Request for Qualifications (RFQ) for Subcontractor for Business Incubator Grant ("Gateway Grant")

The City of Grand Rapids SmartZoneSM Local Development Finance Authority (the "SmartZone LDFA" or "SmartZone") is seeking a qualified subcontractor to fulfill the requirements of a Michigan Strategic Fund (MSF) Business Incubator Grant (the "Gateway Grant"). The award to a selected subcontractor is also contingent on the SmartZone LDFA receiving supporting funds from the Michigan Economic Development Corporation (MEDC).

The SmartZone LDFA contracts with entrepreneurial service partners to provide services to eligible high-technology companies within the City of Grand Rapids. The selected subcontractor will be expected to form relationships and work collaboratively with these various service providers to offer the services available under this grant to companies in each of those partner's programs. Summary of additional information on the SmartZone is also available on the SmartZone LDFA's webpage under *Contracts* at: https://www.grandrapidsmi.gov/Government/Boards-and-Commissions/SmartZone-Local-Development-Finance-Authority.

To apply for this opportunity, please submit a proposal to econdevshrd@grcity.us by 12:00 pm on Monday, February 20, 2023. Questions must be submitted to the same email address by Wednesday, February 8, 2023, by 12:00 pm.

Please be advised that qualifying applicants may be asked to attend the SmartZone LDFA meeting on Wednesday, March 8, 2023 from 10:30 am – 12:00 pm in City Commission Chambers (9th Floor) of City Hall, 300 Monroe Avenue NW, Grand Rapids, MI 49503. It is anticipated that a subcontractor will be selected at that time, pending approval of the MEDC.

RFP Release Date	January 31, 2023
Deadline for clarifying written questions submitted to	February 8, 2023, 12:00 pm ET
econdevshrd@grcity.us	
Responses to questions received posted on SmartZone webpage	February 10, 2023, 5:00 pm ET
Proposal submission deadline via email to	February 20, 2023, 12:00 pm
econdevshrd@grcity.us	ET
Interviews (60 minutes)	February 27 – March 3, 2023
Targeted Award Notification	March 8, 2023
Contract Start Date	April 1, 2023

Qualifications

To qualify, the applicant must meet the following conditions.

- Operate a business incubator/accelerator program.
- Be either a non-profit corporation or a Michigan institution of higher education.
 - If a non-profit corporation, be either duly organized under the laws of Michigan or a foreign non-profit corporation duly authorized to transact business in Michigan.
- Be located within the Grand Rapids SmartZone Certified Technology Park (interactive map available here).
- Certify that it is not an Iran-linked business as defined in MCL 129.312.
- Cannot have a MSF Business Incubator Grant that ends April 1, 2023 or later.

Subcontract Term & Budget

The subcontract term shall begin on April 1, 2023 and end on March 31, 2024, with the options for two (2) additional one (1) year terms, dependent on additional support received from the MEDC and approval by the SmartZone LDFA. The total annual budget shall not exceed \$205,000.

Proposal

Proposals shall include the following information:

- Applicant's qualifications.
- Applicant's experience with technology-based (as defined in Exhibit A by the 21st Century Jobs Trust Fund attached) business incubation/acceleration.
- Commitment to meeting the milestones and metrics outlined below.
- Proposed budget for this work.
 - Indirect costs will be limited to a ten percent (10%) maximum.
- Disclosure in accordance with:
 - Possible conflicts of interest,
 - o Material defaults or breaches of any contracts,
 - o Criminal litigation, investigation, or proceeding under Sarbanes-Oxley Act,
 - Civil litigation, arbitration, or proceeding, and
 - Investigations by the Internal Revenue Service or any other federal or state taxing body or court.

Key Person

The successful applicant will have no more than 30 days to identify a key person to serve as the gateway representative. The key person should have at least one (1) year of experience working with technology start-up or early stage companies. The minimum duties of the gateway representative are as follows.

- Identifying and attracting high-technology entrepreneurs as clients with the use of the MEDC's Advanced Technology Company Matrix (attached as Exhibit B);
- Helping those clients navigate through the entrepreneurial ecosystem and apply for BAF, First Capital Fund, Pre-Seed Fund, and federal grants (e.g. SBIR/STTR);
- Supporting BAF, First Capital Fund, and Pre-Seed Fund activities;
- Attending MEDC SmartZone and Gateway Representative meetings; and
- Collecting, monitoring, and reporting to the MEDC and SmartZone every six (6) months on dollars leveraged, new companies created, companies expanded, companies served, jobs created, jobs retained, average salary of new jobs, average salary of retained jobs, new sales, and funding obtained by client companies, including amount and source of such funding, as well as the names and amounts of companies funded by the program.

If the applicant has already identified a key person, please include the following additional information in your proposal.

- Key person's resume
- Provide at least three (3) references from high-technology companies the key person has provided direct business services to within the last two (2) years.
- If the key person does not have the required experience, propose a process whereby they would be coached by a service provider (the applicant or otherwise) to work with technology companies. Such a process will be subject to approval by the MEDC and SmartZone LDFA.

Conditions

Award will be subject to the following conditions.

- Approval of applicant and key person by the MEDC.
- Additional matching funds provided from the MEDC to the SmartZone LDFA.
- Successful completion of a due diligence review, which may include a criminal and civil background check of the applicant and certain key personnel.
- Final execution of a contract.
- Filing a delayed, incomplete, or incorrect report may result in a loss of this contract.
- Annual site visits by the MEDC Grant Manager.

Definitions

The following definitions are intended to provide clarification on the metrics below.

- Companies created new companies served that registered with the Michigan Department of Licensing and Regulatory Affairs (LARA) in the past twelve (12) months. The date a business is registered can be determined by searching LARA's database at cofs.lara.state.mi.us/corpweb/CorpSearch/CorpSearch.aspx.
- New companies served companies served during the current reporting period that have not been served by the gateway representative during a previous

- reporting period. A company created can also be counted as a new company served. These two metrics are not exclusive.
- Total companies served new companies served plus companies served during the current reporting period that have also been served by the gateway representative during a previous reporting period.
- Jobs created total number of jobs at the companies created plus the number of jobs added during the reporting period at any of the other companies served by the gateway representative within the reporting period.
- Events hosted events may be hosted in collaboration with another entity. The selected subcontractor does not have to be the primary entity hosting the event; as long as they are a participant, the event may be counted.

Milestones & Metrics

April 1, 2023 – September 30, 2023

Target milestones and metrics for this reporting period are as follows.

Milestones	Metrics
Launch gateway services	 Number of companies created = 5
Build relationships with partner	 Number of new companies served = 10
organizations, startup companies, and	 Number of jobs created = 15
entrepreneurs	Total of follow-on funding/new capital =
 Develop relationships with venture 	\$200,000
capitalist (MAF 1, Grand Angels, etc.)	 Number of events hosted by incubator
Create a marketing and communication	= 5
strategy	 Number of events, conferences,
Hold monthly Entrepreneurial Services	attended by gateway rep. = 5
Organization (ESO) meetings	
Match entrepreneurs with mentors and	
make referrals to other services	

October 1, 2023 - March 31, 2024

Target milestones and metrics for this reporting period are as follows.

Milestones	Metrics
Maintain gateway services	Number of companies created = 5
 Maintain relationships with partner 	• Number of new companies served = 10
organizations, startup companies, and	• Number of total companies served = 18
entrepreneurs	Number of jobs created = 15
 Maintain relationships with venture 	
capitalist (MAF 1, Grand Angels, etc.)	

- Implement marketing and communication strategy
- Hold monthly Entrepreneurial Services Organization (ESO) meetings
- Match entrepreneurs with mentors and make referrals to other services
- Mine technology and talent from partner organizations and/or participating private businesses

- Total of follow-on funding/new capital = \$250,000
- Number of events hosted by incubator
 = 5
- Number of events, conferences, attended by gateway rep. = 5

General Instructions

All information in a proposal and any subsequent contract is subject to the provisions of the Freedom of Information Act, PA 442 of 1976, as amended, MCL 15.231 *et seq.* or latest revision thereof. Companies shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

The SmartZone reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers of information are provided, or if departments are contacted prior to bid opening. All proposals submitted shall include the SmartZone's RFQ document and in the format requested-no exceptions. Any submitted proposal not including the SmartZone form may be rejected as non-responsive.

No separate agreements shall be recognized unless they are included in the proposal for analysis and review, prior to contract award. The SmartZone shall not be bound by any part(s) of any Company's response to the RFQ which contains information, options, conditions, terms, or prices not requested nor required in the RFQ unless such conditions are agreed to by both parties prior to entering a contract.

All documents and submittals provided with the RFQ response shall become the property of the SmartZone and shall be subject to public inquiry and dissemination as required. Any response that is submitted in full as "confidential" or "proprietary" shall be rejected as non-responsive- no exceptions.

Communication Restriction:

The SmartZone's Executive Director shall be the sole point of contact for purposes of information concerning this RFQ. From the date that this RFQ is issued until the date the Contract is awarded, interested parties shall not contact any SmartZone board members, City of Grand Rapids appointed or elected officials, or employees of the City of Grand Rapids for additional information concerning this RFQ, except in writing directed only to the contact listed herein. Any requests for clarification or additional information regarding this RFQ shall be directed in writing. If a prospective Proposer

engages in any unauthorized communication, the SmartZone may unilaterally reject that Respondent's proposal(s).

Cost of Preparation:

The Proposer shall be responsible for any and all costs incurred in the development and submission of any response. The SmartZone assumes no contractual obligation as a result of the issuance of the solicitation, the preparation or submission of a response by a Proposer, the evaluation of an accepted response, or the selection of finalists. The SmartZone shall not be contractually bound until the SmartZone and the successful Proposer have executed a written Contract for performance of work.

Discrepancies or Omissions:

If a Proposer should find discrepancies or omissions in these documents, he/she should at once notify the SmartZone. The Proposer is required to furnish any information regarding any additional costs not covered herein by the SmartZone with their proposal. It is the SmartZone's intent for all costs to be included herein. Any costs not included herein may not be considered allowable costs under any contract.

Non-Collusion:

By signed submittal and completion of this document, the Proposer certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair, and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Proposer understands collusive bidding is a violation of Federal Law and that any false statement thereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

RFQ Cancellation:

The SmartZone reserves the right to cancel this RFQ and/or any planned award for any or no reason as it deems in its own best interests, at no additional cost to the SmartZone. Such cancellation notice shall be provided to all respondents prior to final contract execution.

Economy of Responses:

Responses and presentations should be prepared simply and economically, providing a straightforward and concise description of the Proposer's capabilities to satisfy the requirements of the solicitation. Emphasis should be placed on completeness and clarity of content.

Multiple Responses:

Multiple responses, defined as the submission by the same Proposer of two or more responsive proposals offering an alternative which meet the requirements of the solicitation, will be considered. Multiple responses shall be submitted separately and will be evaluated as independent proposals.

Reserved Rights:

The SmartZone reserves the right to request any additional information which might be deemed necessary after responses are submitted as it deems in its own best interests to do so.

Further, the SmartZone, as it deems in its own best interest, reserves the right to:

- 1. Reject any or all RFQs.
- 2. Issue subsequent RFQs.
- 3. Postpone opening for its own convenience.
- 4. Remedy technical errors in the RFQ process.
- 5. Approve or disapprove the use of subcontractors.
- 6. Solicit best and final proposals from all or some of the Proposers.
- 7. Award an agreement in its own best interests.
- 8. Waive informalities and irregularities in responses and/or services proposed.

The SmartZone reserves the right to request and check all references furnished and consider responses received in determining the award. The SmartZone reserves the right to perform investigations as may be deemed necessary by the SmartZone to assure that competent persons will be and are utilized in the performance of any Agreement and to verify the accuracy of the contents of responses.

Questions:

Any formal requests for clarification, questions, or additional information regarding this RFQ solicitation shall be submitted in writing no later than **February 8, 2023, at 12:00 p.m.**, to econdevshrd@grcity.us

Submittal Deadline:

The SmartZone requires electronic responses emailed to econdevshrd@grcity.us. Proposal responses and submittals shall be received and date-stamped by no later **February 20, 2023, at 12:00 pm**.

All responses, documents, terms, and information related to the Proposer's response to this RFQ shall be submitted with the response package prior to the submission deadline. No separate schedules, agreements, terms, conditions, etc., shall be recognized or accepted if not initially submitted with the response to this RFQ.

Late Proposals, Modifications, or Withdrawal

Proposals received after the submission deadline will not be accepted or considered. Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified shall be sealed and submitted to the SmartZone prior to the proposal submission deadline.

Solicit Evaluation/Award:

The SmartZone reserves the right to award to any proposer, or multiple proposers, for these services as it deems in its own best interests to do so. Upon initial award recommendation by the internal review team, the SmartZone may, at its sole discretion, provide appropriate notice by email.

The SmartZone reserves the right to award in total, to reject any and all responses in whole or in part, and to waive any informality or technical defects, if, in the SmartZone's sole judgment, the best interests of the SmartZone will be served. The solicitation file shall contain the basis on which the award is made. The award of this RFQ and any subsequent contract shall be at the sole discretion of the SmartZone.

Review for Defects: Submitted responses will be reviewed for their timeliness, format, completeness, and the correct number of submittal copies. Responses may be rejected by being late, incomplete, incorrectly formatted, or incorrect number of copies. This review may waive any defects or allow vendors to submit a correction if determined in the best interest of the SmartZone. If a late response is rejected, the response will not be opened or evaluated for format or completeness.

Evaluation and Review: An evaluation committee, formed at the SmartZone's sole discretion, will evaluate, and review each response that has passed review for defects. The evaluation and award for this solicitation shall be made to the proposal whose response is determined in writing to be the best value for the SmartZone, as determined solely by the evaluation committee, taking into consideration the evaluation factors set forth in this document.

Interview/ Presentation: Proposers who are selected for an interview and presentation by the evaluation committee (at the committee's sole discretion) will be provided the opportunity to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The SmartZone will schedule the time for the selected Proposers in advance, including exact date and time, as well as any specific questions or requirements.

The commencement of discussions or the scheduling of presentations does not signify a commitment by the SmartZone to award or to continue discussions with the Proposer. Oral presentations are an option of the SmartZone and may or may not be conducted. The evaluation committee reserves the right to re-rank proposals selected for interview, based on the results of the presentations in consideration of the final award. Failure to comply with the presentation request shall result in the RFQ being rejected as non-responsive.

Negotiations: The SmartZone reserves the right to select the response that best fits the requirements of the SmartZone, and upon recommendation for award, enter contract negotiations, and/or request revised responses from the recommended Proposer. If the SmartZone and the recommended or selected Proposer cannot negotiate a successful contract, the SmartZone may terminate said negotiations and begin negotiations with another recommended selected Proposer. This process will continue until a contract acceptable to the SmartZone has been executed or all selected responses are rejected. No Proposer shall have any rights against the SmartZone arising from such negotiations or termination thereof.

Debriefing: Upon the RFQ opening date, a tabulation of respondents by company name will be made available; review of submittals will not be allowed at that time. The entire solicitation file, including responses, submittals, ratings, and justifications of award will become public information, and may be available for review upon request, only after final award approvals are completed. Debriefing requests shall be by appointment only.

Conflict of Interest

By signing below, the Contractor represents that:

No officer, director, employee, agent, or other Contractor of the City or the SmartZone or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other Contractor of the City or of the SmartZone, or of the State of Michigan (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- a. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- b. is an employee, agent, advisor, or Contractor to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the SmartZone, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the SmartZone with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the SmartZone's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by other applicable law, the stricter standard shall apply.

In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the SmartZone's Executive Director. Contractor shall thereafter cooperate with the SmartZone's review and investigation of such information and comply with the instructions Contractor receives from the Executive Director in regard to remedying the situation.

Conflict/Non-Conflict of Interest Statement: Check One

AUTHORIZED SIGNATURE

Community of Marie Community of Marie Community Communit
[] To the best of our knowledge, neither the undersigned firm, nor any of its officers or principals, has a potential conflict of interest due to any other clients, contracts, or property interest for this project.
OR
[] The undersigned firm, or one or more of its officers or principals, <u>BY ATTACHMENT TO THIS FORM</u> , submits information which <u>may</u> be a potential conflict of interest due to other clients, contracts, or property interest for this project.
COMPANY NAME
NAME (PRINT OR TYPE)
TITLE

Exhibit A

Advanced Automotive, Manufacturing, Materials, Information, and Agricultural Processing Technology Definitions

"Advanced Automotive, Manufacturing, Materials, Information, and Agricultural Processing Technology" means any technology that involves one (1) or more of the following:

- Materials with engineered properties created through the development of specialized process and synthesis technology
- Nanotechnology, including materials, devices, or systems at the atomic, molecular, or macromolecular level, with a scale measured in nanometers
- Microelectromechanical systems, including devices or systems integrating microelectronics with mechanical parts and a scale measured in micrometers
- Improvements to vehicle safety, vehicle performance, vehicle production, or environmental impact, including, but not limited to, vehicle equipment and component parts
- A new technology, device, or system that enhances or improves the manufacturing process of wood, timber, or agricultural-based products
- Any technology that involves an alternative energy vehicle or its components, as alternative energy vehicle is defined under <u>Section 2 of the Michigan NextEnergy authority act</u>, <u>2002 PA</u> 593, MCL 207.822
- Advanced computing or electronic device technology related to advanced automotive, manufacturing materials, information, and agricultural processing technology
- Design, engineering, testing, or diagnostics related to advanced automotive, manufacturing, information, and agricultural processing technology
- Product research and development related to advanced automotive, manufacturing, information, and agricultural processing technology

"Alternative Energy Vehicle" includes the following:

- "Alternative Fueled Vehicle" A motor vehicle that can only be powered by a clean fuel energy system and can only be fueled by a clean fuel
- "Fuel Cell Vehicle" A motor vehicle powered solely by a fuel cell energy system
- "Electric Vehicle" A motor vehicle powered solely by a battery cell energy system
- "Hybrid Vehicle" A motor vehicle that can only be powered by 2 or more alternative energy systems
- "Solar Vehicle" A motor vehicle powered solely by a photovoltaic energy system

- "Hybrid Electric Vehicle" A motor vehicle powered by an integrated propulsion system consisting of an electric motor and combustion engine. Hybrid electric vehicle does not include a retrofitted conventional diesel or gasoline engine. A hybrid electric vehicle obtains the power necessary to propel the motor vehicle from a combustion engine and one (1) of the following:
 - o A battery cell energy system
 - o A fuel cell energy system
 - o A photovoltaic energy system

"Advanced computing" means any technology used in the design and development of one (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.

Alternative Energy Technology Definitions

"Alternative Energy Technology" means applied research or commercialization of new or next generation technology in 1 or more of the following:

- Alternative energy technology as that term is defined in <u>Section 2 of the Michigan NextEnergy</u> <u>Authority Act, 2002 PA 593, and MCL 207.822</u> [see below)]
- Devices or systems designed and used solely for the purpose of generating energy from agricultural crops, residue and waste generated from the production and processing of agricultural products, animal wastes, or food processing wastes, not including a conventional gasoline or diesel fuel engine or retrofitted conventional gasoline or diesel fuel engine
- A new technology, product, or system that permits the utilization of biomass for the production of specialty, commodity, or foundational chemicals or of novel or economical commodity materials through the application of biotechnology that minimizes, complements, or replaces reliance on petroleum for the production. Alternative Energy Technology also includes a new technology, product, or system that utilizes wind energy
- Advanced computing or electronic device technology related to alternative energy technology
- Design, engineering, testing, or diagnostics related to alternative energy technology
- Product research and development related to alternative energy technology

"Alternative Energy Technology" means equipment, component parts, materials, electronic devices, testing equipment, and related systems that are solely related to the following: (*Note: See 2002 PA 593 for complete definitions*)

- The storage or generation of hydrogen for use in an alternative energy system
- A microgrid as defined as lines, wires, and controls to connect 2 or more alternative energy systems
- The process of generating and putting into a usable form the energy generated by an alternative energy system. Alternative energy technology does not include those component parts of an alternative energy system that are required regardless of the energy source

"Alternative Energy Systems" include the following:

- Fuel Cell Energy System One (1) or more fuel cells or fuel cell stacks and an inverter or other power conditioning unit. A fuel cell energy system may also include a fuel processor
- Photovoltaic Energy System A solar energy device composed of one (1) or more
 photovoltaic cells or photovoltaic modules and an inverter or other power conditioning
 unit. A photovoltaic system may also include batteries for power storage or an electricity
 storage device
- Solar-Thermal Energy System An integrated unit consisting of a sunlight collection device, a system containing a heat transfer fluid to receive the collected sunlight, and heat exchangers to transfer the solar energy to a thermal storage tank to heat or cool spaces or water or to generate electricity
- Wind Energy System An integrated unit consisting of a wind turbine composed of a rotor, an electrical generator, a control system, an inverter or other power conditioning unit, and a tower, which uses moving air to produce power
- CHP Energy System An integrated unit that generates power and either cools, heats, or controls humidity in a building or provides heating, drying, or chilling for an industrial process that includes and is limited to both of the following:
 - o An absorption chiller, a desiccant dehumidifier, or heat recovery equipment
 - One of the following:
 - An internal combustion engine, an external combustion engine, a microturbine, or a miniturbine, fueled solely by a clean fuel
 - A fuel cell energy system
- Microturbine Energy System A system that generates electricity, composed of a compressor, combustor, turbine, and generator, fueled solely by a clean fuel with a capacity of not more than 250 kilowatts. A microturbine energy system may include an alternator and shall include a recuperator if the use of the recuperator increases the efficiency of the energy system
- Miniturbine Energy System A system that generates electricity, composed of a compressor, combustor, turbine, and generator, fueled solely by a clean fuel with a capacity of not more than 2 megawatts. A miniturbine energy system may also include an alternator and a recuperator
- Stirling Cycle Energy System A closed-cycle, regenerative heat engine that is fueled solely by a clean fuel and uses an external combustion process, heat exchangers, pistons, a regenerator, and a confined working gas, such as hydrogen or helium, to convert heat

- into mechanical energy. A Stirling cycle energy system may also include a generator to generate electricity
- Battery Cell Energy System One or more battery cells and an inverter or other power conditioning unit used to perform 1 or more of the below functions:
 - o Propel a motor vehicle or an alternative energy marine propulsion system
 - o Provide electricity that is distributed within a dwelling or other structure
 - o Provide electricity to operate a portable electronic device including, but not limited to, a laptop computer, a personal digital assistant, or a cell phone
- "Battery Cell" means a closed electrochemical system that converts chemical energy from oxidation and reduction reactions directly into electric energy without combustion and without external fuel and consists of an anode, a cathode, and an electrolyte
- Clean Fuel Energy System A device that is designed and used solely for the purpose of generating power from a clean fuel. Clean fuel energy system does not include a conventional gasoline or diesel fuel engine or a retrofitted conventional diesel or gasoline engine
- Clean fuels are defined as:
 - o Methane
 - o Natural gas
 - o Methanol neat or methanol blends containing at least 85% methanol
 - o Denatured ethanol neat or ethanol blends containing at least 85% ethanol
 - Compressed natural gas
 - o Liquefied natural gas
 - Liquefied petroleum gas
 - Hydrogen
- Electricity Storage System One or more electricity storage devices and inverters or other power conditioning equipment. An "electricity storage device" means a device, including a capacitor, that directly stores electrical energy without conversion to an intermediary medium
- "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.

Homeland Security/Defense Technology Definitions

"Homeland Security and Defense Technology" means technology that assists in the assessment of threats or damage to the general population and critical infrastructure, protection of, defense against, or mitigation of the effects of foreign or domestic threats, disasters, or attacks, or support for crisis or response management, including, but not limited to, one (1) or more of the following:

- Sensors, systems, processes, or equipment for communications, identification and authentication, screening, surveillance, tracking, and data analysis
- Advanced computing or electronic device technology related to homeland security and defense technology
- Aviation technology, including, but not limited to, avionics, airframe design, sensors, early warning systems, and services related to homeland security and defense technology
- Design, engineering, testing, or diagnostics related to homeland security and defense technology
- Product research and development related to homeland security and defense technology

"Advanced Computing" means any technology used in the design and development of one (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.

Life Sciences Technology Definitions

"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, umbilical cord blood 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 <u>2685 of the public health code</u>, <u>1978 PA 368, MCL 333.2685</u>
- Activities prohibited under Section <u>2688 of the public health code</u>, <u>1978 PA 368</u>, <u>MCL 333.2688</u>
- Activities prohibited under Section <u>2690 of the public health code</u>, <u>1978 PA 368, MCL 333.2690</u>
- Activities prohibited under Section <u>16274 of the public health code</u>, <u>1978 PA 368</u>, <u>MCL 333.16274</u>
- 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 399A, or one (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.

Exhibit B

Definition of an Advanced Tech Company for purposes of identifying the client niche of Smart Zones and MEDC Entrepreneurship & Innovation Programs

A business in which sophisticated technological research and development brings forth a breakthrough technology that serves as a foundation for disruptive products and/or processes, often for multiple markets. The technology typically involves defensible intellectual property that contributes to a strong competitive advantage in very large markets, and serves as a foundation for a highly scalable business.

The purpose of this scale is to determine to what degree the company fits the "Advanced Technology Company" classification.

NOTE: It is NOT intended to assess the strength or progress of the company.

The Matrix lists characteristics of Advanced Technology Companies that are weighted as follows:

- 2 Technological sophistication/state of the art
- 1.25 Platform technology potential
- 1.5 Disruptive potential (significant improvement over status quo)
- 0.5 Technology potential to serve as foundation for a highly scalable business
- 0.5 Large Market potential
- 1 Intellectual property is defensible

For each category, user should highlight the box that best describes their company and enter a score of 1 thru 5 in column B. NOTE: Does not have to be a w

The columns to the right of the scoring box provide guidance for how to score a company. There will be situations where none of the descriptions are an exact fit and the user should use their best judgment in such cases. A comments box is included.

The following guidelines should be followed regarding the company's score

Below 15 – likely does not qualify for most MEDC E&I programs and cannot be used to meet grant milestones and metrics- contact your grant manager if 15 thru 23 – Innovative product/innovative business companies – likely qualifies for most MEDC E&I programs though might not be appropriate for maxing Above 23 – Advanced Tech companies – qualifies for full support from MEDC E&I programs



The matrix includes descriptions of what might constitute each score from 0 to 5. The descriptions cannot possibly capture every situation you encounter. Therefore, your company might receive a score in which the description in the corresponding cell does not accurately describe your company's technology. Ultimately, you should use your best judgment in determining the score from 0 to 5.

The purpose of this scale is to determine to what degree the company fits the "Advanced Technology Company" classification. It is NOT intended to assess the strength or progress of the company. A company that receives a very high score may be considered for full support from MEDC E&I programs but still may need to meet other criteria that that the E&I program requires. Example - a company that receives a maximum matrix score of 35 may be considered for a \$50K BAF engagement, but to be approved, it will likely need to convey validation of the technology; validation of the market demand; a solid commercialization strategy; serious interest from investors, partners, or customers, and a strong argument that the BAF services will help the company achieve important milestones.

0

For BAF - a company with a score of 15 may be considered for a maximum of approximately \$10K in service. A company with a score of 23 may be considered for a maximum of around \$25K in service. A company with a score of 35 may be considered for a maximum of around \$50K in service.

	Enter Score 0-5	Weighted Score	0	1	2	3	Д	5	Comments (optional)	Training Notes
Technological sophistication - advancing the state of the art	Score o s	0	Product already exists	Knowledge required to develop minimum viable product/proof of concept is widely available.	lyighte product/proof of concept is	Only people with sophisticated in skill in the art (i.e. 75th percentile) have knowledge required to develop minimum viable product/proof of concept.	minimum viable product/proof of concept is not available.		comments (optional)	Only look at the technology itself - not who developed it, who owns it, if anyone has even started developing it, or if it's even possible. For example, a "perpetual motion machine" would get a score of 5 Consider MVP version of the product or core value behind it when determining "knowledge required". Highly sophisticated engineers could make the product better and better, but for purposes of this matrix, we are just toking at a base level version. Ask your client, "if all you had was just the idea, how hard would it be for you to find someone capable of making an MVP or prototype?"
Platform technology potential		0	No practical use for the technology.	One product (or multiple similar products) - One market.	One product (or multiple similar product - More than one similar markets.	Several distinct products, but primarily in one market (or similar markets). OR one product in multiple unique markets.	Several products and several unique markets, though value varies considerably among markets.	Several high value products in several unique markets.		You will encounter instances that aren't captured in the descriptions here (for example, "2 products, 2 markets") so use your best judgment on fit btw 1-5 Technologies that serve as the foundation for several very similar products should receive lower scores than technologies that serve as the foundation for a few very different products. Some technologies may be "ahead of their time" and aren't strong platform technologies today, but may become so in the future. These can be reassessed if that happens.
Disruptive potential - level of improvement over status quo		0	No identifiabl benefit.	Benefit is strictly e based on user preference.	Incremental improvement.	Significant improvement for direct customers.	Significant improvement for customers and enables many new high-value possibilities.	Potential for major industry disruption.		A score of 4 would be for improvements to enabling technologies. A couple of exmaples of enabling technologies include sensors and 3D printing - sensors enable connected devices, automation, loT, etc., and 3D printing allows for decentralized manufacturing. A technology that enables sensors to be smaller, or have lower power requirements expands the potential applications for sensors. A technology that allows for 3D printing to use new materials or print larger structures expands the potential applications for 3D printing. To receive a score of 5, the improvements should be massive or be a brand new enabling technology category. A score of 5 will not be common.
Ease of scalability - Consider what scalability challenges a company might face. Challenges include these and others: 1. Capital requirements. 2. Need to create/educate market. 3. Specialized skill. 4. Large external infrastructure requirements. 5. Large inventory requirements. 6. Lack of established value chain. 7. Labor intensive. 8. Value to users requires critical mass of users. 9. Limited opportunity for recurring revenue. 10. Limited revenue opportunity per customer product is low price.		0	Cannot exceed self employment.	Not likely to exceed self-employment	Service model and/or lifestyle business.	Product model - significant level of scalability challenges.	Product model - moderate level of scalability challenges.	Product model - minimal level of scalability challenges.		Scalability does not necessarily look at market size, but rather how well the technology lends to a company that can take advantage of the opportunity. As you score scalability, you can assume the opportunity is massive (the actual market size gets addressed in the next line). Product companies are generally far more scalability than service companies. But scalability is about more than production. A business whose only customers can only be sold to through a very long and expensive direct sales approach is not as scalable as a company whose customers purchase through a well established and efficient distribution chain. Consider availability of critical materials - companies dependent on rare metals, for example, have scalability challenges.
Market potential		0	No market.	Very small market (<\$25M)	Small market (\$25M - \$100M)	Moderate market (\$100M - \$500M)	Moderate, growing market (\$500M - \$1B)	Large, growing market (\$1B+)		Make sure to consider the addressable market, not the entire market. We're not looking at the size of the housing market when your client is selling doorknobs.
Strength of intellectual property – technology that is a company asset. For purposes of this matrix, trademarks and copyrights usually are not relevant. The following are characteristics that contribute to IP strength: 1. Likely to meet novel, non-obvious, and useful requirements for USPTO. 2. Patents are or would be difficult to duplicate/work around. 3. Trade secrets difficult to access and/or reverse engineer. 4. It's easy to determine if patents are violated by others. 5. Patent coverage is or would be broad. 6. An IP portfolio (combination of the above).		0	No IP ownership	Not likely to meet USPTO novel or non- obvious criteria - or design patent only.	Possible IP ownership, but minimal IP strength.	Moderate IP strength.	Strong IP.	Very strong IP.		Often referred to as "the secret sauce", Intellectual property takes many forms and there are many strategies to protect it, not all of which involve the USPTO. You are assessing whether the company's intellectual property lends well to a strategy that will defend the company's space in the market. We cannot always accurately predict whether the USPTO will issue a patent, but please make educated guesses. Challenge your client to convey that their IP is strong given the characteristics listed here.