



Department of Management Services
Purchasing Division
 241 West South Street
 Kalamazoo, MI 49007-4796
 Phone: 269.337.8020
 Fax: 269.337.8500
www.kalamazoocity.org
purchasing@kalamazoocity.org

VIRTUAL PRE-PROPOSAL MEETING – March 14, 2023 at 10:00 a.m. Local Time via Zoom
PLEASE PRE-REGISTER for the Zoom meeting by going to:
https://us06web.zoom.us/webinar/register/WN_9v3mU-29TuWIhnlYfQ1TvQ

REQUEST FOR PROPOSALS (RFP)

The City of Kalamazoo, Michigan is soliciting sealed proposals for:

Project Name: Parks & Recreation 5-Year Master Plan Proposal Reference #: 90664-019.0

RFP ISSUE DATE: March 1, 2023 Number of Copies Required: **One (1)** paper original
 + **One (1)** electronic copy (USB thumb drive)

PROPOSAL DUE/OPENING DATE: March 29, 2023 at 3:00 p.m. Local Time
Facsimile Proposals Will Not Be Accepted

MAILING ADDRESS & INSTRUCTIONS

Mail to:
 Purchasing Division
 241 W. South Street
 Kalamazoo, MI 49007

Questions about this RFP should be directed to:
 Department Contact: **Ashton Anthony, Parks & Recreation Deputy Director at (269) 337-8295**
 or anthonya@kalamazoocity.org

Include on the Envelope the Project Name and Proposal Reference Number (above). All Envelopes Must Be Sealed.

You are invited to submit a proposal for this project. Specifications, terms, conditions and instructions for submitting proposals are contained herein. This Request for Proposals with all pages, documents and attachments contained herein, or subsequently added to and made a part hereof, submitted as a fully and properly executed proposal shall constitute the contract between the City and the successful proposer when approved and accepted on behalf of the City by an authorized official or agent of the City. Please review the proposal document as soon as possible and note the **DEADLINE FOR QUESTIONS** in the Instructions to Proposers.

All proposers shall complete and return the Proposal and Award page(s) and submit all information requested herein in order for a proposal to be responsive. **FAILURE TO DO SO MAY RESULT IN THE PROPOSAL BEING REJECTED AS NON-RESPONSIVE.** The proposal document shall be returned in its entirety, in a properly identified and sealed envelope to the Purchasing Division at the above address. **PROPOSALS MUST BE RECEIVED BEFORE THE DUE DATE - LATE PROPOSALS WILL NOT BE CONSIDERED.** The City reserves the right to postpone the proposal opening for its own convenience.

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STATEMENT OF NO PROPOSAL

NOTE: If you DO NOT intend to bid on this commodity or service, please complete and return this form immediately. Your response will assist us in evaluating all responses for this important project and to improve our bid solicitation process.

The Purchasing Division of the City of Kalamazoo wishes to keep its proposers list file up-to-date. If, for any reason, you cannot supply the commodity/service noted in this proposal solicitation, this form must be completed and returned to remain on the particular proposal list for future projects of this type.

If you do not respond to this inquiry within the time set for the proposal opening date and time noted, we will assume that you can no longer supply this commodity/service, and your name will be removed from this proposal list.

- _____ Specifications too "tight", i.e. geared toward one brand or manufacturer only (explain below).
- _____ Specifications are unclear (explain below).
- _____ We are unable to meet specifications.
- _____ Insufficient time to respond to the Request for Proposal.
- _____ Our schedule would not permit us to perform.
- _____ We are unable to meet bond requirements.
- _____ We are unable to meet insurance requirements.
- _____ We do not offer this product or service.
- _____ Remove us from your proposers list for this commodity or service.
- _____ Other (specify below).

REMARKS:

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL: _____

SECTION I - INSTRUCTIONS TO PROPOSERS

1. **EXAMINATION OF PROPOSAL DOCUMENT**-Before submitting a proposal, proposers shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations. The proposer shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.
2. **PREPARATION OF PROPOSAL**-The proposal shall be legibly prepared in ink or typed. If a unit price or extension already entered by the proposer on the Proposal and Award form is to be altered, it shall be crossed out and the new unit price or extension entered above or below and initialed by the proposer with ink. The proposal shall be legally signed and the complete address of the proposer given thereon.

All proposals shall be tightly sealed in an envelope plainly marked **SEALED PROPOSAL** and identified by project name, bid opening date and time. Proposals opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Facsimile bids will not be accepted.

3. **EXPLANATION TO PROPOSERS**-Any binding explanation desired by a proposer regarding the meaning or interpretation of the Request for Proposal (RFP) and attachments must be requested in writing, **at least 5 business days before the proposal opening (March 20, 2023 by 3:00 p.m.)** and with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposal. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an amendment or addendum to the RFP if such information would be prejudicial to uninformed proposers. Receipt of amendments or addenda by a proposer must be acknowledged in the proposal by attachment, or by letter or fax received before the time set for opening of proposals. Oral explanation or instructions given prior to the opening will not be binding.
4. **CASH DISCOUNTS**-Discount offered for payment of less than thirty (30) days will not be considered in evaluating proposals for award. Offered discounts of less than thirty (30) days will be taken if payment is made within the discount period, even though not considered in evaluation of the proposal.
5. **WITHDRAWAL OF PROPOSALS**-Proposals may be withdrawn in person by a proposer or authorized representative, provided their identity is made known and a receipt is signed for the proposal, but only if the withdrawal is made prior to the exact time set for receipt of proposal. No proposal may be withdrawn for at least one hundred twenty (120) days after proposal opening.
6. **ALTERNATE PROPOSALS**-Proposers are cautioned that any alternate proposal, unless specifically requested or any changes, insertions or omissions to the terms and conditions, specifications or any other requirement of this RFP may be considered non-responsive, and at the option of the City, result in rejection of the alternate proposal.
7. **LATE PROPOSALS**-Any proposal received at the office designated herein after the exact time specified for receipt will not be considered. (Note: The City reserves the right to consider proposals that have been determined by the City to be received late due to mishandling by the City after receipt of the proposal and no award has been made.)
8. **UNIT PRICES**-If there is a discrepancy between unit prices and their extension, unit prices shall prevail.

**SECTION II
PROPOSAL AND AWARD**

The undersigned having become thoroughly familiar with and understanding all of the proposal/contract documents incorporated herein, agrees to provide consulting services for the City of Kalamazoo Parks & Recreation 5-Year Master Plan in strict conformity with the requirements of these documents as specified herein:

PARKS & RECREATION 5-YEAR MASTER PLAN

The total combined price to be paid for all services provided by Consultant pursuant to this Contract shall not exceed: \$ _____

Work shall start within _____ working days after receipt by Contractor of Notice to Proceed, and shall be completed within _____ working days thereafter.

This price proposal shall be submitted in a separate sealed envelope marked “Price Proposal”. The pricing in the sealed envelope shall be the only listed pricing in the proposal. The Price Proposal shall only be opened by City personnel after the technical evaluation of submitting proposers.

The total combined not-to-exceed price quoted must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response will not be allowed. All prices and fees must be in U.S. dollars.

In addition, itemize the cost of project work items which make up the total price for the project. Detail all services to be performed for the price offered and include charges/rates to be billed for the labor, meetings, telephone calls, printing and travel.

Price stated shall be firm for the full term of this Contract.

Proposer/Contractor has examined and carefully studied the bidding documents and attachments, and acknowledges receipt of the following addenda:

Addendum No: _____

Dated: _____

Proposer shall provide all of the information as requested herein with their proposal. **Failure to do so and/or failure to provide post-proposal requested information may be cause for rejecting the proposal as non-responsive.**

By my signature below, I certify that the firm bidding on this contract, when making hiring decisions, does not use a past criminal conviction as a bar to or preclude a person with a criminal conviction from being considered for employment with the bidding firm unless otherwise precluded by federal or state law. I further certify that I have read and agree to be bound by the provisions of the City’s Non-Discrimination Clause found in Appendix A and as updated by City Ordinance 1856.

Signed: _____ Name: _____

Title: _____

QUALIFICATIONS QUESTIONNAIRE

Please answer the following questions completely. You may submit answers on this form or as an attachment to this document, additional information (brochures, illustrations, etc.) will also be used in determining qualifications. If not using this form, please follow its format.

1. Firm name: _____

2. Established: Year _____ State _____

3. Type of organization:

- a. Individual _____
- b. Partnership _____
- c. Corporation _____
- d. Other _____

4. Former firm name(s) if any, and year(s) in business:

5. Home office business address and telephone number where work will be performed.

6. Branch office(s) if work will be performed there:

7. Personnel of firm who will be working on this project. Attach resumes of key personnel:

NAME AND TITLE	SPECIALTY	YRS		EXPECTED ROLE
		EXPERIENCE		
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

QUALIFICATIONS QUESTIONNAIRE (cont)

8. Total personnel of firm:
- a. Professional: _____ b. Non-professional: _____
9. Attach a list of similar projects performed over the last five (5) years. Include: description of professional services provided, project size, contact person and phone number. Projects should demonstrate experience in the types of consulting services you wish to provide.
10. Identify projects in Item 9 which most closely match the work required by the City.
- _____
- _____
- _____
11. Provide your understanding of the project and any special qualifications you bring to this project.
12. Identify any additional professional consulting service(s) you will utilize to work on this project and their expected role(s).
- _____
- _____
- _____
13. Provide the address for your website.
- _____

I hereby certify that all of the information provided is true and answered to the best of my ability.

Signed: _____ Name: _____
Type or Print

Title: _____ Date: _____

**CITY OF KALAMAZOO
LOCAL PREFERENCE POLICY AND CERTIFICATION
PROFESSIONAL SERVICES**

When evaluating the qualifications of the responses received for professional service contracts, the location of Kalamazoo County professional firms will be given additional consideration. The City of Kalamazoo is the sole determiner whether a professional firm qualifies as a Kalamazoo County firm and the ranking of its qualifications as compared to the qualifications of the other professional firms being considered.

During the qualifications evaluation process, an additional weight of approximately two percent will be added to the qualifications of Kalamazoo County professional firms in recognition of the positive economic impact resulting from contracting with them. This weight is given over and above any score already given for location of the firm as it relates to increased efficiency and effectiveness as a result of the proximity of the firm to the City. It is understood, however, that due to the subjective nature of the qualifications evaluation process, and the number and weight of all criteria used, it is impossible to apply a precise, numerical local preference score to those proposals.

To qualify as a Kalamazoo County professional firm, the business must meet both the following criteria:

1. Have a physical presence in Kalamazoo County by maintaining a permanent office in Kalamazoo County and with employees working in Kalamazoo County.
2. Have paid real or personal property taxes related to said business to the City of Kalamazoo, County of Kalamazoo or other municipal corporation within Kalamazoo County in the previous tax year, except that a non-profit entity need not meet this requirement.

This local preference policy applies only to purchases for professional services that are over \$25,000. If more than 50% of the contract is sub-contracted to firms located outside of Kalamazoo County that proposal does not qualify for the local preference policy outlined above. The local preference policy will not apply if prohibited by law. The Purchasing Manager has the authority to make final determination if the bidder qualifies as a Kalamazoo County bidder as set forth herein. The Purchasing Manager may take into account the permanency of the business in Kalamazoo, and whether the business appears to be claiming to be a Kalamazoo County business solely or primarily to qualify as a Kalamazoo County business under this Resolution, and any other material factors.

CERTIFICATION

If you qualify as a Kalamazoo County professional firm and wish to be considered for the local preference provisions as provided above please certify that fact by providing the information requested below and attesting to its accuracy.

Firm Name: _____

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

Name the city or township to which business real and/or personal property taxes are paid or provide non-profit status:

The above information is accurate:

Signature: _____ Date: _____

Title: _____

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

As part of the City’s commitment to reducing unacceptable poverty, encouraging rehabilitation, reducing recidivism and strengthening families in Kalamazoo, the City has updated its Purchasing Policy to ensure that firms with whom the City does business share in this commitment by utilizing hiring practices that do not unfairly deny people with arrest and conviction records gainful employment. *(Important: This requirement also extends to any subcontractors the bidder intends to use to fulfill the contract for goods or services being sought from the City.)*

Part I: Proof that the bidder does not inquire about an individual’s past arrest or criminal history on the bidder’s employment application form

- Attach a copy of the current application for employment being used by the bidder

Part II: Certification that the bidder does not use an individual’s past arrest or criminal history to unlawfully discriminate against them by checking *one or more* of the following:

- That pursuant to federal or state law bidder is precluded from hiring persons with certain criminal records from holding particular positions or engaging in certain occupations by providing a cite to the applicable statute or regulation; if checking this box, provide a citation to the applicable statute or rule upon which the bidder is relying: _____
- That bidder conducts criminal history background checks only as necessary, and only after making a conditional offer of employment; that any withdrawal of an offer of employment to an individual because of a past criminal history is job-related and consistent with business necessity after the individual has been provided an individualized assessment opportunity to review and challenge or supplement the history of past criminal conduct being relied upon by the bidder;
- That the use by bidder of criminal history background checks complies with the U.S. Equal Employment Opportunity Commission’s Enforcement Guidance on the Consideration of Arrest and Conviction Records in Employment Decisions and that the bidder has not had a determination rendered against it in past 7 years that it discriminated against a person through the use of an individual’s arrest or criminal history

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

Date

Signature

Printed Name

Position

I hereby state that all of the information I have provided is true, accurate and complete. I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the City of Kalamazoo. I hereby state that I have not communicated with nor otherwise colluded with any other proposer, nor have I made any agreement with nor offered/accepted anything of value to/from an official or employee of the City of Kalamazoo that would tend to destroy or hinder free competition.

The firm’s identification information provided will be used by the City for purchase orders, payment and other contractual purposes. If the contractual relationship is with, or the payment made to, another firm please provide a complete explanation on your letterhead and attach to your bid. Please provide for accounts payable purposes:

Tax Identification Number (Federal ID): _____

Remittance Address: _____

Financial Contact Name: _____ Financial Contact Phone Number: _____

Financial Contact Email Address: _____

I hereby state that I have read, understand and agree to be bound by all terms and conditions of this proposal document.

SIGNED: _____ NAME: _____
(Type or Print)

TITLE: _____ DATE: _____

FIRM NAME: _____
(if any)

ADDRESS: _____
(Street address) (City) (State) (Zip)

PHONE: _____ FAX: _____

EMAIL ADDRESS: _____

FOR CITY USE ONLY - DO NOT WRITE BELOW

NOTE: This blanket addendum is for informational purposes only and does not need to be acknowledged by bidders in their submission.

COVID-19 ADDENDUM #2

January 1, 2022

TO: ALL Prospective Bidders
PROJECT: ALL Upcoming Projects

The purpose of this addendum is to clarify and/or modify the sealed bid delivery and bid opening process for all upcoming projects. All work affected is subject to all applicable terms and conditions of the Bidding and Contract Documents.

1. UPDATE TO SEALED BID DELIVERY AND BID OPENING POLICY:

Effective immediately and continuing until further notice, the City of Kalamazoo will return to IN-PERSON bid openings following City Hall guidelines, including Mask Mandate.

BIDS MUST BE RECEIVED BEFORE THE DUE DATE AND TIME – LATE BIDS WILL NOT BE CONSIDERED.

Bidders can submit sealed bids in one of the following ways:

- **Mail your bid**, to be received before the bid due date and time indicated in the bid document, to the City of Kalamazoo at the following address:

City of Kalamazoo
 Purchasing Division
 241 West South Street
 Kalamazoo, MI 49007

- **Deliver your bid to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall before the bid due date and time indicated in the bid document.
- **Deliver your bid to City Hall In Person before** the bid due date and time indicated in the bid document.

All bids shall be tightly sealed in an envelope plainly marked SEALED BID and identified by project name, bid opening date and time. Bids opened by mistake, due to improper identification, will be so documented and resealed. The Purchasing Division will maintain and guarantee confidentiality of the contents until the specified opening date and time. Bids submitted by fax machine or email will not be accepted.

The Purchasing Division will post bid tabulations to the City of Kalamazoo website within 24 hours after the bid opening date and time at: <https://www.kalamazoocity.org/bidopportunities>.

Questions regarding this sealed bid delivery and bid opening policy change related to the COVID-19 virus should be directed to the City of Kalamazoo at (269) 337-8020.

Sincerely,



Michelle Emig
Purchasing Division Manager

SECTION III INDEMNITY AND INSURANCE

Contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to the City of Kalamazoo within ten (10) days of the Notice of Award. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor.

The Contractor shall procure and maintain the following insurance coverage:

Workers' Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included and (E) XCU coverage if the nature of the contract requires XC or U work.

Automobile Liability in accordance with all applicable statutes of the State of Michigan, with limits of liability not less than \$1,000,000 per occurrence, combined single limit for Bodily Injury, and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

Additional Insured: Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating that the following shall be *Additional Insureds*: The City of Kalamazoo, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed that by naming the City of Kalamazoo as additional insured, coverage afforded is considered to be primary and any other insurance the City of Kalamazoo may have in effect shall be considered secondary and/or excess.

To the fullest extent permitted by law the Contractor agrees to pay on behalf of, indemnify, and hold harmless the City of Kalamazoo, its elected and appointed officials, and employees against any claims, demands, suits, or loss, including all costs connected therewith, and for any damages which may be asserted, claimed, or recovered against or from the City of Kalamazoo, by reason of personal injury, including bodily injury or death and/or property damage, including loss of use thereof, caused in whole or part by any negligent act or omission by the Contractor, its employees, agents, or officers which arises out of, or is in any way connected or associated with, this contract.

Cancellation Notice: All policies, as described above, shall include an endorsement stating that it is understood and agreed that thirty (30) days, or ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: City of Kalamazoo, Purchasing Division, 241 W. South Street, Kalamazoo, MI 49007.

Proof of Insurance Coverage: The Contractor shall provide the City of Kalamazoo at the time that the contracts are returned by him/her for execution, or within 10 days of Notice of Award, whichever is earlier, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

INDEMNITY AND INSURANCE

Continued

If any of the above coverages expire during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to City of Kalamazoo at least ten (10) days prior to the expiration date.

Scope of Coverage: The above requirements and conditions shall not be interpreted to limit the liability of the Contractor under this Contract, but shall be interpreted to provide the greatest benefit to the City and its officers and employees. The above listed coverages shall protect the Contractor, its employees, agents, representatives and subcontractors against claims arising out of the work performed. It shall be the Contractor's responsibility to provide similar insurance for each subcontractor or to provide evidence that each subcontractor carries such insurance in like amount prior to the time such subcontractor proceeds to perform under the contract.

SPECIAL INSURANCE REQUIREMENTS

The selected Consultant/Professional Firm shall provide insurance coverage as follows:

- A. Comprehensive professional (errors and omissions) liability insurance with limits no less than \$1,000,000 aggregate which shall insure against acts which are in the nature of professional services. If a contract is entered into, the Firm shall maintain such insurance during the life of the contract.

SECTION IV
SCOPE OF WORK & PROPOSAL REQUIREMENTS

1. INTRODUCTION/OBJECTIVE

The Parks and Recreation Department Master Plan will create a defined set of objectives and goals that align with Imagine Kalamazoo 2025, approved Neighborhood Plans and current community needs. This plan will create direction for City staff and leadership to examine development, re-development, expansion and enhancement of our parks system, aquatic and sports facilities, and recreation programs and services. The objective of this Request for Proposals (RFP) is to identify the most qualified and experienced Consultant to create the Parks & Recreation 5-Year Master Plan (Master Plan).

2. CONTRACT PERIOD AND EXTENSIONS

The contract shall be in effect upon Consultant’s receipt of Notice to Proceed from the City and shall be completed by **January 15, 2024**. The City may opt to extend the contract on a month-to-month basis, for up to six months, upon mutual agreement of both parties made in writing.

3. WORK PLAN AND SCOPE OF WORK

The following items are what the City of Kalamazoo Parks and Recreation Department (Kzoo Parks) will expect to be utilized to create our Master Plan:

3.1. PROJECT KICK-OFF AND OUTCOME EXPECTATIONS

3.1.1. Project Kick-off Meeting - A project kick-off meeting should be attended by key City staff members and the chosen firm (Consultant) to confirm project goals, objectives, and expectations that will help guide actions and decisions for the Consultant. Detailed steps of this include:

- Confirmation – The project goals, objectives, scope, and schedule will be confirmed.
- Outcome Expectations – Discuss expectations of the project along with a presentation on different management models.
- Data Requests – The Consultant will work with the City to develop data requests for planning documents and gather information to be used for building the stakeholder and key leader meeting list in the study.
- Site Tour – The Consultant will tour, with City staff, parks, aquatic facilities, golf courses, and programs to identify opportunities to increase revenue generation and reduce operational inefficiencies.

3.1.2. SWOT Analysis – Based on meetings with Intra-Department City staff and discussions with key leadership, the Consultant will develop a SWOT analysis highlighting existing Strengths, Weaknesses, Opportunities and Threats faced by the City in years to come.

3.1.3. Project Team Meetings – Team meetings to be held with the Consultant and the project manager and team throughout the project to stay on the agreed upon timeline.

3.2. **COMMUNITY TRENDS AND INTERNAL ORGANIZATIONAL ASSESSMENT**

3.2.1. **Demographics & Trend Analysis** – The Consultant will compile data from various sources and create an analysis to provide understanding of the demographic environment for the following reasons:

- To understand the market areas served by the City and distinguish customer groups.
- To determine changes occurring in the region and assist in making proactive decisions to accommodate those shifts.
- Identify trends in parks, recreation, and golf that may be relevant to the City of Kalamazoo and the population it serves.

3.2.2. **Organizational Structure Review** – The Consultant will perform an analysis of the current practices of Kzoo Parks to evaluate its operational situation with an aim to primarily identify future Kzoo Parks organization and staffing needs, improved operational efficiencies, policy development process improvements, system and technology improvements, and marketing/communication opportunities.

The primary objective is to evaluate the current organizational structure and staff abilities in Kzoo Parks to ensure they can serve the increased level of service and help the successful implementation of the plan.

3.2.3. **Develop Service Classification** – The Consultant will conduct a work session with key management staff on what they consider to be core essential services, important services, and value-added services based on observations, individual interviews, focus group interviews and operating practices. The outcomes of these work sessions will be:

- All services and functions of the agency are classified as (a) Core, (b) important, or (c) Value Added based on definitions and criteria agreed upon with the leadership and staff
- Appropriate ranges of cost recovery for each classification of service will be determined and applied to all functions and services.
- Prioritize existing programs and services offered by Kzoo Parks in order to help justify decision-making based on community needs for which programs and services should be kept as-is, modified, expanded, eliminated, or outsourced.
- The Consultant will compile the results of the work session into a summary of services and functions by classification. Additionally, broad performance standards for each service and function which align with their classification will be developed. An example of how these performance standards as cost recovery expectations can be applied is illustrated in the following table:

Service Category	Description	Cost-Recovery Expectations
Core	Services the agency <u>must</u> provide to meet its mission, and statutory and/or regulatory obligations; maintains valuable assets and infrastructure investments; essential to protect visitor safety; preserves the integrity of natural and cultural resources; reasonably expected and supported (or demanded) by visitors	Largely supported by taxes with little or no cost-recovery
Important	Services the agency <u>should</u> provide or are important to effectively serve visitors; may expand or enhance provision of core services; broadly supported and utilized by visitors, although support may be conditional upon the perceived benefit, quality, and pricing of the services	Supported by a balance of taxes & earned revenues
Value Added	Services the agency <u>may</u> provide when they are fiscally sustainable through visitor support; add value above and beyond what is required or expected of the agency’s core functions; are easy opportunities to integrate alternative providers and operators into providing services at one or more sites	Heavily or fully supported by earned revenues

3.3. COMMUNITY NEEDS ASSESSMENT

3.3.1. Community input will be one of the most critical components of this plan.

The Consultant will utilize an innovative and multi-media community input process to identify and prioritize what the community desires for their Beaches, Parks, Recreation, Golf, and facilities and their vision for the future. This task will be conducted in a variety of in-person and online forums including in non-English mediums (Spanish if needed). The City of Kalamazoo has an approved Public Participation Policy to help guide meaningful engagement with all citizens in all decisions that affect their lives. Kzoo Parks strongly encourages all prospective consultants to utilize the Community Engagement Plan Template (**Appendix C**), within the Public Participation Policy, when considering community input.

3.3.2. Key Leader and Stakeholder Interviews – The Consultant will conduct at least sixteen (16) key leadership and stakeholder interviews over a period of two days.

The Consultant will utilize Department staff to identify target focus groups and key leaders—possible focus groups could include teens, young adults, urban or mixed-use area residents, various interest groups, bike and action sports industry stakeholders, public / private partners and particular ethnic groups. The goal is to identify their vision and values and how they translate into future programs and development needs. This information will be supplemented by intercept surveys conducted during the park tour.

3.3.3. Open (Bi-Lingual) Public Forums – These forums will serve to present information and gather feedback from citizens at large. It will be important to get maximum media exposure to inform citizens of the purpose and importance of the meetings and clearly note time and locations.

The Consultant will conduct a minimum of three (3) community meetings: at least two (2) initial meetings to introduce the project and project goals, gain input for the community’s vision and core values for the City and its parks, recreation, aquatic

The Consultant will conduct a minimum of three (3) community meetings: at least two (2) initial meetings to introduce the project and project goals, gain input for the community’s vision and core values for the City and its parks, recreation, aquatic

and golf offerings; and one (1) follow-up meeting conducted during the final briefings component of the plan. The purpose for these meetings will be to ensure opportunities for the general public to discuss their options and perceptions for future developments and improvements.

- 3.3.4. **Community Needs Assessment Statistically-Valid Survey** – The Consultant will perform a random, scientifically valid community-wide household survey to quantify knowledge, need, unmet need, priorities and support for parks, recreation and cultural services. The Consultant will administer a statistically valid random sampling Needs Assessment Survey of household surveys in the City of Kalamazoo. The survey will be administered by phone or by a combination of a mail/phone survey and can have a minimum sample size of 325 completed surveys at a 95% level of confidence and a confidence interval of +/- 5.4%.

Prior to the survey being administered, the Consultant will meet with City of Kalamazoo staff to review and finalize the agreed upon survey instrument.

- 3.3.5. **Online Survey** – The Consultant will conduct an informal online survey to complement the data obtained from the statistically-valid survey. An online survey will be crafted and administered through an online survey provider. The online survey will focus on how users feel about the services provided, needs and importance, issues that need to be addressed, and recommendations for change they would like to see the City provide.

3.4. **FACILITY AND PROGRAM ASSESSMENT**

- 3.4.1. **Assessment of Existing Facilities, Trails, Aquatics, Golf Course** –An extensive park and facility tour will be performed with the Consultant and City staff to assess and confirm the inventory and existing conditions, and to perform a Supply Analysis to identify existing and potential Kzoo Parks offerings across the community. This will be supplemented with data from other service providers (private providers, schools, and neighboring jurisdictions such as Portage, Oshtemo, Comstock, etc.). The Consultant will review and ensure alignment with the City’s Bicycle Plan to ensure synergies and interconnectivity between the various planning documents.

The Consultant will provide a graphic and written site assessment of existing parks, recreation facilities, trails, aquatic facilities, and the golf courses in the city.

An aerial photo of each site should be obtained from Google Maps and/or drone footage and a list of the existing park facilities and amenities will be listed by Consultant. A list of all proposed improvements and renovations will also be provided by Consultant, along with identifying facilities and amenities that should not be replaced. Information from this assessment will be used to develop the Levels of Service standards and influence the Capital Improvement Needs for the plan.

Trail summary sheets should also be prepared by the Consultant to accurately reflect the goals and costs for the proposed trail improvements.

Future park facilities will also be documented and incorporated into the short, mid, and long term goals of the Master Plan.

Recommendations should be made by the Consultant which take into account the current and future needs and condition of existing facilities and develop cost of modifications to determine how to serve the long-range needs of the community.

- 3.4.2. **Recreation Program Assessment** - Recreation programs and special events are the backbone of park and recreation agencies. This assessment should review how well the department aligns itself with community needs (utilizing the statistically-valid survey and other community input) and a comparison of how the City's offerings compare to best practice agencies in Michigan and nationwide.

The goal of this process is to provide recreation program enhancements which result in successful and innovative recreation program offerings. The Consultant should provide insight into recreation program trends from agencies all around the country, and specifically evaluate gaps and overlaps as it relates to youth development programs through Kzoo Parks programming. The process includes analysis of the following programming aspects:

- Age segment distribution
- Lifecycle analysis
- Core program analysis and development
- Customer feedback
- Marketing and promotions
- Best Practices from similar and comparable agencies
- Similar provider analysis/duplication of services
- Review of program development process
- Program Innovation Cycle
- Standards and Performance Measures

Ultimately, the outcome of the process will be the creation of a dynamic recreation program plan which results in increased registration, drives customer retention and loyalty, improves customer satisfaction, and increases revenues. Additionally, it will help focus staff efforts in core program areas and create excellence in those programs deemed most important by program participants.

- 3.4.3. **Levels of Service Standards**
The Consultant will work with City staff to review and confirm, modify, or add to existing park classifications and identify preferred level of service standards for all park sites, trails, open space amenities and indoor and outdoor facilities. These classifications will consider size, population served, length of stay, and amenity types/services and will factor in NRPA's standards as well as Michigan-specific ones and are adapted based on the needs and expectations of the community.
- 3.4.4. **Service Area Equity Mapping** – The Consultant will utilize GIS to perform equity mapping to identify service area analysis for specific facilities and programs. This includes mapping by classification and major amenities, by facility standards as applied to population density, and geographic areas.

A service area is defined as a circular area around a park or amenity whose radius encompasses the population associated with the appropriate facility standard for

each park classification and amenity. Using the facility standards and service areas provided by the Consultant for each park and major facility type (amenity), a series of maps by each park classification and major amenities will be prepared.

Major parks and facilities to be mapped could include:

- Neighborhood Parks
- Community Parks
- Public School Greenspace and Playground
- Soccer Fields
- Football Fields
- Baseball Fields
- Softball Fields
- Basketball Courts
- Tennis Courts
- Volleyball Courts
- Pickleball Courts
- Trails
- Playgrounds
- Picnic Pavilions
- Aquatics/Pools
- Recreation/Community Centers
- Golf Courses

Maps of the entire system will be prepared. This mapping identifies gaps and overlaps in service area. It is assumed that the City will provide base GIS information including inventory and general location of park sites and amenities. The Consultant will provide maps in digital format (ARCGIS and Adobe Acrobat PDF format) and hard copy.

3.5. **PRIORITIZED FACILITY / AMENITY AND PROGRAM PRIORITY RANKINGS**

Demands and Unmet Needs Analysis– The Consultant will utilize the findings from the community input, survey results, standards, demographics and trends analysis, park and facility assessment, recreation services assessment and the service area mapping to create a quantified facility and program priority ranking.

This will provide a defensible and data-driven list of prioritized facility, infrastructure, amenities, and program needs for the City of Kalamazoo. This priority listing will be compared against gaps or surplus in recreation services, parks, facilities and amenities and thus drive future park and facility / amenity designs and plans.

The Consultant will conduct a work session with staff to review the findings and make revisions as necessary.

3.6. FINANCIAL IMPLEMENTATION AND CIP

- 3.6.1. Financial Implementation** – The Consultant will review current financial policies and underlying legislative authorities related to revenue activities. This review will include comparison of current policies with national standards of best practice agencies and will recommend policies and adjustments to current policies where enhancements may be needed, or gaps are identified.

A funding strategies and prioritization of public funding work session will be conducted by the Consultant for Kzoo Parks and in conjunction with City staff. There are numerous funding methods that can be applied for a variety of project types, from ongoing operations to development, rehabilitation and maintenance of recreation lands and facilities, or for funding enhancements or new development as supporting programs and services. These strategies could include:

- Fees and charges
- Endowments/grants
- Sponsorships
- Public / Private / Non Profit partnerships
- Dedicated funding sources

- 3.6.2. Prioritized Capital Improvement Plan** - Based on all of the data accumulated and analyzed, the Consultant will prepare a Prioritized Capital Improvement Plan (Plan) for the next 10 years. The projects will be divided into two goals: 0-5 years and 5-10 years. An Action Plan Matrix will be prepared by the Consultant which can be modified and updated as needed by City staff as projects are completed or re-prioritized. The Consultant will work with City staff to ensure the Plan is connected to the City’s CIP.

3.7. DRAFT AND FINAL MASTER PLAN

The overall vision and mission statements will be affirmed or modified, and direction for Kzoo Parks will be established along with individual action strategies that were identified from all the research work completed. Key recommendations and tactics which support each action strategy to its fullest outcome will be outlined in a strategy matrix with priorities, timelines, measurement, and teams within Kzoo Parks, the City, or external partners to focus on during the next 5-10 years. Specific tasks include:

- 3.7.1. Visioning Session and Goal / Objective Development** – The core values, vision and mission statements will be affirmed or updated with senior Kzoo Parks staff in a work session. Following this effort, goals/objectives and policies will be established and prioritized. A status briefing will be presented to gain input and consensus on direction. The Strategy Matrix will serve as the detailed action plan and implementation tool with goals, objectives, strategies, actions, priorities/timelines, and teams.
- 3.7.2. Preparation of Draft Master Plan Document** – The Consultant will prepare a draft Master Plan with strategies which take into account all analysis performed and consider the fiscal and operational impacts to the City.

- 3.7.3. **Community and Elected Official Briefings and Presentations** – The Consultant’s recommendations and prioritization of needs will be reviewed and discussed with City staff, in a community meeting, as well as with stakeholders and City leadership. The Draft Document will be up for public review through the City’s website and discussed in open public meetings for the community to share feedback.

Following the above review, the Consultant will be involved in presentations and briefings to the Parks and Recreation Advisory Board and the City Commission as needed.

- 3.7.4. **Final Parks and Recreation Master Plan Document** – Following feedback from the community, City staff, and elected officials, the Consultant will finalize the Master Plan document to be delivered to the City. Ten (10) copies of the final Master Plan will be delivered to the City, as well as one (1) electronic copy.

The Master Plan will complement and ensure integration with other City planning documents including: the Imagine Kalamazoo 2025 Master Plan, current Land Use, and Planning Standards and Ordinances, the City’s Zoning ordinances, and the 2019 Parks and Recreation Master Plan. (Documents linked in **Appendix B**)

The target date for the completion of the Master Plan is **December 1, 2023**. When chosen, the Consultant will need to provide a project timeline including meeting schedule and task accomplishment dates.

4. **PROPOSAL REQUIREMENTS**

Applicant should include the following in proposal:

Cover Letter

Within the one-page cover letter, include your firm’s full company name, address, phone number and the email address for your firm’s contact person for the RFP.

Project Experience

Identify three (3) projects working in communities where you were the primary consultant. Demonstrate the experience of your firm and/or proposed team, including all subconsultants, on projects same/similar to that described in this solicitation for same/similar services. The projects submitted should also demonstrate that the consultant and/or the team have performed a same/similar type of services to be considered relevant. Also include any accreditations and affiliations.

Experience of Key Personnel

For each key person identified, list their length of time with the firm and at least two comparable projects in which they have played a primary role. Explain the diversity of staff. There are no limitations on the number of key positions the firm may provide. However, at a minimum, the firm must provide the primary consultant and at least one (1) person from each sub-consultant identified. Each resume is limited to one (1) page.

Include an organizational chart (maximum 2 pages) that depicts the project team organization and lines of authority at the end of this tab; chart should be submitted in 8.5”X11”. Clearly indicate superior/subordinate reporting relationships. Provide names of each position and identify the firm or sub-consultant.

Project Understanding and Approach

Describe the firm’s approach to performing the required Services in the Scope of Work described above. Describe the opportunities and constraints involved with the performance of the associated tasks which include, but are not limited to: plan framework, citizen participation, community outreach, facilitation, plan editing and drafting, data collection and analysis to support each element, graphics and diagrams, maps, surveys, public meetings and any related items that are necessary in moving the required documents forward. Provide a detailed discussion of your firm’s capacity.

Project Work Plan/Schedule

Provide a Project Work Plan/schedule showing key project milestones and deliverables. The schedule shall demonstrate firm’s ability to meet the designated milestones.

Additional Proposal/Contract Requirements

Pricing submitted by the Firm shall remain in effect for one hundred twenty (120) days. It is understood that there will be no reimbursements to the Firm for proposal submission costs or for travel costs to attend a possible initial interview meeting. The City of Kalamazoo reserves the right to reject any or all proposals submitted in response to this RFP.

If selected, the Firm shall enter into a contract with the City of Kalamazoo to undertake this project. The contract shall indicate that the work to be undertaken shall be done to the satisfaction of the City of Kalamazoo, according to this RFP and for the amount agreed upon by the two parties. The cost shall indicate that no additional money shall be paid to the Firm for any work for which prior authorization has not been given in writing. No contingency allowance will be accepted.

The selected Firm shall be required to assume responsibility for services offered in its proposal whether or not the Firm performs them. Further, City of Kalamazoo will consider the selected Firm to be sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Firm is totally responsible for adherence by the sub-contractor to all provisions of the contract.

The City of Kalamazoo reserves the right to reject any and all proposals and to waive any and all irregularities and formalities where it is in the best interest of the City and the facility. The submission of a proposal not in keeping with the City's goals and/or operational precedent, and which could adversely affect the City’s public image, shall not be accepted. The City reserves the right to withhold the award of the Contract for a reasonable period of time and no award shall be made until investigations are completed as to the capabilities of all Proposers.

5. EVALUATION CRITERIA

Proposals will be evaluated by City staff based upon the responsiveness of the Proposal to this RFP. All proposals will be evaluated using the criteria listed below:

- 5.1 Firm Project Experience (80 Points)
- 5.2 Qualifications/Experience of Key Personnel (80 Points)
- 5.3 Project Understanding and Approach (40 Points)
- 5.4 Capacity of Firm (40 Points)
- 5.5 Project Work Plan/Schedule (40 Points)
- 5.6 Location of Performing Office (20 Points)
- 5.7 Price (20 Points)

If interviews are required to decide between the top evaluated firms, responses during interviews will also be an evaluation criterion.

The City of Kalamazoo will select the professional firm for this project based upon the qualifications received and the results of an interview, if deemed necessary.

The contract will be awarded to the Firm who, based upon the judgment of City of Kalamazoo is the most responsive, responsible, meets the qualifications as stated herein, and whose price is within the City’s budget.

7. **COMPENSATION**

A price proposal shall be submitted in a separate sealed envelope marked “Price Proposal”. The pricing in the sealed envelope shall be the only listed pricing in the proposal. The Price Proposal shall only be opened by City personnel after the technical evaluation of submitting proposers.

The total combined not-to-exceed price quoted must include all costs associated with the performance of the services specified, including materials, supervision, labor, insurance, transportation, delivery, fuel or other surcharges, demurrage, and related costs. Charges not listed in the RFP response will not be allowed. All prices and fees must be in U.S. dollars.

In addition, itemize the cost of project work items which make up the total price for the project. Detail all services to be performed for the price offered and include charges/rates to be billed for the labor, meetings, telephone calls, printing and travel.

8. **SELECTION CRITERIA**

The City of Kalamazoo shall conduct a formal evaluation to determine the best qualified respondent meeting the City’s needs. This evaluation shall be based on the Evaluation Criteria.

No rating or evaluation under the terms of this RFP shall be construed as a guarantee or promise of a contract and no such contract shall be binding on the City absent approval through the City’s approval process.

The requested information is intended to provide information that will assist the City in the selection of the most qualified, competent, experienced, responsive, and economical Consultant, who will best serve the needs of the City. During the evaluation process, where it may serve its best interest, the City reserves the right to request additional information or clarifications from proposers, to reject any or all proposals or unauthorized modifications, to allow corrections of errors or omissions, or to waive irregularities. A selection committee will evaluate the proposals based upon the proposal requirements/selection criteria. After a review of the written proposals, selected firms may also be asked to make a presentation or field follow-up questions. The City will choose the proposal(s) that best fits its needs. The City is not obligated to award the contract based on cost alone. The selected firm will be required to enter into a written agreement with the City that will detail the specifics of the relationship and include scope of work, compensation, insurance requirements and other matters. If an agreement cannot be reached, the City reserves the right to render the proposal invalid and may award the contract to another qualified proposer in its sole discretion.

This RFP does not commit the City of Kalamazoo to pay for direct or indirect costs incurred in the preparation and/or presentation of a response. All finalists will pay their own costs incurred in

preparing for, traveling to and attending interviews. The City of Kalamazoo reserves the right to accept or reject any or all proposals in part or in its (their) entirety.

The City reserves the right to make an award without further discussion of the submittal with the offeror. Therefore, the proposal should be submitted initially on the most favorable terms that the firm or individual might propose.

9. POST PROPOSAL INFORMATION

After review of proposals, the City may request further information or clarifications. Requested information shall be provided by the respondent either in writing or by oral presentation, at no cost to the City.

10. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this RFP will be posted on the City’s website at <https://www.kalamazoocity.org/bidopportunities>. It shall be the proposer’s responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become part of the contract and all proposers shall be bound by such changes or addenda. **In order for a proposal to be responsive, all addenda must be returned (signed by the proposer) with the proposal.** If you have already submitted your proposal, acknowledge receipt and acceptance of addenda by signing in the place provided and returning them to the Purchasing Division and they shall be incorporated in your proposal. Please identify your return envelope with the proposal reference number and project description.

11. ECONOMY OF PREPARATION

Each proposal should be prepared simply and economically providing a straightforward concise description of the proposer’s ability to meet the requirements of the RFP. Decorative bindings, colored displays, promotional material, etc., are discouraged and they may result in loss of evaluation credit. Emphasis should be on completeness and clarity of the contents.

12. PAYMENT DEFAULT

No bid or proposal shall be accepted from any party (contractor) who is in default on the payment of taxes, licenses or other monies due to the City of Kalamazoo.

13. CONFLICT OF INTEREST

Submitting firms shall notify the City of any potential conflicts of interest in their proposal submittal.

14. ASSURANCE OF DESIGNATED PROJECT TEAM

Proposer shall assure that the designated project team, including sub-consultants (if any), is used for this project. Departure or reassignment of, or substitution for, any member of the designated project team or sub-consultant(s) shall not be made without the prior written approval of the City.

15. RFP TIMELINE

Following is a detailed schedule of activities that identifies procurement process milestones. Dates provided are subject to change.

ACTIVITY	DATE
Issue Request for Proposals (RFP)	March 1, 2023
Pre-Proposal Meeting (virtual)	March 14, 2023
Deadline for Written Questions	March 20, 2023 by 3:00 p.m.
Response to Questions Posted Online (Addendum)	March 21, 2023
Proposals Due	March 29, 2023
Review and Scoring of Proposals	March 30 – April 7, 2023
Interviews/Presentations (If Necessary)	March 30 – April 7, 2023
Contract Award	May 5, 2023
Notice to Proceed	May 22, 2023

16. VIRTUAL PRE-PROPOSAL MEETING

All prospective proposers are invited to attend a non-mandatory Virtual Pre-Proposal Meeting with representatives from the City of Kalamazoo on **Tuesday, March 14, 2023 at 10:00 a.m. Local Time**. The virtual meeting will take place via Zoom Webinar:

ACTION REQUIRED: Register in advance for this Zoom webinar:

You are invited to a Zoom webinar.

When: Mar 14, 2023 10:00 AM Eastern Time (US and Canada)

Topic: Parks and Recreation 5-Year Master Plan RFP

Register in advance for this webinar:

https://us06web.zoom.us/webinar/register/WN_9v3mU-29TuWIhnlYfQ1TvQ

After registering, you will receive a confirmation email containing information about joining the webinar.

17. QUESTIONS

Questions regarding the scope of work of this project may be addressed to Ashton Anthony, Parks and Recreation Deputy Director at (269) 337-8295 or anthonya@kalamazoocity.org. Questions relative to general proposal requirements may be addressed to Craig Hull, Buyer at (269) 337-8444. This does not relieve the proposers, however, from the requirements of Item 3, Page 1.

**SECTION V
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

- A. The contract will be awarded to that responsible proposer whose proposal, conforming to this solicitation, will be most advantageous to the City according to the criteria outlined herein. The City reserves the right to accept or reject any or all proposals and waive informalities and minor irregularities in proposals received.
- B. Notification of award will be in writing by the Purchasing Manager. Upon notification, the Consultant/ Professional Firm (hereinafter Firm) shall submit to the Purchasing Division all required insurance certificates and such other documentation as may be requested or required hereunder. Upon their receipt and subsequent approval by the City, the Purchasing Manager will forward to the Firm a written **NOTICE TO PROCEED**. Work shall **NOT** be started until such **NOTICE TO PROCEED** is received by the Firm.
- C. Unilateral changes in proposal prices by the proposer shall not be allowed. However, the City, at its sole option, reserves the right to negotiate with proposers.

2. REQUEST FOR PROPOSAL AS CONTRACT

Should modifications (after proposal opening) NOT be necessary; this Request for Proposal (RFP) together with its addenda, amendments, attachments and modifications will be executed as the contract. In the event modifications of any nature do occur, a separate agreement shall be negotiated containing mutually agreeable terms and conditions from this Request for Proposal and any addenda.

3. SUBCONTRACTORS – NON-ASSIGNMENT

Proposers shall state in writing any and all sub-contractors to be associated with this proposal, including the type of work to be performed. The Firm shall cooperate with the City of Kalamazoo in meeting its commitments and goals with regard to maximum utilization of minority and women-owned business enterprises.

The Firm hereby agrees and understands that the contract resulting from this proposal shall not be transferred, assigned or sublet without prior written consent of the City of Kalamazoo.

4. TAXES

The City of Kalamazoo is exempt from all federal excise tax and state sales and use taxes.

5. INVOICING

All original invoice(s) will be sent to the Financial Services Division, 241 W. South Street, Kalamazoo, MI 49007 or via email at apinvoice@kalamazoocity.org. The Finance Division processes payments after receipt of an original invoice from the Firm and approval by the department. The City of Kalamazoo's policy is to pay invoice(s) within 30 days from the receipt of the original invoice, if the services or supplies are satisfactory and the proper paperwork and procedures have been followed. **In order to guarantee payment to the vendor on a timely basis, the vendor needs to receive a purchase order number before supplying the City of Kalamazoo**

INVOICING (cont)

with goods or services. All original, and copies of original invoice(s), will clearly state which purchase order they are being billed against.

The City of Kalamazoo is a government municipality and therefore is tax exempt from all sales tax.

The vendor is responsible for supplying the Finance Division with a copy of their W9 if they are providing a service to the City of Kalamazoo.

6. PAYMENTS

Unless otherwise specified by the City in this contract, the Firm will be paid in not more than thirty (30) days after receipt of a properly executed invoice, the sum stipulated herein for supplies delivered and accepted, or service rendered and accepted. Payments are processed by the Management Services Financial Services Division after receipt of an original invoice from the Firm and approval by the department.

7. CHANGES AND/OR CONTRACT MODIFICATIONS

The City reserves the right to increase or decrease quantities, service or requirements, or make any changes necessary at any time during the term of this contract, or any negotiated extension thereof. Price adjustments due to any of the foregoing changes shall be negotiated and mutually agreed upon by the Firm and the City.

Changes of any nature after contract award which reflect an increase or decrease in requirements or costs shall not be permitted without prior approval by the Purchasing Agent. City Commission approval may also be required.

ANY CHANGES PERFORMED IN ADVANCE OF PURCHASING AGENT APPROVAL MAY BE SUBJECT TO DENIAL AND NON-PAYMENT.

8. LAWS, ORDINANCES AND REGULATIONS

The Firm shall keep itself fully informed of all local, state and federal laws, ordinances and regulations in any manner affecting those engaged or employed in the work and the equipment used. Firm and/or employees shall, at all times, serve and comply with such laws, ordinances and regulations.

Any permits, licenses, certificates or fees required for the performance of the work shall be obtained and paid for by the Firm.

This contract shall be governed by the laws of the State of Michigan.

9. RIGHT TO AUDIT

The City or its designee shall be entitled to audit all of the Firm's records, and shall be allowed to interview any of the Firm's employees, throughout the term of this contract and for a period of three years after final payment or longer if required by law to the extent necessary to adequately permit evaluation and verification of:

RIGHT TO AUDIT (cont.)

- A. Firm's compliance with contract requirements,
- B. Compliance with provisions for pricing change orders, invoices or claims submitted by the Firm or any of their payees.

10. HOLD HARMLESS

If the negligent acts or omissions of the Firm/Vendor or its employees, agents or officers, cause injury to person or property, the Firm/Vendor shall indemnify and save harmless the City of Kalamazoo, its agents, officials, and employees against all claims, judgments, losses, damages, demands, and payments of any kind to persons or property to the extent occasioned from any claim or demand arising therefrom.

11. DEFAULT

The City may at any time, by written notice to the Firm, terminate this contract and the Firm's right to proceed with the work, for just cause, which shall include, but is not limited to the following:

- A. Failure to provide insurance and bonds (when called for), in the exact amounts and within the time specified or any extension thereof.
- B. Failure to perform the services within the time specified herein, or any extension thereof.
- C. Failure to make progress if such failure endangers performance of the contract in accordance with its terms.
- D. Failure to perform in compliance with any provision of the contract.
- E. **Standard of Performance** - Firm guarantees to perform the services rendered herein in accordance with the accepted standards of the industry or industries concerned herein, except that if the specifications calls for higher standards, then such higher standards shall be provided.

Upon notice by the City of the Firm's failure to comply with such standards or to otherwise be in default of this contract in any manner following the Notice to Proceed, the Firm shall immediately remedy said defective performance in a manner acceptable to the City. Should the Firm fail to immediately correct said defective performance, said failure shall be considered a breach of this contract and grounds for termination of the same by the City.

In the event of any breach of this contract by the Firm, the Firm shall pay any cost to the City caused by said breach including but not limited to the replacement cost of such services with another Firm.

The City reserves the right to withhold any or all payments until any defects in performance have been satisfactorily corrected.

In the event the Firm is in breach of this contract in any manner, and such breach has not been satisfactorily corrected, the City may bar the Firm from being awarded any future City contracts.

- F. All remedies available to the City herein are cumulative and the election of one remedy by the City shall not be a waiver of any other remedy available to the City, either listed in this contract or available by operation of law.

12. INDEPENDENT CONTRACTOR

At all times the Firm, any of its employees, or its sub-contractors, and their subsequent employees shall be considered independent contractors and not as City employees. The Firm shall exercise all supervisory control and general control over all workers' duties, payment of wages to Firm's employees and the right to hire, fire and discipline their employees and workers. As an independent contractor, payment under this contract shall not be subject to any withholding for tax, social security or other purposes, nor shall the Firm or its employees be entitled to City paid sick leave, pension benefit, vacation, medical benefits, life insurance or workers' unemployment compensation or the like.

13. MEETINGS

The Firm and/or Project Supervisor shall be available to meet with the Department Head or Project Manager at a mutually agreeable time to discuss problems, issues or concerns relative to the contract. Either party may call a meeting at any time. When such a request for a meeting is made, the meeting date shall, in no case exceed five (5) working days after the request; and, if in the sole opinion of the Department Head, the severity of the circumstance warrants, no more than one (1) working day.

14. CITY'S RESPONSIBILITIES

The City agrees to provide full, reliable information regarding its requirements for the services to be provided. In addition, the City agrees to provide, at its expense and in a timely manner, the cooperation of its personnel and such additional information with respect to this agreement as may be required from time to time, to be provided by the City for the performance of the Firm's work.

15. TERMINATION

This Agreement may be terminated by either the City or the Firm by giving written notice at least thirty (30) days prior to the date of termination.

- A. In the event of such termination by the Firm, the City, together with any other remedies which are legally available, may withhold any subsequent payment due under this agreement until such time as the services required to be performed under this Agreement have been completed by the City or another firm. In the event that the City incurs additional expenses caused directly or indirectly by the termination of this Agreement, together with such other remedies as are legally available, the City shall be entitled to deduct such expenses from any unpaid amount due to the Firm under this agreement.
- B. In the event of such termination by the City, the City shall pay the Firm for services and reimbursable expenses performed or incurred prior to the termination date plus all costs and expenses directly attributable to such termination for which the Firm is not otherwise compensated.

16. NO WAIVER

Either party's failure to insist on strict performance of any term or condition of the contract shall not be deemed a waiver of that term or condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

APPENDIX A
NON-DISCRIMINATION CLAUSE FOR ALL CITY OF KALAMAZOO CONTRACTS

The Contractor agrees to comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larson Civil Rights Act, Act. No. 453, Public Act of 1976 as amended; the Michigan Handicappers Civil Rights Act, Act No. 220, Public Act of 1976 as amended, City Ordinance 1856 and all other applicable Federal and State laws. The Contractor agrees as follows:

1. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability, family status, sexual orientation or gender identity that is unrelated to the individual's ability to perform the duties of the particular job or position. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment advertising, layoff or termination; rates of pay or other forms of compensations; and selection for training, including apprenticeship.
2. The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, national origin, sex, age, height, weight, marital status, physical or mental disability family status, sexual orientation or gender identity that is unrelated to the individuals ability to perform the duties of the particular job or position.
3. If requested by the City, the Contractor shall furnish information regarding practices, policies and programs and employment statistics for the Contractor and subcontractors. The Contractor and subcontractors shall permit access to all books, records and accounts regarding employment practices by agents and representatives of the City duly charged with investigative duties to assure compliance with this clause.
4. Breach of the covenants herein may be regarded as a material breach of the contract or purchasing agreement as provided in the Elliott-Larsen Civil Rights Act and City Ordinance 1856.
5. The Contractor will include or incorporate by reference the provisions of the foregoing paragraphs 1 through 4 in every subcontract or purchase order unless exempted by the rules, regulations or orders of the Michigan Civil Rights Commission* and will provide in every subcontract or purchase order that said provision will be binding upon each subcontractor or seller.
6. The Contractor will not preclude a person with a criminal conviction from being considered for employment unless otherwise precluded by federal or state law. (for contracts over \$25,000)

The Elliott-Larson Civil Rights Act, Sec. 202 of Act. No. 453 of 1976 reads in part as follows:

Sec. 202. (1) An employer shall not:

- (a) Fail or refuse to hire, or recruit, or discharge or otherwise discriminate against an individual with respect to employment, compensation, or a term condition or privilege of employment because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (b) Limit, segregate or classify an employee or applicant for employment in a way which deprives or tends to deprive the employee or applicant of an employment opportunity or otherwise adversely affects the status of an employee or applicant because of religion, race, color, national origin, age, sex, height, weight or marital status.
- (c) Segregate, classify or otherwise discriminate against a person on the basis of sex with respect to a term, condition or privilege of employment, including a benefit plan or system.

* Except for contracts entered into with parties employing less than three employees.



APPENDIX B

DOCUMENT LINKS:

***Imagine Kalamazoo 2025 Master Plan, Approved
Neighborhood Plans, and Public Participation Policy***

<http://www.imaginekalamazoo.com/plans>

City of Kalamazoo Ordinances

<https://ecode360.com/KA2666>

2019 Parks & Recreation Master Plan

**[https://www.kzooparks.org/About/Imagine-Fun-Master-
Plan](https://www.kzooparks.org/About/Imagine-Fun-Master-Plan)**

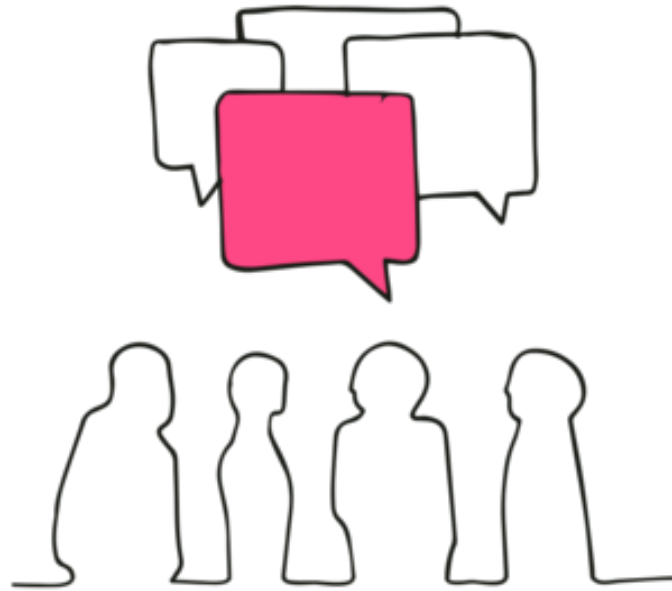
**Parks & Recreation 5-Year Master Plan
Proposal Reference #: 90664-019.0**



APPENDIX C

COMMUNITY ENGAGEMENT PLAN TEMPLATE

**Parks & Recreation 5-Year Master Plan
Proposal Reference #: 90664-019.0**



Community Engagement Plan Template

Parks and Recreation 5 year Master Plan

February 25, 2023

1 Define the Project

LOCATION

Specific address, neighborhood, city-wide

City - wide

PARAMETERS

Deadline, budget, decisions that have already been made

Deadline: January 15, 2024

TIMELINE

Start: May, 2023

End: January 15, 2024

PROJECT TEAM

Name	Title
<i>Ashton Anthony</i>	<i>Deputy Director</i>
<i>Patrick McVerry</i>	<i>Director</i>

DESCRIPTION Overview of the project. What decisions will be made?

The Parks and Recreation Department Master Plan will create a defined set of objectives and goals that align with Imagine Kalamazoo 2025 and current community needs. This plan will create direction for City staff and leadership to examine development, re-development, expansion and enhancement of our parks system, aquatic and sports facilities, and recreation programs and services. The objective of this Request for Proposals (RFP) is to identify the most qualified and experienced Consultant to create the Parks & Recreation 5-Year Master Plan (Master Plan).

PLAN ALIGNMENT

Was this project listed in an existing plan? Which goals or actions in these existing plans relate to your project?

Existing Plans Check all that align

- 2025 Master Plan
- HUD Consolidated Plan
- Shared Prosperity Plan
- Sustainability Plan
- Parks & Recreation Plan
- _____
Neighborhood
Neighborhood Plan

List Related Plan Actions or Goals

This plan will be embedded into the updated city master plan and will encompass several Neighborhood Plans.

STRATEGIC VISION GOALS

Check all that apply

- Shared Prosperity
- Connected City
- Inviting Public Places
- Environmental Responsibility
- Safe Community
- Youth Development
- Complete Neighborhoods
- Strength Through Diversity
- Economic Vitality
- Good Governance

2 Identify Stakeholders & Impact

PROJECT IMPACT

PLACES that will be impacted

Ex: Neighborhood, streets natural feature, access to water

Parks, Youth Facilities, Trails, and Aquatic Facilities

Level of Impact

Considering the places, people, and processes being impacted, determine whether your project will have a high or low impact on the community.

Low Impact

High Impact

Impact Area

Considering the places being impacted, determine whether your project will impact a small or large area.

Small Area

Large Area

PEOPLE that will be impacted

Ex: Business, home owner, renter, citizen rights or liberties

Entire Kalamazoo community and surrounding areas

PROJECT PARTNERS

Are there other groups or organizations that will be helping carry out the project?

Neighborhood organizations,

STAKEHOLDER GROUPS

Stakeholders are anyone that you will need to engage throughout your project. Consider who will: be impacted by the project, be interested in the project, have knowledge or expertise on the topic, and make decisions for the project (schools, churches, nonprofits, neighborhood residents, businesses, government departments, boards/commissions, etc.

PROCESSES that will be impacted

Ex: New website, phone number, or office location, bill paying, permitting, accessing services

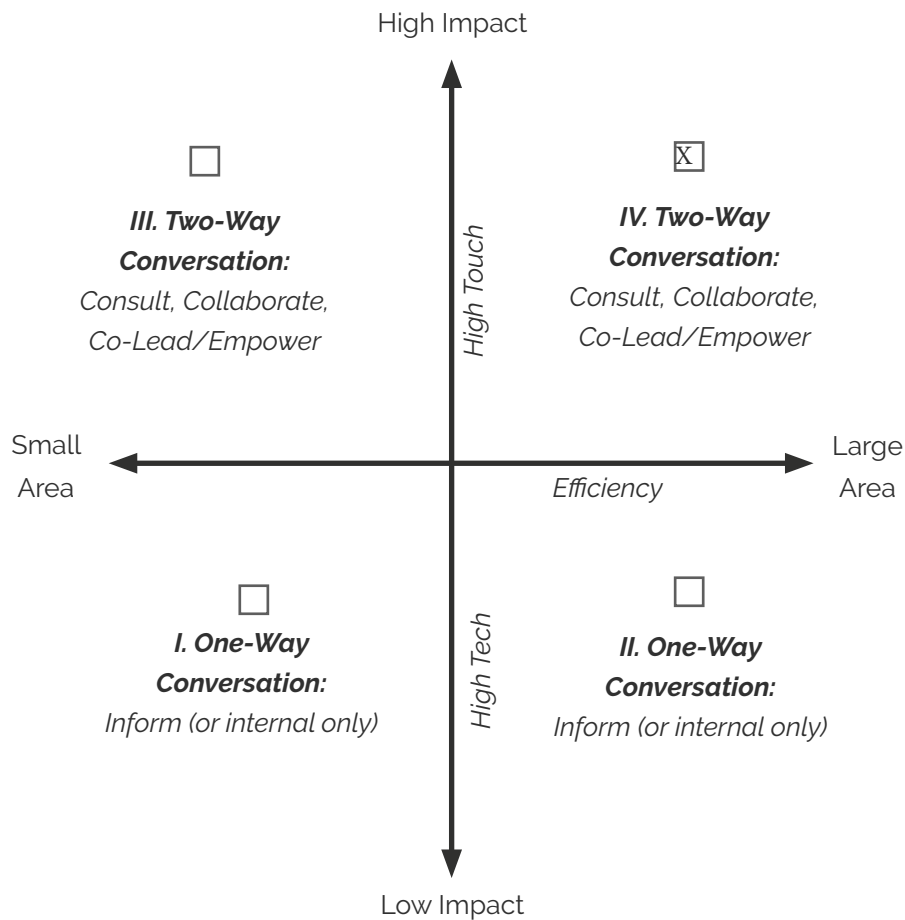
N/A

- Park users/goers
- Neighborhood Associations
- Kalamazoo Friends of Recreation
- Kalamazoo Parks and Recreation Advisory Board

3 Determine Level of Engagement

Based on the level of impact and impact area you determined on the last page, check the applicable quadrant on the Impact Scale Grid below. This grid and the decision tree on the next page will help determine the level of engagement required for your project. In general the higher impact, the more in-depth engagement is required,

IMPACT SCALE GRID

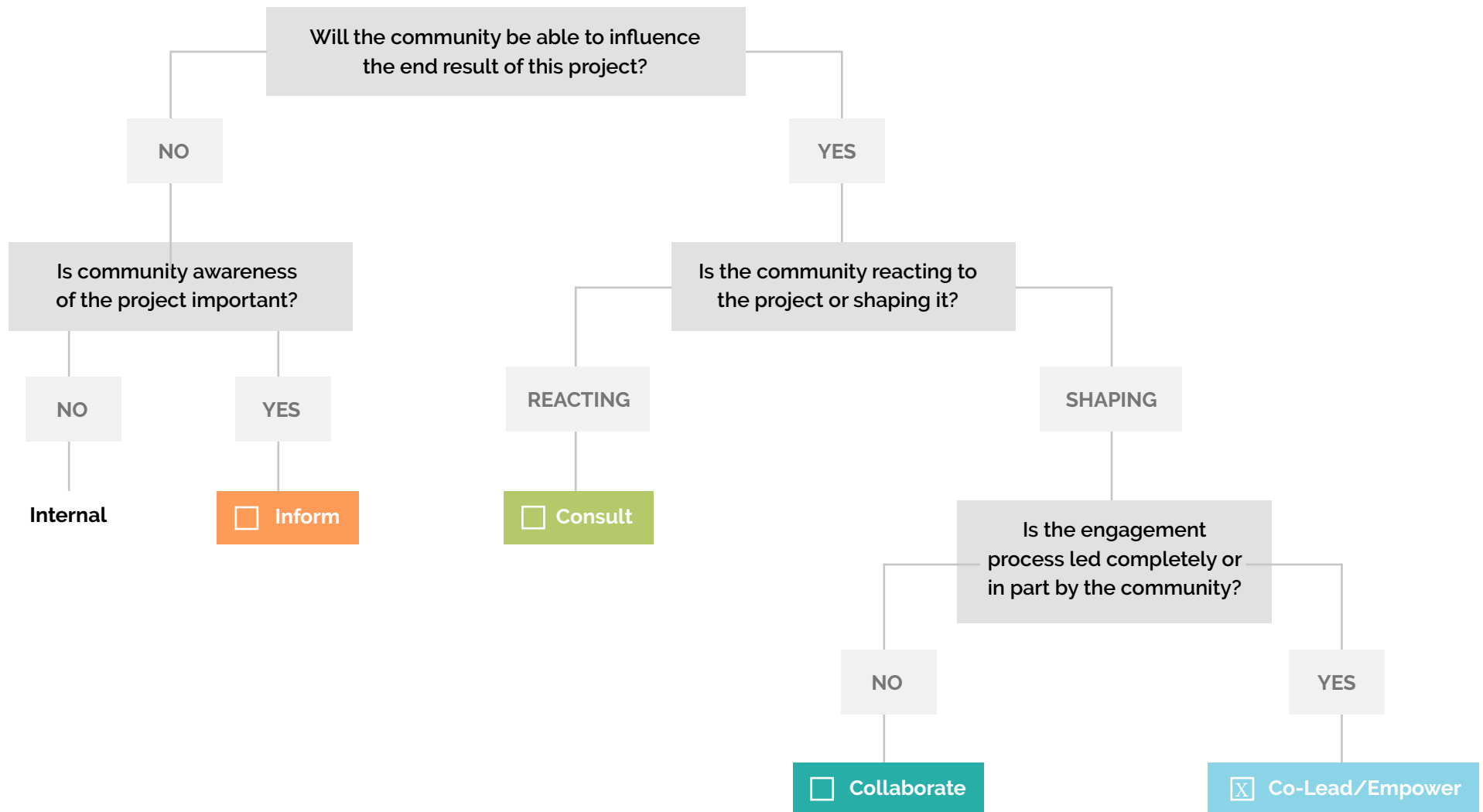


TYPE	CLASSIFICATION	PROJECT EXAMPLE	LEVEL OF ENGAGEMENT	METHODS
I	Low impact, Small Geography	Lead water service replacement	1 way - Inform	Neighborhood newsletter, neighborhood email blast, social media
II	Low impact, Large Geography	Citywide hydrant flushing	1 way - Inform	E-blasts, website, social media
III	High impact, Small Geography	Zoning Map Update	2 way - Consult, Collaborate or Co-lead	Neighborhood meeting, door-to-door canvassing, door hangers, direct mail
IV	High Impact, Large Geography	Master Plan Update	2 way - Consult, Collaborate or Co-lead	Imagine Kalamazoo website, Town Hall meeting, focus groups

3 Determine Level of Engagement

Complete the decision tree below with your project team. This **Public Participation Decision Tree** and the **Impact Scale Grid** will help determine the level of engagement required for your project.

PUBLIC PARTICIPATION DECISION TREE



4 Create an Engagement Strategy

Engagement goals should explain what you hope to accomplish through engagement. They can include how many people you want to engage, goals for communicating project outcomes, milestones you want to reach, etc. Make sure they are SMART: Specific, Measurable, Achievable, Realistic, and Timely.

ENGAGEMENT GOALS

Goal 1

The Consultant will perform a random, scientifically valid community-wide household survey to quantify knowledge, need, unmet need, priorities and support for parks, recreation and cultural services. The Consultant will administer a statistically valid random sampling Needs Assessment Survey of household surveys in the City of Kalamazoo. The survey will be administered by phone or by a combination of a mail/ phone survey and can have a minimum sample size of 325 completed surveys at a 95% level of confidence and a confidence interval of +/- 5.4%. Valid survey should be completed and included as part of the Master Plan.

Goal 2

The Consultant will conduct an informal online survey to complement the data obtained from the statistically-valid survey. An online survey will be crafted and administered through an online survey provider. The online survey will focus on how users feel about the services provided, needs and importance, issues that need to be addressed, and recommendations for change they would like to see the City provide. The informal online survey should be completed and included as part of the Master Plan.

Goal 3

The Consultant will conduct a minimum of three (3) community meetings: at least two (2) initial meetings to introduce the project and project goals, gain input for the community's vision and core values for the City and its parks, recreation, aquatic and golf offerings; and one (1) follow-up meeting conducted during the final briefings component of the plan. These community meetings will be embedded as a major component of community feedback and used as part of the Master Plan process.

OPPORTUNITIES

Anything that might be helpful throughout your engagement plan.

- The ability to join an existing event or program within a park or the community at large to engage with a captive audience.

LIMITATIONS

Anything that might set certain parameters for your project or engagement.

4 Create an Engagement Strategy *Continued*

Check the level of engagement you determined from the Impact Scale Grid and Decision tree.

This is the level of engagement your project will start at. Also check all levels below your starting level as you will also engage at these levels as you move through the different stages of your project.

Fill out the engagement overview table for each applicable level for your project describing how stakeholders will be involved in each level and the engagement activities you plan to do.

ENGAGEMENT OVERVIEW

	ENGAGEMENT LEVEL	TIMELINE	HOW WILL STAKEHOLDERS BE INVOLVED	ENGAGEMENT ACTIVITIES
<input type="checkbox"/>	<i>Vision</i> Co-Lead/Empower			
<input type="checkbox"/>	<i>Plan</i> Collaborate			
<input type="checkbox"/>	<i>Design/Pre-construction</i> Consult			
<input type="checkbox"/>	<i>Construction</i> Inform			

4 Create an Engagement Strategy Continued

Plan out all of your engagement activities using the table below. Use the Engagement Activities Toolkit to help you think through each activity. Fill out as many sheets as needed for your activities.

ENGAGEMENT ACTIVITY List the engagement activity and a brief description	WHEN Specific date, or month(s)	WHERE Location/city wide, online/in-person	WHO Stakeholder groups to be engaged	MATERIALS What will you need for this activity?	PROMOTION Social media, website, press release, flyer, etc.	COST For materials, promotion, etc.



Be sure to schedule time to update stakeholders on progress as well as time to check in with your project team to review your engagement goals. If you aren't meeting your engagement goals think about what changes you might need to make for future engagement activities.

4 Create an Engagement Strategy *Continued*

Now that you have your engagement activities selected, it may be helpful to map them out onto a timeline to see the bigger picture of your engagement process. As you work through the process dates may need to change. To stay on track, adhere to your timeline as much as possible, but it's also important to remain flexible to change.

TIMELINE



6 Promote Participation & Communicate Results

PROMOTIONAL STRATEGY

How does your project align with the interests and concerns of your stakeholders? What is the benefit to them of getting involved?

What are your calls to action?

How will you communicate with stakeholders and keep them up to date on the project?

In the last engagement level of the engagement spectrum, Inform, you will be communicating the results of your project. Once you have compiled all of the input for your project fill out the sheet below to show how community input informed project decisions. This worksheet is not required for projects that start at the Inform level of engagement/don't include community input. Share this outcome information and updates with stakeholders.

COMMUNITY INPUT

What we heard



PROJECT OUTCOMES

What we're doing