

MICHIGAN LAND BANK FAST TRACK AUTHORITY
REQUEST FOR PROPOSALS
ENVIRONMENTAL CONSULTING SERVICES

REMINDER

Please check your proposal to make sure you have included all of the specifications in the Request for Proposals. In addition, please submit an electronic version of each of the following:

- Technical Proposal (Section III-A);
- Price Proposal (Section III-D);
- Signed Independent Price Determination Certificate (Attachment A); and
- Conflicts of Interest Disclosure (if applicable) (Section II-G).

IMPORTANT DUE DATES

- **December 9, 2011, at 2:00 p.m.:** Questions from potential Bidders are due via email to gastonk@michigan.gov. Please note: the Michigan Land Bank Fast Track Authority (“Authority”) will not respond to questions that are not received by the above date and time. In addition, questions that are phoned, faxed or sent through regular mail will not be accepted.
- **December 16, 2011 by close of business:** Responses to all qualifying questions will be posted on the Authority’s website, www.michigan.gov/landbank.
- **January 10, 2012, at 2:00 p.m.:** Electronic versions of your Proposal are due to the Authority via email to gastonk@michigan.gov. **Proposals will not be accepted via U.S. mail or any other delivery method.**

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STATE OF MICHIGAN LAND BANK FAST TRACK AUTHORITY
REQUEST FOR PROPOSAL
ENVIRONMENTAL CONSULTING SERVICES

This Request for Proposals (“RFP”) is issued by the State of Michigan Land Bank Fast Track Authority.

The State of Michigan Land Bank Fast Track Authority (Authority) was created by Public Act 258 of 2003 with the purpose of fostering economic development and promoting community stabilization. The Authority is a discretely presented component unit of the State of Michigan governed by a seven member board of directors.

The State of Michigan Land Bank Fast Track Authority is part of the Michigan Strategic Fund (MSF), which receives administrative services from the Michigan Economic Development Corporation. The Authority, a public-private partnership serving as the state's marketing arm and lead agency for business, talent and jobs, focuses on helping grow Michigan's economy.

The Authority is the sole point of contact with regard to all bidding and contractual matters relating to the services described in this RFP and the only authority authorized to change, modify, amend, alter, clarify, etc. the specifications, terms and conditions of this RFP and any contract(s) awarded as a result of this RFP (the “Contract”). The Authority will remain the SOLE POINT OF CONTACT throughout the bidding process. All communications concerning this RFP must be addressed to:

Khalilah Burt Gaston, Contract Manager
Michigan Land Bank Fast Track Authority
3022 West Grand Boulevard, Suite 4-600
Detroit, MI 48202
gastonk@michigan.gov

SECTION I WORK STATEMENT

A) PURPOSE

This is an RFP for qualified, experienced, Environmental Consultants to assist in fulfilling the Cooperative Agreement and Work Plan obligations associated with the U.S. EPA Brownfields Revolving Loan Fund Grant.

B) BACKGROUND STATEMENT AND OBJECTIVES

The Authority was awarded a U.S. EPA Brownfields Revolving Loan Fund Grant (RLF Grant) of \$1,000,000 to support Brownfield redevelopment.

Grant funds will be used to issue loans and subgrants to eligible parties to fund remediation on eligible properties owned or controlled by the Authority. Revolving loan funds generally are used to provide no-interest or low-interest loans for Brownfield sites contaminated with petroleum and/or hazardous substances. A RLF Grant recipient must use at least 60 percent of the awarded funds to capitalize and implement a revolving loan fund. A RLF Grant recipient may use no more than 40 percent of the awarded funds for subgrants and may not subgrant to itself.

The Authority obtained U.S. EPA approval of its RLF Grant Work Plan (see Attachment B) and is now seeking to retain at least two qualified Consultants to assist in implementing that Work Plan. The Authority will select one Primary Consultant and at least one Backup Consultant to assist with RLF Grant management. The Primary Consultant will be responsible for performance of all tasks required to manage the grant, support the making of loans and subgrants, monitor response actions conducted using RLF funds, audit compliance with Davis-Bacon and other federal cross-cutting requirements, verify pay requests, and support grant reporting. The Backup Consultant(s) will perform necessary grant monitoring and oversight functions if the Primary Consultant is retained by the borrower or subgrantee to perform the RLF Grant funded environmental response actions.

If requested, the retained Consultants will be expected to support the Authority in acquiring and managing additional U.S. EPA Grants of all types; acquiring and managing other federal Brownfield redevelopment financing and incentives; and providing general support for Authority's Brownfield redevelopment program.

C) SCOPE OF WORK

The selected Consultants will provide project management and technical expertise in order to assist the Authority in the management of its U.S. EPA Brownfields RLF Grant. The selected Consultants will perform the contractual tasks assigned to the Environmental Consultant in the approved Grant Work Plan. These following phases represent the tasks and activities that fall within the Bidder's scope of services.

Phase 1 – Conducting Project Review and Clean-up Planning and Community Involvement

- Assist the Authority in preparing loan and/or subgrant documentation
- Prepare a Community Involvement Plan(s) including Site Specific Community Relations Plan and assist the Authority in conducting community outreach and participation activities such as

hold/attend community informational meetings, post notices, develop and distribute informational pieces, notices and advertisements as well as collecting attendee list and providing meeting minutes.

- Prepare an approved Quality Assurance Plan (QAPP)
- Prepare Site Eligibility Determinations for EPA review
- Prepare an Analysis of Brownfield Cleanup Alternatives (ABCA), QA/QC Equivalency Memo, Decision Memorandum, establish a Administrative Record Repository, Historic Properties/Threatened Species Review and coordinate public comment for each loan/site

Phase 2- Monitoring Environmental Clean-up and Site Remediation

- Cleanup Oversight and prepare Field Observation Reports
- Monitor environmental response actions
- Monitor adherence to all requirements of the RLF Grant program including but not limited to Michigan Voluntary Cleanup Program (VCP) provisions and VCP cleanup goals and criteria.

Phase 3- Management of Loans and Programmatic Activities

- Review site-specific technical environmental response work plans, verify eligibility of proposed activities, and coordinate/verify MDEQ “involvement” for each site for cleanup plan and closure report reviews and approvals
- Review bid plans, specification and contracting to make sure they comply with grant requirements for cleanup contractors
- Verify compliance with Davis Bacon and federal cross-cutting requirements
- Review pay invoices/requests and assist with loan and project cost tracking
- Provide and support project reporting activities
- Be capable, on behalf of borrower or subgrantee, to prepare all documents, plans, and reports necessary to successfully use loan/subgrant funds to conduct environmental response actions

Phase 4 – Identify, Acquire and Manage Supplemental Funding for Environmental Response Actions

- Assist in the preparation of applications for the following U.S. EPA Brownfields Grants: Assessment (hazardous substances and/or petroleum) and Cleanup, and supplemental funding from the Revolving Loan Fund (RLF) grant.
- Assist in preparing Brownfield Plans and Work Plans under the Michigan Brownfield redevelopment tax increment financing program (P.A. 381 of 1996, as amended) and identify and prepare applications for other grant, loan, and incentive programs that may support Brownfield redevelopment.
- Assist the Authority in managing supplemental funds in the manner described in, or similar to, tasks outlined in Phase 1, 2, and/or Phase 3 or as otherwise appropriate for the funds source(s).

**SECTION II
RFP PROCESS AND TERMS AND CONDITIONS**

A) PRE-BID MEETING/QUESTIONS

A pre-bid meeting will not be held. Questions from Bidders concerning the specifications in this RFP must be received via e-mail no later than **2:00 pm on December 9, 2011**. Questions must be submitted to:

gastonk@michigan.gov

B) PROPOSALS

To be considered, Bidders must submit a complete response to this RFP, using the format provided in Section III of this RFP, by **2:00 p.m. on January 10, 2012**. No other distribution of proposals is to be made by the Bidder.

The Proposal must be **signed physically or electronically** by an official of the Bidder authorized to bind the Bidder to its provisions. The proposal must include a statement as to the period during which it remains valid; this period must be at least ninety (90) days from **January 10, 2012**. The rates quoted in the Price Proposal must remain firm for the period indicated in Section III.

C) ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically, providing a straightforward, concise description of the Bidder's ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of content.

D) SELECTION CRITERIA

Responses to this RFP will be evaluated based upon a two-step selection process.

The first step is an evaluation of which proposals satisfactorily meet the requirements of this RFP. Proposals will be graded on two criteria for this purpose.

1) Step I – Criteria for Satisfactory Bids

- a) *Proposal Content* – The proposal must address the requirements described in Section III of this RFP.
- b) *Competence, Experience and Staffing Capacity* – The proposal should indicate the ability of the Bidder to meet the requirements of this RFP, especially the time constraints, quality, and recent projects similar to that described in this RFP. The proposal should indicate the competence of the personnel whom the Bidder intends to assign to the project, including education and experience, with particular reference to experience on projects similar to that described in this RFP and qualifications of Bidder's Project Manager and the Project Manager's dedicated management time, as well as that of other key personnel working on this project.

2) Step II – Selection and Award

During the second step of the selection process, proposals will be considered by a Evaluation Committee (“EC”) comprised of individuals selected by the Authority’s Contract Manager. Only those proposals that satisfy the requirements described in this RFP, as determined in the sole discretion of the EC, will be considered for evaluation in Step II. The EC reserves the right to request additional information from any Bidder.

During the EC’s review, Bidders may be required to make oral presentations of their proposals to the EC. These presentations provide an opportunity for the Bidders to clarify the proposals. The Authority will schedule these presentations, if required by the EC.

Based on what is in the best interest of the State of Michigan Land Bank Fast Track Authority, the Authority will award the Contract considering price, value, and quality of proposals that were approved as a result of this two-step evaluation process.

E) BIDDERS COSTS

The Authority is not liable for any costs incurred by any Bidder prior to signing of the Contract by all parties.

F) CONFLICT OF INTEREST

The Bidder must disclose, in an exhibit to the proposal, any possible conflicts of interest that may result from the award of the Contract or the services provided under the Contract.

Except as otherwise disclosed in the proposal, the Bidder affirms that to the best of its knowledge there exists no actual or potential conflict between the Bidder, the Bidder’s project manager(s) or its family’s business or financial interests (“Interests”) and the services provided under the Contract. In the event of any change in either Interests or the services provided under the Contract, the Bidder will inform the Authority regarding possible conflicts of interest which may arise as a result of such change and agrees that all conflicts shall be resolved to the Authority’s satisfaction or the Bidder may be disqualified from consideration under this RFP. As used in this Section, “conflict of interest” shall include, but not be limited to, the following:

1. Giving or offering a gratuity, kickback, money, gift, or any thing of value to an Authority official, officer, or employee with the intent of receiving a contract from the State of Michigan Land Bank Fast Track Authority or favorable treatment under a contract;
2. Having or acquiring at any point during the RFP process or during the term of the Contract, any contractual, financial, business or other interest, direct or indirect, that would conflict in any manner or degree with Bidder’s performance of its duties and responsibilities to the Authority under the Contract or otherwise create the appearance of impropriety with respect to the award or performance of the Contract; or
3. Currently in possession of or accepting during the RFP process or the term of the Contract anything of value based on an understanding that the actions of the Bidder or its affiliates or Interests on behalf of the Authority will be influenced.

H) BREACH OF CONTRACT

Except as otherwise disclosed in an exhibit to Bidder's proposal, Bidder is not in material default or breach of any contract or agreement that it may have with the State of Michigan or any of its departments, commissions, boards or agencies, or any other public body in the State of Michigan. Further, Bidder represents and warrants that it has not been a party to any contract with the State or any public body that was terminated within the previous five (5) years because the Bidder failed to perform or otherwise breached an obligation of such contract.

I) DISCLOSURE OF LITIGATION

Except as otherwise disclosed in an exhibit to Bidder's proposal, there is no criminal litigation, investigations or proceedings involving the Bidder (and each subcontractor, if subcontractors will be used to provide the goods/services requested under this RFP) or any of the Bidder's officers or directors or any litigation or proceedings under the Sarbanes-Oxley Act. In addition, Bidders must disclose in the exhibit requested under this Section of the RFP any civil litigation, arbitration or proceeding to which the Bidder (or, to the extent Bidder is aware, any subcontractor) is a party and which involves: (1) disputes that might reasonably be expected to adversely affect the viability or financial stability of the Bidder (or subcontractor); or (2) a claim or written allegation of fraud or breach of contract against Bidder (or, to the extent Bidder is aware, subcontractor), by a governmental or public entity arising out of their business dealings with governmental or public entities. Details of any settlements which Bidder is prevented from disclosing under the terms of the settlement may be annotated as such.

J) FALSE INFORMATION

If the Authority determines that a Bidder purposefully or willfully submitted false information in response to this RFP, the Bidder will not be considered for an award and any resulting Contract that may have been executed may be terminated.

K) DISCLOSURE

All Bidders should be aware that proposals submitted to the Authority in response to this RFP may be subject to disclosure under the provisions of Public Act 442 of 1976, as amended, known as the "Freedom of Information Act" (FOIA). Accordingly, confidential information should be excluded from Bidders' proposals. Bidders, however, are encouraged to provide sufficient information to enable the Authority to determine the Bidder's qualifications and to understand or identify areas where confidential information exists and could be provided. The FOIA also provides for the complete disclosure of the Contract and any attachments or exhibits thereto.

L) PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in Bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted. IN THE EVENT THAT PROPOSED CHANGES ARE NOT ACCEPTABLE TO THE AUTHORITY, THE CONTRACT SHALL BE TERMINATED AND THE MODIFIED CONTRACT SHALL BE SUBJECT TO COMPETITIVE BIDDING.

M) CHANGES IN THE RFP

Changes made to the RFP as the result of responses made to qualifying questions or concerns will be put in writing to each Bidder. The Authority will not respond to telephone inquiries or visitation by Bidders or their representatives. The Authority does not commit to answering questions received after the date and time specified in Section II-A.

N) ELECTRONIC BID RECEIPT

ELECTRONIC VERSIONS OF EACH OF YOUR TECHNICAL AND PRICE PROPOSALS SENT SEPARATELY MUST BE RECEIVED AND TIME-STAMPED BY THE Authority TO gastonk@michigan.gov, ON OR BEFORE **2:00 p.m. on January 10, 2012**. Bidders are responsible for timely submission of their proposal. THE AUTHORITY HAS NO OBLIGATION TO CONSIDER ANY PROPOSAL THAT IS NOT RECEIVED BY THE DEADLINE.

O) RESERVATION OF AUTHORITY DISCRETION

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

- 1) reject any and all proposals;
- 2) waive any errors or irregularities in the bidding process or in any proposal;
- 3) rebid the project;
- 4) negotiate with any Bidder for a reduced price, or for an increased price to include any alternates that the Bidder may propose;
- 5) reduce the scope of the project, and rebid or negotiate with any Bidder regarding the revised project; or
- 6) defer or abandon the project.

P) BID PROTEST PERIOD

If a Bidder wishes to initiate a protest of the award recommendation, the Bidder must submit a protest in writing by 5:00 p.m. within fourteen calendar days from the date of the notice of award sent by the Authority. The written protest should include the RFP number, clearly state the facts believed to constitute an error in the award recommendation, and describe the desired remedy. Only the information provided within the protest period will be considered in arriving at a decision. The Authority is not required to take into consideration any material filed by any party after the protest deadline. The Authority's Executive Director designee will provide a written decision to the protesting party after investigating the matter or, if more information is needed, will schedule an

informal meeting before issuing a decision. This decision is final.

To maintain the integrity of the procurement process and to ensure that procurements are received without undue delay, protests requesting a waiver of the following omissions and requirements cannot be granted:

1. Failure of a Bidder to properly complete sealed bid return envelope instructions;
2. Failure of a Bidder to submit the Bid by the due date and time;
3. Failure of a Bidder to provide samples, descriptive literature or other required documents by the date and time specified;
4. Failure of a Bidder to submit a protest within the time stipulated in the notice to award or as determined by the Authority.

In fairness to Bidders who meet specifications and to prevent delays in procurement, the Authority will not withdraw an award or re-evaluate bids when a protest maintains that the RFP specifications were faulty or that a bid exceeding specifications provided a better value than a lower bid meeting specifications.

Q) JURISDICTION

In the event that there are conflicts concerning this RFP that proceed to court, jurisdiction will be in a Michigan court of law. Nothing in this RFP shall be construed to limit the rights and remedies of the Authority that are otherwise available.

SECTION III PROPOSAL FORMAT

To be considered, each Bidder must submit a COMPLETE proposal in response to this RFP using the format specified. Bidder's proposal must be submitted in the format outlined below. There should be no attachments, enclosures, or exhibits other than those required in the RFP or considered by the Bidder to be essential to a complete understanding of the proposal. Each section of the proposal should be clearly identified with appropriate headings:

A) TECHNICAL PROPOSAL

1. Business Organization and History – State the full name, address, and phone and facsimile number of your organization and, if applicable, the branch office or other subordinate element that will perform, or assist in performing, the work hereunder. Indicate whether it operates as an individual, partnership, or corporation; if as a corporation, include the state in which it is incorporated. If appropriate, the proposal must state whether the organization is licensed to operate in the State of Michigan.
2. Statement of the Problem – State in succinct terms your understanding of the problem(s) presented by this RFP.
3. Narrative – Include a narrative summary description of the proposed effort and of the services(s)/products(s) that will be delivered.
4. Technical Work Plans – Provide a detailed outline and timelines for accomplishing the work showing each event, task, and decision point in your work plan.
5. Prior Experience – Describe the prior experience of your organization which you consider relevant to the successful accomplishment of the project defined in this RFP. Include sufficient detail to demonstrate the relevance of such experience. Proposals submitted should include, in this Section, descriptions of qualifying experience to include project descriptions, costs, and starting and completion dates of projects successfully completed; also include the name, address, and phone number of the responsible official of the client organization who may be contacted.
6. Project Staffing – The Bidder must be able to staff a project team which possesses talent and expertise in the field of environmental consulting and brownfield redevelopment. Identify a Project Manager and staff assigned by name and title. Include biographies, experience and any other appropriate information regarding the work team's qualification for this initiative. Indicate staff turnover rates. Show where the project team will be physically located during the time they are engaged in the work. Indicate which of these individuals you consider key to the successful completion of the work. Indicate the amount of dedicated management time for the Bidder's Project Manager and other key individuals. Do not include any financials for the contemplated work within the Technical Proposal. Resumes of qualifications should be supplied for proposed project personnel.

Please Note: The Authority further reserves the right to interview the key personnel assigned by the Contractor to this project and to recommend reassignment of personnel deemed unsatisfactory.

7. Subcontractors – List here all subcontractors that will be engaged to accomplish the project described in this RFP; include firm name and address, contact person and complete description of work to be subcontracted. Include descriptive information concerning subcontractor's organization and abilities. Also, the information provided in response to A-5, above, should include detailed information about each potential subcontractor.
8. Bidder's Authorized Expediter – Include the name and telephone number of person(s) in your organization authorized to expedite any proposed contract with the Authority.
9. Additional Information and Comments – Include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

B) PRICE PROPOSAL

Provide the cost/rate/price information for all firms/persons named in your Technical Proposal to demonstrate the reasonableness of your Price Proposal. Attach a schedule of all expenses covering each of the services, activities and deliverables identified in your proposal.

The Authority is exempt from federal excise tax, and state and local sales taxes. The Price Proposal should not include taxes.

THE PRICING PROPOSAL MUST BE IDENTIFIED AND SENT SEPARATELY FROM THE TECHNICAL PORTION OF YOUR PROPOSAL ACCORDING TO THE INSTRUCTIONS OF THIS RFP.

Bidders Please Note: Rates quoted in response to this RFP are firm for the duration of the Contract; no price increase will be permitted.

C) PROPOSAL SUBMITTAL

Submit separately marked electronic versions of each of your Technical and Price proposals to the Authority via email to gastonk@michigan.gov not later than **2:00 p.m. on January 10, 2012**. The Authority has no obligation to consider any proposal that is not timely received. **Proposals will not be accepted via U.S. mail or any other delivery method.**

**SECTION IV
CONTRACTUAL TERMS AND CONDITIONS**

A) CONTRACT TERMS AND CONDITIONS

- 1) The Contract – The proposal selected will be subject to the terms and conditions of the Authority's Professional Services Contract (the "Contract") upon execution of the Contract by the Authority and Bidder. The standard terms and conditions of the Contract are attached to this RFP as Attachment A.
- 2) Term of Work – It is estimated that the activities in the proposed Contract will cover the period February 1, 2012 through September 30, 2015.
- 3) Modification of Service – The Authority reserves the right to modify the requested services during the course of the Contract. Such modifications must be made in writing and may include the addition or deletion of tasks or any other modifications deemed necessary. Any changes in pricing proposed by the bidder resulting from the requested changes are subject to acceptance by the Authority. Changes may be increases or decreases.

In the event changes are not acceptable to the Authority, the Contract shall be subject to competitive bidding based upon the new specifications.

- 4) Subcontracting – The Authority reserves the right to approve any subcontractors for the Contract and to require the bidder, upon award of the Contract, to replace subcontractors that the Authority finds to be unacceptable.
- 5) Award of Contract – The Authority reserves the right to award all or any part of this RFP and, based on what is in the best interest of the Authority, the Authority will award the Contract considering price, value and quality of the bids.

B) CONTRACTOR RESPONSIBILITIES

The selected Bidder will be required to assume responsibility for all contractual activities offered in this RFP whether or not the Bidder performs them. Further, the Authority will consider the selected Bidder to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

C) ACCEPTANCE OF PROPOSAL CONTENT

If awarded a Contract, the contents of this RFP will become contractual obligations. The following constitute the complete and exclusive statement of the agreement between the parties as it relates to this transaction:

- 1) This RFP (including subsequent written clarification provided in response to questions raised by email) and any Addenda thereto; and
- 2) Final Executed Contract.

In the event of any discrepancies between the above documents, the final executed Contract shall control. Failure of the successful Bidder to accept these obligations may result in cancellation of the award.

D) PROJECT CONTROL AND REPORTS

1) Project Control

- a) The selected Bidder (the “Contractor”) will carry out this project under the direction and control of the of the Authority.
- b) The Authority will appoint a Contract Manager for this project. Although there will be continuous communication with the Contractor team, the Contract Manager will meet with the Contractor's project manager for the purpose of reviewing progress and providing necessary guidance to the Contractor in solving problems which arise.
- c) The Contractor will submit brief written monthly summaries of progress which outline the work accomplished during the reporting period; work to be accomplished during the subsequent reporting period; problems, real or anticipated which should be brought to the attention of the Contract Manager and notification of any significant deviation from previously agreed upon work plans.
- d) Within five (5) working days of the execution of the Contract, the Contractor will submit a work plan to the Contract Manager for final approval. This work plan must be in agreement with Section III-A of this RFP as proposed by the Bidder and accepted by the Authority for contract, and must include the following:
 - (i) The Contractor's project organizational structure.
 - (ii) The Contractor's staffing table with names and titles of personnel assigned to the project. This must be in agreement with staffing of the accepted proposal. Necessary substitutions due to change of employment status and other unforeseen circumstances may only be made with prior approval of the Authority.
 - (iii) The project breakdown showing sub-projects, activities and tasks, and resources required and allocated to each.
 - (iv) The time-phased plan in the form of a graphic display, showing each event, task, and decision point in your work plan.

ATTACHMENT A

**INDEPENDENT PRICE DETERMINATION AND
PRICES HELD FIRM CERTIFICATION**

INDEPENDENT PRICE DETERMINATION

By submission of a proposal, the Bidder 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 Bidder or with any competitor; and
2. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to award directly or indirectly to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that she/he:

- A) Is the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal and has not participated (and will not participate) in any action contrary to 1, 2, and 3 above; or
- B) Is not the person in the Bidder's organization responsible within that organization for the decision as to the prices being offered in the proposal but has been authorized, in writing, to act as agent for the persons responsible for such decision in certifying that such persons have not participated (and will not participate) in any action contrary to 1, 2, and 3 above.

A proposal will not be considered for award if this Attachment B has been altered so as to delete or modify 1 or 3, above. If 2, above, has been modified or deleted, the proposal will not be considered for award unless the Bidder provides, with this Attachment B, a signed statement which sets forth, in detail, the circumstances of the disclosure and the Authority determines that such disclosure was not made for the purpose of restricting competition.

PRICES HELD FIRM

LENGTH OF TIME PRICES ARE TO BE HELD FIRM: All rates quoted in bidder's response to this RFP will be firm for the duration of the Contract. No price changes will be permitted.

Signed _____

Date _____

ATTACHMENT B

RLF WORKPLAN

BROWNFIELD REVOLVING LOAN FUND WORK PLAN
MICHIGAN LAND BANK

JUNE 2010

Grant Recipient: Michigan Land Bank Fast Track Authority

Project Contact: Khalilah Burt Gaston, Contract Manager
Development Specialist
Telephone: 313-456-3590
Fax: 313-456-3330
Email: gastonk@michigan.gov

Cooperative Agreement:
Period Project: 8/1/2010 – 9/30/2015

This project supports Environmental Results Goal 4, Healthy Communities and Ecosystems, Objective 4.2; Sub Objective 4.2.3. Specifically the grant recipient will make loans/subgrants to eligible entities for cleanup activities at eligible brownfields sites. The project period is five years.

CFDA: 66.818

CERCLA Authority: 104(k)(2)&(3)

DCN: STX

Budget: FY10

Appropriations: E4

Budget Org: 05FOAG7

Object Class: 4114

Program Results Code (PRC): Hazardous Substance 402D79 (Action Code: NY)

The expected outcome is the beneficial reuse of brownfield properties addressed under this grant. The primary expected outcome is approximately three loans for the cleanup of hazardous substances at eligible brownfield sites.

I. INTRODUCTION

Created by Public Act Public Act 258 of 2003, the purpose of the Michigan Land Bank Fast Track Authority (Michigan Land Bank; Authority) is to assemble and dispose of public property, including tax reverted property, in a coordinated manner that fosters development, contributes to public good and/or promotes economic growth in Michigan and in the state's local units of government. By statute, the State Land Bank is authorized to remediate environmental contamination and to prevent waste or deterioration of property, it holds or owns.

The United States Environmental Protection Agency (U.S. EPA) awarded the Michigan Land Bank a \$1,000,000 Brownfield Revolving Loan Fund (RLF) grant to support the clean up and subsequent redevelopment of brownfield sites. This grant will be an essential resource for the Michigan Land Bank as the Authority will utilize these resources to fulfill its mission of returning property within its inventory, 750 of which are commercial or industrial sites, to productive use.

II. PROJECT OVERVIEW

Approximately eighty percent of the 8,700 properties owned by the Michigan Land Bank are located

within the City of Detroit. While the majority of these properties are tax-reverted, the Authority may also acquire properties by purchase, gift, or other means of conveyance. The acquisition of property by the Authority, governed by its *Policies and Procedures for Property Acquisition and Disposition*, empowers the Authority to use its discretion when considering acquisitions, if the property under consideration, meets the follow requirements:

1. Assists in the strategic implementation of an economic development, neighborhood stabilization or revitalization plan or strategy.
2. Completes a land assembly project to enhance the marketability of or to protect property already held by the Authority.
3. Promotes the public health, safety and welfare.
4. Generates financial resources for the operation and function of the Authority.

The Michigan Land Bank will use the \$1,000,000 grant to provide an \$895,000 principal balance to be loaned to remediate brownfield sites currently in its inventory or properties that the Land Bank may acquire during the grant period. Although loan amounts and terms will be tailored to meet each applicant's eligibility and need, the Authority will structure flexible loan products in order to create successful brownfield cleanup and redevelopment projects.

RLF loans will be prioritized based on the demonstrated ability of the redevelopment project to reduce environmental threats to health, welfare, and the environment and to create new jobs, taxes, and economic activity for the state and host community. At this time, subgrants are not anticipated because the Authority's primary goal is to create a sustainable revolving loan fund that will support the Authority's programs well into the future. To receive a loan, the project/developer must be thoroughly evaluated for market feasibility, economical viability, consistency with community master plans and zoning regulations, as well as the extent to which their proposed environmental response actions are eligible for funding. The Authority will rely on the expertise of its staff and directors, state agency partners, environmental service providers, and community partners to evaluate and qualify projects and borrowers nominated for loans. This cooperative and comprehensive vetting process will assist with proper loan structuring and increase the likelihood of successful projects and loan repayment.

Loans will be targeted primarily to support redevelopment of brownfields into commercial and industrial enterprises that generate new tax revenues and jobs. These selection factors are important they

support the goals of the Authority, enable new taxes to be captured under Michigan's Brownfields Redevelopment Tax Increment Financing (TIF) Program to repay the RLF loans, and replace traditional loan products with RLF loans as commercial lenders are currently tightening restrictions for environmental activities. Loans to non-profit organizations, county land banks, and communities may also be considered when the borrower will subsequently transfer the property to a tax-generating entity or when there is a viable mechanism for loan repayment. The Authority recognizes that properties it owns can offer great opportunities for redevelopment and revitalization, as well as great challenges due to their conditions and locations. Therefore, successful redevelopment of proposed projects will require several layers of financing that support all aspects of the redevelopment. The single best criterion for redevelopment success is a positive return on investment, which for brownfield projects means off-setting extra development costs with grants or TIF and/or providing extra capital through favorable loans, tax credits/abatements or reduced land costs.

The Authority's internal redevelopment resources to supplement RLF loans include capital (revenues from the sales of properties and dedicated tax revenues from redeveloped properties) and a variety of state and federal grant programs managed through the Authority. However, the Authority's greatest leveraging power lies in its partnerships with other state departments and agencies, whereby it has access to a plethora of resources including, brownfield grants and loans from the Michigan Department of Natural Resources and Environment (MDNRE), state tax credits and other incentives through the Michigan Economic Growth Authority (MEGA), infrastructure grants through the Michigan Department of Transportation (MDOT), and low income housing grants and tax credits through the Michigan State Housing Development Authority (MSHDA). Other sources of redevelopment support include non-profit foundations (grants), local tax abatements, and local brownfield tax increment financing.

IV. DETAILED WORKPLAN

The Michigan Land Bank will oversee and administer the U.S. EPA RLF with the assistance of a competitively procured and qualified environmental professional. The following tasks are anticipated as part of the Authority's RLF program.

Task 1- Establishment of Program

Task 2- Marketing the Revolving Loan Fund

Task 3- Conducting Project Review and Clean-up Planning

Task 4- Monitoring Environmental Clean-up and Site Remediation

Task 5- Management of Cleanup Loans and Programmatic Activities

Task 1 – Establishment of Program

Task 1 will include those activities to begin the RFQ necessary for the Authority to secure an environmental consultant and any other professional service providers, develop forms and procedures for submission of project information, to establish procedures and criteria for reviewing and qualifying projects and borrowers for loans.

The Authority recognizes the level of effort required to build and run a successful RLF Grant program and will assemble a strong project team to accomplish that mission. The RLF management structure will consist of a Project Manager (PM), overseen by the Michigan Land Bank Executive Director and Board of Directors, and supported by an Assistant Project Manager (APM); an experienced Financial Manager from Michigan Economic Development Corporation (MEDC); a qualified environmental consultant; and additional staff as needed. The operations team (PM, APM, staff, and consultant) will be responsible for project operations. The Executive Director will provide management support and oversight for the operations team. The Board of Directors will make policy decisions, approve contracts, receive and approve the Decision Memorandum, and approve loans and loan documents. The Financial Manager will establish project accounts and financial procedures, manage project funds disbursements, ensure compliance with project and state financial procedures, and provide financial analyses of project and borrower financial information to support loan feasibility evaluations. The Authority has offices in Lansing (state capitol) and Detroit, allowing access to all parts of the state, ready interactions with other state agencies, and daily interactions with the key stakeholders.

The operations team and Financial Manager have access to the expertise of the Authority Board, which includes the CEO and President of the MEDC, the Director of the Department of Licensing and Regulatory Affairs (LARA), and the Director of MSHDA, to assist in the project and financial reviews. Recommendations for funding of project loans will be forwarded to the Board for approval. After loan approval, the operations team, supported by the Financial Manager and attorneys from the Michigan Attorney General's office, will prepare and negotiate loan and security agreements with the borrower.

Final agreements will be executed only after approval by U.S. EPA and the Board. The Authority estimates that \$15,000 in personnel costs will be required to establish the RLF program.

Task 1 – Establishment of Program		
Activities	Deliverables	Completion
Develop RFQ Requirements	RFQ	August 31, 2010
Crete RLF Policies and Procedures	Policies and Procedures	August 31, 2010
Select consultants	RLF Consultant Team	September 30, 2010
Develop appropriate RLF templates and submit to EPA for review	Loan documents	August 31, 2010

Task 2 – Marketing the Revolving Loan Fund

The Michigan Land Bank will target the following entities as potential loan applicants: 1) private developers; 2) county land banks; 3) host communities; and 4) non-profit organizations. All of these entities are candidates to receive and redevelop property held by the Authority. The Authority is in the ideal position to market RLF loans because most entities interested in redeveloping property proactively seek out the Authority to initiate land banking discussions. This provides the Authority with the perfect opportunity to evaluate the applicability of the RLF loan program to the proposed redevelopments, identify and evaluate eligible activities, identify potential cost match opportunities, and inform prospective borrowers about the program. One important component of those discussions will be to make the potential borrower comfortable that the process will not unduly impede their project or add cost.

The Authority also will include the RLF program in its program/property marketing efforts. A summary of the RLF program will be placed on the Authority’s key web pages, including the “Search for Properties” web page, where interested parties can interactively search the Authority’s property inventory for specific parcels. A web page with detailed information about the program, site eligibility, loan process, and loan terms and conditions will be created and linked to other key Michigan Land Bank web pages. In addition, the Authority will use routine contacts with the 32 county land banks in Michigan, communities in which land is owned, and the many non-profit organizations dedicated to the reuse and redevelopment of

blighted land and brownfields, especially in the larger urban areas like Detroit, to market the RLF loan program. Other marketing tools available to the Authority include public service announcements on radio and television statewide and in Detroit, interviews and presentations on the Department of Licensing and Regulatory Affairs (LARA) cable television show, press releases, groundbreaking events with the Governor, and the Governor’s announcement of RLF funded projects.

The Authority will develop dedicated marketing tools, such as information sheets, presentations, etc., for distribution to these groups. Special focus will be placed on interactions with the Detroit Economic Growth Corporation (DEGC) to help market loans for the many land bank properties located in Detroit. All of these groups will be encouraged to further distribute information about the RLF loan program and will be provided with information and marketing materials. The Authority also will reach out to the Michigan Economic Development Corporation (MEDC), the Michigan State Housing Development Authority (MSHDA), and the Michigan Department of Natural Resources and Environment (MDNRE), the three state agencies most heavily involved in brownfields redevelopment in the state. Representatives of these agencies frequently come in contact with owners, developers and potential developers of brownfields and can often serve as front line purveyors of the Michigan Land Bank RLF loan program. The Authority estimates that \$9,000 in personnel costs will be required to effectively market the RLF program.

Task 2 – Marketing the RLF		
<i>Activities</i>	<i>Deliverables</i>	<i>Completion</i>
Grant Award Announcement	Press Release Website Posting	August 15, 2010
Marketing Materials	Brochures Updated RLF page on website	September 30, 2010

Task 3 – Conducting Project Review and Clean-up Planning

An application form will be developed to gather information needed to evaluate the eligibility of the project and borrower for an RLF loan. Reasonable, effective and prudent lending practices will be necessary to ensure the long term success of the program. At the beginning of the project, the Project Team will develop loan guidelines and procedures to define the characteristics of, and criteria for, approvable loans. The operations team will initially screen potential projects and borrowers to identify

viable candidates for loans, then will collect project and financial information needed for an in-depth review. The Financial Manager then will perform an in-depth financial review of the project *pro forma* and the developer's finances to qualify.

After initial loan eligibility approval, the environmental consultant will prepare a Site Eligibility Determination for EPA review. For eligible sites, the Authority's grant staff and environmental consultant then will embark on parallel paths to complete the loan initiation requirements. RLF borrowers must be approved for the local TIF program or provide other demonstration of a revenue stream for loan repayment. Loan guarantees also will be required to protect against default if the development fails or does not generate sufficient incremental taxes or revenue stream to meet loan repayment terms. All loans will be reviewed and approved by the Authority's Board of Directors.

The staff will prepare and negotiate a loan agreement and security agreement, while the consultant undertakes preparation of an Analysis of Brownfield Cleanup Alternatives, Historic Properties/Threatened Species Review, Site Specific Community Relations Plan, Decision Memorandum, and Administrative Record Repository. After the loan agreement is executed, the Authority and consultant will ensure that a QAPP is approved; bid plans, specifications, and contracting comply with grant requirements; federal cross-cutting requirements are met; the state environmental agency is involved; remediation activities are properly conducted; and pay requests are properly submitted and reviewed. The Authority has budgeted \$15,000 in staff time to undertake the activities in Task 3.

Task 3 – Conduct Project Review and Clean-up Planning		
Activities	Deliverables	Completion
Pre-Application Meeting	Brochure Issue Letter of Understanding Loan Application	Ongoing
Determination of Site and Borrower Eligibility Determination	Draft, and if appropriate based on U.S. EPA comments, Final Eligibility Determination	Ongoing
Loan Application Review	Issue Deficiency Letter Financial Analysis Negotiate Loan Terms Prepare Loan Summary	Ongoing
Review Committee	Loan Summary	Monthly

BOCC Approval	Request for Board Action	Ongoing
Clean-up Planning	MDNRE-approved Clean Up Plan	Ongoing

Task 4- Monitoring Environmental Clean-up and Site Remediation

It is anticipated that the qualified environmental consultant will prepare most of the project documents described below, monitor preparation of plans and specifications for retention of a remediation contractor, verify compliance with Davis Bacon and federal cross-cutting requirements, monitor remediation activities, review pay requests, and assist with other programmatic activities.

The Authority anticipates capitalizing three loans of approximately 300,000 each for cleanup of hazardous substances contamination as part of brownfield redevelopment projects. No subgrants are anticipated from the requested funds. Contracted environmental services in the amount of \$15,000 (\$5,000 each loan) will be expended to monitor the cleanups for compliance with RLF Grant and Michigan Voluntary Cleanup Program (VCP) provisions, Davis Bacon and federal cross-cutting requirements, and VCP cleanup goals and criteria. Environmental services also will include preparation of the Analysis of Brownfield Cleanup Alternatives (ABCA), QA/QC Equivalency Memo, Community Involvement Plan, and the Decision Memorandum, technical reviews of cleanup plans and reports, cost tracking and invoicing, and coordination with the state environmental agency for cleanup plan and closure report reviews and approvals. Property profiles will be entered and maintained in the ACRES system. Based on the specifics of each loan, the Authority may pass on preparation of some or all of the RLF program-required documents to the borrower, with a review conducted by the Authority’s consultant for conformance with program requirements.

Task 4- Monitoring Environmental Clean-up and Site Remediation		
Activities	Deliverables	Completion
Loan Approval Process	Issue Letter of Intent Prepare loan agreement for EPA review and amend, as appropriate, based on EPA comments	Ongoing
Prepare RLF Program-Required Documents	Analysis of Brownfield Cleanup Alternatives (ABCA), Community Involvement Plan, and QA/QC Equivalency Memo for EPA review and amend, as appropriate, based on EPA comments	Ongoing
Establish Administrative Record and Hold 30-day Public Comment on Proposed Cleanup	Public Notice and Administrative Record Index	Ongoing
Issue Decision Memo Selecting and Authorizing Cleanup and Responding to Public Comment	Decision Memorandum	Ongoing
Oversee and Document Cleanup Completion	Closure Report or Letter	Ongoing
Post-Loan Closure	Process disbursement requests Collect P & I payments	Ongoing
Reporting	Enter Data into ACRES via Property Profile Form and update as Appropriated Prepare Quarterly Reports Prepare Annual Financial Status Reports	Ongoing

Task 5- Management of Loans and Programmatic Activities

Programmatic activities required to manage the three RLF loans will be performed by project staff, supported with limited contractual environmental services. Loan management activities will include review and approval of invoice activities and amounts, tracking invoices and costs against approved work plans and budgets, preparing quarterly reports, tracking measures of success, and operating the revolving loan fund.

The primary RLF Grant financial products will be revolving loans structured with an initial no-payment/no-interest grace period (up to five years) to allow the project to be completed and tax

increment revenues or investment returns to begin flowing for repayment. After the grace period, typical terms will include a ten-year amortization and sub-prime interest rates, between 1% and 3%, which match the Michigan Brownfield Redevelopment Loan Program terms.

Under this task the Authority will also satisfy EPA reporting requirements including submittal of quarterly progress reports, annual Financial Status Reports, and completion of Property Profile Forms through direct entry into EPA’s ACRES data base.

II. Budget and Schedule

Budget Category	Project Tasks					TOTAL
	Task 1 Establishing RLF Program	Task 2 Marketing the RLF Program	Task 3 Project Review, Cleanup Planning, and Community Involvement	Task 4 Environ- mental Cleanup Monitoring	Task 4 Loan Management and Programmatic Activities	
Loan Capitalization				\$895,000		\$895,000
Personnel	\$15,000		\$15,000		\$15,000	\$45,000
Fringe						
Travel	\$3,000					\$3,000
Equipment						
Supplies	\$1,000					\$1,000
Contractual	\$5,000		\$30,000	\$15,000	\$6,000	\$56,000
Cost Share: \$200,000	\$4,800		\$9,000	\$182,000	\$4,200	\$200,000
TOTAL	\$28,800		\$54,000	\$1,092,000	\$25,200	\$1,200,000

Budget Detail

Task 1: \$19,800 in personnel costs are based on approximately 620 hours @ \$ 32/hour for establishing the program including policies and procedures, and model documents. Supplies include those material necessary to support this activity. The \$5,000 in contractual support will assist in insuring that all developed documents conform to the requirements of the RLF program.

Task 2: Task 2 will be satisfied by in-kind contributions by the Land Bank staff. Subtasks include preparation of marketing and outreach materials, coordinating with the existing land banks in the State, and updating the Authority’s key web pages where interested parties can access information on the RLF

program.

Task 3: \$9,000 in personnel costs are based on approximately 280 hours @ \$ 32/hour for evaluating potential applicants for loans including an in-depth financial review of the project pro forma, negotiation loan documents, and insuring that RLF programmatic requirements are met. Contractual costs of \$30,000 include Preparation/review of technical documents, coordination with MDNRE and assisting with community involvement requirements.

Task 4: Environmental Cleanup and Monitoring: \$1,092,000, which includes \$182,000 of the required 20% cost share, will be used to capitalize the revolving loan fund. It is anticipated that up to three loans will be made; however, depending on the nature and scope of the applications received, the total number of loans may be reduced or increased. \$15,000 in contractual costs will be for oversight of cleanups to insure that they are conducted in accordance with the approved cleanup work plans for the respective sites.

Task 5: \$20,000 in personnel costs are based on approximately 625 hours at \$ 32/hour for preparation of quarterly progress reports and other necessary reporting to EPA over the life of the cooperative agreement. Contractual costs of \$5,000 will support the Authority in the collection of data for reporting purposes and other programmatic support activities. \$3,000 in travel costs are for attendance at 2 national EPA Brownfields Conferences based on the following breakdown and assuming two individuals from the Authority attend one conference and 2 individuals attend the second conference

Three Round Trip Airfares @ \$400 each - \$1200

Lodging – 9 nights @ \$150/night - \$1350

Meals and incidentals – 3 days @ \$50/day x 3 - \$450