



Department of Management Services

Purchasing Division

241 West South Street

Kalamazoo, MI 49007-4796

Phone: 269.337.8020

Fax: 269.337.8500

www.kalamazoo.org

purchasing@kalamazoo.org

REQUEST FOR PROPOSALS (RFP)

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

Project Name: Kalamazoo Ambassador

Proposal Reference #: 99046-002.0

RFP ISSUE DATE: January 23, 2025

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

PROPOSAL DUE/OPENING DATE: March 12, 2025, at 3:00 p.m. Local Time (ET)

Electronic Only 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: Meghan Behymer, Downtown
Coordinator, at (269) 337-8993, or
behymerm@kalamazoo.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. Electronic submittals 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 10 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.

9. **PROPOSAL SUBMITTAL**- Proposers can submit sealed proposals in one of the following ways:

9.1. **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

9.2. **Deliver your proposal to City Hall In-Person** before the proposal due date and time indicated in the RFP document.

9.3. **Deliver your proposal to the Treasurer’s Office Payment Drop Box** located in the northwest corner of City Hall (see photos below) before the proposal due date and time indicated in the RFP document.



1. Open drop box located at City Hall.

2. Insert SEALED PROPOSAL here.



10. **PROPOSALS SUBMITTED LIST**- The Purchasing Division makes an effort to post the list of submitted proposals to the City of Kalamazoo website within 24 hours after the proposal due date and time at: <https://www.kalamazoo.org/bidopportunities>. However, in certain cases the posting of the list may extend beyond the 24-hour window.

**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 legal consulting services as specified herein:

KALAMAZOO AMBASSADOR

The total combined price to be paid for all services provided by
Consultant pursuant to this Contract shall not exceed: **\$ INCLUDE IN PRICE PROPOSAL**

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 the scoring of other evaluation criteria has been completed.

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.

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 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:

	YRS			
NAME AND TITLE	SPECIALTY	EXPERIENCE	EXPECTED ROLE	

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.
- _____
14. Have any similar agreements held by Proposer for a similar project to the proposed project ever been canceled? Circle one: No Yes If yes, please explain: _____
- _____
- _____
15. Indicate registration, license numbers or certificate numbers for the businesses or professions, which are the subject of this RFP. Please attach certificate of competency and/or State registration.
- _____
- _____
- _____

QUALIFICATIONS QUESTIONNAIRE (cont.)

16. List the pertinent experience of the key individuals of your firm (continue on insert sheet if necessary):

17. State the name, title, and contact information of the individual(s) who will have personal management of the day-to-day contract work:

18. Litigation/Judgments/Settlements/Debarments/Suspensions – Submit information on any pending litigation and any judgments and settlements of court cases relative to providing the services requested herein that have occurred within the last three (3) years. Also indicate if your firm has been debarred or suspended from bidding or proposing on a procurement project by any government entity during the last five (5) years. _____

19. Disclosure of Conflict of Interest

VENDOR SHALL DISCLOSE BELOW, TO THE BEST OF HIS OR HER KNOWLEDGE, ANY CITY OF KALAMAZOO OFFICER OR EMPLOYEE, OR ANY RELATIVE OF ANY SUCH OFFICER OR EMPLOYEE, WHO IS AN OFFICER, PARTNER, DIRECTOR OR PROPRIETOR OF, OR HAS A MATERIAL INTEREST IN THE VENDOR’S BUSINESS OR ITS PARENT COMPANY, ANY SUBSIDIARY, OR AFFILIATED COMPANY, WHETHER SUCH CITY OFFICIAL OR EMPLOYEE IS IN A POSITION TO INFLUENCE THIS PROCUREMENT OR NOT.

<u>Name</u>	<u>Relationship</u>
_____	_____
_____	_____

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

Signed: _____ Name: _____
Type or Print

Title: _____ Date: _____

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

The lowest responsive Kalamazoo County bidder whose bid is not low but falls within 2% of the lowest responsive bid is afforded the opportunity to become the successful bidder if it agrees to reduce its bid to match the lowest responsive bid. The City of Kalamazoo is the sole determiner whether a bidder is responsible, qualifies as a Kalamazoo County bidder, and if its bid is responsive to the City’s specifications, terms, and conditions.

If the lowest Kalamazoo County bidder chooses not to match the lowest bid, the next lowest responsive Kalamazoo County bidder whose bid falls within 2% of the lowest bid, is given the opportunity to match the lowest responsive bid.

To qualify as a Kalamazoo County bidder, the bidder must meet both the following criteria:

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

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

CERTIFICATION

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

Firm Name: _____

Street Address of Business: _____

City, State, and Zip Code: _____

Number of employees working in Kalamazoo County: _____

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

The above information is accurate:

Signature: _____

Date: _____

Title: _____

CITY OF KALAMAZOO EX-OFFENDER POLICY CHECKLIST

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

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

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

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

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

I CERTIFY THAT THE ABOVE STATEMENTS ARE TRUE.

Date

Signature

Printed Name

Position

I hereby state that all 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

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 SIRs 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 & SPECIAL CONDITIONS

1. INVITATION AND INTRODUCTION

1.1 Invitation

The Kalamazoo Downtown Economic Growth Authority (DEGA) seeks Proposals from qualified vendors (“Contractor”) to continue, enhance upon and expand the Downtown Ambassador Program currently operating in Downtown Kalamazoo.

Qualified respondents should be interested in providing the cleaning, safety/hospitality and special projects services (“Ambassador Services”) as further described in Exhibit A, within the boundaries of the DEGA’s Ambassador service area as described in Exhibit B (“Ambassador Program Service Area”).

If approved, program operation by the selected vendor will commence on May 1, 2025.

1.2 Downtown Economic Growth Authority Overview

The DEGA board, established by the Kalamazoo City Commission in 2018, is comprised of volunteers serving as catalysts in the development of the community’s downtown district. The Kalamazoo DEGA and Downtown Development Authority (DDA), acting in concert, have set forth the strategic objective of focusing its resources on improving “The First 16 Feet”, a three-dimensional volume of space including buildings ground floor façade, the frontage that exists between the façade and the common space, and the common space that provides access to and through the district.

1.3 Background

DEGA has operated the Downtown Ambassador Program in Downtown Kalamazoo since 2021. It is among DEGA’s most publicly visible initiatives and a key community resource for the effective management of the Downtown public realm. This program is designed to maintain and enhance the downtown as a clean, safe, and hospitable environment for residents, workers, and visitors. The existing team focuses on the following duties:

- **Clean:** Manual removal of litter and debris, weed control, mechanical cleaning, handbill removal, graffiti removal, and limited landscaping.
- **Safety/Hospitality:** Walking patrols, public relations checks, interacting with members of the street population, educating on quality-of-life crimes or socially unacceptable behaviors, after hours escorts and information sharing.
- **Special projects:** Support for DEGA and other Downtown events, other duties, and projects

1.4 Philosophy of Approach and Nature of Personnel

Investment in the Downtown Ambassador Program is consistent with DEGA’s mission to promote a positive perception of Downtown Kalamazoo as a clean, safe, and hospitable place to live, work, visit, and invest. This involves continuous, daily attention to the state of the Downtown public realm by, key among requested Ambassador Services, 1) quickly and consistently addressing instances of trash, waste, graffiti, and other physical blight and 2) providing a comforting, visible presence for and having deliberate, positive interactions with residents, workers, and visitors on the Downtown streets.

The individuals engaged in providing these services must be dependable, trustworthy, enthusiastic, and personable. As representatives of DEGA working in the Downtown public realm, Downtown Ambassadors interact with a wide range of people with diverse personalities and backgrounds including residents, business owners, workers, tourists, and students. They must be able to communicate and perform their duties in a clear and friendly manner. Further, they must be hardworking and comfortable with the full portfolio of tasks involved with the management of the Downtown public realm, including addressing instances of human and animal waste and frequent interactions with the Downtown homeless population.

1.5 Program Outcomes

Successful implementation of the Maintenance & Hospitality Ambassador Program will result in the following:

- A physically attractive downtown Kalamazoo environment that is appealing to existing and new businesses, employees, residents and visitors;
- A welcoming downtown Kalamazoo atmosphere with helpful, friendly ambassadors who are highly visible and knowledgeable about points of interest, special events, businesses and services;
- Ambassadors that foster a record and reputation for excellent customer service with high quality services available to the entire downtown Kalamazoo community throughout the year;
- A program that provides long term employment opportunities for Kalamazoo residents;
- Reliable and accurate systems tracking and reporting of measurable improvements and successes that demonstrate value to property owners, elected officials and the business community.
- A trusted resource for DEGA, its partners, and downtown event coordinators
- A proactive force multiplier for private and public safety and enforcement authorities with the ability to monitor the quality of the public realm throughout downtown Kalamazoo; and
- Service deployment in an expert and professional manner at all levels.

2. CONTRACT PERIOD AND EXTENSIONS

The contract shall be in effect for a three-year period commencing on the Consultant's receipt of Notice to Proceed from the City. The DEGA may opt to extend the contract for up to two (2) additional one (1) year periods upon mutual agreement of both parties made in writing.

3. SCOPE OF WORK AND DELIVERABLES

A successful Contractor shall be required to provide the following services, subject to the specified rights and discretion reserved by DEGA.

3.1 Staffing

3.1.1 Operations Manager: Contractor shall provide an Operations Manager to oversee the entire Downtown Ambassador Program operation. The Operations Manager shall be skilled, experienced, and friendly, with a clear understanding of the mission and goals of downtown management entities generally, and DEGA specifically. The Operations Manager must have demonstrated experience in project management and staff supervision. This individual will effectively manage the Downtown Ambassador Program, direct staff—including hiring and firing—implement multiple projects simultaneously, maintain records, communicate regularly and effectively with DEGA, and represent DEGA in a professional manner.

3.1.2 Workforce and Leads: Contractor shall provide all staffing for the completion of the tasks and services described in Exhibit A throughout the Service Area (Exhibit B). Contractor shall complete all staffing related tasks, including, but not limited to, advertising and recruitment, pre-employment screening, interviewing, hiring, background checks, training, management, scheduling, and deployment as well as diligent supervision to ensure that the performance of all employees meets the needs and standards of DEGA. The daily workforce shall consist of an adequate number of team members to perform the requirements of the contract.

3.1.3 Training: The individuals selected to serve as Downtown Ambassadors are expected to be personable and well-prepared to perform their assigned duties. The Contractor shall design and implement a comprehensive training program, approved by DEGA, which includes both initial and in-service training. All training costs are to be covered by the Contractor and shall incorporate local resources when appropriate. See Exhibit C for detailed training requirements.

3.1.4 Background Checks: Background checks must be completed on all Contractor employees prior to hiring. At the request of DEGA, Contractor will provide the results of all background checks to DEGA. DEGA reserves the right to disqualify any proposed or existing Contractor employee from service in the Service Area based on the results of the background check.

3.1.5 Employee Benefits: Employee medical, dental, and life insurance packages should be considered and made available by the Contractor as a benefit to all members of the Downtown Ambassador Team. At the request of DEGA, Contractor will provide DEGA with an outline of the recommended benefit package to be offered and the dollar amount of the related costs for each package that would be the responsibility of the employee and Contractor, the final benefit package to be offered to employees, and any revisions made later thereto.

3.2 Ambassador Services

Contractor shall effectively execute all tasks and services described in detail in Exhibit A (“Ambassador Services”) throughout the Service Area.

3.3 Operating Hours and Deployment

Contractor shall perform cleaning, safety, dispatch, and special project services identified in this RFP and “Exhibit A – Scope of Services.” Contractor shall maintain ambassador, safety, cleaning and maintenance services and standards, and a dispatch facility throughout the year.

The proposal shall include scope and budget for a minimum level of service of seven (7) days a week as follows:

- Sunday – Thursday: 6 a.m. to 9:30 p.m.
- Friday – Saturday: 6 a.m. to 11 p.m.

Contractors may present adjusted hours of operation in their Proposals to meet proposed deployments. Hours of operation must be approved by DEGA.

3.4 Facilities

DEGA will provide space for the Downtown Ambassador Program, including storage space for all equipment, office space for program leadership and any administrative staff, and break room/locker room space for team members (“Program Facilities”), at no cost to Contractor. DEGA reserves the right to move or modify the location of any Program Facilities at any time.

Contractor is responsible for ensuring that the Program Facilities are kept clean, neat, and orderly, that supplies, equipment, and facilities themselves are secured properly, and that utilities are managed properly to ensure reasonable bills. The Contractor will, and DEGA retains the right to, appropriately discipline, up to and including termination, any Contractor employee who misuses any Program Facility.

3.5 Uniforms

Contractor shall provide all components of weather and safety appropriate uniforms and accessories, which are subject to the approval of DEGA. All Downtown Ambassadors must wear distinctive, easily identified uniforms that comply with the design and branding requirements of DEGA. Complete uniforms shall include shorts, belts, shirts, pants, jackets, windbreakers, gloves, and other necessary items of clothing. Uniforms shall be high quality and appropriately serve the wearer in all types of weather found in the Southwest Michigan climate. Outer shirts included as part of uniforms should be of a moisture wicking, polyester material. Contractor must always ensure clean uniforms and the neat appearance of Downtown Ambassadors.

3.6 Equipment

Contractor shall provide all appropriate materials, supplies, and equipment necessary for the efficient and effective operation of the Downtown Ambassador Program (“Program Equipment” – Exhibit D). All equipment shall be maintained in good working order throughout the Contract Term, including seasonal precautions such as winterization. The Contractor shall be solely responsible for damage to equipment and shall replace, at Contractor’s expense, any equipment lost, stolen, or destroyed. Any problems with the functioning of or damage to equipment that could impact Service delivery must be remedied by the Contractor and reported to DEGA immediately. Visible supplies and equipment, including, but not limited to, trash receptacles, trash receptacle wraps, machines and vehicles shall be branded with DEGA’s logo and colors subject to the review and approval of DEGA.

3.7 Administrative Tasks

Contractor shall provide administrative oversight, management, communication, reports and required documents, and invoicing regarding all aspects of the Downtown Ambassador Program.

3.8 Service Changes and Other Duties

DEGA reserves the right to make reasonable changes to the scope of work and Downtown Ambassador workforce. Any such changes shall be by written instruction. On a regular basis, Contractor shall be required to complete numerous other miscellaneous tasks and services related to the mission and goals of DEGA and the Downtown Ambassador Program.

If DEGA directs a change or other duty that substantially impacts the cost of services, an equitable adjustment agreed to by both DEGA and Contractor shall be made to the contract price. No changes to the scope of work shall be made without prior written approval by DEGA.

3.9 Performance Evaluation

The agreement between Contractor and DEGA shall be cancellable by DEGA at any time and reviewed on at least an annual basis. Contractor's performance shall be evaluated based on overall effectiveness in providing Ambassador Services throughout the Service Area, flexibility at responding to DEGA's needs, accuracy of reports and billing information, and feedback from DEGA property owners and stakeholders. Contractor assumes responsibility for ensuring that performance by its employees meets the needs and standards established by DEGA. DEGA reserves the right to disqualify a proposed or existing Contractor employee from service in the Service Area for any reason, including and especially for involvement in actions deemed unauthorized, detrimental, or suspicious intent, or improperly affecting the worker's performance or DEGA's reputation at any time.

4. PROPOSAL REQUIREMENTS

Respondents should address each section fully and in the same order as outlined below.

4.1 Professional Credentials**4.1.1 Contact Information**

Respondent firm's name, primary contact name, address, telephone number, fax number, email addresses, website.

4.1.2 History

A brief history of the respondent firm and its capabilities.

4.1.3 Legal Structure

Respondent firm's incorporation information (i.e., is it publicly or privately held, etc.)

4.1.4 Staffing

Detail and an organizational chart regarding the staff level of respondent firm, including principals and associates, as of the date of this RFP.

4.1.5 Resumes

Brief resumes of the individuals who would be the key points of contact at respondent firm and would be in regular contact with DEGA regarding the needs and operations of the Downtown Ambassador Program.

4.1.6 Office and Headquarters Location

Geographic location of respondent firm's office that is closest to the Service Area, along with respondent firm's corporate headquarters.

4.1.7 Related Projects

Other projects completed by respondent firm that would speak to its ability to successfully provide the services described in this RFP.

4.1.8 References

Three references (name, contact person, and title, mailing address, email address, and telephone number) whom DEGA may contact during the evaluation of the submission for whom respondent firm has provided services of the nature described in this RFP within the last two years. Preference will be given to feedback by references of a similar nature and mission as DEGA and who are currently receiving Ambassador Services from respondent firm.

4.2 Service Capability**4.2.1 Experience**

Description of the specific experience of respondent firm, including a thorough description of other relevant projects, which best demonstrates its ability to carry out cleaning, safety/hospitality, and other Ambassador Services in the Service Area. Where applicable, respondent firm should emphasize its experience providing Ambassador Services in downtown and other urban neighborhoods and districts through engagement with organizations of a similar nature and mission as DEGA.

4.2.2 Expertise

Description of respondent firm's expertise in the provision of service of the nature described in this RFP and any other services that may be complementary to the services described herein that respondent would propose to provide. Where applicable, respondent firm should emphasize its expertise providing Ambassador Services in Downtowns and other urban neighborhoods and districts through engagement with organizations of a similar nature and mission as DEGA.

4.2.3 Local Knowledge

Description of the respondent firm's knowledge of Kalamazoo County, Michigan, Downtown Kalamazoo, and the area comprising the Service Area.

4.2.4 Licenses

Copies of all relevant certificates, licenses, trainings, and other relevant professional certifications. At a minimum, this should include proof that respondent is currently licensed to do business in the State of Michigan.

4.3 Project Methodology**4.3.1 Narrative Description**

- a) Detailed descriptions of how the Ambassador Services described in Exhibit A will be provided throughout the Service Area shown in Exhibit B.
- b) If applicable, detailed descriptions of any additional services that, in respondent firm's experience and expertise, would have a high return in response to the needs of the Service Area and that respondent would propose to provide ("Additional Services").
- c) Explanation regarding what respondent firm anticipates DEGA's role and relationship with the respondent will be regarding program development.
- d) Explanation regarding how the Downtown Ambassadors will be instructed to perform their jobs, handles a variety of duties and situations, and communicates with one another, the Kalamazoo Department of Public Safety office, and other partners.
- e) Detailed descriptions of reporting that respondent firm will be provide on Downtown Ambassador Program activities and productivity. Respondents should be prepared to provide productivity statistics on all Ambassador Services. Responses should reflect respondent firm's understanding of the importance of documenting Program activity and productivity to organizations similar to DEGA and expand on their current and future data collection and management capacities.

4.3.2 Recruitment

- a) Explanation of how Downtown Ambassadors, and other personnel involved in the delivery of Ambassador Services in the Service Area will be recruited and what criteria will be used to select and hire staff.
- b) Detail regarding drug testing, background screening, physical requirements, grooming, and other personnel policies and practices.
- c) Complete information about respondent firm's employee compensation strategies and benefits, including a plan for how to handle the need for employees to work on major national holidays.
- d) Description of the role DEGA will play in the initial and ongoing recruitment activities.

4.3.3 Training

Details on proposed training of employees as outlined in Exhibit C.

4.3.4 Deployment

Based on an assessment of the needs in the Service Area, detailed proposed deployment models for staff involved both in the services described in this RFP. If applicable, deployment related to any Additional Services being proposed should be easily severable from the deployment of staff involved in the Ambassador Services described in Exhibit A.

4.3.5 Accountability and Performance

Explanation of how respondent firm would be held accountable to DEGA and how the performance of employees and overall effectiveness of the Downtown Ambassador Program will be measured and demonstrated.

4.3.6 Transition/Schedule

Using May 1, 2025, as the start date, a detailed plan and schedule for the steps involved in the transition needed from the current contractor (if applicable) and all other steps needed for the expansion of the Downtown Ambassador Program to the proposed levels.

4.3.7 Other Relevant Information

Any other factors not mentioned above which are relevant to DEGA’s evaluation of respondent firm’s ability to provide Ambassador Services in the Service Area.

4.4 Certifications and Business Information

4.4.1 Regulatory Investigations / Litigation

Details of any criminal investigation or pertinent litigation pending against respondent or any of its members.

5. EVALUATION CRITERIA

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

- 5.1 Professional Credentials and Experience (2.0)
- 5.2 Staffing and Training Plan (2.0)
- 5.3 Service Delivery and Approach (2.5)
- 5.4 Quality of Personnel and Customer Service Philosophy (1.5)
- 5.5 Administrative and Logistical Capability (1.0)
- 5.6 Financial Proposal and Value (1.0)

Points listed in parentheses represent the maximum points possible in each category.

6. 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.

For the anticipated contract, in tabular form, please provide the following:

- A. Hourly billing rate for the following:
 - 1. All Key Personnel/Planners
 - 2. Economic Development Finance personnel
 - 3. Administrative support personnel
- B. Travel fee to City of Kalamazoo from Consultant’s office (if any)
- C. Lump Sum Bid to complete the work as understood.
- D. Additional fees (if any) to include:
 - 1. Attendance at additional in-person meetings
 - 2. Additional work necessary, not specified in RFP, that Consultant’s experience doing similar projects deems as required.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. CONFLICT OF INTEREST

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

By submitting a proposal for this project, unless listed in the Disclosure of Conflict of Interest section of their submitted proposal, the proposer certifies that, to the best of its knowledge and belief, there are no present or currently planned interests (financial, contractual, organizational, or otherwise) relating to the work to be performed under the contract resulting from this RFP that would create any actual or potential conflict of interest (or apparent conflicts of interest) (including conflicts of interest for immediate family members: spouses, parents, children) that would impinge on its ability to render impartial, technically sound, and objective assistance or advice or result in it being given an unfair competitive advantage. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. The proposer further certifies that it has and will continue to exercise due diligence in identifying and removing or mitigating, to the City’s satisfaction, such conflict of interest (or apparent conflict of interest).

In a case in which an actual or potential conflict (or apparent conflict of interest) is disclosed, the City will take appropriate actions to eliminate or address the actual or potential conflict, including but not limited to mitigating or neutralizing the conflict, when appropriate, through such means as ensuring a balance of views, disclosure with the appropriate disclaimers, or by restricting or modifying the work to be performed to avoid or reduce the conflict. In this clause, the term “potential conflict” means reasonably foreseeable conflict of interest. The City reserves the right to not consider a submitted proposal with an actual or potential conflict (or apparent conflict of interest) if the conflict would pose a threat to the integrity of the project.

The proposer agrees that if “impaired objectivity”, or an actual or potential conflict of interest (or apparent conflict of interest) is discovered after the award is made, it will make a full disclosure in writing to the Project Manager. This disclosure shall include a description of actions that the contractor has taken or proposes to take to avoid, mitigate, or neutralize the actual or potential conflict (or apparent conflict of interest).

CONFLICT OF INTEREST (Cont.)

Remedies. The City may terminate this contract for convenience, in whole or in part, if it deems such termination necessary to avoid the appearance of a conflict of interest. If the contractor was aware of a potential conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the City, the City may terminate the contract for default, or pursue such other remedies as may be permitted by law or this contract. Further remedies include suspension or debarment from contracting with the City.

In cases where remedies short of termination have been applied, the contractor, subcontractor, employee, or consultant agrees to eliminate the organizational conflict of interest or mitigate it to the satisfaction of the City.

13. 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.

14. 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)	January 23, 2025
Deadline for Written Questions	February 18, 2025 (If Necessary)
Response to Questions Posted Online (Addendum)	February 25, 2025, at 3:00 p.m. (ET)
Proposals Due	March 12, 2025, at 3:00 p.m. (ET)
Review and Scoring of Proposals	March 12 – 21, 2025
Interviews/Presentations (If Necessary)	March 24 – 28, 2025
Contract Award	March 31 – April 4, 2025
Notice to Proceed	April 14 - 18, 2025

15. CONTRACT MANAGER

Meghan Behymer, Downtown Coordinator, or his/her duly authorized representative shall be the City’s Project Manager, main point of contact, and shall have the duties and responsibilities as provided in the contract. Meghan Behymer can be reached at 269-337-8993 and/or behymerm@kalamazoocity.org.

16. QUESTIONS

Questions regarding the scope of work of this project may be addressed to Meghan Behymer, Downtown Coordinator, at behymerm@kalamazoocity.org. Questions relative to general proposal requirements may be addressed to Nicole Kling, Buyer at klingn@kalamazoocity.org. This does not relieve the proposers, however, from the requirements of Item 3, Page 1.

**SECTION V
TERMS AND CONDITIONS**

1. AWARD OF CONTRACT

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

2. REQUEST FOR PROPOSAL AS CONTRACT

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

3. SUBCONTRACTORS – NON-ASSIGNMENT

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

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

4. TAXES

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

5. INVOICING

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



EXHIBIT A

AMBASSADOR SERVICES

Kalamazoo Ambassador

January 2025

Proposal Reference #: 99046-002.0

Exhibit A – Ambassador Services

The Contractor will be responsible for administering the Downtown Kalamazoo Ambassador Program, as set forth in this RFP.

The Contractor shall provide the following services which shall include, but may not be limited to, the tasks more fully described below. Although the Contractor is expected to deliver the Services as outlined below, the Contractor may suggest alternative appropriate and additional Tasks if they would more effectively achieve the Program Outcomes identified in Section 1.5. If an alternative approach is accepted, the scope of services will be amended to reflect such changes.

Individuals employed by the Contractor to deploy the services shall be known as ambassadors. All ambassadors shall be trained in the aspects of hospitality and customer service, with additional emphasis in environmental maintenance and safety.

Ambassadors shall serve as a public information resource to visitors, workers, shoppers and residents. Areas of responsibility for the ambassadors include all pedestrian public rights-of-way, the sidewalks from the property line to the curb and gutter, and 18” into street rights-of-way.

Cleaning and Maintenance Scope of Service

One of DEGA’s top priorities for downtown Kalamazoo is efficient, high-quality cleaning and maintenance services. To achieve that priority, ambassadors will be providing a multi-pronged approach consisting of downtown-branded, uniformed, radio-equipped personnel sweeping litter, debris, and refuse from sidewalks, gutters, curb lines and public spaces in the downtown. Ambassadors may also clean all sidewalk hardscape assets such as trash receptacles, benches, light poles, parking meters, and traffic signals and signal boxes. Additionally, they may assist in the maintenance of public space as needed, and aid in the removal of graffiti, stickers, organic waste, and other nuisances.

In addition to the services identified below, Ambassadors are responsible for responding to immediate District cleaning needs (a.k.a. “spot cleaning”). Ambassadors will take “before and after” photos to demonstrate to DEGA and downtown stakeholders that identified issues have been properly addressed.

- **Litter patrols.** Ensures a "zero-tolerance litter zone" standard of cleanliness across the designated area. Sidewalks and gutters are patrolled and cleaned daily, removing all accumulated dirt, trash, leaves, and debris, regardless of its source. The patrol maintains sidewalks from the building edge to 18 inches into the street, including curbs and gutters. Manual cleaning routes are established within the primary service area to ensure consistent coverage. Weeds along sidewalks and building edges are removed as needed, and leaves are cleared daily. Additionally, the patrol promptly addresses and removes hazards such as broken glass, beverage spills, urine, feces, vomit, and dead animals to uphold a safe and clean environment.
- **Waste and recycling receptacle management.** Monitor trash receptacles owned by DEGA/DDA and the City of Kalamazoo and empty, as needed, to prevent overflow. Ambassadors currently service 25 Bigbelly waste and recycling receptacles and 58 traditional waste receptacles (see Exhibit E – Downtown Waste Receptacle Map). Quantities of trash and recycling receptacles may increase/decrease over time, as needed and directed by DEGA. Remove trash bags immediately. Trash bags shall not remain on sidewalks.
- **Pressure washing.** Pressure wash or steam clean sidewalks as needed with extra emphasis on removing chewing gum, gum stains, and grease. On the S. Kalamazoo Mall, power wash raised planting beds (12) and fountains (1) to remove salt residue annually.
- **Sticker and handbill removal.** Remove stickers, handbills, posters, and similar items from all public realm fixtures, including, but not limited to, utility poles, mailboxes, courier boxes, newspaper or magazine boxes, kiosks, public telephones, and parking meters. Obtain approval and agreement from fixture owners where necessary. Such items shall be removed approximately 24 hours after being observed or reported.
- **Graffiti removal and abatement.** Abate, remove or cover graffiti from all public realm fixtures, including, but not limited to, utility poles, mailboxes, courier boxes, newspaper or magazine boxes, kiosks, public telephones and parking meters. Obtain approval and agreement from fixture owners where necessary. Public realm graffiti shall be abated, removed, or covered within 24 hours after its first observation.

- **Orderly streetscape maintenance.** Clean surfaces within the public realm to ensure they are free of film, dirt, residue, liquids and odors, including kiosks, bus shelters, light poles, planters and trash receptacles. Straighten streetscape elements as necessary.
- **Snow tidying.** As directed by DEGA, clear snow and ice to create pedestrian paths at sidewalk corner ramps and along Bates Alley from Portage Street to Edwards.
- **Weed control.** Kill and remove weeds and unwanted grass. Ambassadors shall spray weeds as needed with chemicals meeting all Federal, State and Municipal laws and regulations. Vendor shall meet all licensing requirements imposed by Federal, State or local authorities.
- **Space Activation.** Deploy and manage a variety of place making elements such as moveable tables/furniture, planters, and games. Provide presence at DEGA managed and/or sponsored events as requested. Provide presence at other events as requested and appropriate. Deliver materials, such as DEGA produced collateral, to businesses and buildings as requested.
- **Cleaning and stocking of outdoor restroom.** Clean and stock one Portland Loo restroom located at 126 E. Water Street. Paper products to be supplied by DEGA.
- **Plant and flower care.** Watering of DEGA-managed landscaping planters and beds (currently 12 concrete urns and 30 planters). Mulch and maintain tree wells.
- **Special projects and on-call services.** At the direction of DEGA, carry out special projects. Such special projects may include painting of fixtures, graffiti removal on private properties, secure seasonal lighting and check for operations, manage lighting and irrigation time clocks, installing posters in wayfinding kiosks or any other project not requiring 'technical' expertise that can be carried out within reasonable methods by Contractor Team members.

Hospitality, Community Engagement and Safety Scope of Service

The Contractor shall provide the following Hospitality Ambassador Services within the DEGA Area. Per the guidance of DEGA, Ambassadors shall collaborate with all other entities working in the public realm. Ambassadors shall enhance, not distract or disrupt, the public's use of the public realm or adjacent properties. Depending on the nature of the safety issue, Ambassadors shall work with the Kalamazoo Department of Public Safety, Kalamazoo Valley Community College, Western Michigan University, or other security professionals to report illegal or aggressive behaviors occurring in the public realm. Ambassadors shall also collaborate with other contractors and service providers working within the DEGA Area.

Ambassadors shall be deployed on regular patrols throughout the Primary Service Area in a manner that maximizes visibility and effectiveness. This included the following:

- **Hospitality patrols.** The Contractor shall train Ambassadors to have knowledge of events and destinations and shall spend time engaging the public to provide directions, transit instructions, venue assistance and general information. Above all else, Ambassadors must engage and interact with all people in downtown Kalamazoo in a manner that is welcoming and inviting.
- **"Eyes and Ears" patrols.** The Contractor shall develop and implement a deployment schedule for Ambassadors that maximizes visibility and public access throughout the Primary Service Area. Ambassadors shall patrol on foot, allowing them to interact with businesses, employees, residents and visitors. Ambassador patrols shall serve as a deterrent for unwanted activities and monitor the condition of private properties and streetscape fixtures and report problematic conditions to City of Kalamazoo Code Compliance staff. Ambassadors shall document their normal daily activities, accomplishments and any issues that may be perceived as negative. Negative issues include, but are not limited to, graffiti, required repairs within the public realm or on private buildings, public intoxication, open containers outside of Central Commons Refreshment Area, loitering, trespassing, public urination, aggressive panhandling, property damage, and deficient or hazardous systems, conditions or infrastructure. Ambassadors shall report and monitor negative items with the Contractor, DEGA, and, as directed, other entities such as law enforcement, City, County, or social service agencies; or property owners/managers.

- **Public relations checks.** Ambassadors shall make personal contact with a manager or designated supervisor at a minimum of three businesses per shift to inquire about issues or concerns. The duration of each contact shall be no more than five minutes unless warranted by a duty related issue. An Ambassador supervisor shall conduct immediate follow-up on any issue reported during the public relations check. A report of public relations checks shall be indicated in the Ambassador's daily activity report.
- **Information sharing and collection.** Ambassadors may be utilized by DEGA to share, distribute and collect information on local issues impacting the downtown Kalamazoo environment.
- **First Aid and CPR administration.** Ambassadors shall be trained on basic first aid and CPR and render such services when necessary.
- **Panhandling intervention.** In collaboration with DEGA, Ambassadors shall be trained and engage in initiatives aimed at reducing panhandling. All Ambassadors shall handle situations in a firm, yet courteous, manner, and shall follow established protocols for activating local outreach and law enforcement services as needed.
- **Homeless outreach services.** In collaboration with DEGA, Ambassadors shall establish protocols for engaging homeless outreach services that connect downtown Kalamazoo's homeless populations to support services. The goal of this task is to ensure that downtown Kalamazoo homeless population is aware of the support networks that exist in Kalamazoo and to provide them with the opportunity to connect with these services.
- **Safety escorts.** Ambassadors shall establish protocols and provide safety escorts to or from downtown destinations for business owners, employees, visitors, and residents as directed by Ambassador dispatch.
- **Vehicle assistance services.** Ambassadors shall follow established protocol and provide vehicle assistance in the form of lockouts or battery jumps as directed by Ambassador dispatch.
- **Court witness services.** Ambassadors shall follow established protocol for preparing clear, concise, and grammatically correct incident reports when warranted. Ambassadors shall also participate as witnesses in court hearings upon receipt of official summons by the local courts.

Program Tracking and Reporting Scope of Service

The Contractor will implement an advanced data collection system with photography and GPS capabilities to track Ambassador performance, program costs, and environmental conditions. This system will ensure: high levels of customer service and accountability, efficient resource use and cost-effectiveness, and data-driven improvements and strategic decision-making.

- **Performance Tracking and Reporting:** To monitor performance effectively, the Contractor will track and report various metrics related to Ambassador activities. This includes detailed patrol information such as the locations patrolled, the frequency of these patrols, and the specific services performed during each shift. Operational data will cover the number of trash bags collected, the weight of trash removed by location, and the instances of graffiti removal. Additionally, the Contractor will provide statistics on public interactions, detailing the total number, types, and time-stamped data, as well as the average number of interactions per Ambassador. Special assignments, such as on-call tasks or event-specific services, will also be documented, along with information on outreach efforts to local businesses.
- **Employment Tracking and Reporting:** Employee performance and development are critical aspects of the tracking system. The Contractor will compile reports on staffing, which will include the total number of employees, performance reviews, and hours logged. Detailed information on training programs—such as their content, duration, and employee participation—will also be tracked. Special attention will be given to community impact by monitoring the proportion of Kalamazoo residents employed and tracking the participation and progress of individuals facing employment challenges. These reports will provide a holistic view of the workforce, highlighting recruitment, training, and retention efforts.
- **Environmental Observation Tracking:** Ambassadors will also serve as "eyes and ears" for the downtown environment, documenting observations about the public realm. Their reports will cover the condition of streetscapes, infrastructure, and any visible issues on private properties that impact the public perception of downtown. Additionally, they will track interactions with panhandlers or homeless individuals, noting the frequency and locations of these interactions.

- **Community Service Request Tracking:** Ideally, the Contractor will integrate a digital platform that allows the general community to submit requests for Ambassador services. If available, this platform will be accessible via the DEGA website and other communication channels. Submitted requests will be tracked and reported monthly, detailing the types of requests received, response times, services provided, and feedback from community members. This would enhance transparency, responsiveness, and public engagement with the Ambassador program.
- **Reporting for Meeting and Audits:** To support governance and accountability, the Contractor will prepare and present performance-related materials for DEGA and affiliated board meetings upon request. These materials will provide board members with insights into the program's challenges and successes, fostering informed decision-making. Furthermore, the Contractor will assist in DEGA's annual audit process by supplying any necessary data and documentation.

Monthly and Ad-Hoc Reporting: Monthly reports to DEGA will include key metrics such as service hours, productivity statistics, and updates on special projects. Additionally, the Contractor will provide regular updates on public realm assets and issue inventories, along with timesheets and other human resources documentation. These comprehensive reports will ensure that DEGA remains well-informed about program activities and performance, facilitating ongoing improvements and strategic alignment.



EXHIBIT B

AMBASSADOR PROGRAM SERVICE AREA

Kalamazoo Ambassador

January 2025

Proposal Reference #: 99046-002.0

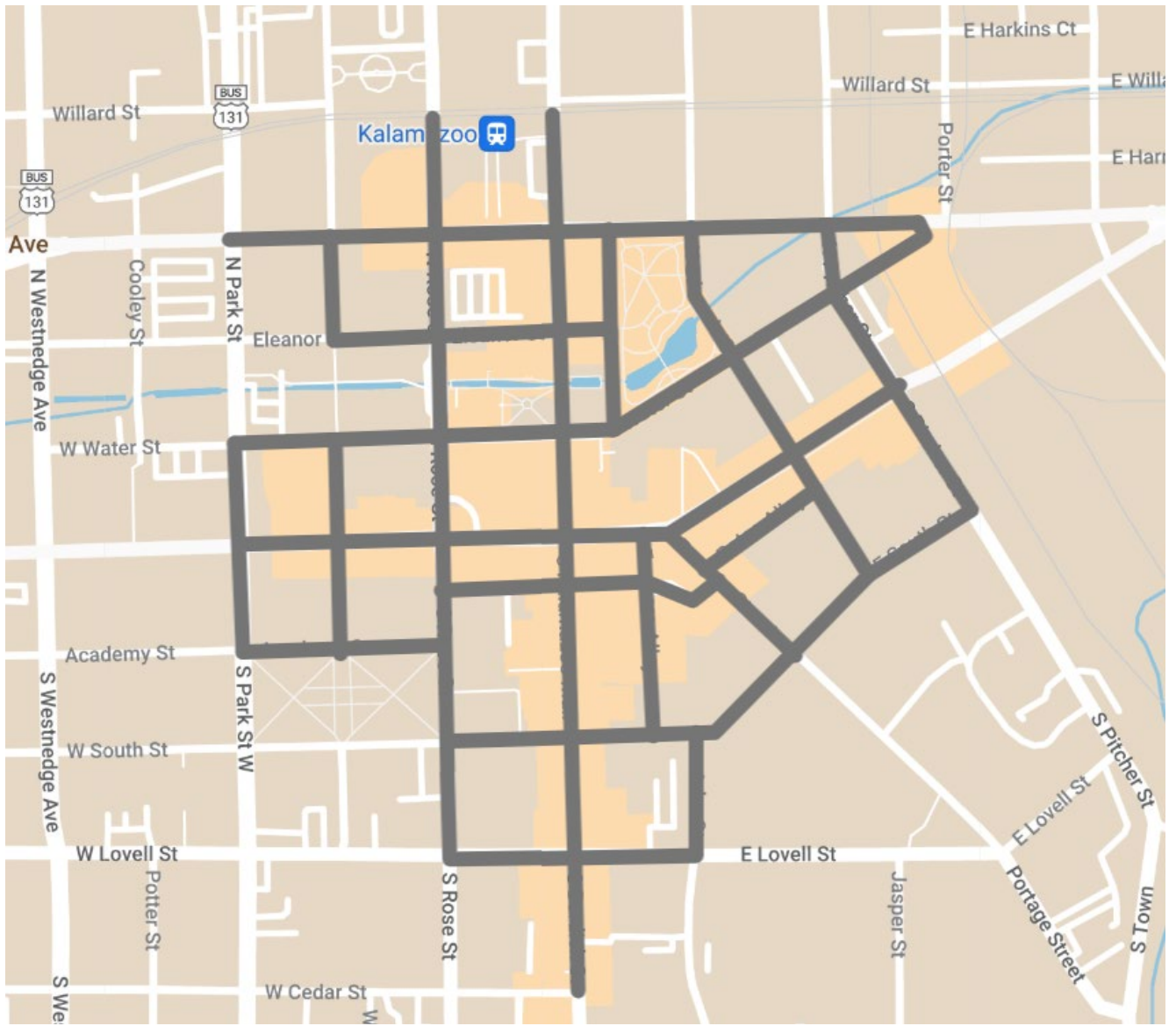




EXHIBIT C

TRAINING

Kalamazoo Ambassador

January 2025

Proposal Reference #: 99046-002.0

Exhibit C – Training

The training program must cover, but is not limited to, the following subject areas:

- Mission, background, and structure of the DDA/DEGA.
- Conduct and Professionalism
 - Policies regarding personal conduct, attitude, etiquette, public relations, and customer service.
 - Employee code of conduct, rules, and regulations approved by DEGA, including chain of command, protocol, and responsibility.
- Safety and Compliance
 - OSHA compliance, hazardous materials handling, and general safety practices.
 - Workplace violence prevention and de-escalation techniques.
- Operational Procedures
 - Scheduling, assignments, and standard operating procedures.
 - Uniform requirements, maintenance, and appearance standards.
 - Proper use, maintenance, and operation of equipment and machinery.
 - Radio communication protocols and etiquette.
- Incident Management and Reporting
 - Incident and case management tools, including detailed reporting processes as prescribed by the Contractor and DEGA.
 - Written policies concerning legal responsibilities and court testimony preparation.
- Community Relations and Cultural Competence
 - Discover Kalamazoo Tourism Academy
 - Downtown geography, points of interest, businesses, attractions, and services.
 - Strategies for conflict resolution, cultural diversity awareness, and effective communication.
- Specialized Skills
 - Techniques for panhandling intervention and homeless outreach.
 - Street smarts, situational awareness, and dealing with high-stress or conflict situations.
- Health and Emergency Response
 - First aid and CPR certification.
 - Crisis response training, including:
 - Proper use of 911 services.
 - Role expectations when encountering crisis situations.
 - Initial assessment, notification, and standby protocols as first responders.
- Building and Streetscape Maintenance
 - Knowledge of maintenance obligations and enforcement actions involving the City of Kalamazoo.
- Ethics and Accountability
 - Ethics training to ensure integrity and accountability in all Ambassador duties.
- Other trainings as requested by DEGA.

This comprehensive training ensures that Downtown Ambassadors are well-equipped to maintain a safe, welcoming, and vibrant environment for all downtown visitors, residents, and businesses.



EXHIBIT D

PROGRAM EQUIPMENT

Kalamazoo Ambassador

January 2025

Proposal Reference #: 99046-002.0

Exhibit D – Program Equipment

Such equipment shall include, but not be limited to, the following:

- **Communication system and devices.** The contractor shall establish a central phone number that ties into Ambassador dispatching and communications systems. Each Ambassador shall be deployed with a portable, rechargeable communication device equipped with a GPS tracking system.
- **Vehicles, machinery, supplies, and other equipment.** The Contract shall procure equipment necessary for deployment of the Services building, but not limited to, the below illustrative list.
 - Lobby pans and brooms
 - Plastic industrial strength garbage liners
 - Industrial strength general cleaning solutions (i.e., de-greaser, all-purpose cleaners, deodorizer)
 - Brooms: 15” push brooms and street brooms
 - Snow shovels and ice choppers
 - Cleaning solvents
 - Scrubbing pads and rags
 - Scrub buckets, spray bottles, brushes
 - Snow blowers
 - Weed whackers/whips
 - Gators
 - Leaf blowers
 - Transport trucks/vans
 - Power washing units
 - Power sweepers
 - Trash vehicle(s)
 - Vehicle batter jump cables
 - Temporary banners or safety cones required to deploy Services within the public realm