



Brownfield Redevelopment Authority

REQUEST FOR QUALIFICATIONS & COST PROPOSAL

BROWNFIELD REDEVELOPMENT CONSULTING SERVICES

October 9, 2018

I. PROCEDURES

A. ISSUING ENTITY

The City of Manistee Brownfield Redevelopment Authority (“CMBRA”) is the entity issuing the RFQ/P.

B. DEADLINE FOR RECEIPT OF PROPOSALS

The deadline for receipt is Friday, October 26, 2018 2:00 PM EST

C. SUBMISSION AND RECEIPT OF PROPOSALS

For a submission to receive consideration, it must be received prior to the deadline. No late submissions will be accepted. An authorized officer of the Consultant shall sign the Certification and all proposal forms. Proposals must be clearly labeled **“QUALIFICATIONS & COST PROPOSAL – BROWNFIELD REDEVELOPMENT CONSULTING SERVICES”**. Both electronic and paper copies shall be submitted. One complete copy of the proposal, including all attachments must be submitted in PDF format and submitted to ebradford@manisteemi.gov. Two (2) sealed paper copies shall be submitted and mailed or delivered to the:

City of Manistee Brownfield Redevelopment Authority
Attn: Heather Pefley, City Clerk
70 Maple Street, Manistee, MI 49660.

Proposals are considered received when in the possession of the City of Manistee, City Clerk’s office.

D. TIMELINE:

The timeline for the CMBRA RFQ/P is as follows:

October 9, 2018	RFQ/P Issued
October 22, 2018	Questions/Inquiries Due Date
October 26, 2018	Responses Due Date
October 26-29, 2018	Review Responses
October 30, 2018	CMBRA Board Considers Proposals

E. OFFICIAL DOCUMENTS

The CMBRA officially distributes proposal documents via the City of Manistee’s website. Copies of all official documents will also be available at the City of Manistee City Hall, 70 Maple Street, Manistee, MI 49660 at the City Clerk’s office.

The CMBRA cannot guarantee the accuracy and is not responsible for any errors contained in any information received from alternate sources.

F. INTERPRETATION OF PROPOSAL AND/OR CONTRACT DOCUMENTS

Any interpretation to a proposer regarding the RFQ/P or any part thereof is valid only if given by the CMBRA’s Administrator (“Administrator”). Any information given by other sources is unofficial. Interpretations may or may not be given orally and may be written depending on the nature of the inquiry. Interpretations that could affect other proposers will be in writing and issued by the Administrator. All inquiries shall be made within reasonable time prior to the stated deadline in order that a written response in the form of an addendum, if required, can be processed before proposals are opened. Inquires received that are not made in a timely fashion may or may not be considered. Any inquiries related to this RFQ/P should be sent to:

City of Manistee Brownfield Redevelopment Authority
Attn: Edward Bradford
70 Maple Street, Manistee, MI 49660;

or by email to ebradford@manisteemi.gov; or phone at 231 398-9839.

G. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this RFQ/P will be posted on the City website and will also be on file in the City Clerk’s Office. It shall be the proposer’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda.

H. ALTERNATES

Proposers are cautioned that any alternate proposal, unless requested by the CMBRA, or any changes, insertions, or omissions to the terms and conditions, specifications, or any other requirements or this RFQ/P, may be considered non-responsive, and at the opinion of the CMBRA, may result in rejection of the proposal.

I. ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically providing a straightforward concise description of the proposer’s ability to meet the requirements of the RFQ/P. Decorative bindings, colored displays, promotional material, etc., are discouraged and they may result in loss of evaluation credit. Emphasis should be on completeness and clarity of the contents.

J. AWARD

Proposals will be reviewed by an internal committee where proposers will be evaluated and ranked. Proposing firms may be asked to participate in an interview to further discuss qualifications and to answer questions from the committee. The contract will be awarded to the responsible, responsive firm whose proposal,

conforming to this solicitation, will be most advantageous to the CMBRA, price and other factors considered.

The CMBRA reserves the right to accept or reject any or all proposals, in part or whole and to waive informalities and minor irregularities in bids received.

K. WITHDRAWAL

Proposals may only be withdrawn by written notice prior to the date and time set for the submission of proposals. No proposal may be withdrawn after the deadline for submission.

L. DEFAULT

No bid or proposal shall be accepted from any party (contractor) who is in default on the payment of taxes, licenses or other monies due the City of Manistee.

M. NON-COLLUSION CLAUSE

By signing and submitting this proposal, proposer states that his proposal is genuine and not collusive or sham; such proposer has not colluded, conspired, connived, or agreed, directly or indirectly, with any proposer or person, to put in a sham bid, or that such other person will refrain from proposing and has not in any manner, directly or indirectly, colluded, conspired, connived, or agreed, with any person, to fix the price of affiant or any other proposer, or to fix any overhead, profit or cost element of said proposal price.

N. NON-DISCRIMINATION CLAUSE

By signing and submitting this proposal for consideration of an award by the CMBRA, the proposer covenants not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the contract.

II. PROJECT DETAILS

A. DESCRIPTION

The CMBRA is seeking qualifications and cost proposals from Consultants to provide Brownfield and related Brownfield redevelopment technical, administrative and consulting services to the CMBRA. The selected Consultant will be the primary provider of such services as outlined in Section II.C below.

B. BACKGROUND:

The Brownfield redevelopment consulting needs of the CMBRA have been met by its current consultant since 2005. The consulting services agreement is expiring and the CMBRA's purchasing guidelines require proposals be solicited for this service. All proposers are advised that at this time the CMBRA obtains environmental services from another consulting firm, therefore this RFQ/P is limited to soliciting Brownfield redevelopment services only.

C. SCOPE OF WORK

The Brownfield redevelopment technical and administrative consulting services to the CMBRA solicited under this RFQ/P include but are not limited to the following:

1. Plan, generate and process Brownfield Plans, Act 381 Work Plans, Development & Reimbursement Agreements and related documents prepared on behalf of the CMBRA by the Consultant.
2. Review and evaluate, and assist the Administrator in negotiating Brownfield Plans, Act 381 Work Plans, Development & Reimbursement Agreements and related documents prepared by third parties and submitted to the CMBRA.
3. Prepare material for, and participate in meetings/presentations of/with the CMBRA, City Council, Michigan Department of Environmental Quality ("MDEQ"), Michigan Economic Development Corporation ("MEDC") and Michigan Strategic Fund ("MSF") when considering, and acting on Brownfield Plans, Act 381 Work Plans and Development & Reimbursement Agreements.
4. Assist prospective developers/redevelopers with completing the CMBRA's Brownfield Redevelopment Funding Assistance applications, evaluate such applications on behalf of the CMBRA, and provide recommendations.
5. Assist prospective developers/redevelopers with pursuing funding and technical assistance and incentives through Federal, State and local agencies and programs including but not limited to US Environmental Protection Agency ("EPA"), USDA Rural Development, Michigan State Housing Development Authority ("MSHDA"), Michigan Department of Treasury, MEDC, MDEQ, Manistee Downtown Development Authority ("DDA"), and others as needed.
6. Apply as needed for area-wide or site-specific State and/or Federal Brownfield Assessment, Cleanup and other grants/loans as they may be needed and are available.

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7. Manage some or all aspects of such grants/loans as requested by the CMBRA and its Administrator.
8. Assist the Administrator with planning and conducting CMBRA's monthly meetings, participate as staff in such meetings, and provide Brownfield technical and administrative advice and legislative updates.
9. Perform, and assist the Administrator with performing Brownfield administrative functions as required by State or Federal programs including but not limited to annual reports of CMBRA activities, Brownfield TIF capture & reimbursements and related functions as requested by the CMBRA and its Administrator.
10. Provide all other Brownfield redevelopment consulting services as requested by the CMBRA and its Administrator.

D. SELECTION CRITERIA:

The requested information is intended to provide information that will assist the CMBRA in the selection of the most qualified, competent, experienced, responsive and economical Consultant, who will best serve the needs of the CMBRA. During the evaluation process, where it may serve its best interest, the CMBRA reserves the right to request additional information or clarifications from proposers, to reject any or all proposals or unauthorized modifications, to allow corrections of errors or omissions, or to waive irregularities.

A selection committee will evaluate the proposals based upon the submittal requirements. After a review of the written proposals, selected firms may also be asked to make an in-person presentation or field follow-up questions. The CMBRA will choose the proposal(s) that best fits its needs.

The CMBRA is not obligated to award the contract based on cost alone.

The selected firm will be required to enter into a written agreement with the CMBRA that will detail the specifics of the relationship and include scope of work, compensation, insurance requirements and other matters.

This agreement is anticipated to be for five years. If an agreement cannot be reached, the CMBRA reserves the right to render the proposal invalid and may award the contract to another qualified proposer in its sole discretion.

III. SUBMITTAL REQUIREMENTS:

Proposals should demonstrate the qualifications, experience, service level, cost of services, competence, and capacity of the Consultant. The CMBRA considers qualified Consultants to be those that demonstrate the appropriate experience, capability, knowledge and financial ability to implement the Scope of Work outlined in Section II.C above.

As part of the CMBRA’s determination regarding a proposer’s qualifications, the CMBRA will review and analyze the experience and qualifications of the proposer as a whole, placing emphasis on the individual (“key” personnel) who will provide the bulk of the Brownfield redevelopment consulting services outlined in Section II.C – Scope of Work.

Each statement of qualifications must address all the points outlined below:

1. Firm Overview:

- a. Full name and address of the firm with a short description of the firm. Include a description of the business organization, year established, federal ID number, Michigan tax ID number, the firm’s legal formation (e.g. corporation, sole proprietor, etc.) and state of incorporation, if applicable. List the firm’s officers (up to three). Page limit for this section is two (2) pages.
- b. List the location and address of the firm’s office in Michigan that will provide the Brownfield redevelopment services to the CMBRA, and where the “Key” personnel is located.
- c. Provide a list of firm’s primary services. Provide a list of the firm’s Brownfield redevelopment services (if different than primary services). Page limit for this section is one (1) page.

2. Qualifications:

- a) Provide resume for the “Key” personnel. The CMBRA anticipates that the “Key” personnel is the individual who will be the contact with the CMBRA and its Administrator, and who will provide the vast majority of the consulting services listed in the Scope of Work. Resume and/or narrative response shall provide, at a minimum, his/her education degree(s), institution(s) issuing the degrees, and year(s) received; certifications and registrations; years and position(s) with the company; years with other firms and firm names; types of services “Key” individual is qualified to perform; demonstration of the familiarity of “Key”

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individual with services required for this project; recent experience of “Key” individual and his/her roles in similar projects; recent experience of the “Key” personnel with other redevelopment programs/incentives (OPRA, NEZ, HRTC, LIHTC, etc.) not specifically listed in the Scope of Work. Response shall be limited to not more than four (4) pages.

- b) Provide resumes for not more than two (2) staff persons who may assist the “Key” personnel with performing services listed in Section II.C above. Resume and/or narrative response shall provide, at a minimum, education degree(s), institution(s) issuing the degrees, and year(s) received; certifications and registrations; years and position(s) with the company; years with other firms and firm names; types of services the staff persons are qualified to perform; demonstration of the familiarity of the staff persons with services required for this project; recent experience of staff persons and their roles in similar projects. Response shall be limited to not more than four (4) pages.
- c) Please demonstrate the previous experience of the “Key” personnel with descriptions of five (5) similar projects completed or in progress with governmental entities within the past five (5) years. For each such project provide a one or two page summary that includes:
 - i. Project name and location.
 - ii. Client name; specify entity or department.
 - iii. Short project description.
 - iv. Role of “key” personnel.
 - v. List of services provided.
 - vi. Client contact information (name, title, phone number, email address).
- d) Describe what additional “value added services” your firm can provide. Page limit for this section is one (1) page.
- e) List the key differentiators for your firm. What factors distinguish your firm from your competitors? Page limit for this section is one (1) page.

3. References:

CMBRA reviewers may solicit references from some or all client contacts provided with previous experience examples above.

4. Compensation \ Fees:

For each year (2019, 2020, 2021, 2022 and 2023) of the anticipated five year contract, in tabular form, please provide the following:

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- a) Travel fee to Manistee from the Consultant’s office (if any).
- b) Lump sum fee for preparing and attending the CMBRA’s monthly or quarterly or special meetings (assume two hour duration per meeting); item 8 in Section II.C. – Scope of Work.
- c) Lump sum fee for preparing a Brownfield Plan (assume utilizing the CMBRA’s standard plan format); item 1 in Section II.C. – Scope of Work.
- d) Hourly professional billing rate for the following:
 - I. “Key” personnel.
 - II. Up to two (2) technical staff persons.
 - III. Administrative support person.
 - IV. Graphic designer/CAD staff person.
 - V. Other (Please describe)
- e) The percentage markup, if any, on approved subcontractors.
- f) Other fees/charges (if any).

5. Conflict of Interest:

- a) Disclose any conflicts or perceived conflicts of interest.
- b) Identify what procedures your firm utilizes to identify and resolve conflicts of interest.

6. Copies of the following items:

- a) Comprehensive General Liability and Property Damage coverage.
- b) Professional Liability (Errors and Omissions) coverage.
- c) Worker’s Compensation coverage.
- d) Any and all relevant license/registration numbers.

7. Certification

I hereby state that I have read, understand, and become thoroughly familiar with and understand the terms and scope of work contained in the RFQ/P.

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 the basis for a binding contract if accepted by the CMBRA.

I hereby state that this proposal will remain valid for not less than six (6) months from this certification date.

Signed: _____

Type or Print Name: _____

Title: _____ Date: _____

Company Name: _____

Address: _____

Contact Name: _____

Contact Phones:

Office: _____

Cell: _____

Contact E-mail: _____