

REQUEST FOR PROPOSALS AND QUALIFICATIONS

Noble Hill Regional Agriculture Park

City of Springfield, Missouri

Project Description: The City of Springfield, Missouri (City) is seeking proposals from qualified applicants to plan, design, develop, and operate a Noble Hill Regional Agriculture Park (NHRAP), to be located on City-owned land adjacent to Springfield Sanitary Landfill (LF) and the Noble Hill Landfill Renewable Energy Center (NHLREC). Both facilities are located approximately 9 miles north of Springfield just off State Hwy 13 (see attached Site Location Map). A tour of the project site can be arranged before the proposals are due.

The winning proposal will include concepts and a master plan to develop 1) a greenhouse which could utilize NHLREC thermal waste heat; 2) a project plan and design that addresses each of the Specific Project Goals; and 3) other innovative approaches to make the best use of the project site. Applicants may submit more than one proposal for consideration. The City anticipates negotiating final contract terms using the Request for Proposal process. The City reserves the right to interview applicants and/or request a presentation of the proposal from applicants following submission.

Background: In 2006, the City and City Utilities of Springfield (CU) partnered to develop the NHLREC at the Springfield LF to convert captured methane gas into electricity. With the use of two (2) Caterpillar 3520 engines, the captured methane gas is used to generate approximately 3.2 Megawatts of renewable electricity, enough to power approximately 2,500 homes.

The facility creates an estimated 14 million Btu/hr of thermal waste heat energy generated by the Caterpillar engines as a byproduct of the NHLREC. This waste heat could be captured and utilized through agreements with both the City and CU. In addition, the City owns approximately 60 acres of land adjacent to the NHLREC which is currently being used as a buffer to the Landfill.

In 2011, a Renewable Energy/Sustainable Food Project Feasibility Study indicated that the NHLREC produces enough waste heat to potentially support a 4-acre commercial greenhouse operation. It is the City's goal to utilize the waste heat and buffer land in smart, innovative ways to create jobs, educational opportunities, and economic growth for the community.

Anticipated Proposal: Based on two community involvement sessions, staff research, and existing project comparisons, the City is requesting proposals from interested applicants to create a master development plan (MDP) for a proposed Noble Hill Regional Agriculture Park. Following review of the proposals, the successful applicant will be

required to enter into a contract with the City which outlines the creation and implementation of this MDP.

The City anticipates the proposed NHRAP project to be completed in four (4) major phases:

- 1) Creation of a Master Development Plan (MDP) for the NHRAP;
- 2) Development of a final site plan to construct the NHRAP, with accompanying construction drawings, following City approval of the MDP;
- 3) Creation of an operational business plan to include creation of an operational entity, negotiation of operational entity agreements or contracts, execution of contractual agreements (including property lease and thermal waste heat use), and creation and establishment of all other permitting and documentation necessary to allow long-term operation and future development of the NHRAP; and
- 4) Final design, financing, construction, and operation of the NHRAP in accordance with the Master Development Plan.

Specific Project Goals:

Phase 1: Scope of the MDP:

The applicant will provide a detailed narrative of the proposed project including any site-specific engineering, architecture, environmental studies, and drawings necessary to describe and illustrate the applicant's understanding of the project and ability to accomplish the City's listed goals of:

- 1) Utilizing waste heat from the Noble Hill Energy Center, including back-up heat source, in one or more greenhouses;
- 2) Providing locally grown, fresh produce for local and regional markets that reduces the region's dependency on imported products;
- 3) Providing education, research, and job training opportunities for area residents;
- 4) Providing a source of locally-grown healthy foods to local food pantries;
- 5) Providing local jobs and business opportunities by recruiting Springfield area partners and job seekers to manage and staff the new facility;
- 6) Providing satisfactory terms for land lease rates, purchase of waste heat, and purchase of other utilities; and
- 7) Providing other innovative uses of the project site and additional community benefits.

Phase 2 through 4 - Scope of Additional Phases

Some aspects of Phases 2, 3, and 4 will be defined by the successful proposal. Initial proposals should include, at minimum, the proposed participation of educational, commercial, and community nonprofit partners. Project partners, whether already committed or potential, must be identified in the proposals.

Once the City has identified the winning proposal, the successful applicant will implement Phases 2 through 4, the requirements of which will include:

Phase 2: Site and partial facility design documents for review and approval by the City of Springfield.

Phase 3: Necessary land, utility, and other agreements, including financing, leases, long-term partnerships, and all other permits and documents necessary to begin construction of the NHRAP.

Phase 4: Construction, dedication, operation, and maintenance of the facility.

Submission: Interested parties shall submit a statement of qualifications and a proposal for development of the NHRAP that is responsive to all questions, requirements, conditions, and information set forth in this document.

Prospective Applicants may schedule site visits by calling Erick Roberts at 417-864-2001.

PRE-PROPOSAL MEETING: A mandatory pre-proposal meeting will be held at 9:00 a.m., on September 7, 2018 at the Environmental Resource Center, 290 E. Central Street, Springfield, MO 65802. All applicants must be represented at this meeting or their proposal will not be accepted for review.

The City of Springfield reserves the right to reject all proposals and publish any additional requests for proposals as it deems appropriate. The City also reserves the right to extend any deadlines set in this Request for Proposals.

PROPOSAL DUE DATE: Sealed proposals with six (6) bound copies, one (1) unbound copy and one (1) electronic copy on a flash/thumb drive must be received by the Springfield Planning and Development Department no later than **3:00 p.m., Central Standard Time, November 30, 2018**. Any proposal received after that time will not be considered, unless the City has extended this deadline. Proposals will be opened at that time. Proposals shall be addressed to:

City of Springfield, MO
Sarah Kerner
Director, Economic Development
840 North Boonville
Springfield, MO 65802

Submitted sealed envelopes should be marked:
REQUEST FOR PROPOSAL: NOBLE HILL AGRICULTURE PARK
Applicant's name and address

Selection Criteria: All statements of qualifications and proposals shall be judged on:

- (1) The qualifications of the applicant, the quality and detail of the submission, and demonstration of successful creation and implementation of similar projects (25%);
- (2) The ability of the submission to meet the goals set forth in this RFP (25%);
- (3) The apparent viability of the proposal described in the submission (20%);
- (4) Additional innovation (10%);
- (5) Social and economic benefits of the proposed project to the community (10%);
- (6) The land lease rate for City property (Approx. 60 acres) (5%); and
- (7) The BTU/waste heat rate for City/CU waste heat (5%).

Proposal Requirements: *The applicant must submit each item listed in Sections 1-3 below for a proposal to be considered:*

Section 1: Project Description and Letters of Intent and/or Endorsement

- A. Complete **Project Narrative** including a description of all aspects of the proposed project including a description of facilities, partners identified and their respective contributions, and the applicant's proposed responsibilities. Please also include a description of how the proposed project addresses each of the Specific Project Goals listed on page 2 of this RFP.
- B. Proposed **Project Schedule**.
- C. Preliminary **Site Drawings** including proposed traffic flow.

- D. Proposed **Business Plan** including a narrative of each project component and how the project will be operated and managed during the life of the project.
- E. Proposed general **Financing Plan**, including partners identified and committed, and investment opportunities.
- F. A summary of, and justification for, the potential **Jobs Created** after the proposal is implemented.
- G. Proposed **Land Lease Proposal Terms** of City property which shall describe, at a minimum, the following terms:
- Duration of lease
 - Area to be leased
 - Lease rate
 - Renewal terms
 - Future expansion
 - Future buy-out and/or right of first refusal provisions
- H. **Waste Heat Capture and Utilization Proposal** for waste heat generated at the site. The Waste Heat Capture and Utilization Proposal will be specific and will include, at a minimum, the design, installation, operation, and maintenance plans for the waste heat recovery system as well as the proposed purchase rate. This waste heat rate will be negotiated with the City and CU under the terms and conditions of the existing Memorandum of Understanding Joint Venture Landfill Gas-to-Energy Project.
- I. **Letters of Intent** and/or endorsement from any or all the following:
- Local and regional educational institutions
 - Local farmers and/or growers
 - Local community groups advocating for local food safety and production
 - Business partners, suppliers, or third-party consultants
 - Other interested parties
- J. Other informative material(s) about project scope, innovative approaches, and community benefit(s).

Section 2: Public Information About the Applicant and the Proposal

- A. Applicant Description and Qualifications
- Identify the principals, project managers, design engineers and all other persons that have a significant role in the project.
 - The applicant's statement of interest demonstrating its commitment to the project.

B. Applicant Experience

- Narrative describing applicant's experience with projects of comparable size and scope.
- Reference materials and contact information for any public and/or private entities for whom the applicant has successfully completed projects of a comparable size and scope.

Section 3: Private Information about the Applicant

Please submit the following information in sealed envelopes marked "confidential". These documents will be considered closed records during the negotiation process to the extent permitted by the Missouri Sunshine Law, section 610.010 to section 610.225, Revised Statutes of Missouri.

- A. **Summary of Financial Resources** including a tentative capital financing plan, letters of interest from financial institutions, and estimated equity commitment.
- B. **Summary of Prospective Tenants and Partners** including letters of Intent or Interest to purchase products produced in the proposed greenhouse.
- C. **Preliminary Business Plan** including potential source of funds, capital structure, pro-forma and projected operating costs.

Exhibit 1

Site Location Map



Exhibit 2

Additional Information and Contacts

Natural Gas/Propane:

Based on current available information, the City believes that propane is the only fuel available at the project site for back-up heating. There are numerous propane vendors in the area that can supply lease tanks and rates.

Additional Points of Contact:

There may be several opportunities for collaboration with this project to help meet the project goals listed above. Applicants may wish to consult with one or more of the following contacts from higher education and non-profit institutions that have been engaged in the stakeholder process. This is not meant to be a comprehensive list of potential resources, and applicants are encouraged to seek out and consult with any resource that will aid them in submitting proposals that will achieve the specific project goals described in this RFP.

Missouri State University

Clydette Michelle Alsup-Egbers, Ph. D
Associate Professor, Horticulture
(417) 836-5095
clydettealsup@missouristate.edu

Laszlo G. Kovacs
Professor of Biology
(417) 836-6289
LaszloKovacs@missouristate.edu

Drury University
Iona Popescu, Ph.D., 873-6838
ipopescu@drury.edu

Ozarks Food Harvest
Gordon Day; 417.865.3411 ext. 122
gday@ozarksfoodharvest.org

The Kitchen
Teresa Oglesby toglesby@thekitcheninc.org

Convoy of Hope
Randy Rich rrich@convoyofhope.org

Community Partnership of the Ozarks Food Collaborative
Stephanie Smith, stephanie@moymca.org

Springfield Community Gardens
Maile Auterson, maileauterson@gmail.com

University of Missouri Extension
Dr. Pamela K. Duitsman
duitsmanp@missouri.edu

Springfield Public Schools
Jean Grabeel
jgrabeel@spsmail.org

Springfield Victory Mission
Trent Sims
tsims@victorymission.com

Exhibit 3

Standard Instructions to Applicants and Conditions of Request for Proposal

- 1. Legal Name and Signature:** Proposals shall clearly indicate the legal name, address, and telephone number, fax, and email address of the Applicant (company, firm, corporation, partnership, or individual). Proposals must be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to legally bind the company to the submitted Proposal. Failure to properly sign the Proposal form shall invalidate same, and it shall not be considered for award.
- 2. Modifications, Corrections, or Withdrawal of Proposals:**
 - a. Proposals may be modified or withdrawn by written notice received prior to the official due date and time specified. A Proposal may also be withdrawn or modified in person by the Applicant or their authorized representative provided proper identification is presented before the official due date and time. Verbal phone requests to withdraw or modify a Proposal will not be considered.
 - b. Corrections: No erasures are permitted. If correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Proposal.
 - c. After the official due date and time, no Proposal may be modified.
- 3. Responsive and Responsible Applicant:** To be considered a responsive Applicant, the Applicant shall submit a Proposal which meets the minimum requirements set forth in the Request for Proposal. To be a responsible Applicant, the Applicant shall have the capability in all respects to perform fully the minimum requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance.
 - a. Applicant cannot have defaulted or be in default on a present or past obligation to the City.
 - b. Applicant cannot currently be in violation of any local ordinances, rules, or regulations.
- 4. Reserved Rights:** The City reserves the right to make such investigations as it deems necessary to make the determination of the Applicant's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, past performance records, and any additional documentation as deemed necessary by the City.
- 5. Right to Protest:** Appeals and remedies are provided for in the Springfield City Code and Purchasing Manual. Any Applicant who is aggrieved in connection with solicitation of proposals or the award shall seek resolution for the complaints with the City Economic Development Director. Any protest shall state the basis

upon which the solicitation or award is contested and shall be submitted within thirty (30) calendar days after the award information is posted publicly.

- 6. Ethical Standards:** With respect to this RFP, if any Applicant violates or is a party to a violation of the general ethical standards of the City Procurement Code and Purchasing Manual or the State of Missouri Statutes, such Applicant may be disqualified from this and any future Requests for Proposals.
- 7. Collusion:** By offering a submission to this Request for Proposal the Applicant certifies that it has not divulged, discussed or compared the Proposal with other Applicants and has not colluded with any other Applicant or parties to this RFP whatsoever. Also, the Applicant certifies, and in the case of a joint Proposal, each party thereto certifies as to their own organization, that in connection with this RFP:

 - a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other Applicant or with any competitor.
 - b. Any prices and/or cost data for the Proposal have not knowingly been disclosed by the Applicant and will not knowingly be disclosed by the Applicant prior to the scheduled official due date directly or indirectly to any other Applicant or competitor.
 - c. No attempt has been made or will be made by the Applicant to induce any other person or firm to submit or not to submit a Proposal for the purpose of restricting competition.
 - d. The only person or persons interested in this Proposal, principal or principals are named therein and that no person other than therein mentioned has any interest in this Proposal or in the contract to be entered into.
 - e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.
- 8. Liability and Indemnity:** In no event shall the City be liable to the Applicant for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- 9. Proposal Opening:** A public opening shall take place at the date and at the time specified on the Proposal form. Only the name of the Applicants shall be read aloud. All other information shall remain confidential during the evaluation

process. After a fully executed contract is in place, Applicants may request a debriefing and Proposal files may be examined during normal working hours by appointment.

10. Awards:

- a. The City reserves the right to make awards as it deems appropriate; to reject any and all Proposals; or to waive any minor irregularity of technicality in Proposals received.
- b. A Selection Committee will review proposals and make recommendation to the City Council for award.
- c. Each Proposal is received with the understanding that the acceptance in writing by the City of the offer to purchase/lease the property described therein shall constitute a contract between the Applicant and the City; and shall bind the Applicant to purchase/lease said property at the price, and in accordance with the conditions of said accepted Proposal.

11. Order of Precedence: Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to Applicants, shall take precedence.

12. Open Competition: It is the City of Springfield's intent that the Request for Proposal process permits free and open competition. However, it shall be the Applicant's responsibility to advise the City of Springfield if any language, requirements, etc., or any combination thereof, inadvertently restricts or limits or otherwise prohibits the submission of a Proposal. The notification should be received by the City of Springfield Economic Development Department at least ten (10) calendar days prior to the specific Request for Proposal due date and time.

13. Proposal Terms and Conditions: The following terms and conditions apply to submitting Proposals in response to this Request for Proposal:

- a. **Incurred Expenses:** The City is not responsible for any expenses which Applicants may incur in preparing and submitting Proposals called for in this Request for Proposal.
- b. **Interviews:** The City reserves the right to conduct personal interviews or require presentations of any or all Applicants prior to selection. The City will not be liable for any costs incurred by the Applicant in connection with such interviews/presentations (i.e., travel, accommodations, etc.)
- c. **Request for Additional Information:** The Applicant shall furnish such additional information as the City of Springfield may reasonably require. This includes information which indicates financial resources as well as the Applicant's ability to put the property into productive use. The City reserves the right to make investigations of the qualifications of the Applicant as it deems appropriate.

- d. Acceptance/Rejection/Modification to Proposals: The City reserves the right to negotiate modifications to Proposals that it deems acceptable, reject any and all Proposals, and to waive minor irregularities in the procedures.
- e. Proposals Binding: All Proposals submitted shall be binding for one hundred twenty (120) calendar days following the opening.
- f. Proprietary Information: In accordance with the Missouri Sunshine Law; and except as may be provided by other applicable state and federal law, all Applicants should be aware that Requests for Proposals and the responses thereto become open to public records once a contract is negotiated or all Proposals are rejected. However, Applicants are requested to identify specifically any information contained in the Proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All Proposals received from Applicants in response to this Request for Proposal will become the property of the City of Springfield and will not be returned to the Applicants. In the event of contract award, all documentation produced as part of the contract will become the exclusive property of the City.
- g. Applicant's Certification: By submitting a Proposal, the Applicant certifies that the Applicant has fully read and understands the Proposal method and has full knowledge of the scope and nature of the Request for Proposal. The Applicant further certifies that no employee of the City has any direct or indirect financial interest in any resultant contract, and that no gratuities will be offered or provided to City of Springfield employees or their family members.
- h. Completeness: All information required by the Request for Proposal must be supplied to constitute a responsive Proposal. The City of Springfield reserves the right to use any and all information presented in any response to the Request for Proposal. Acceptance or rejection of the RFP does not affect this right.

14. Proposal Evaluation Process: All statements of qualifications and proposals shall be judged on:

- a. The qualifications of the applicant, the quality and detail of the submission, and demonstration of successful creation and implementation of similar projects (25%);
- b. The ability of the submission to meet the goals set forth in this RFP (25%);
- c. The apparent viability of the proposal described in the submission (20%);
- d. Additional innovation (10%);
- e. Social and economic benefits of the proposed project to the community (10%);
- f. The land lease rate for City property (Approx. 60 acres) (5%); and
- g. The BTU/waste heat rate for City/CU waste heat (5%).

Staff will evaluate all Proposals and forward their recommendation to City Council who will make the final award.

- 15. Questions Regarding Specifications or Proposal Process:** Any questions related to the Request for Proposal or bid process shall be addressed to the Economic Development Director in writing by **October 31, 2018**. Any response made to prospective Applicants will be expressed in the form of an Addendum to the Request for Proposals which, if issues, will be posted on the City's website at <https://www.springfieldmo.gov/476/Greenhouse-Project> by **November 16, 2018**.

Each Applicant shall examine the Request for Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Request for Proposal shall be made through the Department of Planning & Development in writing. The Department of Planning & Development shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

- 16. Affidavit of Compliance:** Applicant must submit a signed Affidavit of Compliance as part of Applicant's response.
- 17. Environmental Issues:** There are no known environmental issues at the site(s), however, no environmental assessment has been conducted. The property is being offered for lease as is and as it exists.
- 18. Site Inspection:** The City will provide an opportunity for all prospective Applicants to inspect the site. Applicants must schedule visits by calling Erick Roberts at (417) 864-2001.
- 19. Approval Requirements:** Award of this project is contingent upon approval by City Council of the contract.
- 20. Time Limit:** The successful Applicant shall complete the necessary contract to begin Phase 1 within ninety (90) days from date of acceptance of the proposal. The applicant shall begin physical construction of the proposed facility within three-hundred sixty-five (365) days of the effective date of City's contract.
- 21. Failure to Pay:** In the event the Applicant fails to make payment within the time specified herein, the City may revoke the lease and award the project to another Applicant, complete the project on its own, or make the Applicant liable to the City for the loss caused by failure to pay for the property or complete the project as stated in the Proposal.

22. Title Work: The Applicant is responsible for securing title search, title commitment, and/or title insurance at the own expense and discretion.

23. Default: If Applicant defaults on agreement(s) with City, Applicant shall forfeit any payments made to date, work completed on the site, and/or infrastructure completed on the site.

Exhibit 4
Affidavit of Compliance

**CITY OF SPRINGFIELD
AFFIDAVIT OF COMPLIANCE NOBLE HILL AGRICULTURE PARK**

To be submitted with Applicant's Proposal

_____ We **DO NOT** take exception to the Request for Proposal Documents/Requirements.

_____ We **TAKE** exception to the Request for Proposal Documents/Requirements as follows:

I have carefully examined the Request for Proposal and agree to abide by all submitted terms and conditions of this Proposal unless otherwise stipulated herein.

Company Name _____

By: _____ (Authorized Person's Signature) _____ (Date)

(Print or type name and title of signer) Company Address

Telephone Number _____ FAX: _____

ADDENDA

Bidder acknowledges receipt of the following Addendum:

Addendum No. Date _____

Addendum No. Date _____

Addendum No. Date _____

Addendum No. Date _____ Email _____ FEID No. _____