



City of Grand Rapids, Michigan
Purchasing Department
300 Monroe, NW Room 720 Grand Rapids, MI 49503
Buyer Contact: Kelly Criner Phone: (616) 456-3172

Request for Proposal #961-53-17
Communication & Marketing Services, Participatory Budgeting (PBGR)
Proposal Due Date: May 26, 2022

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

The City of Grand Rapids is issuing this Request for Proposal (RFP) to obtain proposals from qualified and experienced contractors to public relations and marketing services to increase public awareness and participation in the final three phases of the Participatory Budget process. Due to the collaborative nature of the services and community familiarity required, the City desires any awarded contractor to have an established local office.

All RFP information and documents shall be available to vendors in the MITN Purchasing Group at <https://www.bidnetdirect.com/mitn/cityofgrandrapids>

The City recommends that all bidders register with the MITN Purchasing Group at <https://www.bidnetdirect.com/mitn>

Prior to May 26, 2022, bidders are required to complete this bid document and submit electronically through the MITN Purchasing Group. Bidder shall contact Vendor Support at the MITN Purchasing Group if they are having issues with their electronic bid submission. Vendor Support is available at 800-835-4603, Option 2, or at support@bidnet.com.

All vendors doing business with the City are required to be registered in VSS. If you are not currently registered, or wish to update an existing vendor profile, click on the following link to begin registration: <https://myadvantagecloud.cgi.com/micgr/vss/AltSelfService>.

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

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

INTRODUCTION:

The City of Grand Rapids (“the City”) is issuing this Request for Proposal (RFP) to obtain proposals from qualified and experienced contractors to public relations and marketing services to increase public awareness and participation in the final three phases of the Participatory Budget process. Due to the collaborative nature of the services and community familiarity required, the City desires any awarded contractor to have an established local office.

The objective of this RFP is to provide sufficient information to enable qualified respondents to submit written proposals. This RFP is not a contractual offer or commitment to purchase services. Respondents must be bona fide providers of the products and services requested.

All RFP information and documents shall be available to vendors in the MITN Purchasing Group at <https://www.bidnetdirect.com/mitn/cityofgrandrapids>

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 proposals.

To respond to this RFP, proposals must conform to the procedures, format, and content requirements outlined in this document. A complete signed copy of this RFP shall be submitted electronically through the MITN Purchasing Group site with the response. 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.

The City intends for this Request for Proposal to result in a contract for a period of nine months. The City intends to award a single contract for these services. This signed and completed RFP document, along with any submitted responses and terms and conditions, will form the contract document for the awarded vendor.

This Request for Proposal does not commit the City to award a 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 its entirety, if it is in the best interest of the City to do so.

The City of Grand Rapids “General Terms & Conditions” are hereby incorporated by reference. Proposers are advised to review this document in its entirety and to rely only upon the contents of this RFP and accompanying documents and any written clarifications or addenda issued by the City of Grand Rapids. Submission of a Proposal establishes a conclusive presumption that the Proposer is thoroughly familiar with the RFP, and the Proposer understands and agrees to abide by all of the stipulations and requirements contained therein.

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.

RFP Release Date	May 5, 2022
Deadline for Clarifying Questions	May 13, 2022 at 2:00 p.m.
Proposal Submission Deadline	May 26, 2022 at 11:00 a.m.
Targeted City Commission Approval	June 2022

BACKGROUND:

The City of Grand Rapids provides a full range of services to residents, students, and visitors. Grand Rapids is a diverse and culturally rich community of approximately 200,000 residents located along the banks of the Grand River, 30 miles east of Lake Michigan. It is the second-largest city in Michigan and serves as the county seat of Kent County and the economic engine for the western part of the state. Grand Rapids has been recognized nationally for its quality of life and named one of the 25 best places to live in the U.S. It also has been touted among the best cities to start a career, raise a family, and retire, among others. News and information about the City are available on its website – grandrapidsmi.gov - and social media: [facebook.com/CityofGrandRapids](https://www.facebook.com/CityofGrandRapids), twitter.com/CityGrandRapids, <https://www.linkedin.com/company/city-of-grand-rapids> and [instagram.com/citygrandrapids](https://www.instagram.com/citygrandrapids).

Communications Department

The Communications Department leads our engagement with our residents, businesses, visitors, and the media. We do this by managing the City's media relations, social media, community relations, and cable television administration.

Participatory Budgeting Grand Rapids (PBGR)

Our participatory budgeting initiative is a democratic process that allows residents to help determine how select public funds are spent. It gives people real power over public money. Participatory budgeting allows residents to identify, discuss, and prioritize public spending projects, and gives them the power to make real decisions about how money is spent.

Here's the process:

1. **Design the Process:** A steering committee that represents the community creates the rules and engagement plan – *Phase Completed*
2. **Brainstorm Ideas:** Through meetings and online tools, residents share and discuss ideas for projects – *Phase closes May 31, 2022.*
3. **Develop Proposals:** Volunteer "budget delegates" develop the ideas into feasible proposals
4. **Vote:** Residents vote on the proposals that most serve the community's needs
5. **Fund Winning Projects:** The City funds and implements the winning ideas

Common communication challenges affecting PBGR include:

- Lack of public and community partner knowledge of the program
- Lack of cohesive marketing and branding collateral for use in digital, print, and mass media
- Lack of standard operating procedures and/or templates for common scenarios in communication and public outreach for use by the PB Steering Committee and Community Partners
- Limited staff resources for strategic communications and marketing

OBJECTIVES:

The City's Communication's Department – in conjunction with the Participatory Budgeting Steering Committee and other relevant City departments – seeks an experienced communications firm to develop and implement a comprehensive communications and marketing plan that promotes, and encourages participation in, the project to the residents of the Grand Rapids area. This includes:

- a. Increase knowledge among community about PBGR activities, achievements, and milestones.
- b. Promote and support identified partner's communications efforts.
- c. Increase the diversity of participants across all remaining phases of program.
- d. Increase awareness and participation in PBGR among eligible members of the community.

SCOPE OF WORK:

Content Development, Marketing and Measurement

- a. Recommend and manage an integrated approach to content marketing to ensure synergies across digital, social, media relations and resident engagement strategies.
- b. Develop compelling content for the right audience and the right channel to make a difference against stated objectives.
- c. Develop and assist in the implementation of a strategic and outcome-driven marketing plans for specific phases and core functions of public interest.
- d. Identify and leverage new marketing platforms
- e. Assist with targeted marketing content and buys for social, print, and outdoor media.
- f. Develop a quantifiable measurement of the success of marketing and branding activities.
- g. Develop press releases and other media communications for project, policy, and program highlights.

Media and Influencer Relations

- a. Identify, monitor, and build relationships with traditional and new media – in conjunction with the City's Office of Communication - essential to reaching target audiences.
- b. As needed, prepare and pitch proactive, positive stories that help meet marketing and communication objectives.
- c. Recommend and successfully broker contractual relationships with influencers whose third-party endorsement, authored/created content or reviews enhance the value and visibility of PBGR.

Advertising Services

- a. Recommend and implement a media mix, including print, broadcast, radio, digital and social channels, that supports the strategic recommendations and internal plans.
- b. Follow and recommend any adjustments to advertising based on trends, emerging products and/or unique opportunities.
- c. Manage administrative aspects of media buy from negotiation to measurement, including the budget, timing, submitting artwork, meeting deadlines and reporting progress or adjustments in a timely fashion.

Creative Services

- a. Develop creative concepts and executions for a variety of mediums, including graphic design for print, web and social, video production for web, social and broadcast and ad copy writing aligned with the existing PBGR branding.
- b. Produce professional graphic design materials as needed – e.g., infographics, social media graphics/photos, and short videos.

Social Media

- a. Manage existing PBGR social media accounts
- b. Follow evolving profile of current and new social media channels and best practices for engaging; provide recommendations to expand to new platforms
- c. Provide support developing both written and visual messages for social media as needed.

Accessibility:

- a. Assist in providing materials to diverse audiences, keeping in mind access to digital media by certain demographics, as well as physical accessibility and language access.
- b. Provide materials accurately translated in Spanish and other commonly spoken languages in the Grand Rapids area as needed.
- c. Incorporate into advertising and marketing work an equity lens and recommendations for serving hard-to-reach groups, such as low-income individuals, immigrant populations, older adults, or populations with various kinds of disabilities.

Reporting/Deliverables:

PBGR and the Communications Department will work with the selected firm to create a detailed and comprehensive schedule that fulfills the objectives and strategies noted above. Our general expectation is for the selected firm to provide weekly status updates.

BUDGET:

Currently, there is an initial budget estimate of \$30,000 for the term of the contract.

REQUIREMENTS:

Due to expected collaboration and idea-sharing with various other agencies of the services sought, the City desires any awarded contractor to have an established, local office, preferably within the City limits. Proposals should also include experience providing and working with other community centric non-profits, municipalities and/or public agencies.

The successful proposer shall have experienced staff, be knowledgeable in communications, and marketing disciplines. The proposal should identify a team leader/account manager who will manage services provided under the resulting contract.

PROPOSAL SUBMITTALS:

The City requires electronic submittal of the RFP response including the completed RFP document and all documents by date specified herein in the MITN Purchasing group site. 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.

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. Responses should contain the elements of information requested. All proposal sections and pages should be appropriately numbered. Any variances from specifications, which may be proposed, must be specifically noted as an "Exception" in the fields provided, and included with any response. Submission of a proposal will be construed to imply agreement in advance to the services outlined in the enclosed materials. Brochures, photos, annual reports, or any other appropriate printed material may be included in your proposal. The proposal package should be kept as brief as possible, however, with the subject areas clearly defined.

Proposals must include a table of contents listing all sections, figures, and tables. Major sections and appendices should be separately labeled, and pages must be numbered. Responses shall address all items in the scope of work and specification sections of the RFP.

Submitted proposals must address the requirements completely and accurately, be organized according to the following outline:

- | | |
|------------|---|
| Section 1: | Introduction and Executive Summary |
| Section 2: | Professional Qualifications |
| Section 3: | References, Company Qualifications |
| Section 4: | Program Approach/Services Provided/Timeline |
| Section 5: | Costs |

Section 1. Introduction and Executive Summary

Include a brief introduction and executive summary of the major facts or features of the proposal, including any conclusions, assumptions, and recommendations the Respondent desires to make. The Executive Summary should be designed specifically for review by a non-technical audience and senior management.

Provide information on the following:

- A. A description of the company's background and history, including the year established, organizational chart, former names, and type of ownership. Also, provide the name of the authorized office/representative for the company with regard to negotiation and contractual matters.
- B. Please indicate if your company has a Diversity and Inclusion policy or program. If so, briefly describe.
- C. The location of any local office(s), as well as any office locations that may provide off-site services
- D. Identify whether the bidder is a single source provider of professional services or if a subcontractor will be used. If a subcontractor will be used, please provide detailed information regarding the nature of the subcontracting work and descriptive information about the company, including its primary representative.
- E. A statement concerning the Company's current financial stability. Clearly label if any financial information provided is considered confidential and proprietary.

Section 2. Professional Qualifications

Provide a corporate resume for the individuals that will be providing the services specified herein including the number of years' experience, qualifications, and certifications. Include the name, credentials, and experience of the anticipated team leader/account manager for the project. The City strongly desires the contact proposed not to be changed, replaced, or altered throughout the project unless agreed to by both the City and the company.

Section 3. References and Company Experience

- A. Provide up to four (4) client references, especially any public-sector clients but may include private-sector clients, including company name, contact information. Include an overview of the services provided, results achieved, and sample outputs/deliverables, and a brief overview/description of the experience specifically related to communications and marketing services. All references must include projects that were fully completed that are similar in size and scope to this project.
- B. Describe your market share in the industry and what differentiates your company from key competitors. Describe what is distinctive about your firm and the services you offer. Describe why and how your firm is uniquely positioned to provide the services specified herein.
- C. Describe how the company responds to daily issues and maintains close, effective communications with the project manager and their staff.
- D. Number of total, current personnel available for services described herein.
- E. Identify any additional value-added services that may be of interest to the City.

Section 4. Scope of Services/Approach Proposed/Timeline

- A. Provide an overview that includes a detailed description and narrative of the approach/proposed strategies to provide communications and marketing services, as specified herein. The overview shall include but not be limited a list of deliverables, detailed schedule/timeline, personnel, and hours to complete the project.
- B. Provide company processes in place to ensure that a project is kept on task and completed on schedule.

Section 5. Cost Proposal:

Provide a clear and complete cost and price schedule for all services proposed to increase public awareness and participation in the final three phases of the Participatory Budget process. Provide all applicable fees, hourly rates for positions, lump sum amounts for services, and all other fees that will or could be charged for the communications and marketing services proposed. The City's expectation is to clearly understand any expected costs that may be associated with any services or deliverables as such.

Company Name: _____

RFP Submittal Checklist:

- ☐ MITN Purchasing Group Registration and electronic submittal of RFP
- ☐ Vender Self Service (VSS), Advantage360 Registration
- ☐ Electronic version of the signed, completed RFP Document with additional proposal information through the MITN Purchasing Group site
- ☐ Electronic version of the signed Contract & Bid Award through the MITN Purchasing Group site
- ☐ Electronic version of the completed Litigation Statement through the MITN Purchasing Group site
- ☐ Electronic version of the completed Conflict of Interest Statement through the MITN Purchasing Group site
- ☐ Certificate of Insurance (successful Contractor upon award notification)

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 shall not be bound by any part(s) of any Company's response to the RFP which contains information, options, conditions, terms, or prices not requested nor required in the RFP unless such conditions are agreed to by both parties prior to entering a contract.

The City of Grand Rapids "General Terms and Conditions" are hereby incorporated by reference. This signed and completed RFP document, along with the complete submitted response, will be included by reference as part of any contract document with the awarded vendor. Respondents must be bona fide providers of the products and services requested.

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

Discrepancies or Omissions:

If a Proposer should find discrepancies or omissions in these documents, they should at once notify the Purchasing 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.

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.

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.

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 or via the MITN Purchasing Group site no later than 2:00 p.m. May 13, 2022 per the following contact information: Kelly Criner, Buyer, Purchasing Department, Email: <mailto:awojciak@grcity.us> kcriner@grand-rapids.mi.us.

Any questions received after May 13, 2022 2:00 p.m. shall not be considered. All questions, requests for clarification or additional information received by the City regarding this RFP will not be considered confidential in any way, shape, or form.

Addendum:

The City will issue responses to inquiries and any other corrections or amendments it deems necessary in written addenda issued through the MITN Purchasing Group and prior to the response due date. Respondent should not rely on any representations, statements, or explanations other than those made in this solicit or in any written addendum to this solicit. Where there appears to be conflict between the solicit and any addenda issued, the last addendum issued shall prevail.

It is the Proposer's responsibility to assure receipt of all Addenda. The Proposer should verify with the MITN Purchasing Group site prior to submitting a response that all addenda have been received. Respondent who obtains copies of this solicit from sources other than the MITN Purchasing Group, risk the potential of not receiving addenda. Such Respondent is solely responsible for those risks.

Price Quotations:

All costs and prices shall be quoted in U.S. dollars. Pricing/Rates proposed for complete services as described herein shall be inclusive of all overhead, all fuel costs, mobilization, labor, materials, equipment, scheduling, parking fees, setups, incidentals, profit, mailing and postage costs, and all other miscellaneous cost borne by the Contractor throughout the life of the contract. In case of error in the extension of prices in the response, the unit prices shall govern.

Submittals Deadline:

The City requires submittal of one original copy of the RFP response, properly labeled, through the MITN Purchasing Group site no later than May 26, 2022 at 11:00 a.m. local time.

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

All responses, documents, terms, and information related to the proposer's response to this RFP shall be submitted electronically with the response 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.

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 submitted electronically through the MITN Purchasing Group site prior to the proposal submission deadline. Following the deadline date proposals will be considered firm.

Solicit Evaluation/Award:

The City reserves the right to award to any proposer for any services or solutions as it deems in its own best interest. Upon final award recommendation, the Purchasing Department will provide appropriate notice electronically.

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

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

Evaluation and Review: An evaluation committee, formed at the City's sole discretion, will evaluate, and numerically score each response that has passed Review for Defects. The evaluation and award for this solicitation shall be made to the responsible offer whose response is determined in writing to be the best value for the City taking into consideration the evaluation factors set forth in this document.

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

- A. Introduction and Executive Summary (10 points)
 - Provided overview and summary of company – 4 points
 - Company has a local office in the Grand Rapids area – 6 points
- B. Professional Qualifications (15 points)
 - Provided resumes of team leader/account manager proposed to provide services – 6 points
 - Individuals proposed to provide services have the experience and qualifications to do the work – 9 points
- C. References and Company Experience (15 points)
 - Provided up to 3 favorable client references, including public sector clients, for providing communication and marketing services – 9 points
 - Identified additional enhanced and/or value-added services – 6 points
- D. Scope of Services Provided to the City (30 points)
 - Provided an overview of the solution/approach proposed including how each desired objective will be met – 15 points
 - Submitted a detailed schedule/timeline for project completion including number of hours to complete – 10 points
 - Provided company processes in place to ensure that a project is kept on task and completed on schedule – 5 points
- E. Cost (30 points)

The evaluation team will develop a composite rating indicating the collective ranking of the highest rated responses in descending order. The evaluation team may then conduct interviews and presentations with the top ranked responses, usually the top two (2) or three (3) depending upon the number of responses received (“short-listed”). The evaluation committee may request a Best and Final Offer(s) (BAFO) and/or make a recommendation for the Contract award, at the committee’s sole discretion. Negotiations may then be conducted with responses so selected. The evaluation committee may request an interview and/or make a recommendation for the Contract award, at the committee’s sole discretion.

Interview/ Presentation: Proposers who are selected for an interview and presentation by the evaluation committee will be provided the opportunity to clarify or elaborate on the proposal, including ease of use of the software application features for both the customer and the City, ease of use of hardware and software including flexibility, better customer experience, tools, performance, integration and equipment quality and durability. The presentation/interview is expected to consist of 60 minutes for presentation, 30 minutes for questions and discussion and 30 minutes for clarification/wrap up. This is a fact finding and explanation session only and does not include negotiation.

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

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

Debriefing: The entire solicitation file, including responses, submittals, ratings, and justifications of award, will become public information and may be available for review upon request, only after final award approvals are completed. Debriefing requests shall be by appointment only.

SAMPLE AGREEMENT TERMS & CONDITIONS

The following information is illustrative of standard terms and conditions of the City and presented for informational purposes. The City fully recognizes that any final contract or agreement will be mutually negotiated, with the understanding that substantial portions of the following terms and conditions will be incorporated into any final agreement.

AGREEMENT

Between

The City of Grand Rapids
Michigan

and

(Contractor)

for

Communication & Marketing Services - PBGR

Project No. 961-53-17

General

This Agreement entered into this ____ day of ____, 2022 by and between the City of Grand Rapids, Michigan, a Michigan municipal corporation, 300 Monroe Avenue, NW, Grand Rapids, MI 49503, pursuant to and under the authority of City Commission Proceeding No. ____, dated _____ (“the City”), and _____ (“the Consultant”).

WHEREAS, the City desires to obtain various professional consultant services related to the provision of Communication & Marketing Services, PBGR.

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

NOW, THEREFORE, in consideration of the foregoing and the acceptance of all responses, verbal and written, submitted by the Consultant to the Request for Proposal #961-53-17, hereby incorporated by reference, and intending to be legally bound, the parties enter into an AGREEMENT as follows:

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

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

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

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

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

Non-Discrimination:

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

Taxpayer Identification Number Certification:

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

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

Certification Instructions:

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

Debarment:

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

Non-Collusion:

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

Insurance Coverage:

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

Indemnity Requirements:

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

Confidentiality:

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

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

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

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

Contacts:

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

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

Workmanship:

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

Services by the Contractor:

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

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

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

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

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

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

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

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

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

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

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

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

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

Performance by Subcontractors:

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

Non-Assignment:

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

Contract Term / Renewal:

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

Management of Service Contracts:

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

Modifications:

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

Compensation:

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

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

City Income Tax to Be Withheld:

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

Personal Property Tax:

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

Invoicing:

All invoicing of goods and services related to the project shall be in U.S. dollars, and shall be forwarded to the City's Project Manager. During the performance of services under this Agreement, the Contractor shall submit detailed invoices in the format requested by the City, accompanied by adequate supporting documentation, and include a brief progress report delineating the progress on each task of the services. The City will make final payment for the project within 30 days after the goods and/or services have been fully delivered and accepted or the work completed to the full satisfaction of the City.

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

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

Non-Reimbursable Charges:

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

Method of Resolving Dispute:

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

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

The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. If the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth. The parties shall continue performing while a dispute is being resolved. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.

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

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

Records to Be Maintained, Access to Records:

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

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

Force Majeure:

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

Reports:

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

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

Independent Contractor:

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

Suspension of Services:

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

Termination:

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

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

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

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

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

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

Remedies:

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

Waiver:

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

Severability:

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

Press Release or Other Public Communications:

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

Proprietary Rights:

- a) The Consultant hereby acknowledges and agrees that the City retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the City to the Consultant hereunder or furnished by the Consultant to the City and/or created by the Consultant for delivery to the City, even if unfinished or in process, as a result of the Services the Consultant performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Consultant as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this agreement. The Consultant shall not, without the prior written consent of the City, use such documentation on any other project in which the Consultant or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Consultant to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the City's copyrights or other proprietary rights.
- b) All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Consultant and its subcontractors specifically for the City, hereinafter referred to as "Developed Works" shall become the property of the City.
- c) Accordingly, neither the Consultant nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Consultant, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the City, except as required for the Consultant's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Consultant and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Consultant hereby grants, and shall require that its subcontractors and suppliers grant, if the City so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the City or entities controlling, controlled by, under common control with, or affiliated with the City, or organizations which may hereafter be formed by or become affiliated with the City. Such license specifically includes, but is not limited to, the right of the City to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the City for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the City or entities controlling, controlled by, under common control with, or affiliated with

the City, or organizations which may hereafter be formed by or become affiliated with the City. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

Ownership of Data:

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

Acceptance of Facsimile, Scanned, or Electronic Signatures:

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

Counterparts:

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

Entirety of Agreement:

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

EXCEPTIONS

Company Name: _____

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

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

Exception #	Description
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LITIGATION STATEMENT

Litigation History

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

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

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

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

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

Check One:

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

OR

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

COMPANY NAME

NAME (PRINT OR TYPE)

TITLE

AUTHORIZED SIGNATURE

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

CONFLICT OF INTEREST STATEMENT

Conflict of Interest

By signing below, the Contractor represents that:

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

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

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

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

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

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

Conflict/Non-Conflict of Interest Statement: Check One

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

OR

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

COMPANY NAME

NAME (PRINT OR TYPE)

TITLE

AUTHORIZED SIGNATURE

BID AWARD & CONTRACT

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

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

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

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

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

The City of Grand Rapids, a
Michigan Municipal Corporation

BIDDER/CONTRACTOR

By: _____
Rosalyn Bliss, Mayor

Full Legal Company Name (Type or Print)

Attested: _____
Joel H. Hondorp, City Clerk

Signature of Authorized Representative

Title of Authorized Representative

Signature of Company Officer

Witnessed: _____