



Request for Proposals

Consulting Services for Feasibility Studies/Business Analyses of Eastport ME

Eastern Maine Development Corporation

February 2019

Overview

Eastern Maine Development Corporation (EMDC) was awarded a 2-year grant by the U.S. Department of Agriculture Rural Development through the Rural Business Development Grant program to facilitate two distinct economic and business analyses for Eastport Maine. This RFP outlines the need, proposed scope of project, and the process for submitting a bid to perform the proposed work.

A century ago, Eastport was a center for the Atlantic Seaboard sardine-canning industry, and its' population registered at more than 5,000. Unfortunately, the population has decreased in every census since then. Because of the downward population trend and loss of livable-age jobs, the City is taking a more aggressive approach to confront and reverse these declines.

Despite the challenges, the Town of Eastport has several advantages including a deep water port, an innovative approach to business development, a high quality of life, and a committed and active resident-base. Connected by causeway, airport, deep-sea port and ferries, Eastport is at the center of binational business and cultural environment. Among Eastport's many assets are:

- The deepest natural harbor in the lower 48 states
- A destination port for sustainable cruise ship traffic
- Torrefied wood pellet shipping port – the port authority has invested \$9 million in a conveyer belt system that will make Eastport the fastest, cheapest site for shipping pellets and wood chips to Europe
- Powerful tidal forces in the Bay of Fundy supporting testing, designing and developing tidal-power electricity generation systems
- Harvesting of scallops, salmon and other sea harvests
- Thriving art community
- A surge of four-year growth trends in tourist visits and spending

Raye's Mustard manufacturing (private firm) continues as one of the key business ventures for Eastport. The Mustard Mill Museum, an independent non-profit organization, is a unique tourist destination. Future plans for the mill will include programs to educate the public about the art of mustard milling and the sardine industry through the display of its unique stones, vintage machinery and artifacts. It will also provide an educational forum to support virtual classroom tours and screening of educational videos, nutritional classes, community space, and a venue for local artists.

This project proposes to build on existing assets by identifying new economic opportunities, potential threats or barriers, and prepare analyses that will lead to the creation of a strategic roadmap for Eastport's increased economic vitality.

Scope of Project: EMDC is seeking consulting services on behalf of the City of Eastport and Raye's Mustard Museum to perform **two** feasibility and business analyses: One for the City of Eastport to analyze business opportunities, barriers and sectors of future growth potential; and, a second study to

assess the feasibility of the restoration and preservation of Raye’s Mustard Mill as well as assistance in developing a roadmap for its’ development as a tourism destination and educational hub.

Specifically, the purpose of this RFP is to engage consultant(s) to:

- **Study 1:** Perform a feasibility study to collect data and perform the research and analysis needed to build a roadmap leading to the preservation of the Raye’s Mustard Mill in Eastport Maine. A financial analysis will also be performed to model cash flows for the operation of the museum taking into consideration visitor admissions revenues, lease payments received from the Raye’s Mustard production plant and other sources of income and identify operational costs. Ultimately, the analysis will determine the extent the proposed business model could fund required rehabilitation and be self-sustaining, thus determining both the viability and sustainability of the museum.
- **Study 2:** Perform an economic/business feasibility study to identify existing and emerging opportunities for growth, barriers to growth, and creation of plans to mitigate barriers and foster development for the City of Eastport. The result will be a strategy of development to guide the City in their efforts to support economic opportunity.

Through a contract with EMDC, the selected consultant will work in collaboration with EMDC staff, the City of Eastport, and Raye’s Mustard Mill Museum to perform feasibility/economic analyses for the City and museum. It is highly preferred that the selected consultant will collaborate with local expertise regarding business and workforce development, incorporate regional and national innovation and entrepreneurial business development best practices, and outreach to potential tenants in the region.

A maximum budget of \$25,000 has been allocated to perform the City of Eastport feasibility analysis, and a budget of \$50,000 is reserved for a feasibility study and business planning for Raye’s Mustard Mill Museum.

Submission Requirements

Qualified firms can submit a bid for one of the two identified analyses or a bid to perform both. Those bidders interested in being selected to participate on this project are asked to submit a statement of qualifications. Submissions may be sent electronically via email or by mail on paper or on a CD-ROM. **Proposals will be accepted until Friday, March 13, 2018 at 5:00 p.m.**

Send email submissions, one (1) PDF and with the subject line “Company Name: City of Eastport Maine/Raye’s Mustard Museum RFP” to: vrusbult@emdc.org or preferably, one (1) original four (4) copies via mail to:

Dr. Vicki Rusbult, Director of Community Initiatives
Eastern Maine Development Corporation
40 Harlow Street
Bangor, ME 04401

Please direct questions regarding this RFP to: Dr. Vicki Rusbult at (207)974-3238, or email vrusbult@emdc.org

Purpose of Proposal

The project goal is to create a strategy to: 1) foster business and economic opportunity and growth in the City of Eastport; and, 2) determine the viability and sustainability of the Raye's Mustard Mill Museum as well as a business plan for operations.

Project Schedule

EMDC and its' partners will review proposals and select candidate(s) on or about March 15, 2019. If additional information/questions are required, EMDC will contact the firm before that time. Both studies will be launched no later than April 1, 2019. All field work, data collection, analyses, and reporting activities must be completed as follows:

Study 1, Raye's Mustard Mill Museum – completed no later than **August 31, 2019**

Study 2, City of Eastport – completed no later than **December 31, 2019** to align with the provisions of EMDC's grant agreement with USDA Rural Development.

Record Keeping

The Consultant will be required to complete and submit record keeping forms as required by USDA Rural Development and as required within the grant guidelines.

Proposal Terms

EMDC reserves the right to reject any and/or all proposals received as a result of the Request for Proposals (RFP) and to waive any informalities. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Consultant qualifications and capabilities to provide the specified service and other factors that EMDC may consider. EMDC reserves the right to consider proposals for modification at any time before a contract would be awarded, and negotiations would be undertaken with the Consultant whose proposal is deemed to best meet EMDC's specifications and needs.

The price quotation stated in the bidder's proposal will not be subject to any price increase from the date on which the proposal is opened at the EMDC offices.

In the event that it becomes necessary to revise any part of this RFP, an addendum will be provided. Deadlines for submissions of RFP's may be adjusted to allow for revisions. The entire proposal document with any amendments should be returned. To be considered, an original proposal, two (2) copies must be at EMDC on or before the date and time specified.

Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP.

The proposal must be submitted in one sealed envelope with ‘Proposal City of Eastport/Raye’s Mustard Mill Museum Project’ in the lower left corner, but with two parts: a technical proposal and a cost proposal as detailed in Attachment 1 and 2 of this RFP. Both cost and technical proposals should be labeled as such. The technical proposal will include a timeline identifying critical dates to assure completion of the work within the time constraints identified in this RFP. If emailing proposal, place ‘Proposal City of Eastport/Raye’s Mustard Mill Museum Project’ in the subject line.

Consultants’ proposal must not be marked as confidential or proprietary to the Consultant. EMDC may refuse to consider a proposal so marked. All proposals will become the property of EMDC. Information in the proposal will become public property and subject to disclosure laws and EMDC policies and procedures after bid award.

Consultants must prepare proposal in the format described in Attachments 1 and 2 of this RFP. The format will allow the selection committee to fairly review, compare, and evaluate proposals. Failure to follow the format used in this RFP may result in the proposal being disqualified from consideration.

EMDC will not be liable for any costs associated with the preparation, transmittal, or presentation of any material submitted in response to this RFP.

Proposal Specifications

The proposal shall include all of the following information. Failure to include all information could result in disqualification.

- A. The Consultant’s qualifications, years in business, profiles for staff assigned to this project, and experience to provide the services required by EMDC.
- B. References: List three (3) references from current customers receiving the same or similar service(s). Include name, contact information, and phone number.

Evaluation Criteria

The grant contains all financial resources to be used for this project. Consultant selection criteria will include demonstrable experience/capabilities with business and financial feasibility analyses, ability to clearly report and communicate guidance, and ability to coordinate effectively with all interested parties. The Consultant’s activities associated with each work task needs to follow the proposed costs, and indicated level of effort.

The criteria used in evaluation of the proposals will include:

- Clarity of the proposal, and demonstrated understanding of the project objectives.
- The Consultant’s experience and qualifications to perform the requested service.
- The extent to which the proposed costs, and indicated level of effort, are supported by the activity associated with each work task.
- The degree to which the respondent demonstrates an ability to work effectively and coordinate activities with EMDC and partners.

- References.

A. Bidder's Qualifications – 30 points

Qualifications of the firm or individual, including appropriate areas of expertise, relevant experience, technical capabilities and quality references that suggest they are the best qualified to undertake the project.

B. Overall Quality of Proposed Operation Plan – 20 points

The technical quality and composition of proposed work plan, completeness, conciseness, and clarity of the work plan.

C. Personnel Qualifications – 30 points

Qualification of the professionals assigned to this project including technical attributes and relevant experience that make them uniquely qualified to undertake this project.

D. Cost Proposal – 20 points

Standard Provisions for Contracts

If a contract is awarded, the selected Consultant(s) will be required to adhere to a set of general contract provisions which will become part of any formal agreement. The provisions are general principles which apply to all Consultants of service to EMDC such as the following:

Reporting of Consultant

- A. The Consultant is to report to the EMDC and Our Katahdin, and will cooperate and confer with him/her as necessary to insure satisfactory work progress.
- B. All reports, estimates, memoranda, and documents submitted by the Consultant must be dated and bear the Consultant's name.
- C. All reports made in connection with these services are subject to review and final approval by EMDC.
- D. EMDC may review and inspect the Consultant's activities during the term of the contract.
- E. The Consultant will submit a final, written report to EMDC, and will present the findings to EMDC, the City of Eastport, and Raye's Mustard Mill Museum.
- F. After reasonable notice to the Consultant, EMDC may review any of the Consultant's internal records, reports, or insurance policies.

Personnel

- A. The Consultant will not hire any EMDC employee for any of the required services without EMDC's written approval.
- B. The parties agree that the Consultant is neither an employee nor an agent of EMDC for any purpose.

Indemnification Agreement

The Consultant will protect, defend, and indemnify EMDC, its officers, agents, servants, volunteers, and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, or whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of EMDC in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of the Consultant, any subcontractor, or any employee, agent or representative of the contactor or any sub-contractor.

Insurance Requirements

Consultant shall furnish EMDC with satisfactory certificates of insurance or a certified copy of the policy.

Compliance with Laws and Regulations

The Consultant will comply with all federal, state, and local regulations, including but not limited to all applicable Occupational Safety and Health Administration/Maine Department of Labor (OSHA/MDOL) requirements and the Americans with Disabilities Act.

Interest of Consultant and EMDC

The Consultant promises that there is no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of the contract, no officer, or the agent, employees of EMDC, or members of its governing bodies, may participate in any decision relating to the contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest.

Contingent Fees

The Consultant promises that he/she has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fees, gifts, or any other consideration contingent upon or resulting from the award or making of the contract. For breach of the promises, EMDC may cancel the contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fees, gift, or contingent fee from the compensation due to the Consultant.

Equal Employment Opportunity

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, and handicap in the hiring of applicants and the treatment of employees. Affirmative action will include, but not be limited to: Employment upgrading, demotion or transfer; recruitment advertisement; layoff to termination; rate of pay or other forms of compensation; selection for training including apprenticeship.

Fair Share Goals

Consideration of all Consultants, which includes equal opportunity for minority business enterprises (MBE) and women business enterprises (WBE), will be made in the Consultant selection process. EMDC, as a Cooperative Agreement Recipient through USDA Rural Development, will exercise appropriate measures to ensure good faith efforts are made during Consultant selection. Fair share goals are to attract and utilize WBE/MBE contracts, subcontracts, and procurement.

Ownership of Documents and Publications

All documents developed as a result of the contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of information and results of this contract by the Consultant must reference the sponsorship by EMDC. Any publication of the information or results must be co-authored by EMDC.

Termination of Contract

Either party may terminate the contract by giving thirty (30) day written notice to the other party.

Change in Scope or Schedule of Services

Changes mutually agreed upon by EMDC and the Consultant will be incorporated into the contract by written amendments signed by both parties.

ATTACHMENT 1

Format of Technical Proposals

Proposal content and completeness are most important. Clarity and concise presentation are essential, and will be considered in assessing the Consultant's capabilities.

Proposals should be on recycled paper, 8.5 x11 inches, in size 12 font. Proposal should not exceed 10 pages in length. In order to simplify the review process and obtain the maximum degree of comparability, all proposals shall be organized in the following manner:

1. Signature Page - The signature page shall be signed by an official authorized to bind the consulting firm, or sole proprietor. It should have the RFP title, name of the Consultant firm, local address, voice and fax telephone numbers, name of contact person, email, and website.
- 2 Table of Contents - A clear identification of the material by section and page number.
3. Overview and Summary - This section should clearly convey that the Consultant understands the nature of the work and the general approach to be taken.
4. Scope of Work - A full description of the steps to be followed in carrying out the work, including the identification of the methodologies to be used, key issues and challenges, and proposed solutions. The work description should be presented in sufficient detail to demonstrate a clear understanding of the work tasks and technical approach. Assigned staff should also be listed.
5. Deliverable Products - A description of the format, content, and level of detail that can be expected for the final reports, plans and other products, including the number of copies to be provided.
6. Schedule - A time schedule showing the expected sequence of tasks, sub-tasks, technical and public meetings, and other critical dates should accompany the work description,
7. Project Management and Staffing - This section should describe the Consultant's approach to management of work. The project manager and staffing plans should identify each team member and subcontractor, and provide a brief statement of relevant previous experience and qualifications. Resumes of key team members should be provided. The staffing plans should also identify the role and responsibility of each team member and specify the number of person hours per task. Staffing requirements should be specific enough to demonstrate an understanding of the skills required and commitment of proper resources.

ATTACHMENT 2

Format of Cost Proposals

The identified funds for the performance of this contract are as follows:

- Study 1: \$50,000 for Raye's Mustard Mill Museum
- Study 2: \$25,000 for the City of Eastport

The cost proposal shall be submitted as a separate section from the technical proposal. It must be in size 12 font and not exceed 4 pages. Cost proposal must include the following:

1. A budget by task and total budget for the entire project, itemized personnel cost and number of hours by employee level. This should include billing ranges for each staff classification.
2. Itemized direct, indirect, and subcontract expenses where applicable
3. Identification of any additional costs for additional services or materials.
4. An explanation of how the cost estimates were obtained.