



City of Grand Rapids, Michigan
Purchasing Department
300 Monroe, NW Room 720 Grand Rapids, MI 49503
Phone: (616) 456-3959 Buyer Contact: Sue Ann Wierenga

Solicitation #: RFP233 18000007
Real Estate Services – Brokerage, Appraisals, Consulting
Bid File #: 918-89-01

Proposal Due Date: December 20, 2017 11:00 a.m. EST

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

The City of Grand Rapids is issuing this Request for Proposal (RFP) to obtain Citywide real estate services. Services include appraisal, real estate brokerage and consulting, parking consulting, title and closing, and environmental site assessment consulting. Companies may bid on all services, a combination of services, or a single service as it is the City's intent to award multiple contracts.

Companies interested in submitting a response to this RFP are required to be registered in the City's financial management system, Advantage360. All solicitation information and documents shall be available to vendors registered in Advantage360. If you are not currently registered, or wish to update an existing vendor profile, click on the following link to begin registration: <https://cgiadvantage360.cgi.com/MICGR/AltSelfService>

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.

Introduction

The City of Grand Rapids is issuing a Requests for Proposal (RFP) to obtain proposals from experienced and qualified vendors to obtain various Citywide real estate services. Services include, but may not be limited to, appraisal, real estate brokerage and consulting, parking consulting, title and closing, and environmental site assessment consulting. Companies may bid on all services, a combination of services, or a single service, as it is the City's intent to enter into agreements with multiple Contractors.

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

RFP information and documents shall be available to vendors registered in the City's Vendor Self Service (VSS) site. Vendors shall be registered in the City's financial management system, Advantage360, VSS site. If you are not currently registered, or wish to update an existing vendor profile, click on the following link to begin registration:

<https://cgiadvantage360.cgi.com/MICGR/AltSelfService>

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

Estimated Timetable:

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.

Deadline for Clarifying Questions	December 11, 2017 @ 2:00 pm
Proposal Submission Deadline	December 20, 2017 @ 11:00 am

The terms bidder, company, vendor, contractor, respondent, proposer and consultant are all used throughout this document 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."

Background

The Economic Development Office (EDO) is tasked with managing all City real estate transactions exclusive of those transactions involving properties associated with public rights-of-way, easements for public infrastructure, and properties that come into City possession as a result of a Community Development program (i.e. Community Development Block Grant program). When these excluded transactions arise, Economic Development may or may not become involved.

Historically, the City's Economic Development Office has employed a licensed real estate broker with experience in transacting real estate. The City has determined that it is no longer prudent to employ a broker, and therefore seeks to retain professional services to assist, as necessary, in the evaluation, acquisition, disposition, leasing and management of property.

Objectives

This RFP seeks general Professional and Technical Services for various municipal projects. These services include expertise in such disciplines as: acquiring and or selling real property, environmental due diligence, evaluating real property for sale or acquisition based on the needs of the City, and managing property transactions through leases or agreements.

The types of Professional and/or Technical Services that the City seeks may include, but are not limited to, any or all of the following:

- Acquiring real property for City use
- Disposing of City-owned real property
- Appraising real property to be sold or acquired
- Appraising trade fixtures and personal property
- Negotiating leases for the City
- Negotiating leases with tenants of City-owned property
- Consultation related to parking needs, including feasibility analysis, and parking design
- Title services, including title insurance, escrow and closing services
- Space utilization analysis
- Determinations of Functional Obsolescence
- Environmental Site Assessments, general environmental consulting and Brownfield Planning

For each unique project, work may be performed at the request and on behalf of various City departments. Primary departments in need of professional and technical services to be procured through this RFP include the Economic Development Office, Mobile GR and Parking, Facilities Management, and Engineering. Economic Development will manage the procurement process as well as the contracts secured through this RFP.

The City anticipates securing multiple contracts through this RFP, and does not anticipate that any Consultant or Contractor will perform all scopes of work; rather, the City anticipates securing one or more consultants or contractors in at least all of the following general categories:

- Section 1 – Appraisal Services
- Section 2 - Real Estate Brokerage and Consulting Services
- Section 3 – Parking Consulting Services
- Section 4 – Title and Closing Services
- Section 5 – Environmental Site Assessment Services

The various contracts that are secured through this RFP will be on a “term” basis for as-needed services. Prior to commencement of a specific project, the Contractor or Consultant that provide the necessary services for completion of the specific project will be provided with a brief Statement of Work (SOW), which will describe the specific project, and the desired outcomes and timeline. Consultants will be required to submit a brief proposal confirming their understanding of the specific project and timeline, and, where applicable, a not-to-exceed amount based on the consultant's understanding of the project.

The City prefers to provide a SOW to all Consultants that receive contracts through this RFP and to receive competitive bids for a specific project. However, for projects with an estimated cost of less than \$1,000 or projects that may require a higher level of confidentiality, the City reserves the right to select a Consultant to undertake the project at their discretion.

Prior to beginning each project (or in some cases a phase and/or phases of a project), EDO staff will review the consultant's proposal, including the proposed schedule, and the Consultant(s) shall then provide the EDO staff with, at a minimum, its understanding of the scope of work including the tasks that will be utilized to complete the project (or the specific phase of a project), subconsultants (including Minority and/or Women Owned Business Enterprise firms – M/WBE; Micro – Local Business Enterprise firms – Micro - LBE) and, where applicable, a "not-to-exceed" amount for that project. The Consultant shall be required to provide estimated costs for each subconsultant (including M/WBE and Micro – LBE firms) within the not-to-exceed amount. Upon completion of the services for the project, the Consultant shall be required to report the actual amount paid to each subconsultant with the Consultant's request for final payment.

A written progress report shall accompany the Consultant's monthly request(s) for payment. The progress report shall contain information related to any aspect of the services and/or the project that may have an impact on the completion of the Professional Services for a project or the project's completion and acceptance, such as, but not limited to, comments on the progress of the work and the work schedule and/or identification of items/issues requiring resolution and the Consultant's recommendation for resolution.

The City will award the contract(s) for a three (3) year period, reserving the option to extend such contracts for successive three (3) year periods, or portions thereof, upon additional City Commission approval, if the City determines that extending the contract(s) would be in the City's best interest. In that regard, the Consultant should provide its projected percentage of average annual rate increase(s) for the three (3) years as an attachment to the Cost and Fee Schedule.

Given the broad range of disciplines, projects, and services that are anticipated, Consultants are encouraged to respond to this RFP even if the firm is only able to provide expertise in one of the services described in the Scope of Services in Sections 1-5.

Scope of Services

The following five (5) sections provide additional information related to the specific scopes of service that the City is procuring through this RFP, and requirements for completing a bid for each of the individual service areas in which the City is seeking Consultants. Each potential Bidder must complete Company Questionnaire and at least one (1) of the five subsequent sections (i.e. Sections A-E); however, you may choose to complete more than one section depending upon the services offered by your company. The City may choose to select your firm for provision of all services for which you complete a submission, or for only one of the services. Completing more than one of the sections will not positively or negatively impact your proposal as it relates to any of the other sections for which you propose services, and your proposal may be selected for one or more services, but not others.

The City will select at least one Consultant for each service category, but anticipates selecting between two and four Consultants/Vendors in each category. The City anticipates entering into three-year renewable term contracts with each selected Consultant. No specific projects will be awarded at the time of contract negotiation and execution.

Once the City and the Consultant have entered into a contract, the City will issue a brief Statement of Work (SOW) to awarded Contractors when a specific project arises. The SOW will include a description of the project, including the timeline and services required, and will include the template by which the Consultant seeking to perform services under the contract must respond, and by which the City will evaluate the response. Where applicable, the City will expect to receive a not-to-exceed amount for each individual project.

Notwithstanding the preceding paragraph, where confidentiality is required, the City may choose to select a single Consultant to perform services for a specific project, and coordination with the City's Attorney may be necessary. In cases where confidentiality is necessary, the selected Consultant will be required to maintain such confidentiality.

In each case below, "Consultant" refers to a company that would be selected based on their response to this RFP and would receive a contract to provide services to the City.

Scope of Services

Section 1 - Appraisal Services

Overview

The City requires professional services from one or more Consultants to determine the value of certain real property interests (“Appraisal Services”) in connection with the acquisition, valuation or disposition of property.

General Scope of Services

- Appraisal of real property that the City or one of its agencies (i.e., the Grand Rapids Building Authority) is considering acquiring or listing for sale.
- Appraisal of non-traditional property interests, such as air rights, subsurface rights, easements and public rights-of-way.
- Appraisal of trade fixtures and personal property.
- Determinations of functional obsolescence as defined in Public Act 146 of 2000 for purposes of qualifying property for inclusion in the City’s Brownfield Plan.

Appraisals must be completed in accordance with the Uniform Standards of Professional Appraisal Practices (USPAP). The City may provide legal advice at no cost to the Consultant if deemed necessary by the City. Each appraisal must be accompanied by a summary page which includes the location, current use, highest and best use, land area and relevant information (i.e. shape, topography, zoning), property interest appraised, date of valuation and market value conclusion of the property interest being appraised.

Any special considerations required by specific funding sources will be discussed and agreed to in advance of an assignment for a specific project.

Process

Generally, for each unique project, the City will issue a SOW to which the Consultant must respond confirming their understanding of the project and the scope of work, and with a not-to-exceed amount for the project. The City will select the low-cost Consultant unless other factors related to a particular project (i.e., relevant experience) dictate otherwise. However, for certain projects that require confidentiality, the City may select one or more Consultants to provide services and may solicit services directly through the City Attorney’s office if deemed necessary. Consultants may, in these instances, be required to agree to confidentiality in connection with their provision of services.

Consultants will be expected to deliver a Draft Appraisal Report to the EDO prior to finalizing and publishing the Appraisal Report. The department requesting the services of the Consultant may also request an opportunity to consult with the Consultant prior to finalizing the Appraisal Report.

Minimum Qualifications for Bidders

- Licensed in the State of Michigan (Business License and Appraiser License)
- Uniform Standards of Professional Appraisal Practice Compliant

Scope of Services

Section 2 - Real Estate Brokerage and Consulting Services

Overview

The City requires professional services from one or more Consultants to assist the City and its agencies in buying, selling, leasing or evaluating property (“Brokerage and Consulting Services”). “Broker” refers to a licensed employee/agent of the Consultant who would represent the City.

General Scope of Services

The below-described services may be requested by the EDO or another City or agency. “Consultant” refers to the Bidder(s) selected to provide these services to the City. “Broker” refers to one or more qualified and licensed individuals employed by the Consultant who will perform these services under an awarded project.

- Brokerage
 - Acting as a broker for the City in the acquisition of real property, or in the disposition of City-owned property
 - Marketing and listing City property for sale
 - Negotiating for and on behalf of the City in regards to real estate transactions
 - Assisting the City through the acquisition or disposition process from evaluation through closing.
 - Monitoring the market for strategic acquisition opportunities
- Leasing
 - Marketing City facilities available for lease to potential tenants
 - Negotiating leases between the City and tenants, or on behalf of the City as a tenant
 - Reconfiguration or restructuring of existing leases
 - Portfolio management
- Consulting
 - Assisting the City with evaluation of real estate alternatives
 - Space allocation reviews and market comparisons

For each of these services, the Consultant may be asked to prepare reports and/or make written and/or oral presentations to various groups, including the City Commission and its committees.

Process

Generally, for each unique project, the City will issue a SOW to which the Consultant must respond confirming their understanding of the project and the scope of work, the Consultant’s proposed strategy/work plan for successful implementation, and a not-to-exceed amount for the project where practical (not-to-exceed amount may be commission-based). The City will select the Consultant based on experience, perceived expertise in a particular market, proposed strategy/work plan, and cost. However, for certain projects that require confidentiality, the City may select one or more Consultants to provide services and may solicit services directly through the City Attorney’s office if deemed necessary. Consultants may, in these instances, be required to agree to confidentiality in connection with their provision of services.

Minimum Qualifications for Bidders

- Licensed in the State of Michigan

Scope of Services

Section 3 - Parking Consulting Services

Overview

The City requires professional services from one or more Consultants to assist the City with the planning, concept design and evaluation of current and future parking facilities, including surface lots, ramped and underground facilities (“Parking Consulting Services”). The City is seeking vendor(s) that can provide assistance in exploring projects that can be future-proofed to address the future of autonomous and connected vehicles and integration into a wider transportation network. Consultants should have experience with specific design requirements related to functionality, efficiency, economics, and durability and recognition of key planning and design issues:

- Parking space count maximization and improvements to functional layouts
- Pedestrian, bicycle and transit connections

Sustainable design elements, including solar power, LED lighting and adaptable reuse of parking facilities for other future uses (commercial, retail, office, or residential etc.)

General Scope of Services

- Parking facility design
- Specification review and project management
- Graphics/wayfinding systems
- Visualization of parking facility concepts
- Incorporation of sustainable design elements into parking facility design
- Financial pro-forma development for parking project evaluation

Any special considerations required by specific funding sources will be discussed and agreed to in advance of an assignment for a specific project.

Process

Generally, for each unique project, the City will issue a SOW to which the Consultant must respond confirming their understanding of the project and the scope of work, and with a not-to-exceed amount for the project. The City will select the low-cost Consultant unless other factors related to a particular project (i.e. relevant experience) dictate otherwise. However, for certain projects that require confidentiality, the City may select one or more Consultants to provide services and may solicit services directly through the City Attorney’s office if deemed necessary. Consultants may, in these instances, be required to agree to confidentiality in connection with their provision of services.

Minimum Qualifications for Bidders

- Licensed to do business in the State of Michigan
- Experience with ParkSmart certification process

Scope of Services

Section 4 - Title and Closing Services

Overview

The City requires professional services from one or more Consultants to assist with title, escrow and closing services (“Title Company and Closing Services”) in connection with the acquisition or disposition of property. Projects may range from single-family residential property transactions, to large-scale multi-parcel, multi-million dollar commercial or industrial transactions.

General Scope of Services

- Title Insurance
- Informative title commitments (title searches)
- Serve as the escrow agent as necessary for closings
- Prepare closing packages for real estate transactions

Any special considerations required by specific funding sources will be discussed and agreed to in advance of an assignment for a specific project.

Process

Generally, for each unique project, the City will issue a SOW to which the Consultant must respond confirming their understanding of the project and the scope of work, and with a not-to-exceed amount for the project. The City will select the low-cost Consultant unless other factors related to a particular project (i.e. relevant experience) dictate otherwise. However, for certain projects that require confidentiality, the City may select one or more Consultants to provide services and may solicit services directly through the City Attorney’s office if deemed necessary. Consultants may, in these instances, be required to agree to confidentiality in connection with their provision of services.

Minimum Qualifications for Bidders

- Represent at least one or more title insurance underwriters
- Licensed to do business in the State of Michigan

Scope of Services

Section 5 - Environmental Site Assessment Services

Overview

The City requires professional services from one or more Consultants to assist with environmental assessment, remediation and evaluation (“Environmental Consulting Services”) in connection with the purchase, disposition, and evaluation of property, as well as in connection with its Brownfield Redevelopment efforts.

General Scope of Services

- Phase I and Phase II Environmental Site Assessments
- Baseline Environmental Assessments
- Due Care planning
- Review of third party reports on behalf of the City
- Hazardous material surveys and remediation planning
- Property reuse/redevelopment evaluation
- Brownfield Plan and Act 381 Work Plan preparation and/or review
- Review and consultation related to cleanup alternatives
- Prepare, submit and administer state and federal grants

All reports must be completed in accordance with applicable state and federal guidelines, and in compliance with the most recently adopted ASTM standards.

Any special considerations required by specific funding sources will be discussed and agreed to in advance of an assignment for a specific project.

Process

Generally, for each unique project, the City will issue a SOW to which the Consultant must respond confirming their understanding of the project and the scope of work, and with a not-to-exceed amount for the project. The City will select the low-cost Consultant unless other factors related to a particular project (i.e. relevant experience) dictate otherwise. However, for certain projects that require confidentiality, the City may select one or more Consultants to provide services and may solicit services directly through the City Attorney’s office if deemed necessary. Consultants may, in these instances, be required to agree to confidentiality in connection with their provision of services.

Minimum Qualifications for Bidders

- Licensed to do business in the State of Michigan

Response / Submittals - Instructions

The City requires submittal of one original and three (3) hard copies of the complete RFP response, as well as a complete electronic version on flash drive or other media. In order to expedite and simplify proposal evaluation and to assure that each proposal receives the same orderly review all proposals should adhere to the format described below. A completed, signed copy of this RFP document shall be submitted as part of the proposal response. The Company/Respondent Name and shall be entered on each page of the RFP as noted.

Submission of a proposal shall be conclusive evidence that the Proposer has investigated and is satisfied as to the conditions to be encountered in performing the work.

All proposal sections and pages should be appropriately numbered. Any variances from specifications, which may be proposed, must be specifically noted as an "Exception" on the page 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 submitted with the response to this RFP.

Proposals must include a table of contents listing all sections, figures, and tables. Major sections and appendices should be separated by labeled index tabs, and pages must be numbered.

Response / Submittals - Checklist

- Table of Contents
Proposals must include a table of contents listing all sections, figures, and tables. Major sections and appendices should be separated by labeled index tabs, and pages must be numbered.
- Cover Letter / Executive Summary
At the Bidder's option, you may include a cover letter stating in your own words your understanding of the scope of services presented in the RFP and your firm's role in accomplishing the scope of services. Limit your response to 1 page (10 point font).
- Company Questionnaire
All Bidders must complete the following Company Questionnaire. Bidders providing multiple services need to complete the Questionnaire only once.
- Sections A-E
All Bidders must complete at least one Section in Sections A-E.
- Cost and Fee Schedule
The City needs to understand the rate of compensation proposed by each consultant. Due to the various nature of projects and scope of services anticipated to be completed under the contracts secured by this RFP, the City understand that a rate schedule may not be relevant. Therefore, for each scope of service, Bidders are encouraged to include a fee schedule that typifies the costs the City should expect to incur in connection with the Bidder's provision of services. This may include a fee schedule for employees expected to be involved in the provision of services, fee ranges for certain services, or percentages to be charged as commission for services, as applicable. The City reserves the right to request clarification from any Bidder as it relates to the fees to be charged.

The Cost and Fee schedule shall provide a clear and concise understanding of the fees to be incurred by the City in connection with the provision of services.
- Resumes
Resumes of key individuals performing work under the proposed contract (minimum of one resume)

Response / Submittals – Checklist

- Licenses, Certifications
Documentation that Bidder meets the minimum qualification criteria for services proposed (see requirements for each Section). Bidder shall include the necessary licenses and/or certifications listed for each Section.
- References
List of three (3) local, state or federal references (including all contact information and project scope).
- W/MBE, MLBE Certifications
Copies of relevant certifications, including MLBE, W/MBE certifications for Bidder or subconsultants.
- Certificate of Insurance
Evidence of ability to meet the City's insurance requirements for this proposal.
- Brochures (Optional)
Illustrated brochure(s) and professional records or certifications may be attached and submitted to augment the data included the RFP response.
- CGI Advantage360 Registration
All bidders are to register in the City's financial system - <https://cgiadvantage360.cgi.com/MICGR/AltSelfService>
For any technical assistance, contact the City Comptroller's Office at 616-456-3189, or email grvendorcontact@grand-rapids.mi.us.
- Litigation Statement
All bidders are to complete the Litigation Statement and include this document with their RFP response.
- Conflict of Interest
All bidders are to complete the Conflict of Interest Statement and include this document with their RFP response.
- Bid Award & Contract Page
One (1) original of the signed Bid Award & Contract page included with the RFP response.
- RFP Document
Complete all available fields in RFP document and return this document with the RFP response. In addition, provide the RFP response in an electronic format (flash drive, cd-rom, etc.).
- Supplemental Information (if applicable)
No separate schedules, agreements, terms, conditions, etc. shall be recognized or accepted if not submitted with the response to this RFP.
- Exceptions (if applicable)
All noted exceptions to the scope of work, terms and conditions, or RFP document (see page 34).

RFP Response / Submittals

Company Questionnaire - (To Be Completed By All Bidders)

1. Firm Name and Type of Company (Michigan Corporation or other Corporation, Partnership, Individual/Sole Proprietor):
2. Year Company Established and in what State:
3. Former Firm Name(s), if any, and years in business.
4. Home Office Business Address and Telephone Number:
5. Branch Offices Business Address and Telephone Numbers: (List all Michigan locations)
6. Associates, Principals, and key personnel to be involved in the provision of these services: Name-Title-Specialties-Degree-Registration-Years' Experience (Attach Resumes)
7. Total Personnel of Firm:
 - a. Professional:
 - b. Non-Professional:
 - c. Other:
8. What outside Associates and Consultants does your firm normally work with? Include:
 - a. Name and Address
 - b. Specific Services
 - c. Certification as either a Women or Minority Owned Business, or a Micro-Local Business Enterprise
 - d. Name of Last Joint Project
9. Is it anticipated that your firm will subcontract any Technical or Professional Services? If so, please discuss the nature and extent of the anticipated subcontracting, including the use of local businesses.
10. Discuss how your firm will respond quickly to City needs. How will you maintain close, effective communications with City staff?
11. Document your firm's ability to provide a high quality service on schedule and within budget. Discuss the control systems you will utilize to effectively manage projects.
12. Discuss your firm's Equal Opportunity/Non-Discrimination practices. Attach any official diversity, equity and/or inclusion policies your firm utilizes.
13. Please indicate if you are aware of any personal or organizational conflicts of interests. Provide an explanation of your firm's (or any subconsultants that your firm is using in the provision of these Services) involvement in ongoing or pending litigation, claims, suits against the City of Grand Rapids (City), if any. NOTE: Any firm currently in debt or default of contract to the City may not enter into contracts with the City. Further, any litigation claims, and/or lawsuits will be addressed through the State of Michigan court system.
14. Indicate your acceptance of the terms and conditions of this RFP, including acknowledging your firm's ability to provide the City with the required form of insurance.

RFP Response / Submittals

Section A – Appraisal Services

(To be completed by Bidders wishing to be considered for Appraisal Services)

1. Answer either 1.a. or 1.b, but not both:
 - a. Based on your understanding of the scope of services, include a list of representative municipal/governmental projects (maximum of 3) where you provided Appraisal Services. If you do not have experience providing Appraisal Services for municipal/governmental clients, but a specific Appraiser employed by your firm does, you may list such projects in this section. Include no more than one project for which the City was the client. In your response(s), include:
 - i. Client
 - ii. Contact person and phone number
 - iii. Services provided, and summary of project
 - iv. Property Appraised
 - v. Original estimate of project cost
 - vi. Actual project cost
 - vii. Original timeline for completion
 - viii. Actual completion schedule

OR, if no governmental experience, respond to b. below:
 - b. Based on your understanding of the scope of services, describe a project which you believe is indicative of your approach to work for the City as relates to Appraisal Services. Describe any aspects of the project you believe would change if the project was completed for the City. Include:
 - i. Client
 - ii. Contact person and phone number
 - iii. Services provided, and summary of project
 - iv. Property Appraised
 - v. Original estimate of project cost
 - vi. Actual project cost
 - vii. Original timeline for completion
 - viii. Actual completion schedule
2. Is your firm preapproved to provide appraisal services for any governmental agency? If so, which agency(ies)? Agencies may include the Michigan Department of Natural Resources, Michigan State Housing Development Authority, Michigan Department of Transportation, etc.
3. Describe any experience your firm has in determining functional obsolescence as required by Public Act 381 of 1996 (which references a definition in Public Act 146 of 200) for property to qualify as “eligible property” and be included in a Brownfield Plan. Attach a representative determination, if available, and provide an average cost for such determination.
4. Describe your experience and expertise with the Grand Rapids real estate market, and describe what resources or approaches that your firm utilizes to maintain its expertise of the rapidly changing Grand Rapids market.
5. Describe any experience you have appraising non-traditional property interests such as air rights, riparian rights, and subsurface rights.
6. Describe any experience you have in appraising public rights-of-way, or privately owned property to be acquired for public right-of-way.

RFP Response / Submittals

7. Provide a list of Municipal, State, and Federal references relevant to Appraisal Services which may be contacted.

8. Provide any additional information which you feel may be pertinent to the provision of these services, but not specifically required elsewhere in the RFP.

RFP Response / Submittals

Section B – Real Estate Brokerage and Consulting Services

(To be completed by Bidders wishing to be considered for Real Estate and Consulting Services)

1. Answer either 1.a. or 1.b, but not both:
 - a. Based on your understanding of the scope of services, include a list of representative municipal/governmental projects (maximum of 3) where you provided Real Estate Brokerage and Consulting Services. If you do not have experience providing Real Estate Brokerage or Consulting services for municipal/governmental clients, but a specific Broker employed by your firm does, you may list such projects in this section. Include no more than one project for which the City was the client. In your response(s), include:
 - i. Client
 - ii. Contact person and phone number
 - iii. Services provided, and summary of project
 - iv. Characteristics of the property that was the subject of the project
 - v. Original estimate of project cost
 - vi. Actual project cost
 - vii. Original timeline for completion
 - viii. Actual completion schedule

OR, if no governmental experience, respond to b. below:
 - b. Based on your understanding of the scope of services, describe a project which you believe is indicative of your approach to work for the City as relates to Real Estate Brokerage and Consulting Services. Describe any aspects of the project you believe would change if the project was completed for the City. Include:
 - i. Client
 - ii. Contact person and phone number
 - iii. Services provided, and summary of project
 - iv. Characteristics of the property that was the subject of the project
 - v. Original estimate of project cost
 - vi. Actual project cost
 - vii. Original timeline for completion
 - viii. Actual completion schedule
2. Describe your experience and expertise with the Grand Rapids real estate market, and describe what resources or approaches that your firm utilizes to maintain its expertise of the rapidly changing Grand Rapids market.
3. Briefly describe your approach to marketing properties for sale, including all advertising for solicitation to sell, lease or purchase real estate on behalf of the City.
4. Describe your experience negotiating leases and assisting with portfolio management for clients. Include details of any systems or programs you utilize to maintain accurate details of portfolios.
5. Describe any experience you have in assisting clients with space allocation needs.
6. Describe any experience you have in preparing market reports on various sectors of the real estate market. Attach any relevant examples.
7. List your proposed fee schedule as it relates to leasing and acquiring/selling property for the City, understanding that fees will be determined on a per-project basis via an individual statement of work.

RFP Response / Submittals

8. Provide any additional information which you feel may be pertinent to the provision of these services, but not specifically required elsewhere in the RFP.

RFP Response / Submittals

Section C – Parking Consulting Services

(To be completed by Bidders wishing to be considered for Parking Consulting Services)

1. Answer either 1.a. or 1.b, but not both:
 - a. Based on your understanding of the scope of services include a list of representative municipal/governmental projects (maximum of 3) where you provided Parking Consulting Services. If you do not have experience providing Parking Consulting Services for municipal/governmental clients, but a specific Broker employed by your firm does, you may list such projects in this section. Include no more than one project for which the City was the client. In your response(s), include:
 - i. Client
 - ii. Contact person and phone number
 - iii. Services provided, and summary of project
 - iv. Original estimate of project cost
 - v. Actual project cost
 - vi. Original timeline for completion
 - vii. Actual completion schedule

OR, if no governmental experience, respond to b. below:
 - b. Based on your understanding of the scope of services, describe a project which you believe is indicative of your approach to work for the City as relates to Real Estate Brokerage and Consulting Services. Describe any aspects of the project you believe would change if the project was completed for the City. Include:
 - i. Client
 - ii. Contact person and phone number
 - iii. Services provided, and summary of project
 - iv. Original estimate of project cost
 - v. Actual project cost
 - vi. Original timeline for completion
 - vii. Actual completion schedule
2. Provide a list of Municipal, State, and Federal references relevant to Parking Consulting Services which may be contacted.
3. Describe your capabilities, particularly those that make your firm unique, as it relates to any or all of the items listed under Scope of Services
4. Provide any additional information which you feel may be pertinent to the provision of these services, but not specifically required elsewhere in the RFP.

RFP Response / Submittals

Section D – Title and Closing Services

(To be completed by Bidders wishing to be considered for Title Company and Closing Services)

1. Answer either 1.a. or 1.b, but not both:
 - a. Based on your understanding of the scope of services, include a list of representative municipal/governmental projects (maximum of 3) where you provided Title Company and Closing Services. If you do not have experience providing Title Company and Closing Services for municipal/governmental clients, but a specific agent employed by your firm does, you may list such projects in this section. Include no more than one project for which the City was the client. In your response(s), include:
 - i. Client
 - ii. Contact person and phone number
 - iii. Services provided, and summary of project
 - iv. Original estimate of project cost
 - v. Actual project cost
 - vi. Original timeline for completion
 - vii. Actual completion schedule

OR, if no governmental experience, respond to b. below:
 - b. Based on your understanding of the scope of services, describe a project which you believe is indicative of your approach to work for the City as relates to Title Company and Closing Services. Describe any aspects of the project you believe would change if the project was completed for the City. Include:
 - i. Client
 - ii. Contact person and phone number
 - iii. Services provided, and summary of project
 - iv. Original estimate of project cost
 - v. Actual project cost
 - vi. Original timeline for completion
 - vii. Actual completion schedule
2. Describe any experience you have conducting extensive title searches for non-traditional property interests such as air rights, riparian rights, and subsurface rights.
3. Provide a list of Municipal, State, and Federal references relevant to Title Company and Closing Services which may be contacted.
4. Describe your capabilities, particularly those that make your firm unique, as it relates to any or all of the items listed under Scope of Services.
5. Provide any additional information which you feel may be pertinent to the provision of these services, but not specifically required elsewhere in the RFP.

RFP Response / Submittals

Section E – Environmental Site Assessment Consulting Services

(To be completed by Bidders wishing to be considered for Environmental Site Assessment Consulting Services)

1. Answer either 1.a. or 1.b, but not both:
 - a. Based on your understanding of the scope of services, include a list of representative municipal/governmental projects (maximum of 3) where you provided Appraisal Services. If you do not have experience providing Appraisal Services for municipal/governmental clients, but a specific Appraiser employed by your firm does, you may list such projects in this section. Include no more than one project for which the City was the client. In your response(s), include:
 - i. Client
 - ii. Contact person and phone number
 - iii. Services provided, and summary of project
 - iv. Original estimate of project cost
 - v. Actual project cost
 - vi. Original timeline for completion
 - vii. Actual completion schedule
 - OR, if no governmental experience, respond to b. below:***
 - b. Based on your understanding of the scope of services, describe a project which you believe is indicative of your approach to work for the City as relates to Appraisal Services. Describe any aspects of the project you believe would change if the project was completed for the City. Do not include more than one project for which the City was the client. In your response, include:
 - i. Client
 - ii. Contact person and phone number
 - iii. Services provided, and summary of project
 - iv. Original estimate of project cost
 - v. Actual project cost
 - vi. Original timeline for completion
 - vii. Actual completion schedule
2. Is your firm preapproved to provide Environmental Consulting services for any governmental agency? If so, which agency(ies)? Agencies may include the Michigan Department of Natural Resources, Michigan State Housing Development Authority, Michigan Department of Transportation, etc.
3. Describe your experience and expertise with the writing and administering grants, particularly competitive grants awarded by the U.S. EPA and the Michigan Department of Environmental Quality.
4. Provide a fee schedule to be utilized in the provision of services pursuant to this RFP. Include per hour rates for key personnel, as well as standard rates for Phase I, BEA and Due Care Plans.
5. Provide a list of Municipal, State, and Federal references relevant to Environmental Site Assessment Consulting which may be contacted.
6. Provide any additional information which you feel may be pertinent to the provision of these services, but not specifically required elsewhere in the RFP.

General Instructions

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 form may be rejected as non-responsive.

No separate agreements shall be recognized unless they are included in the proposal for analysis and review, prior to contract award. The City of Grand Rapids "General Terms and Conditions" are hereby incorporated by reference. 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.

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.

All costs proposed shall remain firm for sixty (60) days from the date of the RFP opening.

Communication Restriction:

The City of Grand Rapids Purchasing Department shall be the sole point of contact for purposes of information concerning this RFP. From the date that this RFP is issued until the date the Contract is awarded, interested parties should not contact any official or employee of the City for additional information concerning this RFP, except in writing directed only to the contact listed herein, or the City Purchasing Agent. Any requests for clarification or additional information regarding this RFP shall be directed in writing. If a prospective Proposer engages in any unauthorized communication, the City may reject that Respondent's proposal(s).

Cost of Preparation:

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

Discrepancies or Omissions:

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

Non-Collusion:

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

RFP/Solicit Cancellation:

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

Economy of Responses:

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

Multiple Responses:

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

Reserved Rights:

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

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

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

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

Questions:

Any formal requests for clarification, questions, or additional information regarding this solicitation shall be submitted in writing no later than 2:00 p.m. December 11, 2017 per the following contact information:

Sue Ann Wierenga
Buyer, Purchasing Department
300 Monroe NW Suite 720
Grand Rapids MI 49503
Phone: (616) 456-3959
Fax: (616) 456-3339
Email: swierenga@grcity.us

Any questions received after December 11, 2017 2:00 pm shall not be considered. Questions received prior to the stated deadline will be collated into a single Addendum document to be provided to all proposers, on or about December 13, 2017. Any and all questions, requests for clarification or additional information received by the City regarding this RFP will not be considered confidential in any way, shape, or form.

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 Advantage360/VSS system. Respondent should not rely on any representations, statements or explanations other than those made in this RFP or in any written Addendum to this solicit. Where there appears to be conflict between the RFP and any Addenda issued, the last Addendum issued shall prevail.

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

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

Submittals Deadline:

The City requires submittal of one original and three (3) hard copies of the RFP response, each properly labeled, as well as an electronic version provided on a flash drive, cd-rom, or other media.

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

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

Proposal responses and submittals shall be received and date-stamped by the City's Purchasing Department no later 11:00 A.M. EST December 20, 2017.

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

RFP233 18000007
Real Estate Services
Due: December 20, 2017 11:00 AM EST

Company Name: #####

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

Late Proposals, Modifications, or Withdrawal

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

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

Price Quotations:

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

Solicit Evaluation/Award:

The City reserves the right to select awards for multiple vendors in multiple disciplines if deemed in its own best interest. Upon final selection, the Purchasing Department will provide appropriate notice through the CGI Advantage360/VSS site, or by email.

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

Review for Defects: Submitted responses will be reviewed for their timeliness, format, and completeness. Responses may be rejected by 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.

Evaluation Criteria:

The criteria, which will be considered in the evaluation of the RFP, shall include, but not necessarily be limited to, the following:

- A. Avoidance of personal and organizational conflicts of interest. Note that a conflict of interest may not exclude a firm from submitting a proposal to be selected as a Contractor for the City; however, on a project by project basis, conflicts of interest may exclude a selected Contractor from working on specific projects.
- B. The perception of this project and your firm's expertise for the provision of the municipal services as described in this RFP.
- C. Past record of performance in the provision of similar municipal services, including such factors as project management, a budget and financial control of cost, fee and compensation experience and methods, quality of work, and ability to meet schedules.
- D. Project organization and management, including staffing, management control, and subconsultant/subcontractor utilization.
- E. Qualifications and utilization of the firm's employees assigned to the provision of these services, including previous work experience, technical management experience, education and training.
- F. Analysis of hourly rates and/or other costs schedules for provision of services.
- G. Extent of utilization of Women or Minority Business Enterprises, or Micro-Local Business Enterprises in the performance of services.
- H. Compliance with the City of Grand Rapids Equal Opportunity and Non-Discrimination Policy No. 600-10 entitled "Contract Compliance".

Debriefing: The entire solicitation file, including justifications of award selections, 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.

AGREEMENT TERMS & CONDITIONS

BETWEEN

THE CITY OF GRAND RAPIDS
MICHIGAN

AND

FOR

PROJECT NO. 918-89-01

SECTION I - GENERAL:

This Agreement entered into this _____ day of _____, 20__ by and between the City of Grand Rapids, Michigan, a Michigan municipal corporation, 300 Monroe Ave., NW, Grand Rapids, MI 49301, pursuant to and under the authority of City Commission Proceeding No. _____, dated _____ (“the City”), and _____, (“the Consultant”).

WITNESSETH: That the Consultant for the consideration hereinafter named, agrees to perform professional consulting services as requested by the City, and described below:

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

The RFP response signed and submitted by the Proposer is incorporated by reference.

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

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

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

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

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

The products or services specified herein may be purchased utilizing funds from a Federal award (grant), and are subject to the standards and requirements of 2 CFR Chapter 1, Chapter II, Part 200, et al. The terms and conditions of 2 CFR Chapter I, Chapter II, Part 200, et al shall supersede any other terms and conditions.

Agreement Terms and Conditions - Continued

Additionally, by submitting a response to this solicit bidders certify and acknowledge they are not currently listed on Excluded Parties List System in the System for Award Management (SAM) in accordance with OMB guidelines.

Note: To the greatest extent possible, the use of Federal Grant Funds should be used for the purchase of goods and services manufactured, assembled, and distributed in America. The Contractor shall attest to this fact in writing at any time, on or in any form, at the request of the City.

Non-Discrimination:

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

Taxpayer Identification Number Certification:

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

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

Certification Instructions:

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

Non-Collusion:

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

Insurance Coverages:

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

Indemnity Requirements:

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

Agreement Terms and Conditions - Continued

Confidentiality:

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

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

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

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

Contacts:

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

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

Statements of Work (SOW):

The Contractor shall work closely with the City Project Manager, as well as other City staff as necessary, to coordinate strategic direction and the vendor will work directly with individual departments to complete any necessary discovery and validation needed to develop a recommendation for a solution to the departmental need(s).

The Contractor shall issue a Statement of Work (SOW) for any additional engagement(s) to be completed subsequent to the initial implementation. Each SOW shall be provided to the Project Manager for the specific service, prior to execution of said service. The SOW shall be under the terms and conditions of the existing contract, and include but not be limited to a complete breakdown of all items, professional service fees, services, programming, incidentals, etc to be based on the pricing provided for in this RFP response.

All work and services shall be provided during normal business hours. SOW's shall be simple, clear, and easily understood, and include but not be limited to:

- Project Name – This is often used as a reference for billing and communication. The contract number and terms and conditions should also be referenced and provided.
- Contact Information – This should include the contact information for the vendor, City staff, and department staff
- Scope of Work, Deliverables - This describes in detail the exact nature of the work and specific tasks to be performed to complete this project, including but not limited to total professional service fee hours by classification, materials, etc. It may also include a description of work that is considered "out of scope" for this project.
- Customer Responsibility – This describes any City resources needed in order for the Contractor to perform the tasks and complete the project.
- Completion Time - This specifies the start and completion dates and may specify specific working hours.
- Total Costs – The quotation should define all of the charges, fees, and rates that will be charged for specified work and/or materials as well as payment schedules. The amounts should not be estimated but instead represented as actual unit and total dollar amounts to be billed and/or in a "not to exceed" format, based on rates provided in this RFP response. A detailed breakdown of professional service fees, costs, and tasks shall also be identified.
- Acceptance Signatures – No work shall commence until the SOW has been signed by the Project Manager or Purchasing Agent/Buyer.

Agreement Terms and Conditions - Continued

SOW Authorization:

\$9,999.00 and Under - Departmental Authorization:

Contractor shall provide a written, signed quotation to the Project Manager for review and analysis of any additional approvals that may be required, and obtain approval of same by the Project Manager prior to commencement of the work. No work or services shall commence until the City provides signed authorization and subsequent purchase order is issued.

Projects with an estimated cost of less than \$1,000 or projects that may require a higher level of confidentiality, the City reserves the right to select a Consultant to undertake the project at their discretion

Price Quotations:

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

Workmanship:

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

Services by the Contractor:

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

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

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

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

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

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

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

Agreement Terms and Conditions – Continued

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

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

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

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

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

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

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

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 for a one three-year term from date on the contract, with subsequent option of three-year renewal options subject to further City Commission approval, thereafter. Any further or additional contract terms shall be negotiated and mutually agreed between the parties. Costs and fees shall not be paid or provided upfront, and shall only be paid during the timeframe actual services are rendered. Renewals shall be for the same period of the following years upon mutual agreement. Costs and pricing provided to the City herein shall remain firm for each contract period.

Agreement Terms and Conditions - Continued

Management of Service Contracts:

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

Modifications:

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

Compensation:

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

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

City Income Tax to Be Withheld:

The Contractor shall certify the status of such payment to the City by Affidavit assuring the City in regard to the withholding of income taxes. Awarded Contractor shall complete and submit the Income Tax Clearance Application to the Income Tax Department upon notice of award.

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 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, vehicle costs and equipment charges (prior to reaching the work site), and any and all fuel surcharges. No additional costs shall be recognized unless negotiated and agreed to in writing by both parties.

Agreement Terms and Conditions - Continued

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

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

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

Records to Be Maintained, Access to Records:

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

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

Liability:

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

Reports:

The contractor shall be required to report the contract usage by City departments, including but not limited to usage/quantities, amounts paid to the Contractor, weigh slips, etc. All records, regardless of physical form, and the accounting practices and procedures of the contractor relevant to this contract shall be subject to examination by the City. Such records shall be reported when requested by

Agreement Terms and Conditions - Continued

the buyer in the City of Grand Rapids Purchasing Department or other internal City staff. Contractor shall maintain all of the applicable records for at least three years following completion of this contract.

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

Independent Contractor:

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

Suspension of Services:

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

Termination:

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

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

The City may terminate this Agreement for cause upon thirty (30) days' notice if the Contractor has substantially failed to perform in accordance with the terms of the agreement, including but not limited to the requirement that the Project be completed in a timely manner. If the termination is for cause, the City shall compensate the Contractor the amount of any fees earned prior to the effective date of the notice of termination, less any payments previously made and less any amount retained by the City to defer additional cost the City may sustain in connection with the unsatisfactory performance of the Contractor, including but not limited to costs associated with finishing the project.

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

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

Agreement Terms and Conditions - Continued

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,

Agreement Terms and Conditions - Continued

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.

Acceptance of Facsimile, Scanned, or Electronic Signatures:

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

Counterparts:

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

Entirety of Agreement:

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

Agreement Terms and Conditions - Continued

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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Agreement Terms and Conditions - Continued

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 Environmental Quality 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.

Agreement Terms and Conditions - Continued

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

BIDDER/CONTRACTOR

By: _____
Rosalyn Bliss, Mayor

Full Legal Company Name (Type or Print)

Attested: _____
Darlene O'Neal, City Clerk

Signature of Authorized Representative

Title of Authorized Representative

Signature of Company Officer

Witnessed: _____