



Genesee County Land Bank Authority

452 S. Saginaw St. 2nd Floor, Flint, MI 48502

Request for Proposal: edible flint Strategic Planning

BID NUMBER: LB 12-009

Due Date: Monday, September 10, 2012 at 3:00 pm EST

As part of the Local Initiatives Support Corporation (LISC) funding from the U.S. Department of Housing and Urban Development (HUD) Section 4 Funds to the Genesee County Land Bank Authority (GCLBA)

Para una versión en Español, por favor llama a Genesee County Land Bank Authority 810-257-3088.



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REQUEST FOR PROPOSALS – EDIBLE FLINT STRATEGIC PLANNING

INTRODUCTION

Summary

edible flint, via the Genesee County Land Bank, is seeking proposals from interested and qualified consultants to provide strategic planning and facilitation services to edible flint under a fixed price contract for a period not to exceed six months beginning upon the date the contract is signed. All work must be completed before May 1st, 2013.

Background

This Request for Proposals (“RFP”) is being issued by Genesee County Land Bank Authority (GCLBA) in its capacity as fiduciary supporter and collaborating partner for edible flint. This funding is made available through the Local Initiatives Support Corporation (LISC) from the U.S. Department of Housing and Urban Development (HUD) Section 4 Funds to the Genesee County Land Bank Authority (GCLBA).

About edible flint

In 2009, edible flint emerged as a grassroots network of growers and institutional and community partners to support Flint residents in growing and accessing healthy food in order to reconnect with the land and each other. With the interest of creating an environment of mutual respect and maximum flexibility, edible flint uses a consensus decision-making model to engage its participants and ensure equal participation. The operation of edible flint relies on the active participation of volunteers, individuals, and institutional partners who provide paid staff support for projects under each of the work groups. Institutional and organizational partners include local government, foundations, hospitals, universities, schools and non-profits. Partners stay connected through participation in bi-monthly work group meetings and monthly edible flint general meetings.

From 2009 – 2011, edible flint engaged in an ongoing strategic planning process to identify priorities and directions for its work. Out of this process, edible flint formed seven work groups; each of them is self-organized to address both specific needs identified by community residents as well as opportunities to improve the local food system. The work groups include: Garden Starters, Production and Distribution/Food Cooperative, Access and Education, Growing the Network, Garden Tour, New Roots, and Evaluation. Each group carries out activities or programs that fall within the

group's purpose and goals. For more information on edible flint see www.edibleflint.org.

Vendors

Companies or individuals herein known as “vendors” with demonstrated experience in organizational capacity building and with an interest in making their services available to the GCLBA are invited to respond to this RFP. The Vendors shall be financially solvent and each of its members if a joint venture, its employees, agents or sub-Vendors of any tier shall be competent to perform the services required under this RFP document.

Minority Owned Firms and Women's Business Enterprises

GCLBA is seeking to encourage participation by respondents who are small and minority-owned firms, women's business enterprises and labor surplus area firms.

Nothing in this RFP shall be construed to create any legal obligation on the part of GCLBA or any Vendors. GCLBA reserves the right, in its sole discretion, to amend, suspend, terminate, or reissue this RFP in whole or in part, at any stage. In no event shall GCLBA be liable to Vendors for any cost or damages incurred in connection with the RFP process, including but not limited to, any and all costs of preparing a response to this RFP or any other costs incurred in reliance on this RFP. No Vendors shall be entitled to repayment from GCLBA for any costs, expenses or fees related to this RFP. All supporting documentation submitted in response to this RFP will become the property of the GCLBA. Vendors may also withdraw their interest in the RFP, in writing, at any point in time as more information becomes known.

Each proposer is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this Bid is:

PROPOSAL REQUEST NUMBER: #LB 12-009

DUE DATE: Monday, September 10, 2012 @ 3:00 PM EST

The GCLBA follows HUD Contracting Procurement Policies and Procedures. LISC funds shall be available for work items performed that are considered allowable, allocable, and reasonable with the cost principles of Office of Management and Budget Circular (“OMB”) A-122 and A-87 as applicable. For further information on these policies, contact the Christina Kelly, Lead Planner, Genesee County Land Bank, 452 S Saginaw St, 2nd Floor, Flint, MI 48502; or ckelly@thelandbank.org

Time of Completion

Any agreement awarded pursuant to this RFP solicitation shall be in accordance with

the scope of work and compensation as outlined below, and, within a mutually agreed upon expedited timeframe.

Term of Contract(s)

Any contract awarded pursuant to this RFP solicitation shall be for a contract period ending May 1, 2013, with the possibility of an extension.

Type of Contract(s)

It is proposed that, if a contract is entered into as a result of this RFP, it will be a time and materials contract based upon a fixed price/fee. Negotiations may be undertaken with those Vendors(s) whose proposals, based on price and other factors, as determined by GCLBA, show them to be qualified, responsible and capable of performing the work. The determined price of the contract(s) shall be adhered to and at no time will the contractor(s) be allowed to bill for work not agreed upon.

Vendors should propose a schedule of services and staff hours committed by month for the 8-month period. Payments will be fixed fee based on the services and schedule presented by the proposer and accepted by the GCLBA.

Addendum to RFP

In the event it becomes necessary to revise any part of this RFP, addendums will be provided to all Vendors via the GCLBA website www.thelandbank.org under the tab “Current Bids”. Please check the website regularly for addendums.

PROFESSIONAL SERVICE REQUIREMENTS

Task Description

The strategic planning vendor will work with edible flint to focus a strategic plan for the next two years of organizational development. The work of the strategic planning process will be to 1) facilitate planning meetings with the Leadership Board to prepare for the process and define priorities; 2) facilitate strategic planning sessions with edible flint Work Groups and Participants; 3) create a strategic plan that builds upon existing processes.

Scope of Services

The vendor will work with an edible flint strategic planning group to:

- Define outputs, outcomes and measures to evaluate impact of established goals and objectives
- Define short and long term objectives
- Review existing work group goals making sure they are measurable goals and revising if necessary.

The process may include the following steps:

Step 1: Participate in two meetings with the Leadership Board to identify strategic planning needs, define roles and responsibilities, and create action plan to move the process forward. This will also include follow up emails and correspondence with the group to keep the work moving.

Step 2: Information gathering including surveys of partners and participants and/or interviews with participants of edible flint to understand their perspectives and to identify their desired outcomes for the planning process.

Step 3: Facilitation and design of planning meeting or meetings to determine the long-term strategy and the organizational structure needed to achieve it. At the end of these sessions, the key elements of the strategic plan will be in place. Meetings should be completed by January 31st, 2013. edible flint will be responsible for finding the location and covering non-facilitation related meeting costs.

Step 4: Small group work to create a working high-level draft of a two-year implementation plan. This also includes follow up work to make sure tasks of group are completed.

Deliverables

- Revised work group goals and purposes.
- Two-Year Strategic Plan
 - Overall organization goals.
 - Outcomes
 - Measures
- Notes from all meetings
- Outline of process.
- Input from each work group on draft plan.

EVALUATION CRITERIA AND SCORING

In evaluating responses to this Request for Proposal, the Selection Group will take into consideration the experience, capacity, and costs that are being proposed by the Vendors. The following Evaluation Criteria will be considered in reviewing submittals:

A. Experience and Capacity

The point system is to evaluate the experience and capacity of the Vendors.

1. Experience working with non-profits, community collaboratives, and/or consensus based organizations. (10 points)
2. Experience in strategic planning and organizational development (30 points)
3. Understanding of and experience in integrating cultural competency into strategic planning and organizational development. (10 points)
4. Approach to working with edible flint (20 points)

B. Cost (30 points)

Highest 1/3 of proposals	10 Points
Middle Cost 1/3 of proposals	20 Points
Lowest Cost 1/3 of proposals	30 Points

SUBMITTAL REQUIREMENTS

RFP responses must be submitted via email. Each Vendor shall submit documents in a clear, legible, 12 point font, and 8.5 by 11 inch format. Vendors are advised to adhere to the Submittal Requirements. Failure to comply with the instructions of this RFP will be cause for rejection of submittals.

GCLBA reserves the right to seek additional information to clarify responses to this RFP. Each response must include the following:

Proposal Format - Proposals must be submitted by an individual authorized to submit proposals on behalf of the organization or individual and should contain the following:

1. Summary of the Vendor's background and experience in strategic planning, facilitation, and supporting the formation of community based collaborative groups. Vendor must have a minimum of five years' experience in facilitating community based and collaborative processes and strategic plans.
2. Summary of the Vendor's experience and background in working in Flint, with food systems related issues, and/or community based work.
3. Summary of the Vendor's knowledge of and experience in creating equitable processes in which all participants have a voice and are treated with full respect.

4. Name, phone number and address of at least two references from similar contracts
5. A brief synopsis stating that the vendor understands edible flint's needs and how the Vendor plans to meet these needs.
6. A detailed description of the proposed plan to achieve the Scope of Services and Deliverables within defined time frames while working with a consensus based organization
7. Cost. Itemize all costs required to accomplish the work by task. To itemize salaries, indicate each project team member's name and title, estimated number of hours to be worked by each, the hourly wage for each, and each employee's total salary for the work. Hourly wages submitted shall remain in effect until project completion. If the estimated number of hours worked is exceeded, edible flint and the Genesee County Land Bank bear no responsibility to compensate for those hours.
8. Any other pertinent information needed to evaluate proposal

CONTRACT REQUIREMENTS

The Vendor selected is required to agree to the terms contained below. If a Proposer should have any objections, these objections must be addressed under the RFP response or the objections will be deemed to have been waived.

Equal Employment Opportunity

The Vendor and any subcontractors shall comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Rights to Inventions Made Under a Contract or Agreement

Contracts or agreements for the performance of experimental, developmental, or research work shall provide for the rights of the Federal Government and the recipient in any resulting invention in accordance with 37 CFR part 401, "Rights to Invention Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Clean Air Act (42 U. S.C. 7401 et seq.) and the **Federal Water Pollution Control Act** (33 U.S.C. 1251 et seq.), as amended

For contracts and subcontracts of amounts in excess of \$100,000 the contractor or subcontractor shall comply with all applicable standards, orders, or regulations issued

pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.). Violations shall be reported to the Federal awarding agency and the Regional Agency (EPA).

Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Debarment and Suspension (Executive Orders 12549 and 12689)

Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.

Section 3 Clause

All Section 3 covered contracts shall include the following clause (referred to as the "Section 3 Clause"):

- A. The work to be performed under this contract is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, [12 U.S.C. 1701u](#) (Section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
- B. The parties to this contract agree to comply with HUD's regulations in 24 CFR Part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
- C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work

- site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.
- D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR Part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR Part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR Part 135.
- E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected by before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.
- F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.
- G. With respect to work performed in connection with section 3 covered Indian housing\ assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

Fair Housing Policy. Vendors must comply with the Genesee County Land Bank Authority Fair Housing Policy as stated below:

Equal housing opportunity for all persons, regardless of race, color, national origin, religion, age, sex, familial status, marital status, sexual orientation or disability, is a fundamental policy of the Genesee County Land Bank Authority (GCLBA). GCLBA is committed to diligence in assuring equal housing opportunity and non-discrimination to all aspects of its housing activities. As a county governmental authority undertaking housing activities, GCLBA has an ethical as well as legal imperative to work aggressively to ensure that GCLBA housing programs comply fully with all local, state and federal fair housing laws.

Interest of the GCLBA and Local Public Officials. No member of the governing body of the GCLBA who exercises any functions or responsibilities in connection with the

administration of the NSP 2 Program, no other officer or employee or public official of the GCLBA, who exercises such functions or responsibilities, and no member of the City Government of the City of Flint, shall have any interest, direct or indirect, in this agreement.

Retention and Access to Records. The Vendor shall maintain for a period of five (5) years all supporting documents, financial records, statistical records and all other records pertinent to this contract. GCLBA, the State of Michigan, U.S. Department of Housing and Urban Development (HUD), the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers and records of the Vendor which are pertinent to a specific program for the purpose of making audits, examinations, excerpts, and transcriptions.

SELECTION PROCESS

The Selection Group will review qualifications in accordance with the evaluation criteria set forth herein. Proposals that are submitted timely and comply with the mandatory requirements of the RFP will be evaluated in accordance with the terms of the RFP. Any contract resulting from this RFP will not necessarily be awarded to the vendor with the lowest price. Instead, contract shall be awarded to vendor whose proposal received the most points in accordance with criteria set forth in RFP.

QUESTIONS

Questions may be directed to Christina Kelly, Lead Planner, Genesee County Land Bank Authority at ckelly@thelandbank.org

SUBMITTAL DUE DATE

Responses to this RFP are **due by 3:00 pm** on Monday, September 10, 2012. Each Vendor is responsible for labeling the exterior of the sealed envelope containing the proposal response with **the proposal number, proposal name, proposal due date and time, and your firm's name**. Hard copies must be delivered to:

Christina Kelly
Lead Planner
Genesee County Land Bank Authority
452 S. Saginaw St. 2nd Floor
Flint, MI 48502
ckelly@thelandbank.org

CERTIFICATION FORM OF BUSINESS ENTERPRISE STATUS

Company Name: _____

Business Enterprise Status:

Check all that apply: MBE _____ WBE _____ SBE _____
LBE _____ DVBE _____ OBE _____

Ethnicity of Owner (s):

Check all that apply: White _____ Black _____ Hispanic _____
Asian _____ Native American _____

I undersigned, certify the above information to be accurate and is satisfied that the above company meets the requirements for self-certification as an MBE, WBE, SBE, LBE, DVBE, and/or OBE.

Signed this _____ day of _____, _____

Contractor Name (please print)

Contractor Signature



Explanation of Business Enterprise Status

A Minority Business Enterprise (MBE) is a business entity which is at least 51% owned by one or more minorities who are citizens or lawful permanent residents of the United States and a member of a recognized ethnic or racial group.

A Women Business Enterprise (WBE) is a business entity at least 51% owned by one or more women who are citizens or lawful permanent residents of the United States.

An Other Business Enterprise (OBE) is any business which does not otherwise qualify as a Minority or Women Business Enterprise.

A Small Business Enterprise (SBE) is an independently owned and operated business; with 50 or fewer employees and net profits of 100,000 or less.

A Local Business Enterprise (LBE) is a business entity whose principal place of business is located within the boundaries of Genesee County.

A Disabled Veteran Business Enterprise (DVBE) is a business concern certified by the administering agency as meeting all of the following: 1) a veteran of the military, naval, or air service of the United States with a service-connected disability of at least 10 percent, and who is also a resident of California, 2) one or more disabled veterans own 51% percent of the firm, 3) the management and control of the daily business operations are by one or more disabled veterans, and 4) it is a sole proprietorship corporation or partnership with its home office located in the United States and is not a subsidiary of a foreign firm.