as described below:

1. Personnel Costs: Itemize so as to show the following for lead personnel:

   b. Rate per hour


3. Transportation Costs: Show travel costs and per diem separately.

4. Other Direct or Indirect Costs: Itemize.

5. 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 the Instructions, Terms & Conditions section of the RFP to which this proposal is a response."
### Table 1: Example Indicators

Coordinator Performance Indicators, by quarter, all values are cumulative

<table>
<thead>
<tr>
<th>Coordinator Performance Indicators</th>
<th>4th Quarter 2020 Oct-Dec</th>
<th>1st Quarter 2021 Jan-Mar</th>
<th>2nd Quarter 2021 Apr-Jun</th>
<th>3rd Quarter 2021 Jul-Sep</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Number of fundraising applications submitted on behalf of the City of Lansing (Input)</strong></td>
<td>0</td>
<td>5</td>
<td>15</td>
<td>30</td>
</tr>
<tr>
<td>Capacity Building: Number of Women, Minority Owned, Veteran Businesses trained for fundraising (input)</td>
<td>0</td>
<td>10</td>
<td>20</td>
<td>20</td>
</tr>
<tr>
<td><strong>Number of fundraising applications submitted by Lansing stakeholders (Output)</strong></td>
<td></td>
<td></td>
<td>10</td>
<td>15</td>
</tr>
<tr>
<td><strong>Number of successful fund/grant applications in Lansing (Output)</strong></td>
<td></td>
<td></td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td><strong>Economic Coordinator Implementation Plan</strong></td>
<td>Coordinator’s Recovery Support Plan is approved by the Community Response Cabinet</td>
<td>50% of Q1 Objectives met</td>
<td>60% of Q2 Objectives met</td>
<td>70% of Q3 Objectives met</td>
</tr>
</tbody>
</table>