



City of Grand Rapids, Michigan
Purchasing Department
300 Monroe, NW Room 720 Grand Rapids, MI 49503
Ph: (616) 456-3173 Buyer Contact: Cynthia Scholten

Request for Proposal #918-67-06
Solicitation #: RFP 233 21000012
Consulting Services: Evidence-Based Community Violence
Reduction and Intervention Program

Proposal Due Date: January 15, 2021 11:00 A.M. EST

Please fill out the information below and attach to your RFP documents

Company Name:		Contact Name:	
Company Phone:		Contact Phone:	
Company Fax:		Contact E-mail:	
Company Address:			
WebSite Address			
Federal Identification # (TIN #)			

The City of Grand Rapids is issuing this Request for Proposal (RFP) for obtaining services related to the development & implementation of programs related community violence & intervention reduction. Proposals shall be submitted to the City Advantage360 VSS system found on our webpage with the link below. Please note that companies are required to register with Advantage 360 VSS to become a vendor. If you are not currently registered, or wish to update an existing vendor profile, click on the following link to begin registration (VSS system) Should you have technical difficulties, please contact the purchasing agent listed above: <https://myadvantagecloud.cgi.com/micgr/vss/AltSelfService>

As an alternative to CGI VSS portal, the responses may be shipped in one box or package with the following information prominently displayed:

Purchasing Department - City of Grand Rapids
Attn: Cindy Scholten
300 Monroe NW Room 720
Grand Rapids, MI 49503

Request for Proposals 918-67-06
Community Violence Reduction and
Intervention Program Svcs
Due: January 15, 2021 11:00 AM EDT

Company Name: ##### (insert your name here)

The terms bidder, company, vendor, respondent, and contractor are all used throughout this RFP to reference the name of the company submitting a response to this RFP. The information submitted by a vendor in response to this RFP shall be referred to as the "Proposal" or "Vendor's Response."

All information in a bidder's proposal and the subsequent contract is subject to the provisions of the Freedom of Information Act, 1976 no.442, as amended, MCL 15.231 or latest revision thereof. Bidders shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

Responses / Submittals:

The City requires submittal of one of the complete RFP response to the VSS system.

RFP Submittal Checklist:

- Advantage360 Registration (VSS System)
- One (1) copy of the original RFP and One (1)
- Completed litigation statement
- Completed conflict of interest statement
- Insurance Certificate of Liability on an ACORD form from an insurance company authorized to do business in the State of Michigan (additional insurance may be required as well as a waiver of subrogation)

Introduction

The City of Grand Rapids is accepting proposals from qualified firms to serve as a lead agency in providing services related to the development and implementation of a Community Violence Reduction and Intervention Program.

The information provided is intended to assist firms to respond completely to this Request for Proposals. It is not intended to limit a proposal's content or to exclude any relevant or essential data. Firms are encouraged to include additional information that substantiates their product quality and service capabilities.

To respond to this RFP, proposals must conform to the procedures, format, and content requirements outlined in this document. Significant deviations may be grounds for disqualification. The City reserves the right to waive, at its discretion, any irregularity or informality that City deems correctable or otherwise not warranting rejection of the RFP.

RFP information and documents are available to vendors registered in the City's financial management system, Advantage360: <https://myadvantagecloud.cgi.com/micgr/vss/AltSelfService> ; selecting the Public Access link allows for viewing of the RFP documents and information without completing a registration process however, to submit your forms, you will need to register. Please call the buyer contact listed on the RFP with technical issues.

The City reserves the right to check all references furnished and consider responses received in determining the award. The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of the Agreement and to verify the accuracy of the contents of proposals. The City reserves the right to use submitted responses to this solicitation request, including "No Bid" responses, for the development and selection of future competitive solicitation lists or agreements, as it deems in its own best interests.

Estimated Timetable:

Key milestones for the procurement are shown below. Proposers shall note that the dates, with the exception of the proposal submission deadline, are provided as a guideline only and are subject to change as the City deems in its own best interests.

- RFP Release Date	December 14, 2020
- Deadline for Clarifying Questions	December 28, 2020 11:00am
- Proposal Submission Deadline	January 15, 2021 11:00am
- Targeted City Commission Approval	February 23, 2021
- Targeted Contract Execution	March 1, 2021

Project Scope:

I. Background

According to a report published by the Centers for Disease Control and Prevention in 2017, homicide is the leading cause of death for Black males, ages 1 - 44. Gun violence is an epidemic that disproportionately affects low-income communities and communities of color across the nation at an alarming rate. Many of Grand Rapids' most economically disenfranchised residents are residents of neighborhoods that continue to suffer the direct effects of repeated trauma and the indirect effects of unhealed past traumas and continue to experience a disproportionate burden of violence and its corollary effects.

In recent years, The City of Grand Rapids has experienced significant increases in violent crime rates including both homicides and part 1 crimes. A year-to-date comparison of 2020 with 2019 reveals that the City of Grand Rapids has seen a 5.4% increase in robberies, a 7.5% increase in burglaries, a 21.7% increase in aggravated assaults, and a 92.9% increase in homicides.

In the [City of Grand Rapids' Strategic Plan](#), the City has committed to making Grand Rapids a place where all people "Feel Safe and Are Safe at All Times." The City seeks to implement an evidence-based violence reduction and intervention program that will be an additional tool in reaching that goal.

The City of Grand Rapids, by and through the Office of Oversight and Public Accountability (OPA), requests proposals for a lead agency to coordinate and implement an evidence-based community violence reduction and intervention program in the City of Grand Rapids.

The program should be based on a Cure Violence model (www.cureviolenceglobal.org), Operation Cease Fire model (www.operationceasefire.com), Advance Peace model (www.advancepeace.org), NOLA For Life model (nola.gov/getattachment/Health/Data-and-Publications/NOLA-FOR-LIFE-PLAYbook_for-web-9-2-14.pdf/) or a model with similar methods and outcomes.

This RFP seeks qualified applicants that embrace an evidence-based community centered approach to gun violence reduction and intervention, have strong community ties, and that have the capacity to attract and manage diverse funding sources.

Proposals should demonstrate the methods of implementing and administering a community safety strategy that includes direct violence interruption as a pivotal component of the program. The ideal applicants will have a demonstrated presence within City of Grand Rapids neighborhoods and will utilize individuals that have influence with those at highest risk of committing shootings or

perpetuating other violent acts by building trusting relationships with the drivers of violence in community, due to their own lived experiences.

The City of Grand Rapids intends to contribute \$75,000 annually with renewal options for an additional two years resulting in a total City investment of \$225,000 subject to commission approval and availability of funds.

II. Expected Result

The expected result will be a measurable evidence-based violence reduction and intervention program that results in a significant decrease in violent incidents including, but not limited to homicides.

III. Qualifications

Proposals are sought from seasoned and qualified individuals or organizations that meet the expectations listed below. Proposals from partnering organizations or collaborations are welcome as long as an eligible leading entity is clearly identified. The City reserves the right to not make an award if it is deemed that no applicants exhibit the ability to meet the qualifications and expectations contained in this RFP.

Qualifications and expectations include:

- Existing relationships with City of Grand Rapids' neighborhoods. Additional consideration will be given to applicants that have relationships in the City of Grand Rapids' Neighborhoods of Focus.
- Willingness to assemble, utilize and support a team that includes credible messengers including, but not limited to people with criminal records.
- Demonstrated ability to track, document and report on results.
- Track record of partnerships with other organizations.
- Culture of transparency, accountability, flexibility, and trust building.
- Willingness to operate during weekends, evenings, and late nights.
- Organizational capacity to handle risk and liabilities, including a strong governance structure, insurance, and financial stability.
- Ability and experience securing and managing diverse types of funding from various sources including, but not limited to philanthropic, corporate, and public sources.

IV. Description of Project Services

- Fully implement, supervise, and facilitate an evidence-based community violence reduction program in partnership with community members and other stakeholders.
- Develop a funding sustainability plan.

- Advertise, recruit, vet, and utilize individuals that have influence with those at highest risk of committing shootings or perpetuating other violent acts by building trusting relationships with the drivers of violence in community, as violence interrupters, outreach workers, and supervisors.
- Support initial new staff training and ongoing staff professional development.
- Identify referral partner organizations, conduct site visits, develop agreements, and maintain relationships.
- Document activities, responses, and community resident involvement.
- Establish and maintain a database management system to track progress, program efforts and outcomes.
- Hold community events to increase visibility of the program, cultivate community buy in, change norms, build rapport, and provide education about nonviolence.
- Analyze all shootings that occur in or near the target area to determine the causes, the necessary response to prevent a retaliatory act of violence, the reason the shooting was not prevented and what the program site can improve to prevent shootings in the future.
- Stay informed about evolving practices in violence intervention work.
- Provide regular updates to the City, by and through the Office of Oversight and Public Accountability, regarding the progress, implementation, and results of the evidence-based community violence reduction program.

V. Bid Package Requirement

In addition to this document, your response to this RFP must include the following:

1. Cover Letter: Provide a one-page letter indicating why your organization is interested in serving as the lead agency for the City of Grand Rapids' community violence reduction program.
2. Organizational Overview: Describe your mission, a brief history of your organization, the geographic area served and the target population to whom you provide services.
3. Statement of Qualifications: Respond to the eligibility criteria above, which includes describing your organizational capacity, experience with City of Grand Rapids neighborhoods and areas of high gun violence, prior documentation of results, experience with trauma informed practices for staff, customers and participants, experience forming partnerships, and any previous work with community violence reduction and intervention work. Describe existing partnerships and relationships that your organization has with the community and how your organization will leverage those relationships to meet the needs of the population.
4. Approach: Describe how you would implement the scope of services and the timeline associated with that implementation. Describe the violence reduction and implementation model you would utilize including the core pillars of your program and existing or future partnerships that would play a role in this project. Describe the roles of existing staff in this project. Describe the proposed goals/results of your effort and how you will measure them. Describe the data

collection measures you will use to assure ongoing tracking of the contract requirements and outcomes. What quantitative and qualitative measures do you propose to track. Please describe any performance measures you will track. Describe how results will be communicated to the City. Describe your approach to racial and socio-economic equity, both inside and outside the organization.

5. Budget: Provide a budget estimate (line item cost breakdown and total cost) for an evidence-based community violence reduction and intervention program and indicate any in-kind or additional support your organization can provide. If needed, a narrative supporting the proposed budget may be submitted.
6. Fund Management and Fundraising: Provide specific details of the applicants experience with managing funding from various sources and complying with reporting and regulatory requirements. Please also detail the entity's experience raising funds from the philanthropic, corporate, and public sectors. To sustain the program long term, the entity may need to build on the current funding by raising additional funds.
7. Data Requirements: Provide a detailed explanation of anticipated data that will be needed by your organization to design an evidence-based approach to community violence reduction and intervention. Indicate the anticipated sources for that data and the extent to which your organization has access to that data.
8. Acknowledgement of Lead Role: This RFP seeks applicants that are interesting in leading all of the work associated with this program including but not limited to, implementing all of the project services and expectations included in this RFP, day to day operations of the program, securing financial resources (if needed) and partnerships to support the implementation and continued operation of this program. You are required to provide a statement that acknowledges your intent to accept those responsibilities. Include a statement explaining any additional needs that your organization would expect the City to provide in order to implement and operate this program.
9. Board of Directors: Provide a list of your Board of Directors and Board Officers.
10. Organizational Budget: Provide a copy of your organization's annual operating budget or pro-forma balance sheet, including funding sources.
11. Key Staff: Provide resumes of key staff and information regarding your anticipated project team members. If know, please list any proposed partners and their roles in the partnering and collaboration and their proposed roles.
12. Work Samples: Provide samples of past related work such as flyers or photos (not more than 3 pages).

13. Personnel and Program Concurrence: Provide a statement indicating the willingness to grant the City the right to concur with any changes in personnel and any changes to the program model.
14. References: Provide two letters of reference from organizations with whom you have partnered
15. Appendix questions: Please provide answers and include supporting documentation for the following questions included as an appendix to your proposal.
 - Does the organization have non-restricted funding to cover up to six (6) weeks of operating expenses related to the proposed projects?
 - Does the organization have any unresolved delinquent taxes, liens, or past due obligations of any kind to the federal, state, or local government including to the City of Grand Rapids?
 - Does the organization have any unpaid court judgments?
 - Has the organization had any financial defaults or involvement in legal action, including but not limited to bankruptcy or owing back taxes?
 - Does the organization have any compliance issues with a local, state, or federal funder (e.g. monitoring findings, slow rate of expenditure or draw, late reports, etc.)?
 - How many years has your company been in business?
 - How many years of experience does your company have with similar projects?
 - Does the organization have a strategic plan?

VI. Evaluation Method:

An evaluation committee will evaluate and numerically score each response that has passed Review for Defects. The committee may also have portions of the proposal reviewed and evaluated by independent third parties or City personnel with technical or professional experience that relates to the evaluation criteria. The evaluation team will develop a composite rating indicating the collective ranking of the highest rated responses in descending order. The evaluation team may then conduct interviews with only the top ranked responses, usually the top two (2) or three (3) depending upon the number of responses received. Negotiations shall be conducted with responses so selected. The evaluation committee may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award at their discretion.

The City will use the following criteria to evaluate the responses which, in the City's opinion, will best serve the City's interest in obtaining the desired service levels:

- A) Extent to which the proposal fulfills the City's stated requirements (25 points)
- B) Approach to providing violence reduction services for the City (30 points)
- C) Ability to deliver the services as stated in the RP and capacity to effectively implement the program (15 points)

D) The organizations experience, qualifications and record of past performance in programs of a similar nature (15 points)

E) Proposed cost of providing the violence reduction services (15 points)

Each member of the evaluation review committee must support their reasons for scoring with appropriate documentation or notes in the space provided. Any such documentation or notes shall be made for each offeror. Work sheets and evaluator's notes will become part of the solicitation file. Such notes are subject to the Freedom of Information Act, even if they were in the possession of the evaluator. Proposal copies are to be considered City documents/property and should be disposed of in an effective manner. Proposal copies may be written on or noted. The evaluation score sheet and all notes shall be provided to the Purchasing Agent, which when turned in become part of the procurement file.

Each member of the evaluation committee must score each and every proposal independently. For emphasis in understanding and rating proposals, it is suggested that proposals be read and rated a second time. (First reading check against RFP requirements; second reading should be more comprehensive). A meeting with the evaluation team shall take place to discuss the rankings, merits, and deficiencies of the proposals, until the top ranked proposals become clear. All information obtained discussed etc., is confidential throughout the evaluation process.

VII. Diverse Contracting and Subcontracting

- The City of Grand Rapids values equity, diversity and inclusion, and per the April 2019 adopted Strategic Plan is committed to leading our equity work with racial justice. This in combination with our Professional Services Contracting administrative policy 73-09, is why the City requires that professional service providers use their best efforts to subcontract, joint venture or otherwise enter into business arrangements with diverse individuals and/or minority-owned, women-owned and/or Micro Local Business Enterprises (MLBEs).
- The Business Developer in the Office of Equity & Engagement can guide prospective MLBEs through the MBLE certification process during or after this RFP process. MLBE certification often provides additional opportunities to do business with the City of Grand Rapids. The Business Developer, Alvin J. Hills IV, can be reached at ahills@gricity.us and more information is under the Supplier Diversity menu on the Office of Equity & Engagement webpage.
- If applicable, please list confirmed, prospective, and tentative business partnerships/subcontractors you will or may use for the scope of work proposed. Please list principal owner(s) name, name of business, city and state of business headquarters, estimated payment amount from total proposed budget, and scope of work the partner will perform.

Additional Information and Rights of the City

All information in a bidder's response or submittals and any subsequent contract is subject to the provisions of the Freedom of Information Act 1976 no. 442, as amended, MCL 15.231 or latest revision thereof. Companies shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

The City reserves the right to declare as non-responsive and reject any proposal in which material information requested is not furnished or where indirect or incomplete answers of information are provided, or if departments are contacted prior to bid opening. All proposals submitted shall include the City's RFP document in the format requested, no exceptions. Any submitted proposal not including the City form may be rejected as non-responsive.

No separate agreements shall be recognized unless they are included in the proposal for analysis and review, prior to contract award. The City of Grand Rapids "General Terms and Conditions" are hereby incorporated by reference. This signed and completed RFP document, along with the complete submitted response, will be included by reference as part of any contract document with the awarded vendor. Respondents must be bona fide providers of the products and services requested.

This Request for Proposal does not commit the City to award any contract, to pay any costs incurred in the preparation of a proposal under this request, or to procure a contract for services or supplies. The City reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with all qualified sources, and/or to cancel this RFP in part or in whole, if it is in the best interest of the City to do so.

All documents and submittals provided with the RFP response shall become the property of the City of Grand Rapids and shall be subject to public inquiry and dissemination as required. Any response that is submitted in full as "confidential" or "proprietary" shall be rejected as non-responsive, no exceptions.

All costs proposed shall remain firm for one-hundred twenty (120) days from the date of the RFP opening.

Communication Restriction:

The City of Grand Rapids Purchasing Department shall be the sole point of contact for purposes of information concerning this RFP. From the date that this RFP is issued until the date the Contract is awarded, interested parties should not contact any official or employee of the City for additional information concerning this RFP, except in writing directed only to the contact listed herein on page 1, or the City Purchasing Agent. Any requests for clarification or additional information regarding this RFP shall be directed in writing. If a prospective Proposer engages in any unauthorized communication, the City may reject that Respondent's proposal(s). Questions will be compiled and disseminated through an addendum/amendment to the RFP. It is your responsibility to check for changes prior to submittal. All changes will be on the CGI Advantage360 VSS with an additional copy posted to grandrapidsmi.gov/OPA.

Cost of Preparation:

The Respondent shall be responsible for any and all costs incurred in the development and submission of any response. The City assumes no contractual obligation as a result of the issuance of the solicitation, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. The City shall not be contractually bound until the City and the successful Respondent have executed a written Contract for performance of work.

Discrepancies or omissions:

If a Proposer should find discrepancies or omissions in these documents, he/she should at once notify the Purchasing Agent/buyer. The Proposer is required to furnish any information regarding any additional costs not covered herein by the City with their proposal. It is the City's intent for all costs to be included herein. Any costs not included herein may not be considered allowable costs under any contract.

Non-Collusion:

By signed submittal and completion of this document, the Proposer certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Proposer understands collusive bidding is a violation of Federal Law and that any false statement thereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

RFP/Solicit Cancellation:

The City reserves the right to cancel this solicitation and/or any planned award for any or no reason as it deems in its own best interests, at no additional costs to the City. Such cancellation notice shall be provided to all respondents prior to final contract execution.

Economy of Responses:

Responses and presentations should be prepared simply and economically, providing a straightforward and concise description of the Proposer's capabilities to satisfy the requirements of the solicitation. Emphasis should be placed on completeness and clarity of content.

Multiple Responses:

Multiple responses or solutions, defined as the submission by the same Proposer of two or more responsive responses offering an alternative which meet the requirements of the solicitation, will be considered. Multiple responses shall be submitted separately and will be evaluated as independent responses.

Reserved Rights:

The City of Grand Rapids reserves the right to request any additional information which might be deemed necessary after responses are submitted as it deems in its own best interests to do so.

Further, the City, as it deems in its own best interest, reserves the right to:

1. Reject any or all bids.
2. Issue subsequent RFP's.

3. Postpone opening for its own convenience.
4. Remedy technical errors in the RFP process.
5. Approve or disapprove the use of particular subcontractors.
6. Solicit best and final offers from all or some of the Proposers.
7. Award an agreement in its own best interests.
8. Waive informalities and irregularities in responses and/or services proposed.

The City reserves the right to check all references furnished and consider responses received in determining the award. The City reserves the right to perform investigations as may be deemed necessary by the City to assure that competent persons will be and are utilized in the performance of any Agreement and to verify the accuracy of the contents of responses.

Questions:

Any formal requests for clarification, questions, or additional information regarding this solicitation shall be submitted in writing no later than 11:00 a.m. December 28, 2020 per the following contact information:

Cynthia Scholten, Purchasing Agent
Purchasing Department
300 Monroe NW Suite 720
Grand Rapids MI 49503
Phone: (616) 456-3173
Fax: (616) 456-3339
Email: cscholten@grand-rapids.mi.us

Any questions received after 11:00 a.m. December 28, 2020 shall not be considered.

Questions received prior to the stated deadline will be compiled into an addendum and uploaded to the CGI Advantage360 VSS system on December 30, 2020. In addition, they will also be posted to grandrapidsmi.gov/OPA. As a reminder, any and all questions, requests for clarification or additional information received by the City regarding this RFP will not be considered confidential in any way, shape, or form.

The City may also issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda prior to the response due date. Any such Addendum or correction shall be provided through the Advantage360 system. Respondent should not rely on any representations, statements or explanations other than those made in this RFP or in any written Addendum to this solicit. Where there appears to be conflict between the RFP and any Addenda issued, the last Addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all Addenda. The Proposer should verify with the City's Advantage360 site prior to submitting a response that all Addenda have been received. Proposers are required to acknowledge the number of Addenda received as part of their responses.

Proposers who obtain copies of this solicit from sources other than the City's Advantage360 website risk the potential of not receiving addenda, since their names will not be included on the vendor list for this particular solicit. Such Proposers are solely responsible for those risks.

Submittal:

The City requires submittal of the RFP response through the CGI VSS portal by the date listed on page 1 of this RFP. If you are in need of technical assistance, please contact purchasing immediately. After calling purchasing, should you still not have access to our CGI VSS system, you may mail it to the address below.

Fields contained within this RFP document shall be completed where requested; the Company name shall be entered in the areas provided at the bottom of each page where requested. Responses should contain the elements of information requested. All proposal pages should be appropriately numbered. Any variances from specifications, which may be proposed, must be specifically noted as an "Exception" in the fields provided.

All responses, documents, terms, and information related to the proposer's response to this RFP shall be submitted with the response package prior to the submission deadline. No separate schedules, agreements, terms, conditions, etc. shall be recognized or accepted if not initially submitted with the response to this RFP.

Proposal responses and submittals **January 15, 2021 11:00 A.M. EST**

As an alternative to CGI VSS portal, the responses must be shipped in one box or package with the following information prominently displayed:

Purchasing Department - City of Grand Rapids
Attn: Cindy Scholten
300 Monroe NW Room 720
Grand Rapids, MI 49503

Request for Proposals 918-67-06
Community Violence Reduction and
Intervention Program Svcs
Due: January 15, 2021 11:00 AM EDT

Company Name: ##### (insert your company name)

If the response is sent by mail or commercial express service, the Respondent shall be responsible for actual delivery of the response to the City Purchasing Department before the deadline. All responses become the property of the City of Grand Rapids. The content of all responses shall be held confidential and sealed until after the public bid opening.

Late Proposals, Modifications, or Withdrawal

Proposals received after the date and time indicated will not be accepted or considered.

Proposals may be withdrawn or modified in writing prior to the proposal submission deadline. Proposals that are resubmitted or modified shall be sealed and submitted to the City's Purchasing Department prior to the proposal submission deadline. Following the deadline date proposals will be considered firm.

Price Quotations:

All costs and prices shall be quoted in U.S. dollars. Pricing/Rates proposed for complete services as described herein shall be inclusive of all overhead, all fuel costs, mobilization, labor, materials, equipment, scheduling, parking fees, setups, incidentals, profit, mailing and postage costs, and all other miscellaneous cost borne by the contractor throughout the life of the contract. Any required travel costs shall be provided as an estimate at standard rates (ie coach airfare, standard room rental, etc); any travel costs above standard rates shall be at the contractor's cost. In case of error in the extension of prices in the response, the unit prices shall govern.

Solicit Evaluation/Award:

Review for Defects - Submitted responses will be reviewed for their timeliness, format, completeness, and the correct number of submittal copies. Responses may be rejected by being late, incomplete, incorrectly formatted, or incorrect number of copies. This review may waive any defects or allow vendors to submit a correction if determined in the best interest of the City. If a late response is rejected, the response will not be opened or evaluated for format or completeness.

An evaluation committee, formed at the City's sole discretion, will evaluate and review each response that has passed Review for Defects. Proposals will be evaluated based on various items, including but not limited to, all of the requirements listed in this RFP, quality of application, clarity and innovation, capacity for program implementation (including, but not limited to, fund management and fundraising ability), the City requirements and guidelines, and cost. This process allows applicants to offer the most appropriate solution(s) in order to meet the needs and requirements expressed in this RFP. The evaluation and award for this solicitation shall be made to the responsible offer whose response is deemed most advantageous and the best value for the City.

The City reserves the right to award in total, to reject any and all responses in whole or in part, and to waive any informality or technical defects, if, in the City's sole judgment, the best interests of the City will be served. The solicitation file shall contain the basis on which the award is made. The award of this RFP and any subsequent contract shall be at the sole discretion of the City.

Upon initial award recommendation by the internal review team, the Purchasing Department may, at its' sole discretion, provide appropriate notice of award through the Advantage360 system or by email.

Interview/ Presentation: The City, at its sole discretion, reserves the right to schedule an interview and presentation with selected companies to clarify or elaborate on the submittal. Proposers who are selected for an interview and presentation by the evaluation committee (at the committee's sole discretion) will be provided the opportunity to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. The City will schedule the time for the selected Respondents in advance, including exact date and time, as well as any specific questions or requirements.

The commencement of discussions or the scheduling of presentations does not signify a commitment by the City to award or to continue discussions with the Respondent. Oral presentations are an option of the City and may or may not be conducted. The evaluation team reserves the right to re-rank proposals selected for interview, based on the results of the presentations in consideration of the final award. Failure to comply with the presentation request shall result in the bid being rejected as non-responsive.

Negotiations: The City reserves the right to select the response that best fits the needs and requirements of the City, and upon recommendation for award, enter into contract negotiations, and/or request revised responses from the recommended Proposer. If the City and the recommended or selected Proposer cannot negotiate a successful contract, the City may terminate said negotiations and begin negotiations with another recommended selected Proposer. This process will continue until a contract acceptable to the City has been executed or all selected responses are rejected. No Proposer shall have any rights against the City arising from such negotiations or termination thereof.

Debriefing: Upon the RFP opening date, a tabulation of respondents by company name will be made available; review of submittals will not be allowed at that time. The entire solicitation file, including responses, submittals, ratings and justifications of award, will become public information and may be available for review upon request, only after final award approvals are completed. Debriefing requests shall be by appointment only. Due to Covid-19, bids will not be publicly opened

EXCEPTIONS

Company Name: _____

RFP responses comply with all instructions, terms and conditions contained herein: Yes No

If “No” list Exceptions below in detail, listing page and specification numbers for each exception noted. Use additional sheets if necessary. Any exceptions to the attached specifications, terms and conditions, solicit objectives, or other City Documents must be clearly stated in the response to this solicitation. If any exceptions are taken, an explanation must be made giving in detail the extent of the exception and the reason for it. Failure on the part of the Respondent to list exceptions as instructed above will be interpreted that the Respondent has taken no exceptions and that his offering is in complete conformance to the specifications and solicit objectives contained herein. Any exceptions or deviations discovered after the closing date will be to the Respondent’s account and, consequently, will not be considered or negotiated.

Exception # Description

[____] _____

[____] _____

[____] _____

[____] _____

[____] _____

[____] _____

[____] _____

[____] _____

[____] _____

[____] _____

[____] _____

SAMPLE AGREEMENT TERMS & CONDITIONS

THE FOLLOWING INFORMATION IS ILLUSTRATIVE OF STANDARD TERMS AND CONDITIONS OF THE CITY, AND PRESENTED FOR INFORMATIONAL PURPOSES. THE CITY FULLY RECOGNIZES THAT ANY FINAL CONTRACT OR AGREEMENT WILL BE MUTUALLY NEGOTIATED, WITH THE UNDERSTANDING THAT SUBSTANTIAL PORTIONS OF THE FOLLOWING TERMS AND CONDITIONS WILL BE INCORPORATED INTO ANY FINAL AGREEMENT.

AGREEMENT

Between

The City Of Grand Rapids
Michigan

and

(Contractor)

for

Community Violence Reduction and Intervention Program Services

Project No. 918-67-06

General

This Agreement entered into this ___ day of ___, 2021 by and between the City of Grand Rapids, Michigan, a Michigan municipal corporation, 300 Monroe Avenue, NW, Grand Rapids, MI 49503, pursuant to and under the authority of City Commission Proceeding No. ___, dated _____ (“the City”), and _____ (“the Consultant”);

WHEREAS, the City desires to obtain various professional consultant services related to the provision of Community Violence Reduction and Intervention Program Services;

WHEREAS, the Consultant desires to provide Grand Rapids with professional services related to those matters;

NOW, THEREFORE, in consideration of the foregoing and the acceptance of all responses, verbal and written, submitted by the Consultant to the Request for Proposal #918-67-06, hereby incorporated by reference, and intending to be legally bound, the parties enter into an AGREEMENT as follows:

The City of Grand Rapids “General Conditions and Instructions to Bidder” are hereby incorporated by reference.

All information in a bidder’s response and the subsequent contract is subject to the provisions of the Freedom of Information Act 1976 no. 442, as amended, MCL 15.231 or latest revision thereof. Bidders shall note that pricing methodologies, cost and fee proposals, and any other response information related to pricing shall not be considered confidential information.

Any and all financial, statistical, personnel, technical and any other data and information relating to the City’s operations shall remain strictly confidential. Any breach of confidentiality pertaining to any part of the City’s operations shall result in immediate contract termination.

Pursuant to the Michigan Iran Economic Sanctions Act, 2012 P.A. 517, by submitting a bid, proposal or response, Respondent certifies, under civil penalty for false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business,” as that term is defined in the Act.

The City shall not be bound by any part(s) of any separate agreements which contains information, options, conditions, terms, or prices not requested nor required in this contract unless such conditions are agreed to by both parties prior to entering a contract.

Any and all financial, statistical, personnel, technical and any other data and information relating to the City's operations shall remain strictly confidential. Any breach of confidentiality pertaining to any part of the City's operations shall result in immediate contract termination.

Non-Discrimination:

The bidder agrees not to discriminate against any employee or applicant to be employed in the performance of such contract with respect to hire, tenure, terms, conditions, or privileges of employment because of race, color, religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as material breach of the contract as provided for in Act 453 of the Public Acts of 1976, as amended, entitled "Michigan Civil Rights Act." The bidder further agrees to require similar provisions from any sub-contractors used to service this proposal.

Taxpayer Identification Number Certification:

Bidders are certifying with the signature applied to this response the following,

1. The number shown on this document is the correct taxpayer identification number (or I am waiting for a number to be issued to me)
2. I am not subject to backup withholding,
 - (a) I am exempt from backup withholding, or
 - (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a failure to report all Interest or dividends, or
 - (c) the Internal Revenue Service (IRS) has notified me that I am no longer subject to backup withholding and
3. I am an U.S. person (including an U.S. resident alien)

Certification Instructions:

You shall cross out item #2 above if you have been notified by the Internal Revenue Service (IRS) that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item #2 does not apply.

Non-Collusion:

By signed submittal and completion of this document, the Contractor certifies that this proposal response is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same product and that this proposal is in all respects bona fide, fair and not the result of any act of fraud or collusion with another person or firm engaged in the same line of business or commerce. The Contractor understands collusive bidding is a violation of Federal Law and that any false statement thereunder constitutes a felony and can result in fines, imprisonment, as well as civil damages.

Insurance Coverages:

The Contractor shall provide and maintain continued insurance coverage as required by the City (see "Exhibit I" as needed) throughout the life of the Agreement. Failure to maintain insurance coverage required by the City, or failure to provide proof of the required coverage in a timely manner, shall result in cancellation of the Agreement.

Indemnity Requirements:

Upon execution of the Contract, the Contractor shall agree to assume all liability for and protect, indemnify and save the City, its agents, officers and employees, harmless from and against all actions, claims, demands, judgments, losses, expense of suits or actions and attorney fees for injuries to, or the parties hereto, and their agents contractors, sub-contractors, officers and employees, arising in connection with or as a direct or indirect result of entering into and performance of the contract, whether or not due to or arising out of the acts of any party thereto or its agents, contractors, sub-contractors, officers and employees, or by or in consequence of any negligence or carelessness in connection with the same or on account of liability or obligation imposed directly or indirectly upon the City by reason of any law of the State of Michigan or the United States, now existing or which shall hereinafter be enacted, imposing any liability or liability or obligations, or providing for compensation to any person or persons on account of or arising from the death of, or injury to employees, said contractor shall pay, settle, compromise, and procure the injury to employees, said contractor shall pay, settle, compromise, and procure the discharge of any and all such claims and all such losses, damages, and expenses.

Confidentiality:

The Contractor acknowledges and understands that its employees may have access to proprietary information, blueprints, drawings, business information, or other confidential information belonging to the City of Grand Rapids. Therefore, except as required by law, the Contractor agrees that its employees will not:

- A. Access or attempt to access data that is unrelated to their job duties or authorizations as related to this Contract.
- B. Access or attempt to access information beyond their stated authorization.
- C. Disclose to any other person or allow any other person access to any information related to the City or any of its facilities or any other user of this Contract that is proprietary or confidential. Disclosure of information includes, but is not limited to, verbal discussions, facsimile transmissions, electronic mail messages, voice mail communication, written documentation, "loaning" computer access codes and/or another transmission or sharing of data.

The Contractor understands that the City or others may suffer irreparable harm by disclosure of proprietary or confidential information and that the City may seek legal remedies available to it should such disclosure occur. Further, the Contractor understands that violations of this provision may result in Contract termination.

The Contractor further understands that information and data obtained during the performance of this agreement shall be considered confidential, during and following the term of this Contract, and will not be divulged without the City's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the City as proprietary and confidential and shall make no unauthorized reproduction or distribution of such material at any time.

Contacts:

The Purchasing Department is the sole point of contact in the City of Grand Rapids with regards to all contractual matters relating to the commodities and/or services described herein. The Purchasing Department is the only office authorized to change, modify, amend, alter, clarify etc., the specifications, terms, and conditions of this agreement.

The project manager when hereinafter used shall refer to the contact person for the successful vendor for day-to-day operations.

Workmanship:

The City desires all services provided under this contract to be performed by competent and experienced personnel. Services and work shall be closely supervised and approved by a management representative of the Contractor. All work shall be subject to inspection at all times and shall be in compliance with any and all requirements established by the specifications and terms and conditions of this contract. All work shall be of the highest quality and in strict accordance with generally accepted trade practices. The Contractor shall at all times keep all areas in a clean and safe condition.

Services by the Contractor:

The Contractor shall provide such professional services as may be necessary to accomplish the work required to be performed and shall at its cost, furnish all necessary personnel, equipment, materials, and incidental items required as a part of his/her work, even though not particularly specified or indicated to competently perform the work.

The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the services described herein, in a competent and professional manner. The Contractor shall at all times cooperate with the City and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the service.

Services provided by the Contractor under this agreement shall be performed in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

The Contractor shall be responsible for the professional quality, technical accuracy, timely completion, and the coordination of all reports, preliminary plans, designs, drawings, specifications, procurement documents and other services furnished for the City by the Contractor.

In the performance of all services provided through this contract, the Contractor shall comply fully with all applicable laws, court decisions, and administrative regulations, and with all regulations and rules of the City. The City shall not be responsible for any failure to adhere or follow any applicable laws, rules, and regulations, or for any penalties incurred in relation to any such failure.

The Contractor shall also render itself fully cognizant of all personnel and operational procedures of the City which may be substantially impacted by the strategies recommended by the Contractor, and shall identify such impacts to the City. The Contractor shall not proceed with proposed strategies in areas so impacted without the approval of the City.

The City shall not be responsible for discovering deficiencies in the technical accuracy of Contractor's service. The Contractor shall be solely responsible for the accuracy of the services and shall promptly make necessary revisions or corrections resulting from its negligent acts, errors or omissions without any additional compensation from the City.

Approvals by the City of drawings, designs, specifications, reports and incidental consulting work or materials furnished hereunder shall not in any way relieve the Consultant of responsibility for the technical adequacy of the work. Neither the City's review, approval or acceptance of, nor payment for, any of the services shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Consultant shall be and remain liable in accordance with applicable law for all damages to the City caused by the Consultant's negligent performance of any of the services furnished under this Agreement.

Acceptance of services, including payment for same, shall not relieve the Contractor of responsibility for subsequent correction of its negligent act, error or omission or for clarification of ambiguities. During any other phase of work performed by others based on service provided by Contractor, the Contractor shall confer with the City when necessary for the purpose of interpreting the information, and/or to correct any negligent act, error, or omission without additional compensation, even though final payment may have been received by the Contractor. The Contractor shall give immediate attention to these corrections and/or changes.

In the event of any negligent act, error or omission which the City determines to be the responsibility of the Contractor in any phase of the service, the correction of which may require additional field or office work, the Contractor shall be promptly notified by the City and shall be required to perform such corrective services as may be necessary without delay and without additional cost to the City.

The contractor will be held responsible for the satisfactory and complete execution of the work in accordance with the true intent of the specifications, and shall assume full responsibility for all materials and workmanship used. He/she shall provide, without extra charge, all incidental items required as a part of his/her work, even though not particularly specified or indicated.

Any inability by the contractor for any and all reasons to maintain a regular and consistent work force may result in default of this contract.

Parking fees, costs, and/or fines shall not be provided or reimbursed by the City. A parking area may be provided, but a parking space is not guaranteed ("first-come first-served"). The contractor and their employees shall be responsible for any parking fines or fees incurred during the performance of services.

The Contractor shall agree to maintain security standards consistent with security policy of the City. These include strict control of access to data and maintaining confidentiality of information gained while carrying out their duties. The Contractor shall be required to ensure that all personnel employed on the contract, which require access to City of Grand Rapids information or facilities, meet the criteria for personal security clearance prescribed by the City.

Vendor shall comply to all laws, ordinances, codes, rules, regulations, and licensing requirements that are applicable to the conduct of business and its performance in accordance with the contract, including those of federal, state and local agencies having jurisdiction and/or authority. Vendor shall insure that all subcontractors are held to the same standard

Performance by Subcontractors:

The City understands and agrees that the actual performance of the services shall be made by the primary contractor as specified herein on the bid form page. For purposes of this agreement, performance of the services by any subcontractor shall be deemed as performance by the primary contractor itself. The successful contractors must obtain approval from the authorized City project manager for each such subcontractor. The primary contractor shall remain exclusively responsible for the performance or non-performance of the services by any subcontractor, to the same extent as if the primary contractor itself performed or failed to perform such services. Rates for subcontractor staff will not exceed any fee schedule established for the contractor for the job title/classification. The City agrees to solely consider the primary contractor, and not to any subcontractor, for satisfaction of any claims that the City may have arising out of this Agreement or the performance or nonperformance of services. In the event the prime

contractor utilizes one or more subcontractors, the prime contractor will assume all responsibility for performance of services by the subcontractor(s).

Non-assignment:

The contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same, whether by assignment or novation, without the prior written consent of the City of Grand Rapids.

Contract term:

It is the intent of the City to engage the Contractor until the selection process is concluded, and a successful contract has been negotiated and signed with the appointed candidate.

Management of service contracts:

The City's designated project manager shall be responsible for the day-to-day operation of the services and performance monitoring. Contractors are to note and document any performance or problems with the contract to the City Purchasing Department; City project managers will do the same with regard to the Contractor. This process does not relieve Departments or Contractors of any other responsibility to purchasing including expenditure amount and providing services not specifically in the contract. Questions concerning any issues should be addressed to the Purchasing Department (see modifications).

Modifications:

This contract shall not be modified, amended, extended, or augmented without prior approval of the City. Changes of any nature reflecting a material modification or change to this Contract, or any increase or decrease in total costs, shall not be permitted without a duly executed written Change Order provided by the City Purchasing Agent or designee.

Compensation:

The compensation to be paid to the Contractor for services under this Agreement shall be as provided in the proposal. Any provision in this Agreement to the contrary notwithstanding, the maximum obligation of the City for services described in this agreement is limited to the not-to-exceed amount of \$XXXX, unless this Agreement is modified in writing after the City Commission has authorized additional funds. The City is not obligated to spend any minimum or maximum obligation authorized under this Agreement.

The Contractor shall be responsible for adherence to any local, City, State, and Federal rules, regulations and ordinances and shall be required to obtain, pay for at its own expense, and maintain all applicable permits, licenses and fees pertaining to services or work required herein throughout the life of the contract. Failure to renew any applicable licenses and certifications, or the loss of thereof, may result in immediate cancellation of the contract.

City Income Tax to Be Withheld:

The Contractor shall certify the status of such payment to the City by Affidavit assuring the City in regard to the withholding of income taxes, as needed.

Personal Property Tax:

The Contractor shall certify the status of such payment to the City by Affidavit assuring the City in regard to the payment of property taxes, as needed.

Invoicing:

It is anticipated that invoicing and payment for services will occur as follows: half up-front (ie, Contract execution), quarter half-way through, and final payment at the Contract expiration. All invoicing of goods and services related to the project shall be in U.S. dollars, and shall be forwarded to the City's project manager. During the performance of services under this Agreement, the Contractor shall submit detailed invoices in the format requested by the City, accompanied by adequate supporting documentation, and include a brief progress report delineating the progress on each task of the services.

The Contractor shall furnish Affidavits of Payment for all subcontractors, and for major suppliers, to the City for all invoices, and when requesting final payment for services under this Agreement. The City shall not be liable for any such reimbursable expenses that have not been approved and referenced in the contract and/or any Statement of Work.

The successful contractor shall be aware that invoicing shall be accepted only from the contractor as listed on the response form and subsequent term purchase order and only in the format as specified herein. Invoices not meeting this requirement shall be discarded. No consideration shall be made by the City on behalf of the contractor for any reason in these circumstances. In these circumstances corrected invoices resubmitted for payment shall not be considered after (90) ninety days.

Payment Terms:

Unless otherwise stated, all payment terms will be Net 30 days after the receipt of a correct invoice and acceptance of goods or service.

Availability of Funds:

Any and all payments to the vendor are dependent upon and subject to the availability of funds to the City for the purpose set forth in this contract.

Non-Reimbursable Charges:

Pricing proposed shall include all overhead expenses and incidentals which shall include, but not be limited to shipping/delivery, travel time (prior to reaching the work site), per diem, vehicle costs and equipment charges (prior to reaching the work site), and any and all fuel surcharges. No additional costs shall be recognized unless negotiated and agreed to in writing by both parties.

Method of resolving dispute:

The Contractor hereby acknowledges that the City's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Proposal; questions as to the interpretation of any orders; and claims for damages, compensation and losses.

The Contractor shall be bound by all written determinations or orders and shall promptly comply with every written order of the Project Manager, including the withdrawal or modification of any previous written order and regardless of whether the Contractor agrees with the Project Manager's written determination or order. Any orders shall be issued in writing by the Project Manager; any verbal orders or instructions are not acceptable.

The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

Should an inspection by the City of Grand Rapids project manager reveal that the contractor's service or work results in any non-acceptable condition:

- A. The City of Grand Rapids project manager at the time of the first circumstance shall call for a meeting with the contractor to eliminate any misunderstanding on the issues involved and work towards an acceptable solution for both parties.
- B. If the condition should repeat itself a second time, or continue in an unacceptable manner, the City of Grand Rapids project manager, in conjunction with the Purchasing Agent/buyer, shall issue a written warning of possible contract termination should the condition continue.
- C. If the condition should repeat for a third time, the City of Grand Rapids project manager and the Purchasing Agent shall call for another meeting with the contractor and a written notice of contract termination shall be issued by the Purchasing Department.

Records to Be Maintained, Access to Records:

The Contractor shall maintain account books, records, documents and other evidence directly pertinent to performance and billing of the services defined in this Agreement in accordance with generally accepted professional consulting and accounting practices. The City, or its duly authorized representative, shall have access to such account books, records, documents, and other evidence for the purpose of inspection, audit and copying. The Contractor shall provide proper facilities for such access and inspection.

The Contractor shall maintain and make available accounting records during performance of the services under this Agreement and until three years from date of final payment for the Project. In addition, those records which relate to any appeal, agreement, litigation, or the settlement of claims arising out of such performance or cost, or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such appeals, litigation, claims, or exception. Upon completion of the project, the Contractor shall provide to the City electronic copies of all interview notes, planning, assessment, design, and implementation documentation created for the project.

Liability:

The City and its employees shall exercise ordinary care in protecting the property of the vendor on City property, but shall not be held liable for any damage to the vendor's property due to weather, floods, fire, elements, normal usage, or any other causes. Should any damage or defects in the vendor's property or equipment be observed by the City, notice will be summarily given as to the extent and nature of the damage or defect, and the responsibility for repair or replacement of the defective equipment shall rest solely with the vendor.

Reports:

The contractor shall be required to report the contract usage by City departments, including but not limited to usage/quantities, amounts paid to the Contractor, weigh slips, etc. All records, regardless of physical form, and the accounting practices and procedures of the contractor relevant to this contract shall be subject to examination by the City. Such records shall be reported when requested by the buyer in the City of Grand Rapids Purchasing Department or other internal City staff. Contractor shall maintain all of the applicable records for at least three years following completion of this contract.

Should an audit, inspection, or examination of the contract disclose any overpricing or overcharging of any nature by the Contractor to the City, the Contractor shall reimburse, through either cash remuneration or crediting of the City's account, the actual amount of the overcharge. Failure to provide reimbursement in a timely manner to the City shall result in immediate contract cancellation.

Independent Contractor:

The Contractor shall perform all work and services described herein as an independent contractor and not as an officer, agent, servant or employee of the City of Grand Rapids. Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and shall be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any. Nothing herein shall be construed as creating a partnership or joint venture between the City of Grand Rapids and Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant or employee of the City of Grand Rapids, nor shall any such person be entitled to any benefits available or granted to employees of the City of Grand Rapids.

Suspension of Services:

The City may order the Contractor, in writing, to suspend, delay or interrupt all or any part of the services for such period of time as may be determined to be appropriate for the convenience of the City. In the event of such a suspension, the Contractor may be entitled to extra compensation for damages if there are documented wage or material cost increases; however, the Contractor shall make no claim for lost profit, office overhead or other damages. The City will be responsible for Contractor losses, performance failures, delays, and work stoppages when they result by the City's failure to provide information or performance of other actions that creates project delay. The extra compensation will be submitted as change orders to the project. An exception to this would be any losses suffered as a result of a labor strike, city work stoppage, or acts of nature.

Termination:

The City may, at any time prior to the completion of full performance by the Contractor, terminate the Agreement by giving written notice not less than thirty (30) days prior to the effective date of its intention to do so. Such termination may be for cause or for the convenience of the City.

If the termination is for the City's convenience, payment to the Contractor will be made promptly for the amount of any fees earned to the effective date of the notice of termination, less any payments previously made. Should the City be eligible for any reimbursement based on pro-rated formula(s), such reimbursement shall be promptly paid to the City. Such requests for reimbursement shall be supported with factual data and shall be subject to the City's approval.

The City may terminate this Agreement for cause upon thirty (30) days' notice if the Contractor has substantially failed to perform in accordance with the terms of the agreement, including but not limited to the requirement that the Project be completed in a timely

manner. If the termination is for cause, the City shall compensate the Contractor the amount of any fees earned prior to the effective date of the notice of termination, less any payments previously made and less any amount retained by the City to defer additional cost the City may sustain in connection with the unsatisfactory performance of the Contractor, including but not limited to costs associated with finishing the project.

In the event that the City terminates the Agreement for cause pursuant to this section, and it later determined that the City did not have sufficient cause for the termination, the City shall compensate the Contractor as if it had terminated the Agreement for its convenience.

In the event the Agreement is terminated prior to its completion, the Contractor, upon payment as specified in this section, shall deliver to the City all reports, interview notes, and other documents, including electronic files, which have been prepared in the course of the work done under this Agreement. All such material shall become and remains the property of the City, to be used in such manner and for such purpose as the City may choose. It is further agreed that in the event the City shall terminate this Agreement due to failure to properly perform in a manner satisfactory to the Project Manager, the City may make such arrangements as it desires for the completion of the Project. The Contractor shall make no claim for additional compensation against the City by reason of such termination, beyond the amounts described in this section.

Vendor shall note: if the City obtains or becomes aware of any past or pending complaints, disciplinary actions, civil actions, criminal actions, etc concerning the Contractor, the City reserves the right to unilaterally cancel the contract immediately, as it deems in its own best interests to do so.

Remedies:

All claims, counterclaims, disputes and other matters in question between the City and the Contractor, including their agents, employees, subcontractors, Contractors or other subordinate parties arising out of or relating to this Agreement or its breach shall be decided in a court of competent jurisdiction within the County of Kent, State of Michigan, or in the U.S. District Court for the Western District of Michigan. This Agreement is to be governed by and interpreted in accordance with the law of the State of Michigan.

Waiver:

This Agreement shall be construed in a manner that a waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other breach of such provision or of any other provisions, nor shall any failure to enforce any provision hereof operate as a waiver of such provision or of any other provision.

Severability:

This Agreement shall be severable, if any part or parts of this Agreement shall for any reason be held or unenforceable by a court of competent jurisdiction, all remaining parts shall remain binding and in full force and effect.

Force Majeure:

Neither party shall be deemed in default or be liable for damages arising from its failure to perform its obligations under any agreement if performance is rendered impossible or impracticable for reasons beyond such party's reasonable control, such as, but not limited to, an act of God, war, and civil commotion.

Press Release or Other Public Communications:

Under no circumstances shall the Contractor without the express written consent of the City: a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the City, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the City. Such approval may be withheld if for any reason the City believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and b) Communicate in any way with any Contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the City; and c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the City.

Proprietary Rights

The Consultant hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Consultant hereunder or furnished by the Consultant to the City and/or created by the Consultant for delivery to the City, even if unfinished or in process, as a result of the Services the Consultant performs

in connection with this Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this agreement. The Consultant shall not, without the prior written consent of the City, use such documentation on any other project in which the Consultant or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Consultant to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.

b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Consultant and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.

c) Accordingly, neither the Consultant nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Consultant, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the City, except as required for the Consultant's performance hereunder.

d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Consultant and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Consultant hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

Ownership of Data:

All information provided by City to the Contractor, as well as any reports, notes, and other data, including but not limited to deliverables and outputs, collected and utilized by Contractor, its assigned employees, and/or subcontractors, pursuant to this Agreement, shall become the property of City as prepared, whether delivered to City or not. Unless otherwise provided herein, all such data shall be delivered to City or its designee upon completion of the Agreement or at such other times as City or its designee may request.

Acceptance of Facsimile, Scanned, or Electronic Signatures:

The parties agree that this Agreement, agreements ancillary to this Agreement, and related documents to be entered into in connection with this Agreement will be considered signed when the signature of a party is delivered by facsimile transmission or delivered by scanned image or such other electronic means including a signature entered into the City's Purchasing Software. Such facsimile, scanned, or electronic signature shall be treated in all respects as having the same effect as an original, wet-ink signature.

Counterparts:

This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

Entirety of Agreement:

This Agreement, and any attachments, incorporated by reference, constitutes the entire agreement between City and Contractor relating to the subject matter hereof and supersedes any previous agreements or understandings, oral or written. If additional or supplemental terms and conditions either intentionally or inadvertently appear separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and any special conditions in this response are the only conditions applicable to the response and any ensuing contract and the bidders authorized signature affixed to the response solicitation signature form attests to this. If you condition your bid on such additional terms and conditions, your bid shall be rejected as non-responsive.