



GUN LAKE TRIBE

REQUEST FOR PROPOSALS FOR PROFESSIONAL SERVICES INDEPENDENT COMMERCIAL REAL ESTATE ADVISORY SERVICES

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I. Introduction

The Match-E-Be-Nash-She-Wish-Band of Pottawatomi Indians, also known as the Gun Lake Tribe (The Tribe), has lands to the north and south of 129th Avenue, Shelbyville, MI. The Tribe is looking to strategically acquire additional land and for development opportunities on existing land.

II. Purpose of Request

The Tribe has developed this Request for Proposal (RFP) for the purpose of soliciting competitive proposals from independent commercial real estate consultants to advise and provide services to the Tribe related to real estate portfolio management, transaction management, and project management. The Tribe would like an independent advisor that will partner with our team to provide insight and expertise that is conflict-free and scalable. The Tribe endeavors to build a long-term relationship for our future real estate development opportunities.

III. Project Description

The Tribe has a significant amount of land holdings along the 131 corridor and would like to develop a strategy to attract development in the area that increases traffic flow and synergy for our existing casino as well as bring some economic development to the area and income diversity to the Tribe. There are currently some early stage discussions with some community partners related to real estate parcel

acquisition and long-term lease and build to suit opportunities on Tribally owned land. The Tribe seeks an independent commercial real estate consulting group (“consultant”) to advise on transaction design and negotiation. We want to ensure the Tribe’s interests, present and future, are well represented and that all options of transaction design are considered. The Tribe would also like an advisor with construction expertise to provide project management advisory services.

IV. Proposal Content

Proposals not to exceed 25 pages. All proposals must include the following information:

PART 1 | COVER LETTER/EXECUTIVE SUMMARY

In no more than three (3) pages, the Cover Letter and Executive Summary shall include:

1. The names of the key members of the consultant team.
2. Identification of subcontractors (if applicable).
3. The mailing address, telephone number, email and the name of the main point of contact for the consultant team.
4. A summary of the consultant’s independent real estate advisory experience and qualifications and the significant advantages to selecting the consultant. Also discuss how you envision implementing these services for the Tribe for the current deal and for our future real estate consulting needs.

PART 2 | SCOPE OF SERVICES

The ideal consultant will have demonstrated expertise in all areas of real estate portfolio management, transaction management, and project management services and a proven track record of excellent customer service. Previous experience with Tribally owned organizations would also be a plus.

The services stated below are critical to the selection of the consultant to support the Tribe. If your firm does not meet or support any of the requirements listed below, please clearly indicate so in your response and include any alternative options for our consideration.

1. Portfolio Management – Consultant should be able to provide strategic advice in regards to the performance of the Tribe’s real estate portfolio
 - i. How might your firm deliver value to the Tribe in the form of strategic planning services?
 - ii. Provide a description of how your firm could provide continuous portfolio management for the Tribe.
 - iii. Provide a description of the software tools and dashboard available to provide visibility on real estate portfolio from different perspectives, market information and cost-saving opportunities and strategic planning.
 - iv. Provide a list and description of value-add capabilities/services that you can add on top of the general portfolio management services.
 - v. Provide relevant case studies with results.
2. Transaction Management - Consultant should be able to support a full line of transaction management services and show experience in owner representation, lease negotiation, build to suit transactions, acquisitions and dispositions.

- i. Describe the services provided, the process and standards that you will use to assist the Tribe in efficient and effective transaction management.
 - ii. Demonstrate capabilities in each stage of the general transaction process:
 - a) Market studies
 - b) RFP preparation, issue and response consolidation
 - c) Negotiation strategies
 - d) Finalizing transaction documentation
 - e) Closing oversight
 - iii. What differentiates and distinguishes your firm's transaction management services from that of other firms?
 - iv. How would you describe your firm's ability to provide effective services in the Tribe's geographic location?
 - v. Briefly state your firm's philosophy on subcontracting.
 - vi. Identify any team resources that your firm deems particularly relevant to the management of this account.
 - vii. Provide relevant case studies with results.
3. Project Management – Consultant should be able to provide design and construction project management services.
- i. Please list your firm's capabilities with design and construction project management in the Western Michigan market. Please include information regarding:
 - a) Construction management
 - b) Cost analysis
 - c) Budget management
 - d) Competitive bidding process
 - e) Vendor and contractor relationships
 - ii. What differentiates and distinguishes your firm's construction management services from that of other firms?
 - iii. How would you describe your firm's ability to provide effective services in the Tribe's geographic location?
 - iv. Briefly state your firm's philosophy on subcontracting.
 - v. Identify any team resources that your firm deems particularly relevant to the management of this account.
 - vi. Provide relevant case studies with results.

PART 3 | EXPERIENCE AND QUALIFICATIONS OF CONSULTANT/TEAM MEMBERS

Provide detail relating to the experience and qualifications of the members of the team, including an organizational chart showing all key personnel who will be assigned to work with the Tribe. Submit brief resumes demonstrating the training, experience, and other qualifications of the key personnel who will be assigned to this project.

PART 4 | FEE SCHEDULE AND MASTER SERVICE AGREEMENT

Consultant shall provide a fee/rate schedule with ranges for all professional services and specific detail for the professional team needed for the project described above.

Please also provide your firm's Master Service Agreement (MSA) in Microsoft Word format for legal review by the Tribe.

PART 5 | REFERENCES

The review team may conduct a background reference review of each respondent. Please include the following information for three (3) client references.

1. Name of the client
2. Name, title, and contact information for the client
3. Summary of service(s) provided
4. Location of the project

PART 6 | OTHER

1. Identify and explain any resolved or ongoing legal proceeding, or pending legal proceeding, i.e. arbitration, complaint, or court action, filed against your company or any individual related to the work of your company for any project within the last five (5) years.
2. Copy of insurance to protect the Gun Lake Tribe from loss. The following minimum limits shall be met:
 - a. Professional Liability (Errors and Omissions) Coverage - One million dollars (\$1,000,000.00) each occurrence
 - b. Bodily Injury and Property Damage - One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate
 - c. Commercial Automobile Coverage including owned, non-owned, leased and hired vehicles (if used on Gun Lake Tribe property) - One million dollars (\$1,000,000.00) combined single limit for each accident
 - d. Five million dollars (\$5,000,000.00) in excess coverage above the General Liability and Auto lines
 - e. Workers' Compensation Coverage – In accordance with State of Michigan requirements at the time of proposal
 - f. Products or Completed Operations – One million dollars (\$1,000,000.00) each occurrence; two million dollars (\$2,000,000.00) aggregate.

The Consultant's insurance outlined in the contract will be primary and non-contributory.

Gun Lake Tribe will be named as Additional Insured on the contractor's General Liability and Auto Liability policies

The Consultant's workers compensation policy shall include a Waiver of Subrogation in favor of Gun Lake.

Any deductible or self-insured retention must be disclosed and any claim payments falling within the deductible shall be the responsibility of the Consultant. The Tribe requires that these aggregate limits be maintained by the Consultant as required.

The Consultant shall require all subcontractors to carry the same forms and minimum coverages. Evidence of these coverages must be provided to the Tribe prior to the contractor or subcontractor coming onto Tribal lands.

A sample certificate of insurance will be provided to the applicant. The applicant will be required to complete and submit a certificate of insurance along with the required endorsements upon award of the project and prior to commencement of services.

V. Proposal Standards

Applicants are required to submit a proposal clearly marked "Independent Commercial Real Estate Advisory". Each page of the proposal must clearly identify the name of the company submitting the proposal. Proposals will be accepted until January 20, 2021 at 4 p.m. by e-mail to Catherine.Adsitt@gtltnsn.gov and Thomas.Comer@gtltnsn.gov. Direct all questions to Catherine and/or Tom no later than three (3) days prior to the required submittal date, unless waived by the Tribe.

ADDENDA INTERPRETATIONS

If it becomes necessary to revise any part of this RFP said addenda will be uploaded to the Tribe's website. The Tribe is not bound by any oral representations, clarifications, or changes made in the RFP by staff or others, unless such clarifications or change is provided in written addendum from the Tribe and uploaded on the Tribe's website.

VI. Evaluation Process

The Tribe will be evaluating consultants on several primary criteria:

1. Consultant's expertise and ability to independently provide the specified services discussed above
2. Consultant's demonstrated experience providing the described services with referred clients
3. Consultant's competitive pricing

VII. Documentation

Failure to provide sufficient information for the evaluation criteria will result in the loss of points or being deemed unresponsive. The Tribe reserve the right to verify the validity of all information provided.

VIII. Terms of Contract

A non-disclosure agreement will be required for the selected applicant and any subcontractors. Such agreement must cover all principals, key staff and all support staff who may encounter documents, reports, graphics or other components related to this project. Applicants must request a copy of the required non-disclosure agreement from the Tribe.

A sample contract will be provided to applicants after submission of the non-disclosure agreement. The applicant will be required to sign this contract upon award of the project.

Proposals will be accepted from non-Indian as well as Indian-owned enterprises or organizations. The Gun Lake Tribe will provide preference to all qualified Indians and Indian-owned enterprises or organizations in accordance with applicable law.

Any bidder seeking Indian Preference in this award must provide evidence that it is not less than 51 percent Indian owned and controlled. If you are seeking Indian preference, please contact the Chairperson of the Indian Preference Committee, Amanda Sprague at (269) 397-1630 to receive a prequalification packet.

The Gun Lake Tribe reserves the right, in its own discretion, to accept or reject any and all responses, to waive any irregularity and/or informality in any response and to request and receive additional information from any Consultant when such acceptance, rejection, waiver or request is determined to be in the best interest of the Tribe.

The Gun Lake Tribe will enter into a contract with the Consultant that best preserves the sovereign immunity of the Tribe.

The Gun Lake Tribe reserves the right, despite the application of Indian Preference as noted above, to select the Consultant with the proposal that the Tribe believes, in its sole and absolute discretion, provides the greater benefit in light of the estimated cost.

The Gun Lake Tribe reserves the right to decline to select a Consultant for the project.

The contract will not create an employment relationship. The Consultant performing work under the contract will not be employees of the Tribe.

The retention and approval of any subcontractor shall not diminish or reduce Consultant's obligations and duties under the contract and shall not create any obligations on the part of the Tribe to the subcontractor.

Any documents resulting from the contract will be the property of the Tribe.