

**City of Grand Rapids, Michigan
Purchasing Department
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Community Master Plan

RFP #918-92-02

Due: March 17, 2022 11:00 AM EST

Company Name:		Contact Name:	
Company Phone #:		Contact Phone:	
Company Fax #:		Contact E-mail:	
Company Address:			
Website Address		Federal Taxpayer ID #:	

The City of Grand Rapids is issuing this Request for Proposal (RFP) for obtaining proposals from professional consulting firms/teams to provide professional and technical expertise for the preparation of a Community Master Plan.

The terms bidder, company, vendor, respondent, proposer, 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. Company financials are considered confidential and shall be submitted in a separate envelope.

The City intends for this Request for Proposal to result in a contract for the Community Master Plan. This signed and completed RFP document, along with any submitted responses and terms and conditions, will form the contract document for the awarded vendor.

REQUEST FOR PROPOSALS
Community Master Plan
City of Grand Rapids, Michigan



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A. TENTATIVE SCHEDULE

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

RFP Release	Friday, February 11, 2022
Questions Due	Friday, February 25, 2022, 2:00 PM EST
Answers to Questions Released	Friday, March 4, 2022
Responses to RFP Due	Thursday, March 17, 2022, 11:00 AM EST
Short-List Selections	Friday, April 1, 2022
Consultant Presentations	Monday, April 25, 2022
Consultant Selection	Friday, May 6, 2022
Award Approved by City Commission	Tuesday, June 7, 2022
Execute Contract and Begin Work	Tuesday, June 21, 2022

B. INTRODUCTION

Professional consulting firms/teams are invited to submit a written proposal for the Community Master Plan (CMP) for the City of Grand Rapids, Michigan. The City reserves the right to select the most qualified consultants to form a consultant team to complete the key phases of this Plan.

Overview

The [Master Plan for the City of Grand Rapids](#) was last adopted in 2002, with amendments made in subsequent years. The Plan primarily focuses on the physical elements of the city and is built on Smart Growth principles as adopted by the State of Michigan at that time. Generally, the Plan has proven to be successful and, in many ways, remains relevant today. It is time to build on that success and reach deeper into the fabric of the community with a new CMP.

Grand Rapids has experienced tremendous growth in recent years. Since 2001, the city has seen over \$5 billion dollars in construction and the pace is increasing, with last year's \$443 million investment the third highest year ever. A principal focus of the CMP will be maintaining this momentum and increasing density and affordable housing, while ensuring the equitable application of City services for development and redevelopment efforts. To be successful, this requires a more holistic planning approach that addresses the City's current and future needs. As a mature and growing city, Grand Rapids will be changed by addressing land use needs as well as varied and changing demographics, diminishing resources, income inequality, and a host of other issues affecting the city's residents, businesses, visitors, and service providers.

Accordingly, the intent of the CMP is to address traditional land use topics (such as population, economic development, housing, mobility, and public improvements) and integrate equitable development into the Plan. It will examine the current state, re-imagine a future state, and establish measurable desired outcomes with specific recommendations for implementation. To provide context, key issues to be addressed will include, but not be limited to, the following:

- Equity
- Housing
- Mobility
- Safety
- Environmental Justice and Health
- Climate Change Mitigation and Adaptation

The total budget for consultant services is approximately \$1,000,000. Additional grants or other funding sources may be sought to cover specialized or optional Plan elements, if needed.

The overall project timing is estimated below:

Phase	Timeline
Pre-Planning Phase	January 2020 – July 2022
Community Input Phase	August 2022 – January 2024
Adoption Phase	February 2024 – May 2024 (Adoption May 2024)

C. BACKGROUND

About Grand Rapids and the Region

Grand Rapids is the ancestral land of the Anishinaabe: the Ojibwe, Odawa, and Bodéwadmi people, also known as the People of the Three Fires.

Grand Rapids is the second-largest city in Michigan. The city's population is approximately 200,000 and covers an area of 45 square miles.

Grand Rapids features a downtown that is the regional urban center; historic districts; neighborhood traditional business districts; traditional, mid-century, and newer residential areas; a large park system; retail and commercial corridors; and a robust regional public transportation system. The Grand River flows through the center of Grand Rapids and the City and its partners are working on a complex project to remove its dams and restore its namesake rapids.

The region has a strong and diverse employment base including healthcare, grocery, home and office furniture, manufacturing, and craft beer. Grand Rapids also features a robust art and cultural scene, with museums (including a Presidential Museum), a zoo, gardens and sculpture park, art museums and galleries, live music venues, Broadway and local shows, and professional symphony and ballet companies. Grand Rapids also has minor league hockey, basketball, and baseball franchises.

Nationally, the City or the region has received numerous recognitions including:

- Tree City USA Growth Award, 2021 (Arbor Day Foundation)
- #2 Sustainable U.S. Metropolitan Area, 2021 (Site Selection Magazine)
- #2 Remote-Ready City in the US, 2021 (livability.com)
- Best Beer City, 2021 (USA TODAY 10Best)
- #28 Most Hipster City in the World, 2021 (movehub.com)
- #21 Best Place to Live, 2020 (livability.com)
- #1 Mid-Sized City for Economic Growth Potential, 2019 (Business Facilities)
- #2 Top Real Estate Market and Hottest Neighborhood to Watch, 2019 (Trulia)
- Top Cities in the Nation for Job Growth, 2019 (Reuters)
- Top 10 Smaller Cities Poised to Skyrocket, 2018 (National Association of REALTORS)
- #9 Most Affordable City for Business Professionals to Live and Work, 2018 (CNBC)
- Top 10 Big U.S. Cities with the Fastest-Growing Economies, 2018 (Forbes)
- Best River Town, 2017 (Outside Magazine)
- #1 Best City for Raising a Family, 2012 (Forbes)

The City has also made less worthy lists, including the following:

- #115 Worst Place to Raise a Family, 2021 (WalletHub)
- #122 in U.S. for Hispanic Entrepreneurs, 2018 (WalletHub)
- #39 for Residential Segregation, 2018 (Apartment List)
- #2 Worst for African Americans Economically, 2015 (Forbes)

The City of Grand Rapids' population is diverse and young. While the following statistics don't tell the full story, they do offer pertinent background information.

Race/Ethnicity	White alone, not Hispanic or Latino 59.0% Black or African American alone 18.6% Hispanic or Latino 16.1% American Indian & Alaska Native alone .4% Asian alone 2.4% Two or more races 5.6% Language other than English spoken at home 16.5%
Age	Median age of 31
Education	High school graduate or higher, persons 25 years+ 86.7% Bachelor's degree or higher, persons 25 years+ 36.4%
Socioeconomic	Median household income \$50,103 Persons in labor force, 16 years+ 64.5% Persons in poverty 20.4% Unemployment rate 3.5%
Housing	Owner-occupied housing unit rate 55.4% Households with a computer 89.5% Households with broadband internet 82.5% Housing with potential lead risk 37.5%
Health	Life expectancy 78.7 years Obesity 33.3% Walkability score of 56.7 Persons living within walking distance to a park 75.6% Uninsured 65 and under 9.5%
Safety	648.2 violent crimes per 100,000

Please [click here](#) to learn more about Grand Rapids.

Past and Present Planning Initiatives

Grand Rapids' last city-wide Master Plan was adopted in 2002. The Smart Growth principles of the 2002 Plan continue to be relevant today and the Plan has been amended over the years with the formal adoption of numerous Area Specific Plans and Corridor Plans. These plans can be read in their entirety [here](#) and include:

- Belknap Lookout
- Boston Square Business District
- John Ball Area Neighbors/South West Area Neighbors
- Grandville Avenue
- [GRForward Downtown and River Action Plan](#)
- Michigan Street Corridor
- Midtown Neighborhood Association (Brikyaat Area)

- Monroe North Business District
- North East Beltline Joint Development
- South Division Corridor
- Southtown Business Districts
- Westside

Additionally, other plans have been created, but not officially adopted by the City, and include:

- [Age-Friendly Action](#)
- Heritage Hill
- Wealthy Street Alliance
- Heartside
- Martin Luther King Park

Furthermore, other relevant City plans have been completed and include:

- [Vital Streets Plan and Design Guidelines](#)
- [Parks and Recreation Master Plan](#)
- [River for All - Grand River Corridor - Implementation Plan and River Trail Design Guidelines](#)
- [City of Grand Rapids Strategic Plan](#)
- [Equitable Economic Development & Mobility Plan](#)
- [Housing NOW!](#)
- [Grand Rapids/Kent County, Michigan Housing Needs Assessment](#) (City Housing Need [Here](#))

Additionally, the City's partners have created the following plans and studies:

- [Align: The Rapid's Transit Improvement Plan](#) (the Rapid)
- [Economics of Place Study](#) (Downtown Grand Rapids, Inc.)
- [2020 Kent County Community Health Needs Assessment](#) (Kent County Health Department)
- [The Transformational 12](#) (Downtown Grand Rapids, Inc., Experience Grand Rapids, Grand Rapids Chamber, and The Right Place)

Prior Community Review of the 2002 Master Plan

As part of the pre-planning phase for the CMP, 20 Community Master Plan facilitators were hired from the local community to review the 2002 Master Plan to determine what is working, not working, and needs to change with the next Plan. The facilitators were primarily from neighborhood associations and non-profits, while a few were interested residents. Overall, the facilitators leveraged their networks to host 92 community meetings and engage over 530 people in multiple languages. Of particular significance is that the facilitators engaged with a higher percentage of BIPOC individuals than that of the population of the City as a whole.

From this effort, and that of other initiatives, the City learned that the themes of the 2002 Master Plan (Great Neighborhoods, Vital Business Districts, A Strong Economy, Balanced Transportation, A City that Enriches our Lives, A City in Balance with Nature, and Partnerships) and its Smart Growth principles remain relevant. However, the conversations under each theme have evolved and residents would like to see an additional focus on equity, housing, mobility, safety, environmental justice and health, and climate change mitigation and adaptation. These key issues are described below. Other topics of interest include more racial diversity in business

ownership and planning for an aging population. The City anticipates the consultant will develop the Plan's recommendations through the lens of Smart Growth, the 2002 themes, the key issues, and any others that emerge through the planning process.

Key Issues

Equity

The City of Grand Rapids, led by the City Commission, is dedicated to advancing equitable outcomes and opportunities by leading with racial equity to address root causes of disparities. The City's Strategic Plan defines equity as the condition achieved when people have the tools, resources, and connections necessary to be fully engaged and prepared to benefit from the opportunities they seek. Racial equity is achieved when one's race or ethnicity does not determine, in a statistical sense, how one experiences opportunity, power, and life outcomes.

Like many other cities, past land use related decisions, such as redlining, eminent domain, urban renewal, and freeway construction, upheld and perpetuated systemic and institutional racism, especially against Black residents, that still has a discriminatory effect today in Grand Rapids. Residents are racially segregated and investment in areas of the city with higher BIPOC and/or low-income populations has been woefully disparate. Investment in infrastructure, housing, and parks, just to name a few, is lacking compared to other areas of the city. The City has identified these under-represented and under-resourced areas as [Neighborhoods of Focus](#) and has purposefully looked for ways to increase infrastructure investments and economic development in them.

At the same time, the City and residents are concerned about gentrification and displacement in these neighborhoods and want equitable development solutions that will require careful thought and high levels of engagement. Residents and the City are also interested in continuing the incremental development work done as part of the recent Division United Study and perhaps applying it city-wide. The City views this as an effective way to increase density in existing neighborhoods and create small-scale in-fill projects using local developers to champion equitable development without causing displacement.

As noted earlier, Grand Rapids has been named to many "Best" lists over the past several years. The City is prioritizing racial equity so that these praises will be the lived reality of all Grand Rapids residents, regardless of race or ethnicity. While these accolades are noteworthy, Grand Rapids needs to widen opportunities as the "Best Place to Retire" and "Most Affordable City for Business Professionals to Live and Work" for everyone who calls Grand Rapids home. The City must also be mindful of those conditions that resulted in being on less worthy lists, as mentioned above.

There is an honest awareness of the challenges and opportunities of leading with equity. As a municipal government, the City is uniquely positioned to reduce disparities through policy, intentional practices, transparency, and accountability. The City, in partnership with organizational allies and community, can help make Grand Rapids truly the "Best Place to Live in the U.S." for everyone.

The Plan should consider the equity impacts of all recommendations and also propose methods to decrease the disparities described above and in other planning efforts.

Housing

Grand Rapids, like many communities, has a housing supply that has not kept up with demand. This has resulted in rapidly increasing home values, making them unaffordable to significant segments of the population. Accordingly, affordable housing is a top priority. A recent housing study (linked above) found that Grand Rapids needs to build nearly 5,300 rental units and 3,500 owner-occupied units over the next five years to satisfy market demand. Further, there is a need for different housing types and densities to match the widest ranges of incomes and stages of life, and attract and retain residents. Additionally, like other upper Midwest cities, the City has begun talking about the need to increase the number of housing units to accommodate the potential influx of residents due to climate migration.

Exclusive single-family zoning ended with the 2002 Master Plan and the resulting Zoning Ordinance update allows mixed-density residential to be built in low-density residential zone districts with a special land use approval from the Planning Commission. Since then, other zoning updates—many the result of the City's 2016-18 Housing NOW! initiative (linked above)—have sought to increase density in all zone districts. These amendments include, but are not limited to, allowing backyard accessory dwelling units by right, by-right duplexes on corner lots, and ground-floor residential in certain instances in Traditional Business Areas.

The City Commission intentionally deferred two of the City's Housing NOW! initiatives to this process so a larger community conversation can occur. These include allowing multiple-family developments with administrative approval under certain conditions and evaluating lot width and area requirements. The CMP process will need to address these topics as well as introduce new ideas for increasing housing options and affordability greatly in all zone districts.

It is imperative that these zoning change recommendations, and any others that result from the CMP, be discussed in-depth with the community. Modeling different growth scenarios and educating the community about the benefits of increasing density and the tradeoffs associated with each scenario should be a part of this examination. Traffic and parking will likely be hot button topics for residents. The community facilitator review of the 2002 Plan found a wide range of opinions on parking—with some residents wanting to abolish all parking requirements and others wanting more parking.

Mobility

As Grand Rapids plans for the future, it is critical that efforts include safe, reliable, sustainable, and equitable mobility options for all residents and visitors. Transportation is the second-highest household expense after housing and has a significant impact on the economic development of the community.

Currently, 70 percent of Grand Rapids residents live within a quarter mile of transit. However, limited service areas and extended headway times often leave many people underserved by transit.

Additionally, while advances have been made in expanding bicycle and pedestrian facilities, most of these networks are still in mixed-traffic conditions or have significant gaps in connections.

The City currently owns and operates 10,000 off-street and 4,000 on-street metered public parking spaces in Downtown and neighborhood commercial districts. There is a perception of an under supply of parking, both Downtown and in neighborhood commercial districts. This perception threatens efforts to better manage the parking system through interventions designed to facilitate greater availability of parking in these locations and to generate revenue for the maintenance and operation of parking and mobility facilities, programs, and services.

Planning efforts should ensure that mobility infrastructure and options are, at a minimum, integrated into other key themes. The Plan should suggest recommendations that incorporate mobility at the earliest stages of planning and development to provide safe, convenient, accessible, and affordable mobility options for all.

Safety

Public safety has been at the forefront of residents' minds in recent months as Grand Rapids experienced its worst year on record in 2020 for gun violence. During the review of the 2002 Master Plan, residents also expressed other safety concerns such as a desire for better street lighting and well-lit and well-maintained parks.

Like other cities, the relationship between police and diverse communities is also being examined in Grand Rapids. The Grand Rapids Police Department is working to build trust and address systemic issues through its own Strategic Plan. Additionally, the City Commission has recently hired the Grand Rapids Urban League to implement the Cure Violence model. It is anticipated that this planning effort will complement, not replace, these initiatives.

The City has a robust Crime Prevention Through Environmental Design (CPTED) program and welcomes other creative land use strategies and best practices to help address these safety issues.

Environmental Justice and Health

Residents are concerned about environmental justice. For the purposes of this process, the City is using the Environmental Protection Agency's definition: "Environmental justice is the fair treatment and meaningful involvement of all people regardless of race, color, national origin, or income, on the development, implementation, and enforcement of environmental law, regulations, and policies."

Past land use related decisions, as discussed in the Equity sub-section above, have resulted in the disproportionate exposure of people of color and low-income communities to environmental hazards and health burdens. A [2019 University of Michigan study](#) identified "hot spots" of environmental injustice across Michigan. Of the top 10 Michigan census tracts with the highest environmental injustice scores, five are in Grand Rapids and all are Neighborhoods of Focus.

Residents are also concerned about social determinants of health, with research showing the profound impact that demographic, economic, social, and environmental factors have in shaping individuals' health. Lead paint exposure is a concern and the City and its partners have created the Get the Lead Out Program to help prevent lead poisoning. More generally, air pollution and long-vacant industrial properties have caused residents to question the future land use of some industrial areas.

To address the above, this process should use an environmental justice and health lens to create the future land use map and suggest applicable land use policy changes.

Climate Change Mitigation and Adaptation

Climate change is a topic of concern for residents. The 2002 Master Plan did not mention this topic, but rather spoke about the need for clean air and clean water. Awareness has grown since then with science indicating the urgency of limiting global warming to well below 2, preferably 1.5 degrees Celsius, compared to pre-industrial levels, to curb the effects of climate change.

The City's Sustainability Office has been working on initiatives such as the Urban Sustainability Directors Network's [Zero Cities Project](#), which is now in its second phase called Grand Rapids Policies and Programs for Equitable, Healthy, and Zero Carbon Buildings ([E.H.Zero](#)) and the Community Collaboration on Climate Change (C4). The E.H.Zero's goal is to co-create with community policies and programs to equitably decarbonize Grand Rapids' residential and commercial buildings and present them to City Commission for consideration and adoption. The C4 initiative includes City staff, community leaders, issues experts, and environmental advocates working together to create a climate justice movement. One of the C4's priorities is co-creating a Climate Action and Adaptation Plan (CAAP) with the community. It is anticipated that the CMP engagement effort will also gather relevant information for the CAAP and that the two plans will complement each other.

To address the above, this process should suggest land use policy changes that will help mitigate and adapt to climate change.

D. CITY OVERSIGHT AND CONSULTANT TEAM

City Oversight

While the City of Grand Rapids City Commission is charged with adopting the Plan and funding implementation, the planning process will be overseen by the City of Grand Rapids Planning Commission and Planning Department. A 50-person [Steering Committee](#) comprised of business owners, residents, developers, and those representing non-profits and institutions is providing input and guidance to the process. The Steering Committee began meeting monthly in November 2021.

The City has a Project Manager who is dedicated to this Plan and will be available to the consultant team as staff support. An internal City staff team will also be formed to provide technical assistance, assist with gathering data, and provide guidance on City issues. The staff team will have experts in the key issues plus planning and zoning, economic development, engagement, engineering, and other topics as needed.

Consultant Team

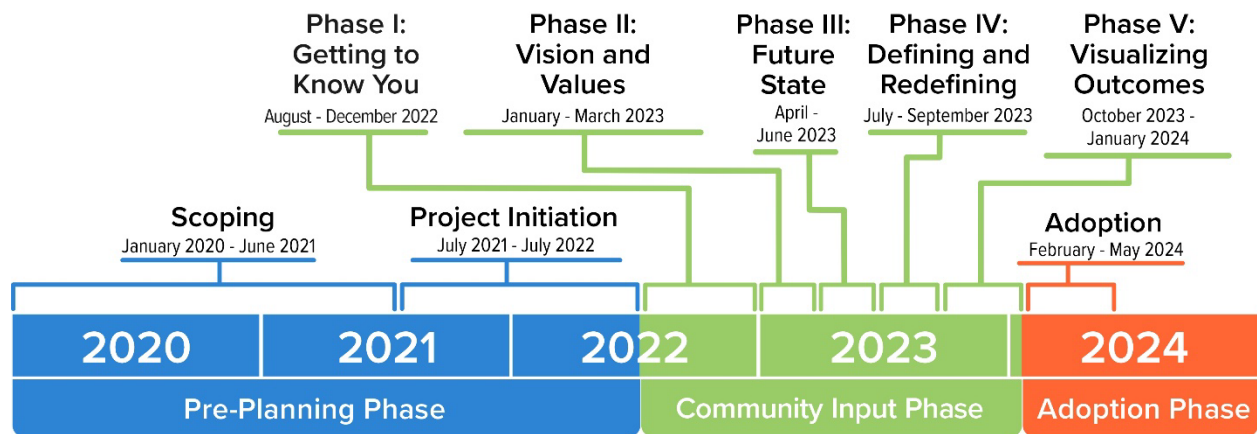
The City anticipates responses from consultant teams with expertise in the topics mentioned in the previous paragraph. The team should also include a member or members with expertise in media, public relations, and professional writing to work on the communication and engagement strategy and to ensure that outreach materials and the draft and final Plans are clearly written. Additionally, the team should have members with strong meeting facilitation

skills to engage the 50-person Steering Committee and the community. Lastly, the team should have a local team member or members for context and familiarity. The City is interested in teams that include [Micro Local Business Enterprises](#).

E. PHASES, TASKS, AND SCHEDULE

The City currently envisions the CMP to be complete by mid-2024 and have the following phases and tasks, each building upon the last. The City is open to suggested modifications to the phases, tasks, and timelines. It is also important to note that the details for each phase are not completely fleshed out—proposals should include those details. However, there may be opportunities for further refinement once the team has been selected.

Community Master Plan Timeline



Pre-Planning Phase

Scoping (Completed)

- Recruited community facilitators.
- Reviewed the 2002 Master Plan with the community to identify what is missing, no longer relevant, and needed.
- Engaged historically overlooked or excluded communities by recruiting racially and geographically diverse facilitators that engaged their communities.
- Identified individuals to serve on the Steering Committee.
- Developed a budget.
- Wrote a draft Request for Proposals to solicit consultant services to assist with the planning process.

Project Initiation

- Established Steering Committee. (Completed)
- Reviewed and released final RFP. (Completed)
- Define governance structure with Steering Committee that may include establishing Steering Committee Leadership to help guide meeting agendas and prioritize topic areas. (To be completed)
- Hire consultant team.

- Compile data from existing sources.
- Review past planning efforts since the Master Plan's adoption in 2002, such as Area Specific Plans; determine how these efforts will be honored and memorialized.
- Develop engagement and communication strategies.

Community Input Phase

Phase I: Getting to Know You

- Recruit, hire and train community connectors (see E. Preliminary Scope of Services section).
- Refine project themes identified by community facilitators in the pre-planning phase.
- Create community profile.
- Conduct launch parties in each of the three City Wards.
- Hold stakeholder interviews and focus groups (minimum of 10).
- Enhance the project webpage.
- Reset project, if needed (see E. Preliminary Scope of Services section).
- Begin drafting sections of the Plan.
- Present at Planning Commission and City Commission meetings.

Phase II: Vision & Values

- Complete a strengths, weaknesses, opportunities, and threats exercise (SWOT).
- Report out SWOT results.
- Create vision and values.
- Present at Planning Commission and City Commission meetings.

Phase III: Future State

- Affirm vision and values.
- Envisage who we are planning for, future state, and required resources.
- Identify new themes; establish subcommittees and work groups.
- Present at Planning Commission and City Commission meetings.

Phase IV: Defining & Refining

- Report out and affirm themes.
- Define desired goals and objectives for each theme.
- Refine future state concepts, prioritize, and test against desired outcomes.
- Begin work on Area Specific Plans.
- Present at Planning Commission and City Commission meetings.

Phase V: Visualizing Outcomes

- Affirm goals and objectives.
- Define implementation actions, responsible parties, timelines, and funding.
- Build-out scenarios using visualization technology.
- Create housing development guidelines.
- Help the public understand how key Plan recommendations will be implemented through changes to the zoning code.

Adoption Phase

- Affirm implementation actions, responsible parties, timelines, and funding.
- Identify implementation owners and partners.
- Determine measures of success/key performance indicators.
- Finalize draft Plan.
- Host meetings for community to review draft Plan (at least one meeting in each City ward).
- Provide draft Plan and way for community to give feedback via the project webpage.
- Present the draft Plan at City's Design Team meeting.
- Incorporate initial edits into draft Plan.
- Present second draft Plan to the Planning Commission and City Commission.
- Release for official public review period in accordance with Michigan Planning Enabling Act.
- Incorporate edits into second draft Plan as needed.
- Release responses to draft Plan comments.
- Present final Plan to Planning Commission and City Commission for a public hearing and Plan recommendation and adoption.

F. PRELIMINARY SCOPE OF SERVICES

The following is a description of a potential scope of services. It is provided to allow consultants to gain some understanding of the potential services and expertise that may be needed. It should be considered a starting point for conversation and the consultant team may suggest modifications based on their team's experience and outcomes in similar studies. Consultant participation in this project is comprised of the last three bullet points of the Project Initiation Sub-Phase and the entirety of the Community Input Phase and Adoption Phase, as listed above.

Reset

Grand Rapids has a history of neighborhood-driven planning and, as such, this process must be organic and responsive. In that regard, this effort will be an iterative one that evolves as we learn more about the issues and needs of the residents and businesses. To this end, a project "Reset" has been built into the process at the end of Phase I of the Community Input Phase. For the Reset, the consultant will initiate a discussion with the Steering Committee to examine the findings of the project to that point and determine what, if any, additional information and/or studies may be needed. In keeping with an organic, iterative process, this discussion will be used to either confirm the approach and tasks of the accepted scope of services, or determine whether a new or modified approach may be more effective. Following this Reset discussion, a revised scope and budget will be developed, if needed. The consultant will be given the opportunity to add other individuals/firms to the team if a revised scope is sought.

Public Engagement and Communication

Public engagement will be the heart of this process. Public engagement is the engine to build momentum, a community understanding of planning, and partnerships for Plan implementation. It also is key to identifying relevant issues and opportunities. The proposal should describe a comprehensive process to ensure widespread public participation and propose utilizing a variety of input techniques that may include individual interviews, focus groups, a statistically valid survey, door-to-door canvassing, online engagement opportunities, and meetings. The proposal should also describe alternative safe engagement methods that can be used, if needed, due to the uncertainty of the ongoing Coronavirus pandemic.

Consultants will need an enhanced engagement strategy that is creative and effective in reaching those traditionally underrepresented in planning processes. The consultant should explain how they would reach different demographic groups and what would be the same and nuanced for each group. The consultant should consider points described in the Equity sub-section in the B. Background section, the fact that some areas of our City do not have a neighborhood association, and the communication needs of people whose primary language is not English. Additionally, per the City's Strategic Plan, all data collected, including engagement participation data, should be disaggregated, to the extent possible, by race, ethnicity, gender identity, and geography.

Consultants should provide all meeting and other outreach materials and draft and final Plans in English and Spanish. Additionally, the consultant should provide a Spanish interpreter at all public outreach events. Translations and interpretations must be done by individuals who can communicate in Spanish at a high level of proficiency that is satisfactory to the City. The City is committed to and will continue translating all Steering Committee meeting materials and providing interpretation services for the Steering Committee meetings with internal resources.

As an optional addition to the scope, the City is also interested in exploring targeted outreach to communities whose first language is not English or Spanish and potentially translating draft and final Plans into the languages these communities speak. The consultant should identify these communities through the engagement process.

The process is expected to include a youth engagement component. This may include working with the City's office of Our Communities Children. In addition, it may include working with a local high school to collect and compile youth input. City staff will take the lead on this, but the consultant is expected to assist with creating or modifying public event materials for their use.

Communication Strategy

The base scope of work should include a communications strategy aimed at creating an inclusive and transparent process. This should include, at minimum:

- Creating branding for the project.
- Providing content for a project webpage hosted and updated by the City that can be used on an ongoing basis to share project documents, information, and online engagement tools. The webpage will also be used to share the draft and final Plans for the various reviews.
- Preparing digital communication materials (fliers, press releases, social media content, etc.) related to project kick-off, engagement events, and other major project milestones.
- Creating a content calendar for social media. The City will use its existing social media accounts to post frequently about the process.
- Developing strategies for working with the community connectors, Steering Committee members, and other project volunteers to support communications and engagement.
- Developing strategies, which may be more intensive in nature, for reaching those that are traditionally underrepresented or may not have internet access.
- Writing summaries of public engagement activities and outreach.

Meetings

The City anticipates separate monthly meetings with the consultant team and:

- Internal City team including Planning Department staff plus other City Departments as applicable.
- Steering Committee Leadership (governance model to be determined by the Steering Committee).
- Steering Committee. The internal City team members will attend the monthly Steering Committee meetings, but can also be available for additional meetings, if needed.

City staff will produce summaries for each of the three bulleted meetings above and distribute them to all interested parties. Additionally, City staff will send out calendar invites and agendas, as agreed upon by the Steering Committee and/or Steering Committee Leadership.

The consultant should also anticipate presenting updates after each phase to the Planning Commission and City Commission at their regularly scheduled meetings. Occasionally, these meetings may be combined into a joint meeting of the two bodies.

Community Connectors Program

The Community Connectors Program is designed to engage those who live or work in the city, but may not otherwise participate in a formal participation effort. To reach these people, the consultant will be required to develop and administer a Community Connector Program. Connectors will act as an extension of the project team to take the process into the places where people already meet and engage for other reasons, anywhere from church study groups to community events. Additional community connector work may include conducting door-to-door outreach, hosting small meetings, conducting surveys, and providing support at larger community meetings. Community connectors may also supervise teams of volunteers performing these duties.

Many of the connectors will be representatives of neighborhood associations and non-profits, with some interested citizens, as was the case with our Community Master Plan Facilitator Program. Some may be Steering Committee members who want to take a more active and diverse role. The consultant should pay connectors for their work in the community out of the project budget. The City and Steering Committee will assist the consultant with connector recruitment and selection.

The consultant will be required to train and develop the connectors. The training(s) should focus on skills the connectors will use to work in the community and may cover:

- Listening actively without influencing
- Facilitating group discussions
- Choosing engagement methods
- Managing group dynamics
- Using non-violent communication
- Consensus building/resolving conflicts
- Considering cultural factors
- Record keeping and reporting
- Achieving meeting outcomes
- Maintaining personal safety

At the end of the training session(s), the community connectors should:

- Possess a general understanding of the 2002 Master Plan and development approval processes. City staff may assist on this portion, as needed.
- Be open to listening, learning, sharing, and evolving.

- Demonstrate a general understanding of the project themes and overarching principles of the work including transparency, equity, inclusion, and the importance of community-based decisions.
- Be able to serve as an informed representative for the City and/or consulting team.

Additional Plan Components

Incorporation of Past Plans

As described earlier, the City of Grand Rapids and its partners have completed many robust planning efforts in recent years. The consultant should be familiar with past planning efforts and give thought as to how to honor and build upon that work and incorporate it into the CMP. This may require collecting additional data and updating recommendations in past plans to coordinate with this effort.

Division United

As an example, the Rapid (the area's transit agency), along with the cities of Grand Rapids, Kentwood, and Wyoming recently completed the Division United Plan but the City of Grand Rapids did not adopt it as an amendment to the 2002 Plan. It is anticipated that this process will further vet the zoning changes described in Division United with the community and potentially roll them into the CMP recommendations on a corridor or City-wide basis.

Area Specific Plans

The City anticipates the CMP will take a deeper dive to examine specific areas of the City through Area Specific Plans (please see Chapter 11 of the 2002 Master Plan). The City anticipates doing one Plan in each ward for areas that emerge through the process.

Implementation Funding

The Plan should include a 5-year implementation budget developed with assistance from City staff for projects and initiatives to complete its goals and objectives. The aim of this component is to ensure implementation.

Adoption Process

Phased Implementation

Given the need to address the City's housing issues, the City is open to advancing critical housing discussions and recommendations of the CMP that have broad support prior to its formal adoption. These recommendations should take into consideration other related key issues. Resulting changes to the Zoning Ordinance would be done internally by City staff.

Draft Plan Development and Review

Each draft of the Plan should be well written, concise, and accessible to all residents. The City uses the [Hemingway Editor website](#) to ensure its website and other materials are written at a grade 6 level, with some text occasionally written at a grade 9 level if needed for clarity. The consultant team should aim to write the Plan at these levels. The first draft Plan should be copy edited by the consultant's professional writer to ensure it is as well written and clear as possible.

Planning staff and the Steering Committee should initially review the draft Plan. After that, the consultant team should present it to the City's [Design Team](#). After these reviews, the consultant team should host community meetings in each of the City's three wards to review the draft Plan. After these meetings, the consultant shall incorporate the appropriate comments to create a second draft.

Formal Approval Process

The consultant team will present the second draft Plan to the Planning Commission and City Commission prior to the release of the draft for its formal 63-day public review period as outlined in the [Michigan Planning Enabling Act](#).

During this review period, written comments may be received from other adjacent communities and regional planning agencies, service agencies, organizations, businesses, and residents on the draft Plan. Once all relevant comments have been received, the consultant should review them and make recommendations to the Steering Committee to determine if and how they should be incorporated into the Plan and then do so to create the final version of the Plan. To close the loop with those who submitted comments, the City expects the consultant to track all comments received during this time in a document to be released publicly. If a comment was incorporated, the document should explain how it was done. If not incorporated, the document should describe the reasons why it was not. The final Plan should be copy edited again to catch any final edits.

After the review period, the consultant will make final presentation(s) to the Planning Commission at which time the Commission will make a recommendation to the City Commission whether to adopt the Plan. If recommended for adoption, the consultant will make a final presentation to the City Commission, after which they will determine whether to adopt it.

The consultant should anticipate that the Plan may need to be revised at least once, based upon public comments received at the Planning Commission public hearing, and that multiple presentations to the Planning Commission and City Commission may be required.

Deliverables

Project deliverables will include:

- Monthly consultant progress reports.
- Monthly consultant invoices that include the task budget, percent complete, and earned value.
- Presentations for Steering Committee, Planning Commission, and City Commission meetings.
- Summaries of engagement activities and outreach.
- Communication materials (fliers, press releases, social media posts, etc.) related to project kick-off, engagement events, and other major project milestones.
- Content for a project webpage.
- Draft and final Plans in PDF. The Plan should also include an updated future land use map. The base document should include only directly relevant information, to reduce the overall size and should include liberal use of graphic depictions where appropriate. Additional information can supplement the Plan using appendices as needed.
- A web-based version of the Plan, using interactive maps and other interactive and informative features, that can be updated from time to time.

- Any other materials produced in connection with the project, including, but not limited to, maps, evaluations, and reports.

All deliverables should be:

- Available digitally to the City in an editable format with full rights. For example, the City should receive the InDesign file and links for the final Plan.
- ADA compliant. For example, the Plan should be compatible with programs that assist the blind and visually impaired.
- Suitable for publication.
- Available in both English and Spanish as described in the Public Engagement and Communication sub-section above.

Questions

There will not be a pre-bid meeting for this contract. Any formal requests for clarification, questions, or additional information regarding this solicitation shall be submitted via e-mail to Kelly Criner at kcriner@grcity.us or through the MITN Purchasing Group system no later than the Friday, February 25, 2022 2:00 PM EST.

Any questions received after date due shall not be considered. 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.

Questions and the related responses will be shared via an addendum that will be issued through the MITN Purchasing Group site.

In the event that it becomes necessary to revise any part of the RFP, addenda will be provided through the MITN Purchasing Group indicating intent to amend the RFP for this project.

G. CONTRACT STAGING

The target date to select a consultant is Friday, May 6, 2022 with City Commission award of the project on Tuesday, June 7, 2022. The contract is expected to run for approximately 28 months from the date of execution. As part of the iterative process expected for this effort, it is possible that scope and budget adjustments will be needed at certain points during the process, which may affect the final contract end date.

H. TYPE OF CONTRACT

Compensation for services shall be on a unit cost basis with a not to exceed cap for total contract cost. This shall include details on hourly labor rates, overhead, equipment costs, travel, and any direct costs. As this will be an iterative process, changes in scope may happen from time to time for which further negotiations of scope and fee will occur.

I. PROPOSAL CONTENTS

To achieve a uniform review process and obtain the maximum degree of comparability, it is required that the proposals be organized in the sections below. Submittals should contain no

more than 30 double-sided sheets (60 sides) or 60 single-sided sheets. Covers, section dividers, written company equity policies or frameworks, the RFP document, and the separately sealed fee proposal will not count towards the page limit. The proposal pages should be numbered. Information on pages more than those allowed will not be evaluated or scored.

Proposals must state that they remain valid for at least 120 days from the due date.

Firm Overview

Provide an overview for each firm on the project team. If applicable, include names and addresses of any parent companies, branch offices, or other subordinate elements that will perform or assist in performing the work. Indicate whether each firm operates as an individual, partnership, or corporation; if as a corporation, include the state in which incorporated. Identify firms that are Micro Local Business Enterprises.

Equity Statement

Provide a statement detailing each firm's commitment to equity. Explain how it is embedded in the organization and centered in its work. Please include any written company policies or frameworks, if applicable, as an appendix.

Project Understanding

Briefly describe your understanding of the local conditions and key issues in Grand Rapids and the purpose of the Plan.

Proposed Scope of Services

Describe your approach for addressing the key issues and how you intend to accomplish the work as described in the E. Phases, Tasks, and Schedule section of this RFP. Indicate where City staff participation and support will be desired or required and flesh out the phases and tasks, including your engagement approach. Include a timeline graphic showing the phases.

Project Team

Describe a project team that fulfills the requests described in the D. City Oversight and Consultant Team section of this RFP. Include an organizational chart that shows the structure of the project team, all team members that will work on the project, and for which company each person works. Also indicate which personnel will be key to the project and which team members are local to the area.

Include resumes for all members listed on the organizational chart. The resumes should show experience with similar projects and describe the individual's role and their skills and contributions to this project.

Hours Matrix

Show the number of hours, by task, that each team member will devote to the project and the total number of hours for the project.

Project Experience

Include project pages that demonstrate similar project work. If forming a team, include projects on which the team has previously worked together. Submitted projects should bear some direct relationship to the proposed scope of services.

The projects should demonstrate extensive experience working with neighborhood organizations, civic groups, business interests, and other community organizations. The consultant should also show experience in soliciting the involvement of diverse communities. Innovative techniques used to solicit public participation and build consensus among stakeholders should be emphasized.

References

List no more than five references from communities most comparable to Grand Rapids and/or similar projects. Include a contact person and their title, role on the project, phone number, and e-mail address.

Required Documents

Include this full RFP document with the fields completed, including the documents found in the N. Required Documents section of this RFP. Please also include all Addenda received from the City.

Fee Proposal (Separately Sealed)

The target budget for the base scope of work is approximately \$1,000,000. Provide the hours matrix with hourly rates and costs for individuals working on each task and the total cost for the project.

The information requested in this section is required to support the rationality of your proposal. This portion of the proposal must be bound and sealed separately from the rest of the proposal. Only the cost proposals of the short-listed teams will be opened.

Please also identify the individual costs for the following included in the \$1,000,000 budget:

- More intensive engagement methods such as a statistically valid survey and door-to-door canvassing, if proposed.
- Spanish language translation and interpretation services described in the Public Engagement and Communication sub-section of the F. Preliminary Scope of Services section.
- The three Area Specific Plans as described in the Additional Plan Components sub-section of the F. Preliminary Scope of Services section.

Additional grant or other funding, if received, may allow for the inclusion of additional project elements or readjustment to the scope of work. Please provide individual costs for the following if above the \$1,000,000 budget:

- The additional non-Spanish language translation and interpretation services described in the Public Engagement and Communication sub-section of F. Preliminary Scope of Services section.

J. SUBMISSION OF PROPOSALS

Those submitting a proposal should:

1. Register as a member of the MITN Purchasing Group at <https://www.bidnetdirect.com/mitn>.
2. This request and all documents shall be available to all bidders in the MITN Purchasing Group at <https://www.bidnetdirect.com/mitn/cityofgrandrapids>. Proposals should be submitted via this website no later than 11 a.m. on the due date below.
3. Register as a vendor with the City of Grand Rapids' [Vendor Self Service system](#).
4. Please also submit:
 - 12 hard copies of the proposal, and 12 copies of the fee proposal in a separately, sealed envelope. An electronic version of the proposal shall also be provided on a flash drive or other media.
 - Responses must be shipped in one box or package with the following information prominently displayed:

Purchasing Department - City of Grand Rapids
300 Monroe NW Room 720
Grand Rapids, MI 49503

Request for Proposal #918-92-02
Community Master Plan
Due: March 17, 2022 at 11:00 a.m.

Company Name: #####

- One of the proposals must be an original signed by an official authorized to bind the consultant to a proposal. Hard copies must be received no later than 11:00 a.m. on the March 17, 2022.

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 by or before the deadline. All responses will 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.

Fields contained within this RFP document shall be completed where requested. 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.

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.

K. SELECTION PROCESS

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 electronic 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.

Review for Defects

Submitted responses will be reviewed for their timeliness, format, completeness, and the correct number of submittal copies. Responses may be rejected for being late, incomplete, or incorrectly formatted. 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.

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:

Round One (100 points)

Proposal Overall (10 points)

- Completeness of proposal
- Conciseness of proposal
- Organization of proposal
- Quality of writing
- Ability to meet the page limit

Firm Overview (5 points)

- Inclusion and thoroughness of all firm profiles
- Inclusion of Micro Local Business Enterprises

Project Understanding (20 points)

- Understanding of local conditions
- Understanding of key issues

Proposed Scope of Services (25 points)

- Degree of innovation proposed
- Thoroughness of engagement approach
- Design of Community Connector Program
- Thoroughness of phases and tasks
- Innovation of engagement approach
- Focus on public education
- Identification of deliverables

- Appropriateness of project schedule
- Commitment to proper editing

Project Team (15 points)

- Structure of organizational chart
- Experience of project manager
- Experience of other key personnel
- Experience of project team
- Inclusion and identification of team members with expertise in the key issues, as well as:
 - planning and zoning
 - economic development
 - engagement
 - engineering
 - media, public relations, and professional writing
 - meeting facilitation
- Inclusion of local team members

Hours Matrix (5 points)

- Appropriate number of hours, by task, that each team member will devote to the project

Project Experience (15 points)

- Experience with similar projects
- Project team experience together
- Experience working with neighborhood organizations, civic groups, business interests and other community organizations
- Experience engaging diverse communities
- Experience with innovative public engagement techniques

Insurance Carrier and Applicable Coverages (5 points)

- Adequacy of insurance

Round Two (100 points)

Fee (Separately Sealed) (75 points)

- Budget in line with allocated funds
- Cost in comparison to other proposals
- Inclusion of hours matrix with hourly rates and costs for individuals working on each task

References (25 points)

- Appropriateness of references
- Feedback from references

Round Three (100 points)

Presentation and Interview (100 points)

- Quality of proposal presentation
- Strength and experience of project team
- Quality of interview answers and questions

Evaluation and Review

A quality-based selection process will be used to evaluate proposals. Proposals will be evaluated by an internal City staff committee with the assistance of some CMP Steering Committee members, formed at the City's sole discretion. The evaluation committee will evaluate and numerically score each response that has passed the Review for Defects. The evaluation committee will determine a short-list of a limited number of consultant teams based on the composite score to proceed to Round Two. The evaluation committee will then again short-list a limited number of teams based on composite score to proceed to Round Three. The City will ask teams selected for Round Three to give a presentation of their proposal and participate in an interview. Presentations will be scheduled for the date listed below. At the time of this RFP release, it is uncertain whether the presentation and interview will be in-person or virtual due to the ongoing Coronavirus pandemic. This will be determined at a later date. The designated project manager and key personnel must be present for the interview. A final selection will be made after the presentations and interviews in Round Three. The evaluation committee will use the above criteria in its evaluation. As noted in the A. Introduction section, the City reserves the right to select the most qualified consultants to form a consultant team.

The evaluation and award for this solicitation shall be made to the responsible offer whose response is determined in writing to be the best value for the City taking into consideration the evaluation factors set forth in this document.

Presentation and Interview

Proposers who are selected for a presentation and interview by the evaluation committee will be provided the opportunity to clarify or elaborate on the proposal. The presentation and interview session is expected to consist of a presentation, questions and discussion, and clarification/wrap up. This is a fact finding and explanation session only and does not include negotiation.

The commencement of discussions or the scheduling of a presentation and interview does not signify a commitment by the City to award or to continue discussions with the Respondent. Presentations and interviews are an option of the City that may or may not be conducted. The evaluation team reserves the right to re-rank or re-evaluate proposals based on the results of the presentations and interviews in consideration of the final award. Failure to comply with the presentation and interview 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 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

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.

L. GENERAL INFORMATION

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. 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 and, in the format requested, no exceptions. Any submitted proposal not including the City's RFP document 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 shall not be bound by any part(s) of any Company's response to the RFP which contains information, options, conditions, terms, or prices not requested nor required in the RFP unless such conditions are agreed to by both parties prior to entering a contract.

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 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.

Non-Discrimination and Equal Opportunity

The City of Grand Rapids is committed to ensuring non-discrimination and equal opportunity in the performance and administration of City contracts and subcontracts. The City seeks to provide all Professional Services contractors and subcontractors, equal access to professional service bidding opportunities.

Project Team

After submitting a proposal, and during the project, the selected consultant must notify the City in writing immediately of any change of key personnel on the project. Any newly assigned key personnel must have comparable or greater experience and qualifications than the person they are replacing. The written notification will include a resume of the person who is being assigned to the project, the reason they are being assigned, and the measures being taken to ensure the continuity of the project. Failure to do so may be cause for termination of the project authorization or being dropped from consideration. The City will notify the consultant if it does not approve of the change in personnel.

Information Management

All consultants responding to this request must be able to provide data used in the development of the CMP (maps, tables, text) in a digital format. All geographic data should be organized by theme and submitted in a shape file (.shp) with the accompanying metadata and field definitions. Any tabular data should be submitted in an Excel file (.xlsx) or equivalent. Any text data should be submitted in a format compatible with Microsoft Word. The City of Grand Rapids utilizes ArcMap mapping technologies and is a participating member in the development of the Regional Geographic Information System (REGIS). Available layers in REGIS and the City's own system is presently comprised of land based information and transportation data including cadastral (assessors); ortho-photo and pictometry; topography; street center line; zoning; limited tract information; utility lines; political boundaries for Kent County; and generalized land use.

The City of Grand Rapids will supply base information to the selected consultant(s) and reserves the right of ownership to all information developed as part of this project. This information may include relevant studies, such as a retail, office or other market study commissioned under a separate process. Information supplied to the consultant shall be used solely for the purposes of developing the CMP. The selected consultant can propose further data collection as necessary in the response to this RFP.

Note: All materials produced in connection with the project, including, but not limited to, maps, studies, evaluations, reports, and all other documents shall be delivered to the City in an editable format with full rights, and shall become the property of the City upon receipt.

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. 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).

Cost of Preparation

The Respondent shall be responsible for 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, they should at once notify the Purchasing 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 RFPs.
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.

Addendum

The City will 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 MITN Purchasing Group site. 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 MITN Purchasing Group site prior to submitting a response that all Addenda have been received.

Proposers who obtain copies of this solicit from sources other than the MITN Purchasing Group site risk the potential of not receiving addenda, since their names will not be included on the vendor list for this solicit. Such Proposers are solely responsible for those risks.

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. In case of error in the extension of prices in the response, the unit prices shall govern.

M. SAMPLE AGREEMENT/TERMS AND 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 Master Plan

Project No. 918-92-02

General

This Agreement entered into this ____ day of ____, 2022 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 a Community Master Plan.

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 #918-92-02, hereby incorporated by reference, and intending to be legally bound, the parties enter into an AGREEMENT as follows:

The City of Grand Rapids “General Terms and Conditions” 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.

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.

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.

Debarment:

Contractor guarantees that it, its employees, contractors, subcontractors or agents (collectively "Contractor") are not suspended, debarred, excluded, or ineligible for participation in or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor must within 30 calendar days advise the City if, during the term of this Purchase Order, Contractor becomes suspended, debarred, excluded or ineligible for participation or from receiving Federal funds as listed in the List of Parties Excluded from Federal Procurement or Non-procurement Programs issued by the Federal General Services Administration. Contractor will indemnify, defend and hold the City harmless for any loss or damage resulting from the conviction, debarment, exclusion or ineligibility of the Contractor.

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 Coverage:

The Contractor shall provide and maintain continued insurance coverage as required by the City (see "Insurance Requirements" 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, and 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 always 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 always 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 always 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.

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.

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 / Renewal:

The initial contract term shall be until the implementation of the project is concluded. Any further or additional contract terms shall be negotiated and mutually agreed between the parties. Costs and pricing provided to the City herein shall remain firm for each contract period.

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 Manager(s) 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 properly drafted Change Order provided by the City Purchasing Agent or designee.

Compensation:

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 \$_____ as specified in subsequent contract(s), 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 amount 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:

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 City will make final payment for the project within 30 days after the goods and/or services have been fully delivered and accepted or the work completed to the full satisfaction of the City.

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.

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, mobilization, vehicle costs and equipment charges

(prior to reaching the work site), 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 the SOW; 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. If 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. The parties shall continue performing while a dispute is being resolved. 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/Buyer 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.

Force Majeure:

Any delays in, or failure of performance of either party hereto, shall not constitute default hereunder or give rise to any claims for damages, if, but only to the extent that, delays or failure are the direct result of causes beyond the reasonable control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent, which shall include war, civil disorder, lockouts, riots, strikes, action of the elements, regulations imposed by law or administrative rule. The party so affected shall exercise due diligence in such an event to prevent or overcome such cause and to resume performance as expeditiously as possible.

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 because 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.

If 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.

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:

a) 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 and any reports, notes, and other data 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. Any user data generated through any part of this agreement shall be provided to the City upon 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. In the event of any conflict between the provisions of this Contract and the provisions of any work order hereunder, the provisions of this Contract shall control. 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.

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N. REQUIRED DOCUMENTS

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

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LITIGATION STATEMENT

Litigation History

A. The Proposer must provide a history for the last five (5) years of all claims, settlements, arbitrations, litigation proceedings, and civil actions involving \$20,000 or more, and all criminal legal actions in which the company, its parent company, subsidiaries, all partners, or principals were involved. For each case, the Proposer must provide the following: The name of the claim, arbitration, litigation or action, the amount at issue or the criminal charges alleged, and the status or final disposition of the case.

B. The Proposer must also provide details of any current or threatened legal actions in Michigan against the Proposer or its parent company, subsidiaries, all partners, principals, or joint venture company(ies) by a governmental entity contracting with the Proposer or its parent, or against such a government entity by the Proposer or its parent company or joint venture company(ies). For each action, the Proposer must provide the following: The name of the action and the court in which the action is pending, the action number and the amount at issue.

C. The Proposer shall provide a list of all enforcement actions taken against it during the last five (5) years by any regulatory agency such as, but not limited to, the Internal Revenue Service, the United States Environmental Protection Agency, the Michigan Department of Environment, Great Lakes and Energy or a Local Enforcement Agency. The list shall include name of the regulatory agency and the date of enforcement action.

D. The Proposer shall inform the City if it has had a permit, franchise, license, entitlements or business licenses that have been revoked or suspended in the last five (5) years.

E. The Proposer must list any claims against a Bid or Performance Bond and the results or any contractual defaults or termination over the last five (5) years.

Check One:

[☐] Neither the undersigned firm, nor any of its officers or principals, has been a party to any litigation and/or judgments entered against it or them by any local, state or federal governmental entity, and has had no litigation and/or judgments entered against any such entity on its or their behalf during the past five (5) years.

OR

[☐] The undersigned firm, BY ATTACHMENT TO THIS FORM, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against it or one or more of its officers or principals by any local, state or federal governmental entity, by any state or federal court, during the past five (5) years.

COMPANY NAME

NAME (PRINT OR TYPE)

TITLE

AUTHORIZED SIGNATURE

Failure to check the appropriate blocks above may result in disqualification of your response. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, that the City obtains after the fact, through any means, may result in disqualification of your response.

CONFLICT OF INTEREST STATEMENT

Conflict of Interest

By signing below, the Contractor represents that:

No officer, director, employee, agent, or other Contractor of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the grant of this Agreement.

There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other Contractor of the City, or of the State of Michigan (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

- a. is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
- b. is an employee, agent, advisor, or Contractor to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.

Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the City, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the City with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the City's best interest to consent to such relationship.

The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.

In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the City's Project Manager. Contractor shall thereafter cooperate with the City's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

Conflict/Non-Conflict of Interest Statement: Check One

[☐] To the best of our knowledge, neither the undersigned firm, nor any of its officers or principals, has a potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

[☐] The undersigned firm, or one or more of its officers or principals, BY ATTACHMENT TO THIS FORM, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

COMPANY NAME

NAME (PRINT OR TYPE)

TITLE

AUTHORIZED SIGNATURE

BID AWARD & CONTRACT

Bidders should sign this form at the time the Bid is submitted. If the contract is awarded to the bidder, the City will execute the contract after City Commission approval.

By signing this BID AWARD & CONTRACT, the bidder agrees to be bound by its content.

THIS CONTRACT is entered into on _____. The contract includes:

The bid solicitation documents, the bidder's bid response documents, any required insurance or bond forms, the Equal Opportunity and/or Affirmative Action provisions required by City Policy whether attached or not and all other provisions required by law, City Charter, ordinance or City Policy whether attached or not.

By executing this CONTRACT, the parties agree to be bound by its terms and by the documents referred to which are incorporated herein by reference.

The City of Grand Rapids, a
Michigan Municipal Corporation

By: _____
Rosalyn Bliss, Mayor

Attested: _____
Joel H. Hondorp, City Clerk

BIDDER/CONTRACTOR

Full Legal Company Name (Type or Print)

Signature of Authorized Representative

Title of Authorized Representative

Signature of Company Officer

Witnessed: _____