

REQUEST FOR QUALIFICATIONS AND PROPOSAL (“RFQP”) FOR A DEVELOPMENT PROFESSIONAL TO ENGAGE WITH THE CITY OF LANSING, MICHIGAN, OR THE CITY OF LANSING BUILDING AUTHORITY, PURSUANT TO A PROFESSIONAL SERVICES AGREEMENT FOR CONSULTATION, ADVICE, AND ASSISTANCE WITH THE SOLICITATION OF PROPOSALS FROM ENTITIES FOR THE DEVELOPMENT AND FINANCING OF CITY OF LANSING OR CITY OF LANSING BUILDING AUTHORITY ASSETS.

All proposers or respondents (“Respondent”) shall complete the Proposal and Award page(s) and submit all information requested herein in the RFQP 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.**

REQUEST FOR QUALIFICATIONS AND PROPOSAL (RFQP)

A development professional (“Development Professional” or “Contractor”) to consult with, advise, and assist the City of Lansing, Counties of Ingham, Eaton, and Clinton, State of Michigan (“City”) and its City of Lansing Building Authority (“LBA”) for the development and financing of City and/or LBA with the solicitation of proposals from entities for the development and financing of City and/or LBA assets and potentially to act as the City’s lead developer, potentially on an exclusive basis. Any engagement shall be formalized in a professional services agreement.

ISSUE DATE: January 14, 2021

DUE DATE: On or before 5:00pm ET on
February 15, 2021

ISSUING OFFICE: Public Service Department

CONTACT NAME: Andrew Kilpatrick, Director of Public
Service & Chairperson of the LBA
124 W. Michigan Ave., 7th Floor
Lansing, MI 48933
Andrew.Kilpatrick@lansingmi.gov
(517) 483-4248

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Should any of the required documents be missing from your RFPQ packet, immediately notify the Public Service Department office and request that they be supplied.

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 RFPQ, including all 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 or the LBA. I hereby state that I have not communicated with, nor accepted anything of value from an official or employee of the City 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 RFPQ.

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 not 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 to Stephanie.Robinson@lansingmi.gov or fax (517-483-4524) by the 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) _____

Section III **SIGNATURE**

SIGNED: _____ NAME: _____

TITLE: _____ EMAIL: _____

FIRM NAME: _____

ADDRESS: _____
(Street) (City) (State) (Zip)

PHONE: () _____ FAX: () _____

INSTRUCTIONS TO RESPONDENTS **TERMS AND CONDITIONS**

Use of RFQP Forms

This packet represents the RFQP document. If a Respondent chooses not to submit a response, please complete and return page 3, "Statement of No Proposal." If a Respondent chooses to submit a proposal, then complete and return page 3, "Proposal and Award" must be submitted with your proposal.

Interpretations for Addenda

Questions from Respondents regarding this RFQP must be submitted to the Public Service Department, in writing, and must arrive in the Public Service Department no later than seven (7) City business days prior to the Due Date of the RFQP. Answers to questions that change or substantially clarify the RFQP will be issued as an addendum and will be provided to all prospective Respondents. Addenda will be on file in the Public Service Department at least five (5) City business days before the proposals are opened. All addenda will be emailed/mailed to each person holding the RFQP, 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 Purchasing Department will respond to emailed or telephone inquiries or visitations by vendors or their representatives. The City does not commit to answering questions received during the last five (5) business days prior to the Due Date.

Proposals

- A. All proposals must be submitted following the proposal format as stated in this RFPQ using figures attached (when provided) and shall be subject to all requirements of this RFPQ 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 proposal format by the Respondent.
- B. The City or LBA may consider as irregular any proposal on which there is an alteration of or departure from the format, as provided in the RFQP, and at its option may reject the same.
- C. If a Contract is awarded it will be awarded by the City or LBA to the most responsive proposal on the basis of Section 206 of the City of Lansing Code of Ordinances [[click here](#)]. The Contract will require the completion of the work pursuant to the RFPQ.
- D. Each Respondent shall include in its proposal, in the format requested thereof, the cost of performing the work, which shall include a list of principals and associates involved in staffing as well as the lead professional manager and support staff. 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 RFQP. 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 or the LBA is not responsible for any costs or fees associated with its preparation or delivery. The contents of a Respondent's proposal will become the property of the City or LBA upon submission. The contents of the proposal of the successful Respondent will become contractual obligations, if a contract ensues. Failure of the successful Respondent to accept these obligations may result in cancellation of the award.

CORRECTIONS

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

COLLUSIVE AGREEMENTS

- A. Each Respondent submitting a proposal to the City or LBA for any portion of the work contemplated by the RFPQ 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 STATEMENT

Each Respondent shall, upon request of the City, submit an ORGANIZATION STATEMENT. The City 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 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 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 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 proposer to the provisions of the RFQP.

TIME FOR RECEIVING PROPOSALS

Proposals received prior to the Due Date 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 proposals in response to this RFQPs will be returned to the Respondent un-opened. **The City is not responsible for delivery delays and the date-stamp clock at the City of Lansing Purchasing Department in City Hall, Lansing, Michigan 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 guarantee of any Respondent withdrawing its proposal in accordance with the foregoing conditions will be returned promptly.

A proposal, including all pricing, may not be withdrawn, modified or canceled by the Respondent for a period of 90 days following the proposal deadline and Respondent so agrees upon submittal of the proposal. Once selected, the Respondent 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 and responsible 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 to accept it.
- B. The City reserves the right to reject any or 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 Contract shall not be considered executed unless signed by the Mayor after approval as to form by the City Attorney, with the agreement of the LBA, and certification as to the availability of funds by the City Finance Director. 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

If a contract is awarded, the successful Respondent shall be an independent contractor to, not an employee of, the City or LBA.

CITY ORDINANCE AND CHARTER REFERENCES

All City of Lansing Ordinances and Charter Sections applicable to this RFQP are available at the Lansing City Clerk's office and online on the City Clerk's website 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 upon thirty (30) days written notice to Respondent without incurring any liability thereof.

TYPE OF CONTRACT

It is proposed that a contract entered into as a result of this RFQP will have a fee structure for all services described within the Project Description. 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 and the LBA, 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 and the LBA.

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 will be for a period of one year with the option to extend for one additional year, up to a maximum of four (4) one-year extensions. 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 Respondent 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 the LBA 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 or LBA 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 and the LBA. 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 Respondent 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 Development Professional 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 Development Professional's Project Manager for the purpose of reviewing progress and providing necessary guidance to the consultant in solving problems which may arise.
- C. The Development Professional 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'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 Development Professional's billing statement and progress reports. The Development Professional'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 Development Professional; 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 Respondent certifies, and, in the case of a joint proposal, each party thereto certifies as to its own organization, that in connection with this proposal:
1. 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 Respondent, or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Respondent, and will not knowingly be disclosed by the Respondent prior to award directly or indirectly to any other Respondent, or to any competitor; and,
 3. No attempt has been made or will be made by the Respondent 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:
1. They are the person(s) in the Respondent'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, A-2, and A-3" above; or
 2. They are not the person(s) in the Respondent'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, A-2, and A-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, A-2, and A-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 A-2" or "B", above. If "A-22" has been modified or deleted, the proposal will not be considered for award unless the Respondent 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 LBA, 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 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; 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 or LBA, their employees, agents or officers or City's or LBA's strict liability in tort, breach of warranty, breach of contract, duty to indemnify or any other basis or cause whatsoever whereby the City might be held liable; provided, however, that the foregoing shall not be construed to be an agreement to indemnify the City and LBA against liability for damages caused by or resulting from the sole negligence of the City and LBA, their 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 Respondent will be responsible for providing certificates of professional liability insurance to the Issuing Office.

The contracted Respondent shall maintain all liability insurance coverage for the duration of the life of the contract including up to one year after project completion.

PROJECT DESCRIPTION AND SCOPE OF SERVICES

DESCRIPTION

The City of Lansing is seeking information of any interested, responsible and qualified Development Professional with regards to providing consultation, advice, and assistance to the City and LBA with the solicitation of proposals from entities for the development and financing of City or LBA assets and to potentially act as the City's or LBA's lead developer, potentially on an exclusive basis. The following are the minimum services and staffing requirements:

1. With the solicitation of proposals from entities for the development and financing of City and or LBA assets, and the potentiality to act as the City's/LBA's lead developer, potentially on an exclusive basis.
2. Any engagement shall be formalized in a professional services agreement or similar agreement.

The Development Professional shall have compiled and presented to the City and LBA a proven record of successful real estate developments, including public body developments; also including the procurement of financing, the engagement of reputable and successful affiliates and project team members; and a record of optimization of client assets.

The Development Professional's record shall demonstrate a record of the successful procurement of development proposals for former and current clients.

Respondent's record of successful developments, either through itself or a consortium, team, or combination, shall demonstrate optimization of real estate assets, and its likelihood of producing meaningful development projects for the City are of high importance to the City and LBA relative to the selection of a Development Professional.

Project proposals of special interest to the City and the LBA include, but are not limited to, the following:

1. The functional and financial optimization of all or certain portions of the LBA's or City's public utility infrastructure, including without limitation sanitary sewer, storm sewer, wastewater treatment facilities and utility infrastructure, and possible monetization of such assets with the goal of freeing up capital for other Projects or for the direct benefit of the LBA or the City;
2. Renovation, relocation or reconstruction of certain building assets owned by the LBA, the City, or other City Authority, to be determined, which may include City Hall, the Police Facilities and/or the Lansing Convention Center;

3. New development and construction of one or more hotels, a Performing Arts Center, Civic Center and Downtown Arena District; or,
4. The functional and financial optimization of all or part of the City's or LBA's public parking system, including the development and construction of new public or private parking structures, and possible monetization of such assets making a goal of freeing up capital for other Projects or for the direct benefit of the LBA or the City.

BACKGROUND

The LBA is a municipal building authority organized pursuant to Act 31 of the Michigan Public Act of 1948 (First Extra Session) owning or operating various City real estate assets. The City is a Home Rule City with a strong mayor form of government organized under the Michigan Home Rule Cities Act.

REQUESTED INFORMATION

The requested information is to establish a qualified Respondent and cost estimate for service implementation and available service providers for approved projects.

RESPONSES

- The Proposal should be in Microsoft Word and due by the close of business on February 15, 2021, and submitted via email only to Stephanie.Robinson@lansingmi.gov. The Proposal should address the matters described in the RFQP:

Proprietary information, if any, should be kept to a minimum and must be clearly marked. Please be advised that all submissions become City property and will not be returned.

- Company information.

The Response should provide the following information:

1. Company information, name, mailing address, phone number and email of designated point of contact,
2. List of all principal and associates for the entity to be involved in staffing as well as the lead project manager
3. A summary with contact information of projects the Respondent has managed or developed in the previous fifteen years.

PROPOSALS

To be considered, Respondents must submit a complete response to this RFQP, using the format indicated and submitted via email only to Stephanie.Robinson@lansingmi.gov no later than close of business on February 15, 2021. The proposal shall address the matters described in this RFQP.

No other distribution of proposals will be made by the Consultant. Proposals must be signed by an official authorized to bind the Consultant to its provisions. Proposals must include a statement as to the period during which the proposal remains valid. For this RFQP, the proposal must remain valid for at least ninety (90) days from the time of proposal opening.

CRITERIA FOR SELECTION

All proposals received shall be subject to an evaluation by the City and LBA. The following factors will be considered in making the selection, 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. Firms receiving this RFQP will be selected if their qualifications are confirmed by this submittal, acceptable responses are provided for the items below, and upon the reasonableness of the cost proposal.

1. Describe your firm's overall understanding of the problem
2. Describe your firm's experience related to the project description and scope of services requested
3. Provide detailed staff descriptions for all staff proposed to be utilized for the requested scope of services.

[Remainder of this page intentionally left blank]

COST PROPOSAL

FEE 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 shall be clearly marked "RFQP 2021 CA1 COST PROPOSAL" and submitted with your proposal.

1. Professional Fees: Itemize to show the following for each category of personnel proposed to complete the task:
2. Costs of Supplies and Materials: Itemize.
3. Other Direct Costs: Itemize.
4. Transportation Costs: Show travel costs and per diem separately.
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 RFQP to which this proposal is a response."
6. Subcontractors and Outside Service Providers: Identification and qualifications of all proposed subcontractors and outside service providers is required.