



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

REQUEST FOR PROPOSALS (RFP)

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

Project Name: Downtown Placemaking

Proposal Reference #: 92500-004.0

RFP ISSUE DATE: December 29, 2022

Number of Copies Required: **Two (2)** paper copies +
One (1) electronic copy (USB thumb drive)

PROPOSAL DUE/OPENING DATE: January 25, 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: **Rebekah Kik,**
Assistant City Manager at (269) 337-8893 or
kikr@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** 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 architectural/engineering services as specified herein:

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.** This Price Proposal shall only be opened by City personnel after formal evaluation and scoring of proposals received. The firm determined to be most qualified, based on evaluation committee scoring, and falling within the City’s stated budget shall be awarded the contract.

DOWNTOWN PLACEMAKING

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

\$ _____
(Include in Sealed Price Proposal)

Price stated shall 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. No other charges shall be allowed. All prices and fees are stated in U.S. dollars.

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 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

Certification Regarding Debarment and Suspension

Certification A: Certification Regarding Debarment, Suspension, and Other Responsibility Matters - Primary Covered Transactions

1. The prospective primary participant certifies to the best of its knowledge and belief that its principals;

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal debarment or agency;

b. Have not within a three-year period preceding this proposal, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (A)

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.

2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.

3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

4. The prospective primary participant shall provide immediate written notice to the department or agency to whom this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

5. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of these regulations.

6. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.

7. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines this eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.

9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

10. Except for transactions authorized under paragraph (6) of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause of default.

Certification B: Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Certification (B)

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded**, as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of these regulations.

5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph (5) of these instructions, if a participant in a lower covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies including suspension and/or debarment.

Applicant		Date
Signature of Authorized Certifying Official	Title	

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 proposers in their submission.

COVID-19 ADDENDUM #2
January 1, 2022

TO: ALL Prospective Proposers
PROJECT: ALL Upcoming Projects

The purpose of this addendum is to clarify and/or modify the sealed proposal delivery and proposal 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 PROPOSAL DELIVERY AND PROPOSAL OPENING POLICY:

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

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

Proposers can submit sealed proposals in one of the following ways:

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

City of Kalamazoo
Purchasing Division
241 West South Street
Kalamazoo, MI 49007
- **Deliver your proposal to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall before the proposal due date and time indicated in the RFP document.
- **Deliver your proposal to City Hall In Person** before the proposal due date and time indicated in the RFP document.

All proposals shall be tightly sealed in an envelope plainly marked SEALED PROPOSAL and identified by project name, proposal 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. Proposals submitted by fax machine or email will not be accepted.

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

Questions regarding this sealed proposal delivery and proposal 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 AND REQUIREMENTS

1. INTRODUCTION/OBJECTIVE

The City of Kalamazoo, Michigan (City) is seeking a qualified landscape architect, architectural design and/or engineering firm to design and engineer Downtown Placemaking street improvements, alley enhancements, and overall connectivity of these special places in our Downtown. As “everyone’s neighborhood”, Downtown is where Kalamazoans live, work, and play. Each user has a slightly different need. Those who live in Downtown desire a complete neighborhood where they can meet their daily needs, including shopping, recreation, and entertainment. Downtown employees envision easier access to its abundant goods, services, retail, activities and safe transportation. Visitors imagine vibrant, active streets and gathering spaces with unique events and family-friendly activities that draw from the region. Existing conditions in Downtown possess many characteristics of a vibrant, urban neighborhood. However, circulation and navigation, speeding, and uncomfortable pedestrian environment resulting from the one-way streets created a new place. The alleys and mall areas have become refuge for pedestrians seeking quieter less disruptive pathways from traffic. These areas have been sought out for safe passage for a decade. The city has improved two alley ways during development projects including Bates Alley and Haymarket Alley. These new spaces are now utilized for events, art exhibitions, live music, and hanging out. The Downtown Placemaking projects in this scope of work seek to add to the vibrancy with another alley activation, plaza redesigns that act as connectors, and enhancing the experience of the Kalamazoo Mall as a more active and engaging place.

2. CONTRACT PERIOD AND EXTENSIONS

The contract shall be in effect for a nine (9)-month period commencing on Consultant’s receipt of Notice to Proceed from the City. The City may opt to extend the contract upon mutual agreement of both parties made in writing.

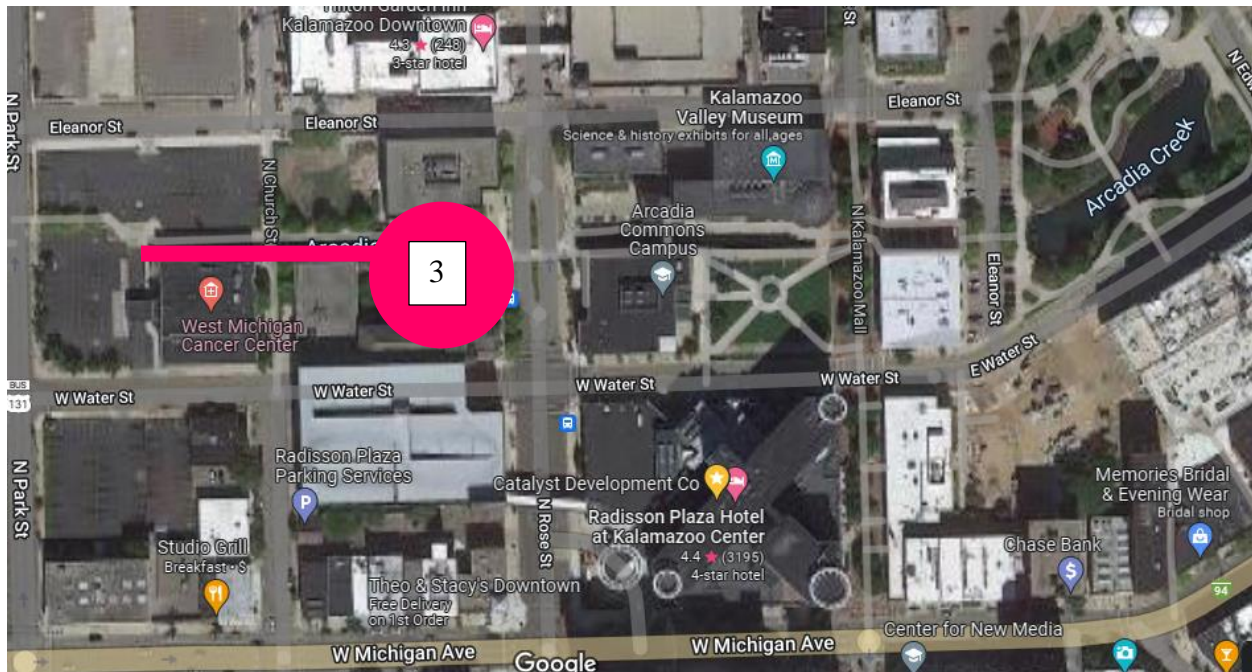
3. SCOPE OF WORK

The selected consultant will be expected to provide services identified below. The items listed represent the minimum services expected to be performed. In your response to the Request for Proposals (RFP), identify other related services that you will provide, if applicable.

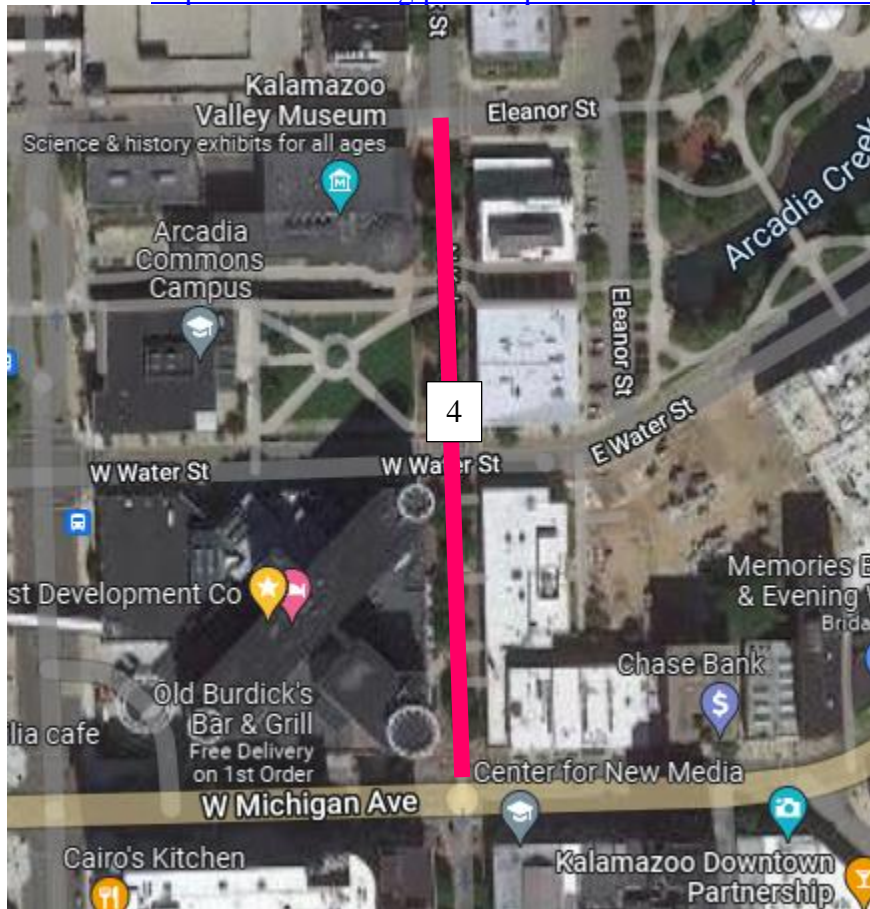
- 3.1. Design and engineer drawings ready for bidding for the following Downtown Placemaking projects:
 - 3.1.1. Exchange Alley: Lighting, public art installation, painted pavement design, connectivity from Farmers Alley to Rose Street.
 - 3.1.2. Farmers Alley: Plaza redesign and greater connection to Bates Alley; lighting, public art, landscaping, pavement design.



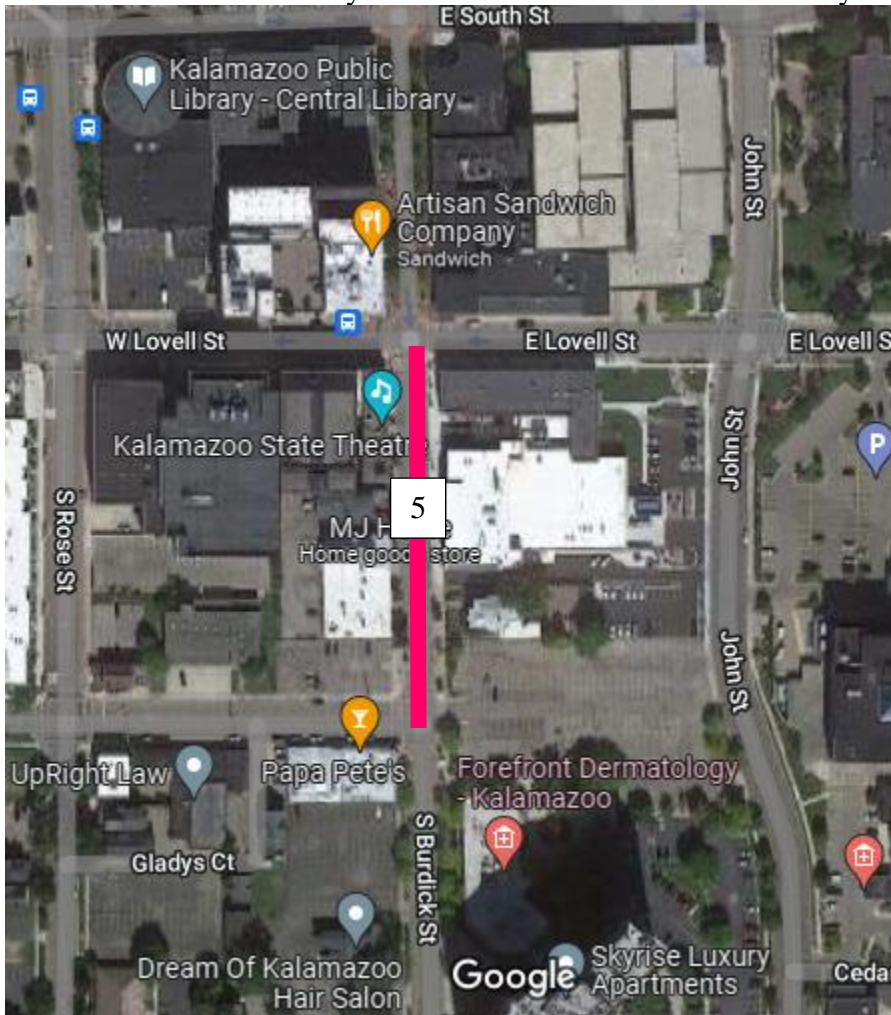
3.1.3. Rose Street Plaza at Arcadia Creek: redesign of plaza, connectivity of the creek trail, materials, landscaping, lighting. “Neon District” idea from Yard & Co. (see p. 31 of Appendix B)



3.1.4. Burdick Street/North Kalamazoo Mall: Redesign of the street to be more open to festivals, pop up events, and non-motorized traffic. Festival Street example: <https://www.cnu.org/publicsquare/2022/11/02/portrait-successful-flex-street>



3.1.5. Burdick Street between Lovell and Cedar Street. Apply the same principles as the festival street design from North Mall and the same design standards to create a street that can be easily closed off for events several times a year.



(South Mall)

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 the 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 that will perform the work. 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 may be submitted in 8.5”X11” or 11”X17”. 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 may include: plan framework, citizen participation, community outreach, facilitation, plan editing and drafting, data collection and analysis to support each element, graphics and diagrams, maps, public surveying, public meetings and any related items that are necessary in moving the project and 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.

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 to Perform Work (40 Points)
- 5.5 Project Work Plan/Schedule (20 Points)
- 5.6 Location of Performing Office (20 Points)
- 5.7 Price (Highest-scoring firm from technical evaluation within stated budget will be awarded contract)

6. REQUIREMENTS

- 6.1 Conduct Meetings
 - A. Project Initiation Meeting. Meet with City staff, Downtown Development Authority, Grants Manager/Budget Specialist, and any other local representatives (if applicable) to discuss local artist involvement, communication with businesses, and project framework. This meeting shall be held in Kalamazoo, Michigan, at the city offices or via videoconference, as determined appropriate by the City and DDA, as a kickoff before work begins.

- B. Community Engagement Meeting(s).
 - 1. Hold a meeting in the community at the beginning of the project to acquaint public officials and the general public with the project goals. The purpose will be to get direction feedback on desired public art, lighting, and design elements.
 - 2. Hold a meeting in the community at the end of the project to present the design results and answer questions on the project. City staff will conduct the meeting, consultant should be present to answer detailed questions. Next steps will be bidding on the design documents.
- C. Contract Closeout Meeting. Meet with City staff and Grants Manager/Budget Specialist to review Project Completion Report and discuss lessons learned during the project.
- D. Deliverables. Consultant will provide the City with design and engineering drawings ready for bidding for the following Downtown Placemaking projects:
 - 1. Exchange Alley – lighting and public art placement
 - 2. Farmers Alley – plaza redesign, lighting, and public art placement (2024)
 - 3. Rose Street Plaza at Arcadia Creek – plaza redesign, lighting, and public art placement (2024)
 - 4. Burdick Street/North Kalamazoo Mall – festival street redesign, lighting, and public art placement
 - 5. Burdick Street between Lovell and Cedar Street – festival street redesign and lighting.

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.** This Price Proposal shall only be opened by City personnel after formal evaluation and scoring of proposals received. The firm determined to be most qualified, based on evaluation committee scoring, and falling within the City’s stated budget shall be awarded the contract.

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.

- A. Funds are Community Development Block Grant (CDBG) available budget of \$300,000. Funding will be disbursed for Exchange Alley and Burdick Street projects in 2023 and plaza projects in 2024. All regulations regarding the use of federal funding will apply.
- B. 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 and within the available budget. 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 should 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)	December 29, 2022
Pre-Proposal Conference and Site Visit (If Necessary)	NA
Deadline for Written Questions	January 11, 2023
Response to Questions Posted Online (Addendum)	January 18, 2023
Proposals Due	January 25, 2023
Review and Scoring of Proposals	Week of January 30th
Interviews/Presentations (If Necessary)	Week of February 6th
Contract Award	Commission Meeting February 20, 2023
Notice to Proceed	March 6, 2023

16. QUESTIONS

Questions regarding the scope of work of this project may be addressed to Rebekah Kik, Assistant City Manager, 241 W. South Street, Kalamazoo, MI 49007 or (269) 337-8893 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@kalamazoo.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**

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:

- 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

STRATEGIC PLAN

(See page 31 for Neon District idea)

Downtown Placemaking

Proposal Reference #: 92500-004.0



STRATEGIC PLAN

DOWNTOWN DEVELOPMENT AUTHORITY / DOWNTOWN ECONOMIC GROWTH AUTHORITY

KALAMAZOO, MICHIGAN
19 SEPTEMBER 2022

YARD & COMPANY

PLAN OWNER

Downtown Development Authority
of the City of Kalamazoo

and

Downtown Economic Growth Authority
of the City of Kalamazoo

ADOPTED

September 2022

CONSULTANT TEAM

YARD & Company

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1 INTRODUCTION

1 INTRODUCTION

Downtown Kalamazoo has a long history of innovating around public space design, visitor attraction, experience development and much more. This didn't happen by accident. It happened through a series of smart, creative and at times risky decisions made by a variety of influencers and stakeholders. One of those key influencers historically has been the Downtown Development Authority / Downtown Economic Growth Authority (DDA/DEGA). The organization has been essential to the city and region's identity, growth, tourism and much more. In recent years, however, it has struggled to maintain Downtown's momentum. The COVID-19 pandemic, a seismic shift in retail viability and ever-changing consumer habits have contributed to this; as well as changes in leadership and partnerships. All this has created the need for a new strategic direction for the organization. In the pages ahead you will see a detailed strategy and new approach for DDA/DEGA. One that will modernize its approach to growing and managing Downtown Kalamazoo.



2 **APPROACH**

2 APPROACH

Great places can permanently change a city and region's trajectory. They attract visitors, new residents, small businesses, and can transform a region's economy. These places, though, do not get built by accident. They are powered by Operating Systems that can be largely invisible but nonetheless very organized, complex, and powerful. Downtown Kalamazoo has many of the physical and operational building blocks in place to dramatically change the story of its region, but it needs to update its Downtown Operating System. Ahead, you will find a roadmap for these updates with immediate opportunities for next steps and implementation.

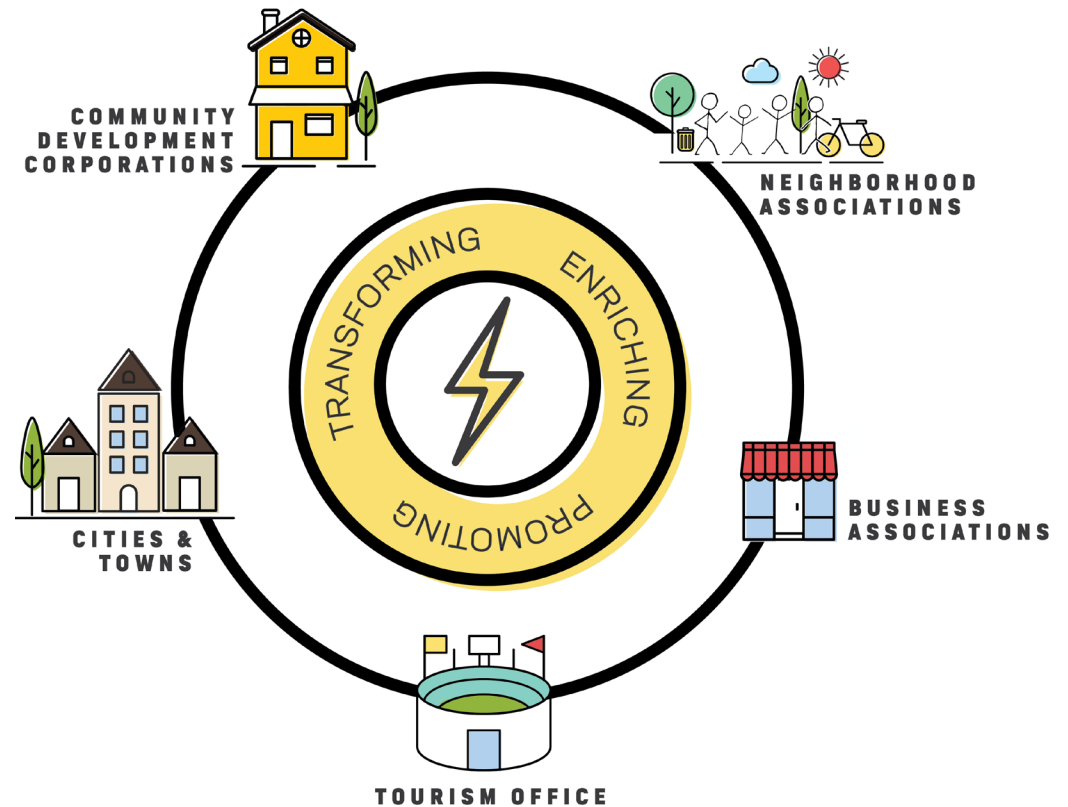


THE YARD & COMPANY APPROACH

Flexibility, while powerful, does not come easy for institutions. This is where an updated Operating System (OS) enters the equation. A smart OS makes it all work. Largely unseen and sometimes intentionally hidden, the internal workings of an efficient place are like a well-oiled machine. The makeup of a Board of Directors, smart bylaws, efficient decision-making processes, donor relationships, a precise vision/mission and clear governing structure may be boring to most but are critical to creating and sustaining the places people love.

Similar to a smartphone, a functional Community Operating System can be divided into two main categories, Software and Hardware. The first, Software, is everything that the user sees, feels and experiences when visiting a place. The mix, location and scheduling of events and programming, beautification initiatives, public art, signage, retailers (pop up and permanent) and much more are all part of the Software package.

The Hardware of a Community Operating System includes the physical design, development and rehabilitation of the buildings, streets, plazas and storefronts we know as part of our day-to-day lives. While less nimble than the Software of a place, Hardware strategies do need to be adjusted or sometimes replaced every few years.



3 DISCOVERY

3 DISCOVERY

Updating an Operating System starts with learning where the organization has been and where it wants to go. It requires an understanding of Downtown management, who the local players are, and what gaps in services exist. Finally, it demands the development of a clear path forward. Downtown Development Authority / Downtown Economic Growth Authority (DDA/DEGA) enlisted the expertise of YARD & Company to guide them through this process of self-evaluation and invited the input of area stakeholders and community members.



WALKING TOURS



INTERVIEWS



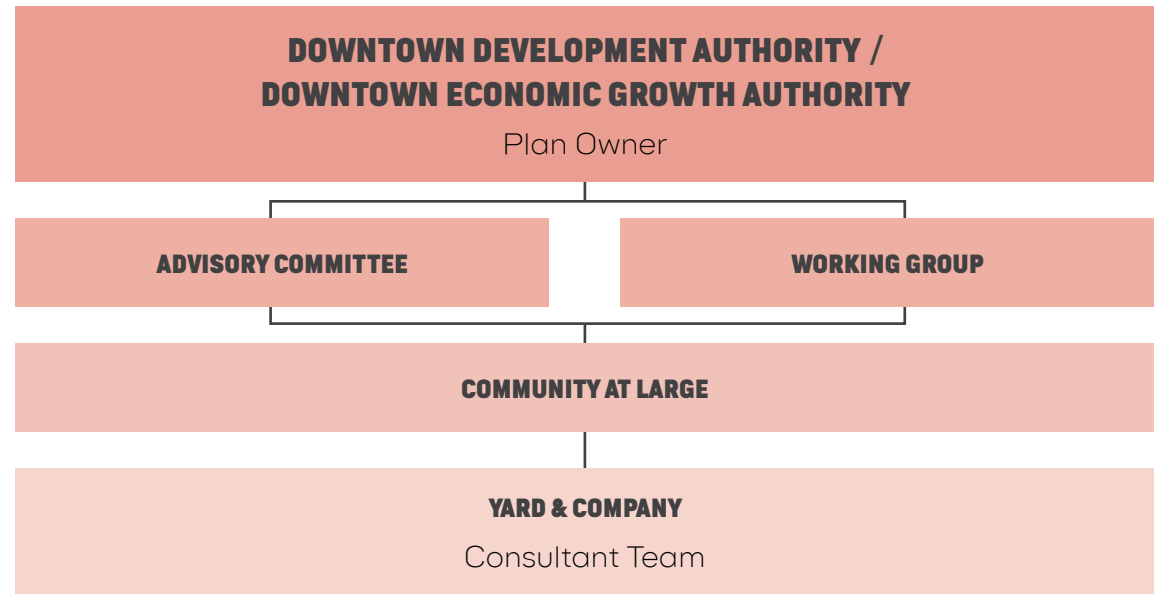
**DIGITAL SURVEY/
STAKEHOLDER ENGAGEMENT**



DOCUMENT REVIEW

LEADERSHIP STRUCTURE

The Discovery process included developing a project leadership structure. At the helm are plan owners, DDA/DEGA. An Advisory Committee made up of DDA/DEGA executive committee members and leadership from the City of Kalamazoo's Community Planning and Economic Development department liaison between the consultant team, YARD & Company, the Working Group (Downtown stakeholders), and the community at-large.



RESEARCH

The research process was iterative and included several meetings and presentations to the Advisory Committee and Working Group, discussions, interviews, a walking tour, and stakeholder survey.

A thorough review of documents was conducted.

Document Review:

1. DDA Bylaws
2. DEGA Bylaws
3. City of Kalamazoo 2025 Imagine Kalamazoo Master Plan
4. 2009 Downtown Kalamazoo Comprehensive Plan
5. 2018 Urban Growth Initiative for Greater Downtown Kalamazoo
6. 2021 Downtown Kalamazoo Parking Plan
7. 2022 Downtown Parking & Mobility Consultant RFP
8. 2022 Retail Market Analysis

KICKOFF MEETING - MARCH 16

Advisory Committee and YARD & Company convene to discuss project scope and timeline.

DATA COLLECTION - APRIL 1

Yard & Company interviews Advisory Committee for background and current challenges and opportunities.

OPERATIONS AUDIT ACTIVITY - APRIL 25

Collaborative activity with Advisory Committee and YARD & Company to uncover players and roles in the Downtown Operating Ecosystem.

WORKING GROUP MEETING - MAY 8

Interactive session led by Advisory Committee to understand the top needs and desires of Downtown stakeholders.

STAKEHOLDER SURVEY - JUNE 8

Digital survey distributed to better understand the public perception of DDA/DEGA's work.

DOWNTOWN WALKING TOUR - JUNE 22

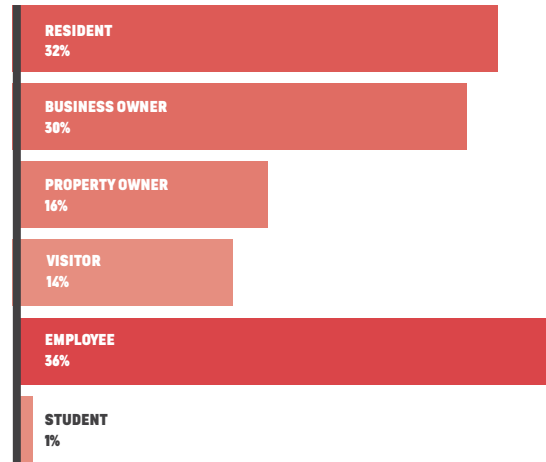
YARD & Company site visit; Guided tour of important sites with Advisory Committee members.

CONSULTANT FINDINGS - JUNE 23

STAKEHOLDER SURVEY

The results of the stakeholder survey show that creating an experience for Downtown users that is safe, active with programming, amplified by business activity, public art, and beautification, and easy to navigate is important.

RELATIONSHIP TO DOWNTOWN



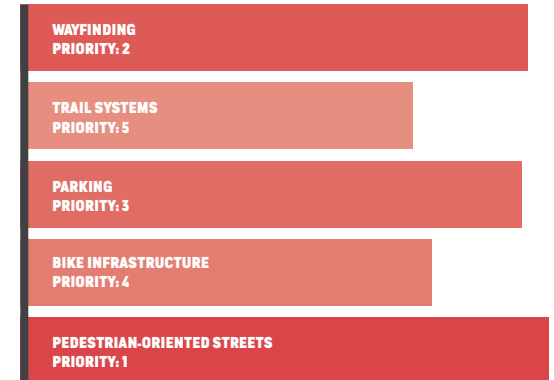
REAL ESTATE & ECONOMIC DEVELOPMENT



PLACEMAKING & PROMOTION



MOBILITY & STREETS



DOWNTOWN MANAGEMENT ECOSYSTEM

For most places, Downtown management is a complex ecosystem of different organizations working independently and in partnership with one another to meet the needs and desires of the community. To understand the intricacies of the Downtown Kalamazoo ecosystem, an Ecosystem Audit was performed. The audit examined the important aspects of Downtown management (Software and Hardware) and the organizations actively involved in the work.

KEY TAKEAWAYS

- » While there are a number of developers, institutions, corporations, and small businesses contributing to the redevelopment, growth, and vibrancy of Downtown, there are select few with certain authority and jurisdiction that are particularly important to Downtown management. They are governmental and quasi-governmental organizations: City of Kalamazoo, DDA/DEGA, Brownfield Redevelopment Authority (BRA), and Southwest Michigan First.
- » Of these organizations, the only entity specifically charged with Downtown prosperity is DDA/DEGA.
- » The City of Kalamazoo adopted the functions of the Kalamazoo Downtown Partnership (KDP) following its dissolution, creating latitude for DDA/DEGA to reconsider its role in Downtown management.

		LEVEL OF INVOLVEMENT				
		NONE	LOW	HIGH		
ASPECTS OF DOWNTOWN MANAGEMENT		DDA/DEGA	CITY OF KALAMAZOO	BROWNFIELD REDEVELOPMENT AUTHORITY	SOUTHWEST MICHIGAN FIRST	OTHER
SOFTWARE	Marketing, Promotion, & Tourism		✓		✓	✓
	Programming & Events	✓			✓	✓
	Business Tenancing (Recruitment & Retention)		✓	✓	✓	✓
	Business Support & Relations				✓	
	Resident Support & Relations		✓			
	Visitor Support & Relations		✓			✓
	Green & Clean (Ambassador Program)		✓			
	Wayfinding & District Identity		✓			
	Pop-up Programs and Activations	✓				
	Outdoor Dining Initiatives	✓				
	Public Art	✓				✓
	Social District		✓			
	Public Safety		✓			
	HARDWARE	Marketing, Promotion, & Tourism		✓		
Utilities			✓			
Streetlights			✓			
Streetscape (design, furniture, landscaping)			✓			
Public Space & Parks (expansion and maintenance)		✓	✓			
Public Restrooms			✓			
Real Estate Development			✓	✓	✓	✓
Parking Asset Management		✓	✓			
Regulations (zoning, land use, and design)			✓			
Building & Storefront (facades, preservation, signage)			✓			
Mobility & Access (complete streets, trails, transit)			✓			✓
Maintenance			✓			

FINDINGS

The Discovery process included a thorough evaluation of the internal and external issues affecting the organization. The most consequential findings are summarized below.

CHALLENGES

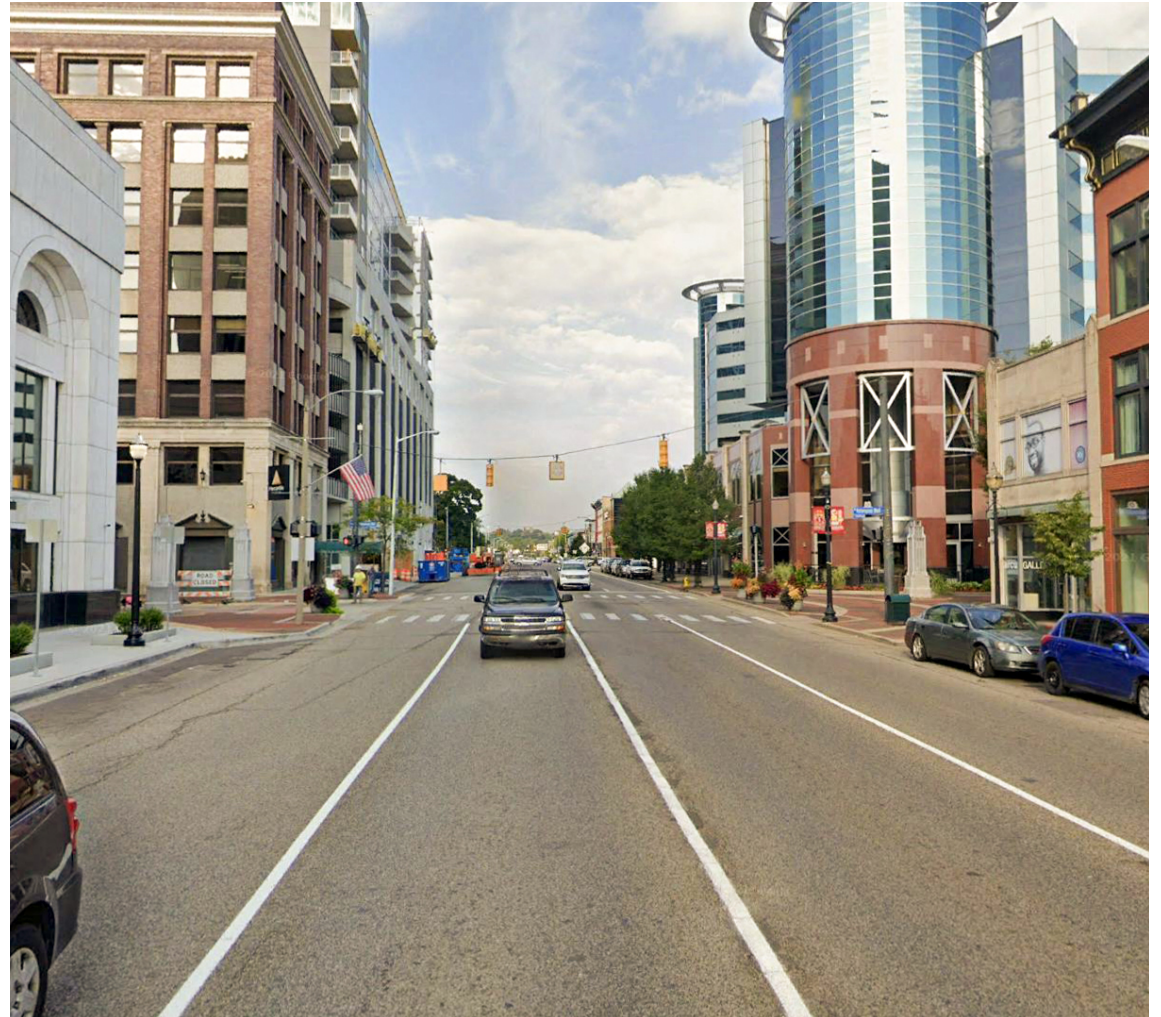
- » The funds produced annually by the DEGA TIF are not significant enough to support projects or operations. It is unclear if there is a path to solvency if certain redevelopment projects are pursued/ realized.
- » Complications and setbacks over the years have chipped away at the organization's impact, effectiveness, and reputation. Where there were gaps in service, other organizations in the Downtown Ecosystem stepped in and are now operating in that space, leaving DDA/DEGA uncertain what role it should play.
- » DDA/DEGA co-owns a number of highly disinvested properties that require significant renovation and costly ongoing maintenance. Future funding and revenue generating activities for/at the properties are uncertain. The co-ownership agreements are not well understood.
- » Perception of the role of DDA/DEGA among the public and key partners is either incorrect or unclear.



FINDINGS

OPPORTUNITIES

- » DDA/DEGA has an interested partner in the City of Kalamazoo who has expressed an ability and willingness to take on functions that DDA/DEGA no longer wants to execute.
- » Momentum is building in Downtown due to one-way street conversions and other urban design initiatives which are poised to create up to 52,000 square feet of new street-level retail space.
- » Urban, walkable living is increasingly popular positioning Downtown Kalamazoo for significant growth and investment over the next 10 years.



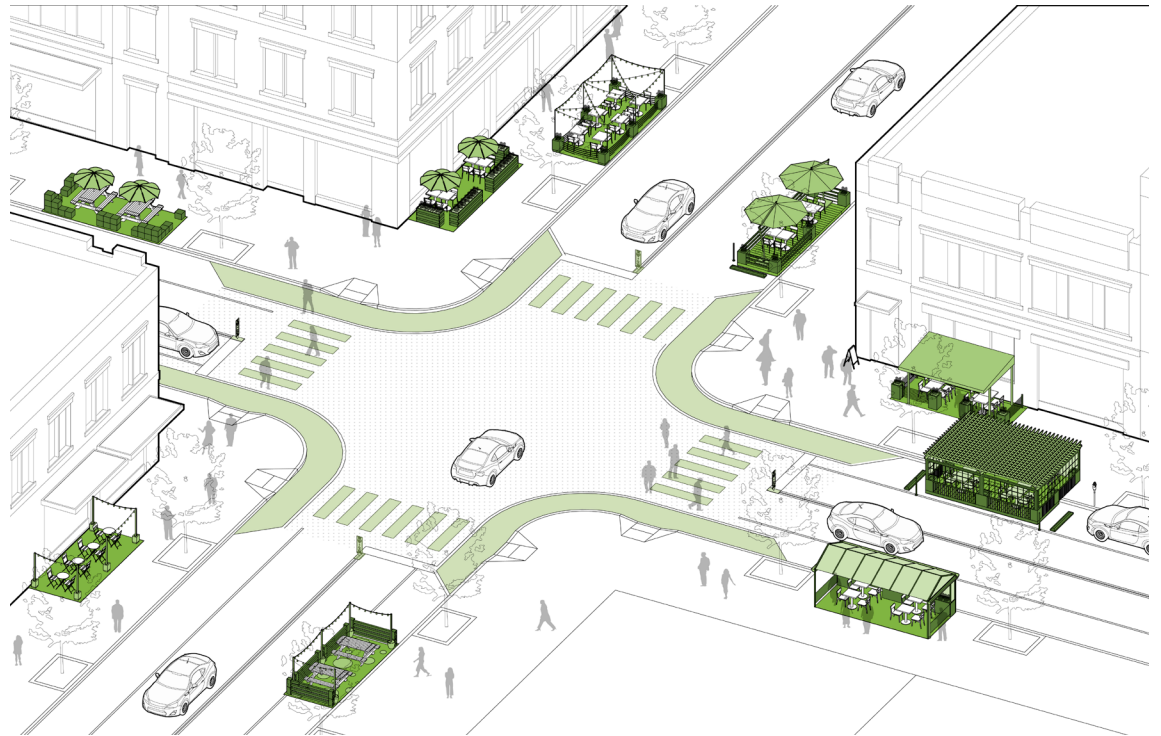
4 **RECOMMENDATIONS**

4 RECOMMENDATIONS

DDA/DEGA SHOULD OWN THE FIRST 16 FEET

The First 16 Feet is where the life of public spaces start and end. It is simultaneously the most important determinant of safe and active streetlife and the most overlooked. The First 16 Feet is a three-dimensional volume of space that includes both the built structures and the human-scaled use of:

1. The **ground floor facade** of a structure and, to the extent that they exist, physical features or spaces immediately beneath, within or above it;
2. The **frontage** space that exists between the ground floor facade and the common space or right-of-way the building abuts; and
3. The **common space** that provides access to and through a district as well as areas to spend time.



WHY THE FIRST 16 FEET

A renewed focus on the First 16 Feet has the following benefits:

1. It brings together as one mutual consideration what gets built and how it will be used and managed
2. It promotes greater flexibility and innovation in design, tenancy, use, and building form by focusing most on proven elements of scale, typology and relationship
3. It can simplify the administrative burden of approving zoning, encroachments, special use permits, event permits, and other bureaucratic functions
4. It reduces reliance on a limited pool of retailers as the primary activator of retail districts
5. It economizes the resources necessary to effectively activate Downtown's public realm by focusing on the physical area that requires active management
6. It ensures a unified but not uniform set of experiences that are a tangible reflection of the district's brand and values



LEAD VS. SUPPORT

DDA/DEGA's closest ally and partner in the First 16 Feet work will be the City of Kalamazoo. To ensure a productive working relationship, both organizations have agreed to the division of responsibilities and the respective roles, lead versus support, for the Software and Hardware of Downtown management.

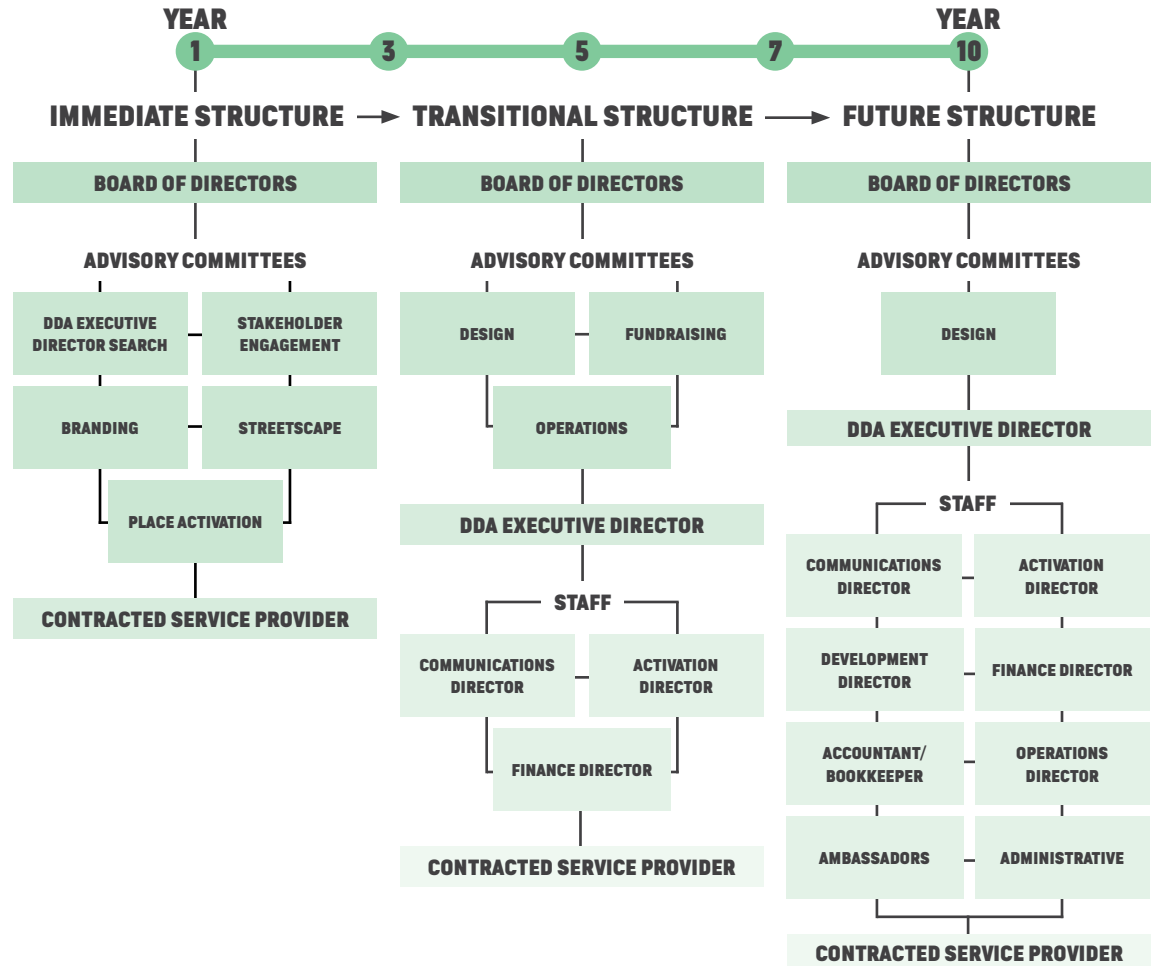
ASPECTS OF FIRST 16 FEET		PREVIOUSLY		NOW		FUTURE	
		DDA/DEGA	CITY OF KALAMAZOO	DDA/DEGA	CITY OF KALAMAZOO	DDA/DEGA	CITY OF KALAMAZOO
SOFTWARE	Marketing, Promotion, & Tourism	Lead	Support	Support	Lead	Lead	Support
	Programming & Events	Lead	Support	Support	Lead	Lead	Support
	Business Tenanting (Recruitment & Retention)	Lead	Support	Support	Lead	Support	Lead
	Business Support & Relations	Lead	Support	Support	Lead	Support	Lead
	Resident Support & Relations	Lead	Support	Support	Lead	Support	Lead
	Visitor Support & Relations	Lead	Support	Support	Lead	Support	Lead
	Green & Clean (Ambassador Program)	Lead	Support	Support	Lead	Lead	Support
	Wayfinding & District Identity	Lead	Support	Support	Lead	Lead	Support
	Pop-up Programs and Activations	Lead	Support	Support	Lead	Lead	Support
	Outdoor Dining Initiatives	Lead	Support	Support	Lead	Lead	Support
	Public Art	Support	Lead	Support	Lead	Support	Lead
	Social District	Lead	Support	Support	Lead	Support	Lead
	Public Safety	Support	Lead	Support	Lead	Support	Lead
	HARDWARE	Infrastructure (roads, sidewalks, curbs, drainage)	Support	Lead	Support	Lead	Support
Utilities		Support	Lead	Support	Lead	Support	Lead
Streetlights		Support	Lead	Support	Lead	Support	Lead
Streetscape (design, furniture, landscaping)		Support	Lead	Support	Lead	Support	Lead
Public Space & Parks (expansion and maintenance)		Support	Lead	Support	Lead	Support	Lead
Public Restrooms		Support	Lead	Support	Lead	Support	Lead
Real Estate Development		Support	Lead	Support	Lead	Support	Lead
Parking Asset Management		Lead	Support	Support	Lead	Lead	Support
Regulations (zoning, land use, and design)		Support	Lead	Support	Lead	Support	Lead
Building & Storefront (facades, preservation, signage)		Support	Lead	Support	Lead	Lead	Support
Mobility & Access (complete streets, trails, transit)		Support	Lead	Support	Lead	Support	Lead
Maintenance		Support	Lead	Support	Lead	Support	Lead

LEADERSHIP & STAFFING

State statute mandates the DDA/DEGA be governed by a Board of Directors and allows the organization to be lead, steered, and supported by:

1. Advisory Committees
2. Executive Director and Staff
3. Contracted Service Providers

In the near term DDA/DEGA will need to prioritize hiring and on-boarding an Executive Director, whose main goals will be to raise funds, build relationships, and connect strategies to organizational objectives. The Executive Director and Board will spend 3 to 5 years stabilizing the organization, becoming financially sustainable, and growing its deliverables. It will do this by leveraging the capacity and talent of professionals serving on ad hoc Advisory Committees. As DDA/DEGA gains organizational, operational, and financial stability it will bring key functions in-house and build out a full team.



ORGANIZATIONAL IDENTITY

DDA/DEGA's new strategic focus should be emphasized with a new brand identity. The new brand should move away from the "D's" and towards an identity that is action-oriented, engaging, and flexible.

DO...

Use action verbs like "revitalize" "elevate" .



DON'T...

Use words that call back to old organizations "partnerships" "district" "development"



5 ORGANIZATION WORK PLAN

4 ORGANIZATION WORK PLAN

EVERYDAY THE ORGANIZATION WAKES UP AND...

1. Knows what the future aspirations are and has a plan to get there
2. Has a seat at the table to shape Downtown growth and reinvestment
3. Strategically and proactively drives demand and spurs investment through advocacy, activations, and placemaking

IN 10 YEARS, THE ORGANIZATION...

1. Is financially stable and sustainable
2. Has a fully built-out in-house team
3. Has clear direction and purpose and delivers its mission/work exceptionally well
4. Is considered a benchmark organization across the State and is well understood and supported by the community at-large

VISION

DOWNTOWN KALAMAZOO IS THE MOST WALKABLE SMALL DOWNTOWN IN THE COUNTRY

MISSION

DDA/DEGA INSPIRES GROWTH AND REINVESTMENT IN DOWNTOWN KALAMAZOO BY ACTIVATING THE FIRST 16 FEET

ORGANIZATION WORK PLAN



SOFTWARE & HARDWARE

KNOW FUTURE ASPIRATIONS AND HAVE A PLAN TO GET THERE

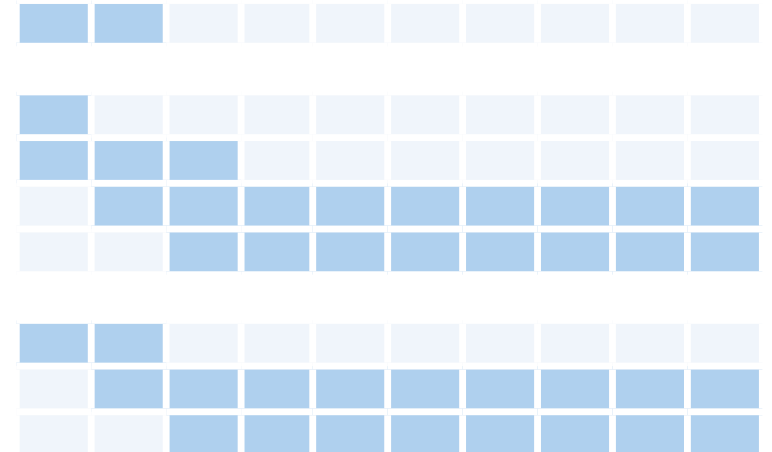
- » Participate in Imagine 2025 update

HAVE SEAT AT THE TABLE TO SHAPE GROWTH AND REINVESTMENT

- » Negotiate this position of authority and jurisdiction with the City of Kalamazoo
- » Participate as a key partner in the implementation of the Strategic Blueprint and Action Plan for Downtown Parking, Streets For All, and the Downtown Lighting Initiative
- » Participate as a key partner in shaping street-level retail activity (increase predicted per Gibbs Retail Study)
- » Implement recommendations in the Downtown Master Plan

DRIVE DEMAND AND SPUR INVESTMENT THROUGH ADVOCACY, ACTIVATIONS, AND PLACEMAKING

- » Implement the First 16 Feet Activation Strategy included in this Plan
- » Implement First 16 Feet strategies where new street-level retail activity takes place
- » Implement recommendations in the Downtown Master Plan



OPERATING SYSTEM

BECOME FINANCIALLY STABLE AND SUSTAINABLE

- » Hire Executive Director and task with fundraising
- » Identify and secure new sources of revenue (BID, grants, donations, etc.)
- » Gain an understanding of the development potential of co-owned properties and properties not contributing to DEGA TIF (make a deliverable of the Downtown Master Plan)
- » Implement recommendations for co-owned and non-contributing properties in the Downtown Master Plan
- » Assist in realizing parking revenue potential by being a key partner in the implementation of the Strategic Blueprint and Action Plan for Downtown Parking

HAVE A FULLY BUILT-OUT IN HOUSE TEAM

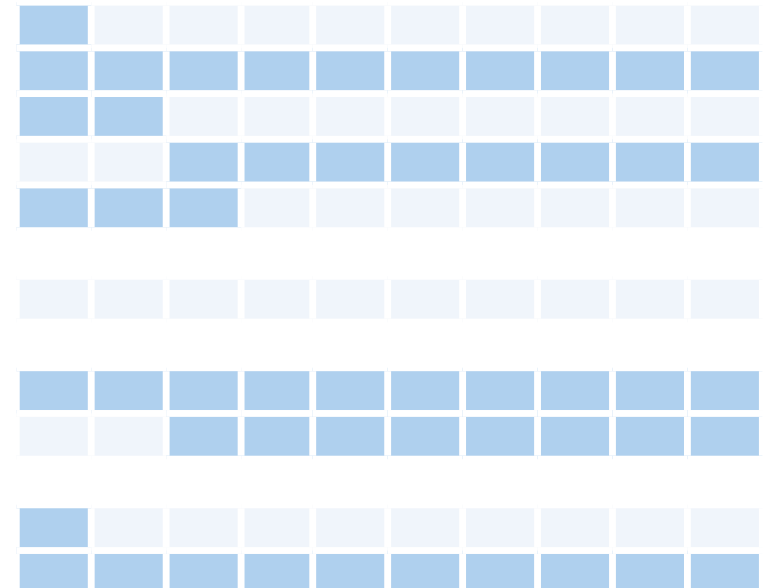
- » Strive to meet the Leadership & Staffing recommendations on page 18 of this Plan

HAVE CLEAR DIRECTION AND PURPOSE AND DELIVER THE MISSION/WORK EXCEPTIONALLY WELL

- » Own the First 16 Feet
- » Implement recommendations in the Downtown Master Plan

BE A BENCHMARK ORGANIZATION THAT IS WELL-UNDERSTOOD AND SUPPORTED BY THE COMMUNITY AT-LARGE

- » Rebrand the organization
- » Invest in consistent, timely, relevant, and visually appealing communications with Downtown stakeholders



MILESTONES



YEAR 1 MILESTONES

1. Executive Director hired as contractor
2. Organization actively participated in Parking and Mobility Plan, Streets For All, and Downtown Lighting Initiative
3. Funds delegated to Alley Activation
4. One activation completed



YEAR 2-3 MILESTONES

1. Executive Director transitioned to staff
2. Organization actively participated in Parking and Mobility Plan, Streets For All, and Downtown Lighting Initiative
3. New sources of revenue secured (BID, grants, donations)
4. Items implemented from Downtown Master Plan



YEAR 4-7 MILESTONES

1. Additional staff hired
2. New revenue sources funded annual work plan
3. Services expanded
4. Items implemented from Downtown Master Plan



YEAR 8-10 MILESTONES

1. Fully staffed
2. Organization's operating funds sustained; funds collected for projects
3. Services expanded
4. Downtown Master Plan implemented

6 FIRST 16 FEET ACTIVATION STRATEGY

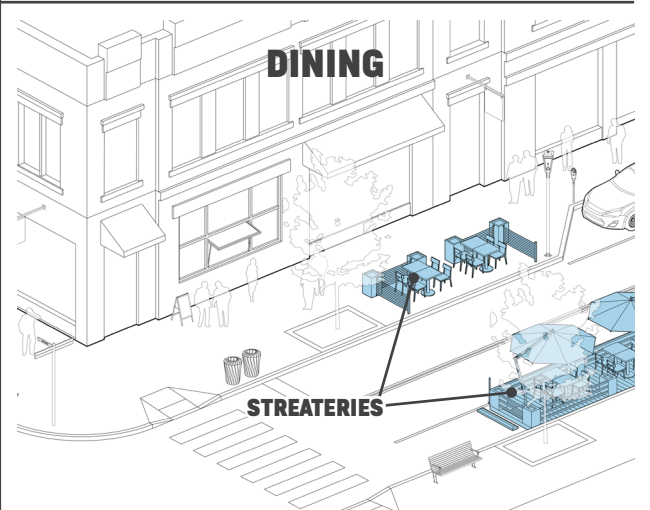
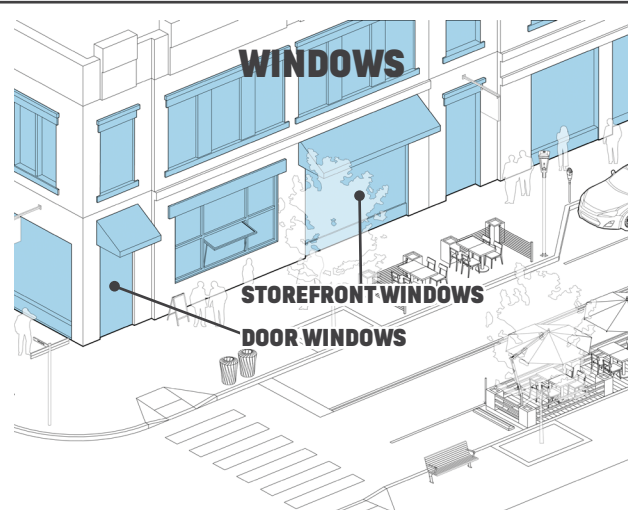
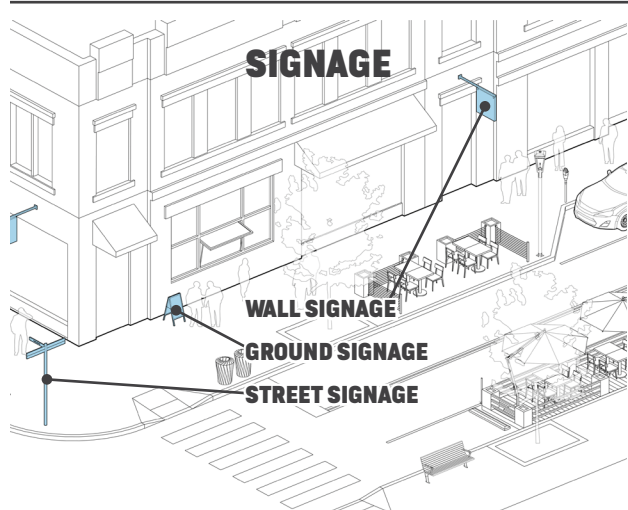
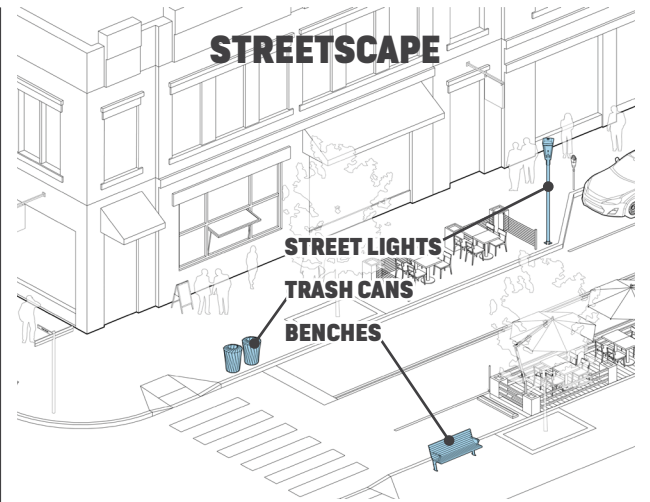
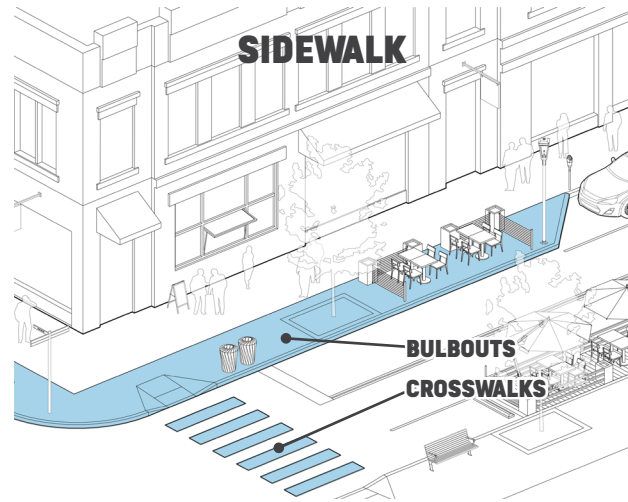
4 FIRST 16 FEET ACTIVATION STRATEGY

People experience a place at the human-scale. As demonstrated in the graphic shown on the right, the human-scale can be measured by the area in the three-dimensional First 16 Feet. It includes the walking, biking, driving and parking experience; the experience on sidewalks, in street crossings, and at storefronts. It also includes sidewalk furniture, areas for dining and resting, signage, landscaping, and public art.

DDA/DEGA will spur and shape reinvestment in Downtown Kalamazoo by activating the First 16 Feet.



THE FIRST 16 FEET



APPLICATION

CENTERS OF GRAVITY

Where should DDA/DEGA invest its resources and energy activating the First 16 Feet? The answer is: DDA/DEGA should invest in areas where reinvestment is needed and possible. There are places Downtown that, today, attract people and investment. These places are called 'Centers of Gravity'. What lies in the space between Centers of Gravity are opportunities for activation and connectivity, which can drive demand and spur investment. The perfect opportunity for engaging the First 16 Feet.

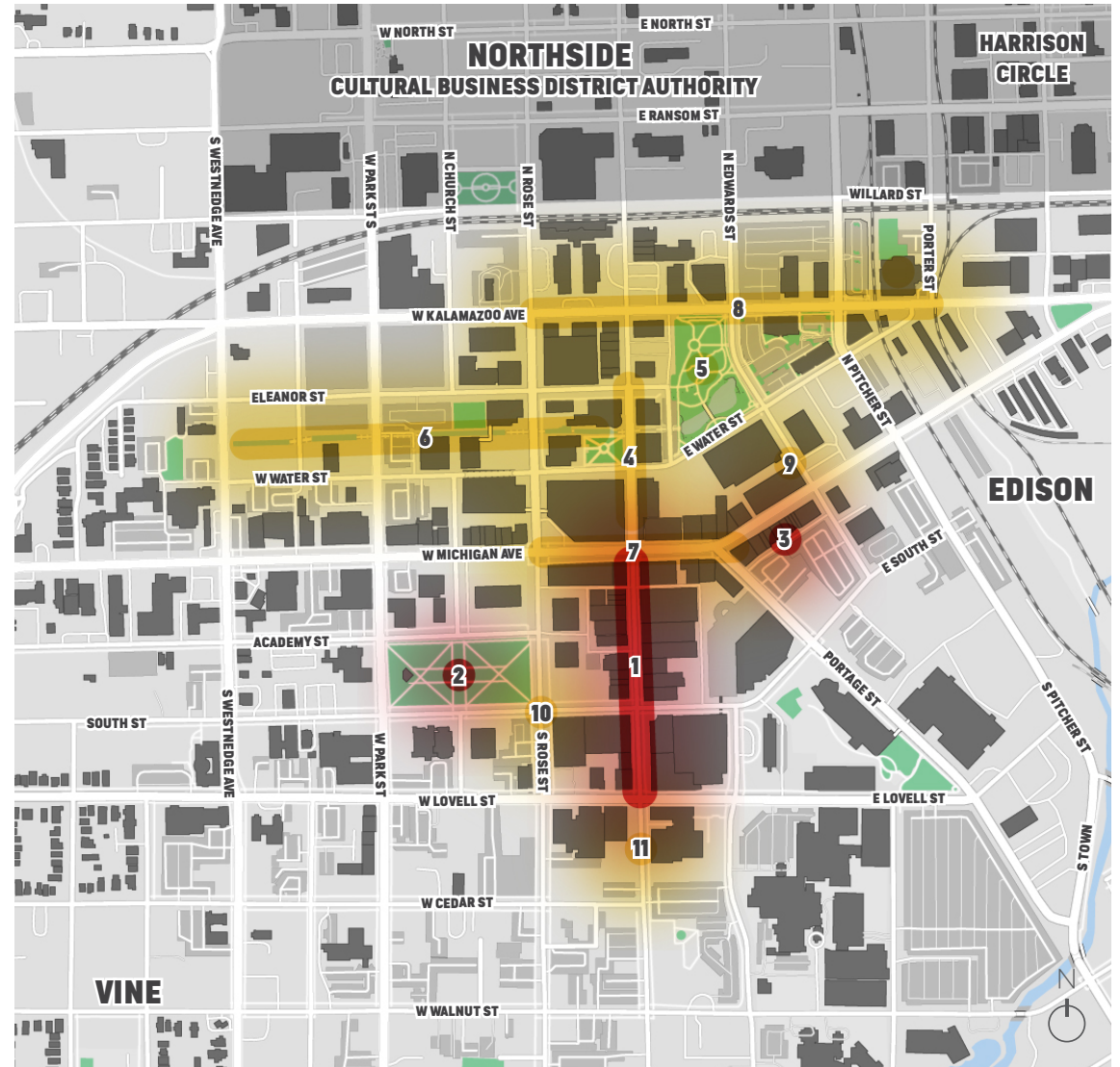
Existing Centers of Gravity:

1. Kalamazoo Mall
2. Bronson Park
3. Bates Alley

Desired Centers of Gravity

4. North Mall
5. Arcadia Festival Site
6. Arcadia Creek
7. Michigan Avenue
8. Kalamazoo Avenue
9. Haymarket District
10. South and Rose Streets
11. Burdick Festival Site

Strategic investment of resources and energy into targeted areas through activations will generate excitement, attract investment, and improve the overall experience in Downtown Kalamazoo.



TACTIC 1

MAKE CONNECTIONS

The first tactic to activate the First 16 Feet is to make connections. Downtown Kalamazoo has already invested in pedestrian-only alley conversions that are used for programming, outdoor dining, and as urban trails. The alleys are adorned with murals, landscaping, light stringers and restrict vehicles with bollards and planters - making them not only safe, but a joy to use. An opportunity exists to strategically apply similar treatments to more sidewalks and alleys to create a Downtown loop. This loop could connect a number of Downtown destinations.

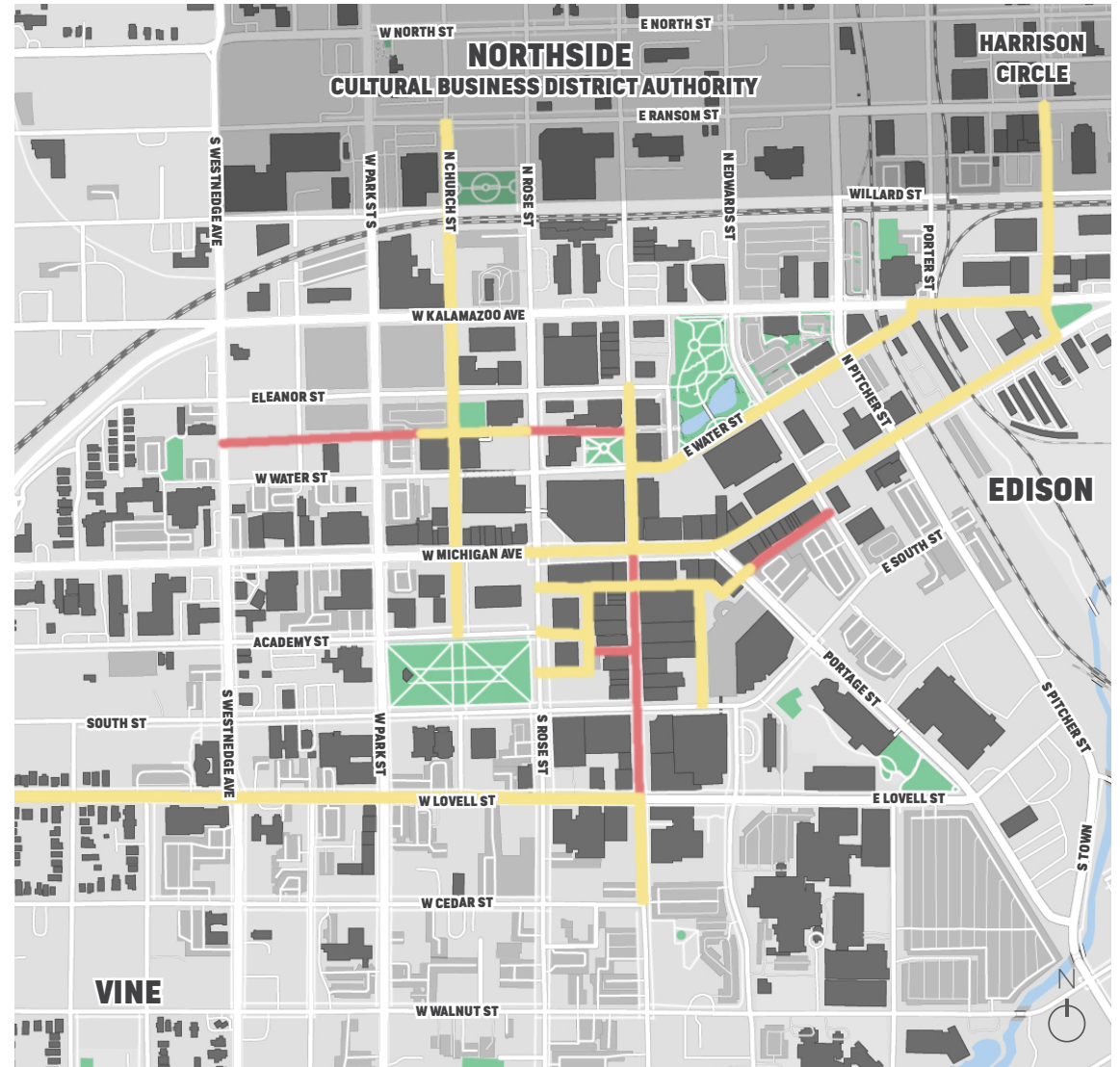
ESTIMATED COST

\$300,000 secured; \$900,000 pending

As of the adoption of this plan, \$300,000 was secured for planning, design, and engineering for:

1. State on the Street festival street, Burdick between Lovell and Cedar
2. Exchange Alley and Farmer's Alley plaza to tie into Bates Alley
3. Exchange Alley from Mall to Rose Street to tie into DeVisser Alley and the plaza behind Comerica building
4. Arcadia Creek pathway from Arcadia Festival site to Westnedge including the plaza at Rose Street

Upwards of \$900,000 for construction was pending from Irving S. Gilmore Foundation, Foundation for Excellence, and AARP.

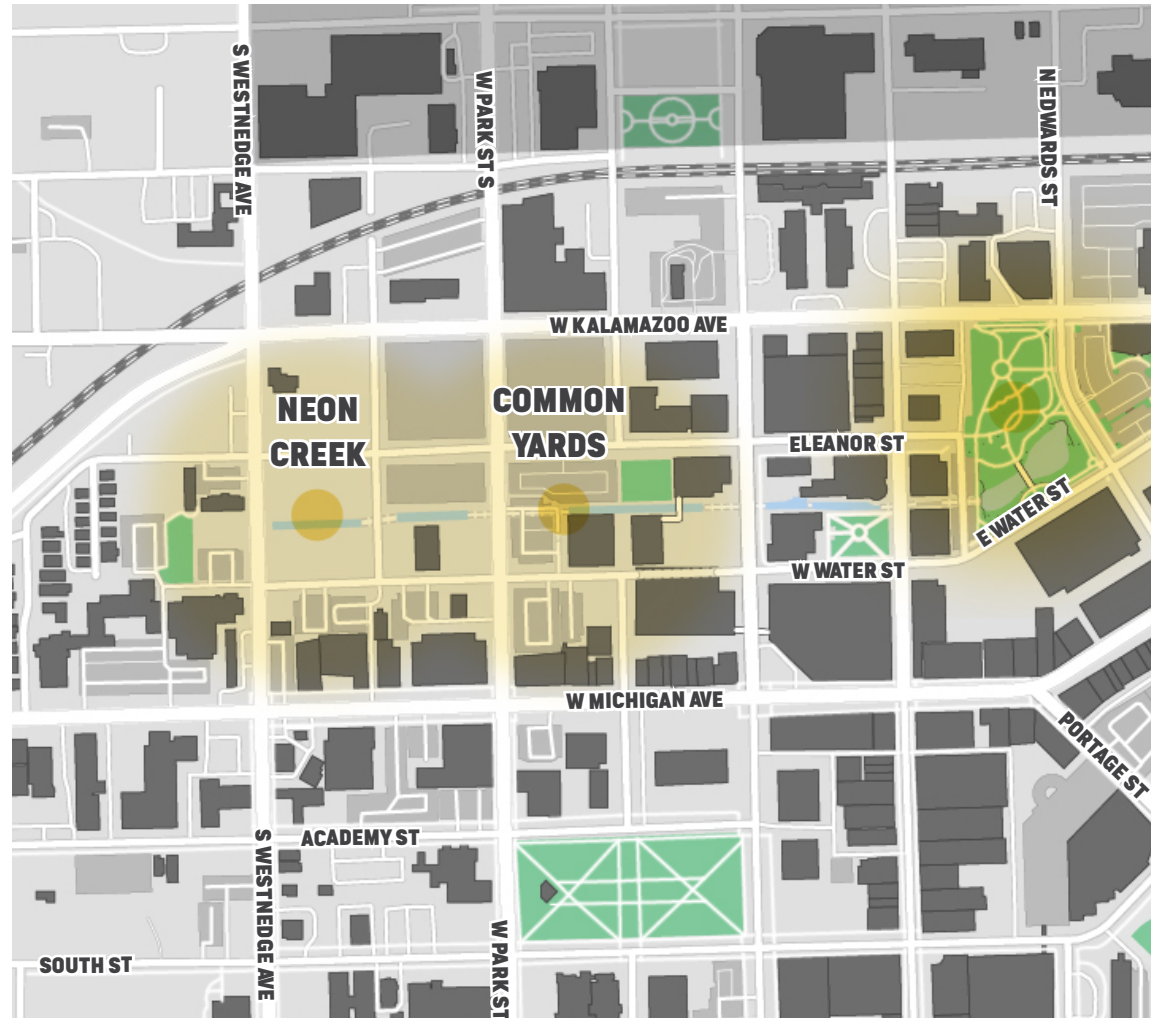


EXISTING DESIRED

TACTIC 2

CREATE ROOMS ALONG THE WATERWAY

If designed well, the First 16 Feet of a place can touch all the senses and create 'outdoor rooms' that visitors don't just want to pass through, but instead spend time in. These rooms have edges, both vertically and horizontally, that can create powerful experiences and memories where people can feel connected and comfortable. Creating these rooms throughout Downtown can keep visitors in the area longer and make them want to come back more often. They often provide unique experiences that cannot be found anywhere else as they are designed to the unique spaces that create them and programmed for the unique audiences that visit them. They can also make long connections feel shorter and through that they have the potential to open up new growth opportunities in parts of Downtown that many have long ignored.



TACTIC 2 CREATE ROOMS ALONG THE WATERWAY

COMMON YARDS

Along Arcadia Creek, between N. Park and Rose Streets, several developments are in the works. The new Justice Center is under construction, two new hotels are being built, and real estate that has typically been passive is being redeveloped into apartments and restaurants. Build on this energy by pulling people out of their rooms and into the public realm. With several grassy lots that open to the trail and waterway, there is ample space for fun, traditional programming and opportunities to embrace the water.

ESTIMATED COST

\$5,000 - \$10,000



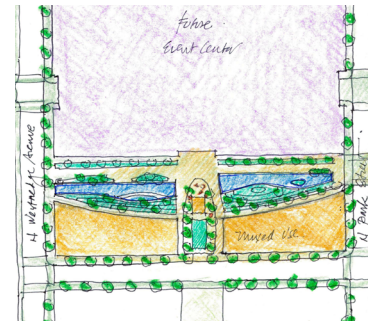
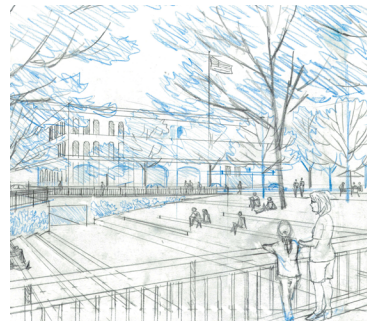
TACTIC 2 CREATE ROOMS ALONG THE WATERWAY

NEON CREEK

Where Arcadia Creek goes underground at N. Westnedge Avenue, there are plans for mixed-use developments and an arena. While that development is a ways away, there is still an opportunity to build momentum and develop a customer base, by activating the existing area with programming not already offered Downtown. For this activation, focus on attracting a young artist community. Neon paint and lighting, edgy art programming that embraces the water, nighttime events, and unique food and music brings the energy of Downtown to the far west.

ESTIMATED COST

\$15,000 - \$20,000



TACTIC 3 LEAVE BREADCRUMBS

Interesting and engaging signage, public art, lighting, etc. should be placed along connections in the line of sight between destinations to entice visitors to continue making their way around and through Downtown. This tactic is part utilitarian as it serves as practical wayfinding. Its other purpose touches again on creating an experience within the First 16 Feet. By leaving breadcrumbs, the journey to and between destinations becomes an experience in and of itself.

ESTIMATED COST

\$5,000 - \$10,000



7 12-MONTH IMPLEMENTATION MATRIX

12-MONTH IMPLEMENTATION MATRIX

		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
TEAM	JOB TO BE DONE	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12
BOARD OF DIRECTORS	ADMINISTRATION	Fill board and officer vacancies	Develop annual budget		Submit annual budget by December 1	Hold Annual Meeting Send monthly report to stakeholders re: work of the DDA/DEGA	Write and Post RFP for Downtown Master Plan	Collect and Evaluate Responses	Conduct Interviews	Hire Master Plan Consultant			
EXECUTIVE DIRECTOR SELECTION COMMITTEE	HIRE EXECUTIVE DIRECTOR	Form the committee	Write and post job description OR Work with a recruiter	Collect resumes	Conduct interviews OR Recruiter conducts interviews, narrows to final 4-5		Final interviews Hire Executive Director						
STAKEHOLDER ENGAGEMENT COMMITTEE	COMMUNITY BUILDING	Form the committee	Work to mend and build relationships with Downtown stakeholders, raise awareness of the new strategic direction, and get buy-in and support.										
BRANDING COMMITTEE	NEW BRAND		Develop RFP for Contractor(s) Branding [one-time: logo, tagline, website, social revamps, letterhead, etc.]	Use RFP responses to build project schedule and budgets	Work with Board to allocate funds	Hire contractors	Participate in rebranding process			Send final brand to Board for adoption			

12-MONTH IMPLEMENTATION MATRIX

		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
TEAM	JOB TO BE DONE	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12
STREETSCAPE COMMITTEE	ADMINISTRATION	Form the committee	Work with City of Kalamazoo to ensure committee has a seat at the table										
	OWN THE FIRST 16 FEET			Provide professional and hyper-local expertise regarding how redevelopment and reinvestment projects can best contribute to the First 16 Feet experience and the overall goals for the future of Downtown Kalamazoo									

12-MONTH IMPLEMENTATION MATRIX

		SEPT	OCT	NOV	DEC	JAN	FEB	MAR	APR	MAY	JUN	JUL	AUG
TEAM	JOB TO BE DONE	MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5	MONTH 6	MONTH 7	MONTH 8	MONTH 9	MONTH 10	MONTH 11	MONTH 12
PLACE ACTIVATION COMMITTEE	ADMINISTRATION Form the committee		Determine whether existing funds will be spent on alley activations, pop-ups, and parklets as planned or spent on YARD's activations.										
	CONNECTIONS Improve connectivity, pedestrian safety, and Downtown experience by repurposing alleys as pedestrian corridors.	Support the City of Kalamazoo as necessary with project planning, design, and engineering				Work with City of Kalamazoo to secure funding for project construction							
	COMMON YARDS DISTRICT Build on existing energy by activating the waterway and public realm with traditional programming.	Get Buy-in from: Stakeholders Property owners Business owners City of Kalamazoo	Develop RFP for Contractor(s) Public space design Event management Marketing and branding	Use RFP responses to build project schedule and budgets	Work with Board to allocate funds	Hire contractors Begin the buildout process	Supervise buildout process	Hold community cleanup and buildout event	Launch site with grand opening event	Contractor continues to host events	Evaluate sites and events, adjust as needed		
	NEON CREEK Build momentum and attract a young, artistic customer base by activating the far west with programming.	Get Buy-in from: Stakeholders Property owners Business owners City of Kalamazoo	Develop RFP for Contractor(s) Public space design Event management Marketing and branding	Use RFP responses to build project schedule and budgets	Work with Board to allocate funds	Hire contractors Begin the buildout process	Supervise buildout process	Hold community cleanup and buildout event	Launch site with grand opening event	Contractor continues to host events	Evaluate sites and events, adjust as needed		
	BREADCRUMBS Install signage, public art, lighting, etc. to entice visitors to walk around and through Downtown.		Develop RFP for Contractor(s) Signage and wayfinding Artists and fabricators Lighting specialists Marketing and branding	Use RFP responses to build project schedule and budgets	Work with Board to allocate funds	Hire contractors Begin the buildout process	Supervise buildout process	Hold community cleanup and buildout event	Launch site with grand opening event	Contractor continues to host events	Evaluate sites and events, adjust as needed		

7 APPENDIX

BYLAWS QUICK REFERENCE GUIDE

	DDA	DEGA
TEAM	DDA BY STATE STATUTE	DEGA BY STATE STATUTE
BOARD OF DIRECTORS	<ul style="list-style-type: none"> » 9 persons (Mayor + 8) » 4-year term » May continue to hold office until successor appointed » 5 must have interest in property » 1 must be a resident » Mayor appoints » Must take oath of office » No compensation » Removal by majority vote of City Commission 	
OFFICERS	<ul style="list-style-type: none"> » Chairperson - presides over meetings, duties as assigned by Board » Vice-Chairperson - presides over meetings in Chairperson's absence, duties as assigned by Board » Secretary-Treasurer - maintain custody of official seal and of records, attend Board meeting and keep record of proceedings, keep financial records, approve all vouchers for the expenditures of funds, sign all checks, furnish bonds, other duties as assigned by Board » Elected at annual meeting » 1-year term » Removal by Board 	<ul style="list-style-type: none"> » Officers may hold office until a successor » Can hold successive terms » Secretary and Treasurer can be two roles
EXECUTIVE DIRECTOR	<ul style="list-style-type: none"> » Board may employ and fix compensation » Must be approved by City Commission » Cannot be a Board Member » Must take oath of office » Supervise and be responsible for the preparation of plans and performance of the functions of the organization » Attend Board meetings » Render regular report of activities and financial condition of Authority to Board and City Commission » Furnish bonds 	
MISCELLANEOUS PERSONNEL	<ul style="list-style-type: none"> » Board may retain legal counsel and other personnel, » And contract with City of Kalamazoo for all administrative, planning, and legal services 	

BYLAWS QUICK REFERENCE GUIDE

	DDA	DEGA
TEAM	DDA BY STATE STATUTE	DEGA BY STATE STATUTE
MEETINGS	<ul style="list-style-type: none"> » Annual Meeting - January of each year, election of officers » Regular Meetings - Held at a time and place set by Board » Special Meetings - Called by Chairman, Executive Director, Mayor, or any two members of the Board » Notice - All meetings preceded by public notice posted 18 hours prior to meeting » Agenda - Executive Director prepares agendas for all meetings and sends to Board 24 hours in advance, Board may request items placed on agenda » Open Meetings - All regular and special meetings are open to the public 	<ul style="list-style-type: none"> » Annual Meeting - March of each year
QUORUM & VOTING	<ul style="list-style-type: none"> » 5 members of the Board is a quorum for transaction of business » Majority vote of Board present at a meeting constitutes an action of the board (unless otherwise noted in statute) 	
RULES OF ORDER	<ul style="list-style-type: none"> » Robert's Rules of Order govern the conduct of all meetings 	<ul style="list-style-type: none"> » Robert's Rules of Order, Newly Revised govern the conduct of all meetings
BOOKS & RECORDS	<ul style="list-style-type: none"> » Authority shall keep correct and complete books and records of accounts, board and committee rosters, and minutes of proceedings. » All books and records are open to the public at all times 	
FISCAL YEAR	<ul style="list-style-type: none"> » January 1 - December 31 	

BYLAWS QUICK REFERENCE GUIDE

	DDA	DEGA
TEAM	DDA BY STATE STATUTE	DEGA BY STATE STATUTE
BUDGETS & AUDITS	<ul style="list-style-type: none"> » Board annually prepares budget that it submits to the Commission on same date that proposed budgets for the City. Budget must be approved by Commission before adopted by Board. Board may temporarily adopt a budget in connection with ordinance authorizing revenue bonds. » Authority shall submit financial reports to the Commission at the same time and on the same basis as departments of the City. » The Authority shall be audited annually by the same independent auditors auditing the City. Copies of the audit are filed with the Commission. 	
COMMITTEES	<ul style="list-style-type: none"> » The Board, by resolution adopted by a majority of members present at any meeting may designate and appoint committees to advise the board » Members of the committees shall be members of the Authority » The Chairperson appoints members » One member of the committee shall be appointed Chairperson by the Board Chairperson » 1-year term, ending at annual meeting » Majority vote is quorum 	<ul style="list-style-type: none"> » There shall be fewer than 5 board member on such committees, non-members may also serve on committees » Chairperson appoints members and selects the committee chairperson » Committees shall only be capable of making recommendations to the full board concerning its exercise of authority » Committees shall not act so as to deprive the full Board of the opportunity to consider a matter nor act to affect public policy

THE YARD IS MEMORABLE

THE YARD IS WHERE THINGS HAPPEN

THE YARD BRINGS PEOPLE TOGETHER

THE YARD GROWS AND CHANGES

THE YARD IS A MEASURING STICK

THE YARD IS HUMAN PACED

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APPENDIX C

***GENERAL CONDITIONS FOR NON-
CONSTRUCTION CONTRACTS
U.S. DEPARTMENT OF HOUSING AND
URBAN DEVELOPMENT
COMMUNITY DEVELOPMENT BLOCK
GRANT***

Downtown Placemaking

Proposal Reference #: 92500-004.0



**General Conditions for Non-Construction Contracts
U.S. Department of Housing and Urban Development
Community Development Block Grant**

1. Examination and Retention of Contractor's Records

- (a) The City, HUD, or Comptroller General of the United States, or any of their duly authorized representatives shall, until 3 years after final payment under this contract, have access to and the right to examine any of the Contractor's directly pertinent books, documents, papers, or other records involving transactions related to this contract for the purpose of making audit, examination, excerpts, and transcriptions.
- (b) The Contractor agrees to include in first-tier subcontracts under this contract a clause substantially the same as paragraph (a) above. "Subcontract," as used in this clause, excludes purchase orders not exceeding \$10,000.
- (c) The periods of access and examination in paragraphs (a) and (b) above for records relating to:
 - (i) Appeals under the clause titled Disputes;
 - (ii) Litigation or settlement of claims arising from the performance of this contract; or,
 - (iii) Costs and expenses of this contract to which the City, HUD, or Comptroller General or any of their duly authorized representatives has taken exception shall continue until disposition of such appeals, litigation, claims, or exceptions.

2. Rights in Data (Ownership and Proprietary Interest)

The City shall have exclusive ownership of all proprietary interest in, and the right to full and exclusive possession of all information, materials and documents discovered or produced by Contractor pursuant to the terms of this contract, including but not limited to reports, memoranda or letters concerning the research and reporting tasks of this contract.

3. Energy Efficiency

The Contractor shall comply with all mandatory standards and policies relating to energy efficiency which are contained in the energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub.L. 94-163) for the State in which the work under this contract is performed.

4. Disputes

- (a) All disputes arising under or relating to this contract, including any claims for damages for the alleged breach there of which are not disposed of by agreement, shall be resolved under this clause.
- (b) All claims by the Contractor shall be made in writing and submitted to the City. A claim by the City against the Contractor shall be subject to a written decision by the City.
- (c) The City shall, with reasonable promptness, but in no more than 60 days, render a decision concerning any claim hereunder. Unless the Contractor, within 30 days after receipt of the City's decision, shall notify the City in writing that it takes exception to such decision, the decision shall be final and conclusive.
- (d) Provided the Contractor has:
 - (i) Given the notice within the time stated in paragraph (c) above, and
 - (ii) Excepted its claim relating to such decision from the final release, and
 - (iii) Brought suit against the City not later than one year after receipt of final payment, or if final payment has not been made, not later than one year after the Contractor has had a reasonable time to respond to a written request by the City that it submit a final voucher and release, whichever is earlier, then the City's decision shall not be final or conclusive, but the dispute shall be determined on the merits by a court of competent jurisdiction.
- (e) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the City.

5. Contract Termination; Debarment

A breach of these contract clauses may be grounds for termination of the contract and for debarment or denial of participation in HUD programs as a Contractor and a subcontractor as provided in 24 CFR Part 24.

CDBG funds shall not be used directly or indirectly to employ, award contracts to, or otherwise engage the services of, or fund any contractor or subcontract during any period of debarment, suspension, or placement in ineligibility status under the provisions of 24 CFR Part 24. (Government Debarment and Suspension Regulations).

6. Assignment of Contract

The Contractor shall not assign or transfer any interest in this contract; except that claims for monies due or to become due from the City under the contract may be assigned to a bank, trust company, or other financial institution. If the Contractor is a partnership, this contract shall inure to the benefit of the surviving or remaining member(s) of such partnership approved by the City.

7. Certificate and Release

Prior to final payment under this contract, or prior to settlement upon termination of this contract, and as a condition precedent thereto, the Contractor shall execute and deliver to the City a certificate and release, in a form acceptable to the City, of all claims against the City by the Contractor under and by virtue of this contract, other than such claims, if any, as may be specifically excepted by the Contractor in stated amounts set forth therein.

8. Organizational Conflicts of Interest

- (a) The Contractor warrants that to the best of its knowledge and belief and except as otherwise disclosed, it does not have any organizational conflict of interest which is defined as a situation in which the nature of work under this contract and a contractor's organizational, financial, contractual, or other interests are such that:
 - (i) Award of the contract may result in an unfair competitive advantage; or
 - (ii) The Contractor's objectivity in performing the contract work may be impaired.
- (b) The Contractor agrees that if after award it discovers an organizational conflict of interest with respect to this contract or any task/delivery order under the contract, he, she, or they shall make an immediate and full disclosure in writing to the Purchasing Officer which shall include a description of the action which the Contractor has taken or intends to take to eliminate or neutralize the conflict. The City may, however, terminate the contract or task/delivery order for the convenience of the City if it would be in the best interest of the City.
- (c) In the event the Contractor was aware of an organizational conflict of interest before the award of this contract and intentionally did not disclose the conflict to the Purchasing Officer, the City may terminate the contract for default.
- (d) The terms of this clause shall be included in all subcontracts and consulting agreements wherein the work to be performed is similar to the service provided by the prime Contractor. The Contractor shall include in such subcontracts and consulting agreements any necessary provisions to eliminate or neutralize conflicts of interest.

9. Inspection and Acceptance

The City has the right to review, require correction, if necessary, and accept the work products produced by the Contractor. Such review(s) shall be carried out within 30 days so as to not impede the work of the Contractor. Any product of work shall be deemed accepted as submitted if the City does not issue written comments and/or required corrections within 30 days from the date of receipt of such product from the Contractor.

- (a) The Contractor shall make any required corrections promptly at no additional charge and return a revised copy of the product to the City within seven business days of notification or a later date if extended by the City.
- (b) Failure by the Contractor to proceed with reasonable promptness to make necessary corrections shall be a default. If the Contractor's submission of corrected work remains unacceptable, the City may terminate this contract (or the task order involved) or reduce the contract price or cost to reflect the reduced value of services received.

10. Interest of Members of Congress

The Contractor certifies, to the best of his, her, or their knowledge and belief, that:

- (a) No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- (b) If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (c) The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements.

- (d) This certification is a material representation of fact upon which reliance was placed when this contract was made or entered into. Agreement to this certification is a prerequisite for making or entering into this contract imposed by Section 1352, title 31, U.S. Code. Any person or agency that makes an expenditure prohibited by this section is subject to a civil penalty from \$10,000 up to \$100,000 for each failure. This penalty also applies to any person or agency that fails to submit or amend the disclosure form (LLL), when required. Failure to submit the required certification may result in payment under this contract being delayed or denied.

11. Interest of Members, Officers, or Employees and Former Members, Officers, or Employees

No member, officer, or employee of the City, no member of the governing body of the City, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project, shall, during his, her, or their tenure, or for one year thereafter, have any interest, direct or indirect, in this contract or the proceeds thereof.

12. Equal Employment Opportunity

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
- (b) The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to (1) employment; (2) upgrading; (3) demotion; (4) transfer; (5) recruitment or recruitment advertising; (6) layoff or termination; (7) rates of pay or other forms of compensation; and (8) selection for training, including apprenticeship.
- (c) The Contractor shall post in conspicuous places available to employees and applicants for employment the notices to be provided by the Purchasing Officer that explain this clause.
- (d) The Contractor shall, 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, sex, or national origin.
- (e) The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, the notice to be provided by the Purchasing Officer advising the labor union or workers' representative of the Contractor's

commitments under this clause, and post copies of the notice in conspicuous places available to employees and applicants for employment.

- (f) The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- (g) The Contractor shall furnish all information and reports required by Executive Order 11246, as amended and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto. The Contractor shall permit access to its books, records, and accounts by the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (h) In the event of a determination that the Contractor is not in compliance with this clause or any rule, regulation, or order of the Secretary of Labor, this contract may be canceled, terminated, or suspended in whole or in part, and the Contractor may be declared ineligible for further Government contracts, or federally assisted construction contracts under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.
- (i) The Contractor shall include the terms and conditions of this clause in every subcontract or purchase order unless exempted by the rules, regulations, or orders of the Secretary of Labor issued under Executive Order 11246, as amended, so that these terms and conditions will be binding upon each subcontractor or vendor. The Contractor shall take such action with respect to any subcontractor or purchase order as the Secretary of Housing and Urban Development or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided that if the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

13. Legal Residency

The Immigration Reform and Control Act of 1986 (IRCA) requires employers to verify every employee they hire is legally entitled to work in the United States (U.S.). IRCA makes it illegal for any U.S. employer to hire, recruit, or refer for a fee an alien known to be unauthorized to work; continue to employ an alien known to be unauthorized; and hire, recruit or refer for a fee any person (citizen or alien) without following the act's recordkeeping requirements, which includes a completed I-9 form and two acceptable documents of identification. By signing this contract, you understand and will abide by these regulations.

14. Dissemination or Disclosure of Information

No information or material shall be disseminated or disclosed to the general public, the news media, or any person or organization without prior express written approval by the City.

15. Contractor's Status

It is understood that the Contractor is an independent contractor and is not to be considered an employee of the City, or assume any right, privilege, or duties of an employee, and shall save harmless the City and its employees from claims suits, actions and costs of every description resulting from the Contractor's activities on behalf of the City in connection with this Agreement.

16. Other Contractors

The City may undertake or award other contracts for additional work that may be related to this contract. The Contractor shall fully cooperate with the other contractors and with City and HUD employees and shall carefully adapt scheduling and performing the work under this contract to accommodate the additional work, heeding any direction that may be provided by the Purchasing Officer. The Contractor shall not commit or permit any act that will interfere with the performance of work by any other contractor or City employee.

17. Liens

The Contractor is prohibited from placing a lien on City's property. This prohibition shall apply to all subcontractors.

18. Procurement of Recovered Materials

(a) In accordance with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, the Contractor shall procure items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition. The Contractor shall procure items designated in the EPA guidelines that contain the highest percentage of recovered materials practicable unless the Contractor determines that such items: (1) are not reasonably available in a reasonable period of time; (2) fail to meet reasonable performance standards, which shall be determined on the basis of the guidelines of the National Institute of Standards and Technology, if applicable to the item; or (3) are only available at an unreasonable price.

(b) Paragraph (a) of this clause shall apply to items purchased under this contract where: (1) the Contractor purchases in excess of \$10,000 of the item under this contract; or (2) during the preceding Federal fiscal year, the Contractor: (i) purchased any amount of the items for use under a contract that was funded with Federal appropriations and was with a Federal agency or a State agency or agency of a political subdivision of a State; and (ii) purchased a total of in excess of \$10,000 of the item both under and outside that contract.