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

NON-MANDATORY PRE-PROPOSAL MEETING on October 15, 2026 @ 1:00 p.m. Local Time
Location: CPED, Conference Room, 150 E Crosstown Parkway, Kalamazoo, MI 49001

REQUEST FOR PROPOSALS (RFP)

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

Project Name: Social Equity Programming-Pillar 3 **Proposal Reference #: 96128-005.0**

RFP ISSUE DATE: October 7, 2026

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

PROPOSAL DUE/OPENING DATE: November 4, 2026 at 3:00 p.m. Local Time (ET)
Electronic 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: Erin Hahn,
Business Specialist, CPED
Email: hahnerin@kalamazoocity.org

Include the Project Name and Proposal Reference Number (above) on the Envelopes.
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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A – Non-Discrimination
Marihuana Social Equity policy

CITY OF KALAMAZOO – REQUEST FOR PROPOSALS Proposal Reference #: 96128-005.0
Social Equity Programming-Pillar 3

STATEMENT OF NO PROPOSAL

NOTE: If you <u>DO NOT</u> 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: _____

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 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 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.kalamazoocity.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 consulting services as specified herein:

Social Equity Programming-Pillar 3

The total combined price to be paid for Social Equity Programming-Pillar 3 proposal/contract and services provided by Contractor pursuant to this Contract shall not exceed: $30,000

$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 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: _____

SUB-CONTRACTING INFORMATION

Using the table below provide information regarding the sub-contractors that will be working to fulfill the requirements of this contract. Submit as complete a list as possible at the time of your bid. You will have two business days after the bid opening to update the list as needed. The information provided will be used for evaluating your bid and to assist in determining if you qualify as a Kalamazoo County Bidder.

INSTRUCTIONS:
Nature of Contract - State a brief description of the work or product that will be provided.
BIDDER – Provide the percentage of services or construction activity that will be provided by your firm.
Subcontractors:

- Provide the Name and Address for each subcontractor providing services or construction activities for this contract.
- Indicate with **YES** or **NO** under the "Local?" box if they qualify as a "Kalamazoo County bidder" (see local preference certification page)
- Provide the percentage for the dollar amount of the contract work they will be performing.

If there are not enough lines in the table below make additional copies as needed.

Nature of Contract:		
Subcontractor Name/Address	***Local?***	**% Of Total Contract**
BIDDER		

Does this List of Subcontractors need to be updated after the bid opening? **Yes __ No __**

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 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.

_____

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

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: _____

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 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 & REQUIREMENTS

1. INTRODUCTION/PURPOSE

1.1 The City of Kalamazoo is located in southwestern Michigan and has a population of 72,883. It is home to two universities and a college and is known for the Kalamazoo Promise, which provides tuition to in-state public colleges and universities to students who graduate from the public school system. The area is home to medical research and manufacturing companies as well as several breweries among other industries.

1.2 A summary of organization metrics and standards is included below. These volumes and standards reflect actual and estimated amounts for the current environment.

Metric	Current
Population	72,883
Form of Government	City Commission
Jurisdictional Area (Square Miles)	25.14
Number of Departments	14
Budget (General Fund)	$81.8 million
Budget (All Funds)	$286.7 million
Total Full-Time Staff	697
Total Part-Time Staff	5
Total Seasonal Staff (annually)	179

1.3 The City of Kalamazoo's Economic Development Corporation (EDC) is a public entity formed pursuant to Public Act 338 of 1974 (the "Act"), that provides financing and other assistance for commercial and industrial development projects. Membership for the board meets each month for a public meeting in accordance with the Open Meetings Act.

1.4 Pillar 3: Asset Protection and Transfer.

1.4.1 Purpose: to help eligible residents protect the assets they have built and preserve those assets for future generations. The focus is on ensuring that homes, businesses, and other appreciating assets remain protected through appropriate legal structures and can be successfully transferred, reducing the loss of generational wealth.

2. CONTRACT PERIOD AND EXTENSIONS

The City of Kalamazoo will be entering into a contract with the successful Consultant(s). The contract shall be in effect for a one (1)-year period commencing on, or about, February 1, 2027 (contingent upon date of Notice to Proceed) and continuing for 12 months; however, the City reserves the right to terminate the contract with or without cause.

The City may opt to extend the contract for an additional one (1) year two times. All extensions shall be upon mutual agreement of both parties and made in writing.

3. SCOPE OF WORK

The successful proposer will be responsible for developing and implementing programs and initiatives that address the following areas, subject to all applicable Federal, State, and Local laws, including but not limited to, those dictating the use of public funds, public contracting, hiring, and transparency, and the Act.

3. 1 What the City Is Seeking. The City is seeking a qualified attorney, law firm, or legal services organization to provide direct legal services to eligible residents to help protect and preserve homes, businesses, and other appreciating assets, including estate planning, wills and trusts, title clearing and heirs' property resolution, business succession planning, and operating agreements and business entity structuring.

3.2 Eligible Activities.

3.2.1 Estate planning services.
3.2.2 Wills and trusts.
3.2.3 Title clearing and heirs' property resolution.
3.2.4 Business succession planning.
3.2.5 Operating agreements and business entity structuring.
3.2.6 Legal services related to asset protection, preservation, or transfer.

3.3 Measures of Success.

3.3.1 Number of eligible residents receiving direct legal services.
3.3.2 Number of wills, trusts, operating agreements, succession plans, or other legal documents completed.
3.3.3 Number of title or heirs' property issues resolved.
3.3.4 Number of estate or business succession plans completed.
3.3.5 Number of homes, businesses, or other assets legally protected or positioned for transfer.

4. PROPOSAL REQUIREMENTS

Applicant should include the following in proposal:

4.1 Overview

4.1.1 Include a cover letter with the organization’s full company name, address, phone number, and email address of the contact person for the RFP.
4.1.2 List the location and address of the organization’s office that will provide most services and where “Key Personnel” are located.
4.1.3 Provide a list of the organization’s key areas of services.
4.1.4 Page limit for Overview is two (2) pages.

4.2 Staff Experience

4.2.1 Key Personnel. Provide resume(s) for key members(s) (“Key Personnel”). Key Personnel are the primary individual(s) who will be the contact for City staff and attend board meetings. Key Personnel will provide the vast majority of the services listed in the Scope of Work. Resumes and\or narrative responses shall provide, at a minimum, Key Personnel education achievements; certifications and registrations; memberships; years and position(s) with the organization; years with other organizations and their names; areas of practice; locations where Key Personnel are admitted to practice; and major accomplishments. Resumes or narratives should describe the recent experience of Key Personnel and their roles in similar projects. The response shall be limited to not more than six (6) pages

PROPOSAL REQUIREMENTS (*cont.*)

4.2.2 Additional Personnel. Provide resumes for additional staff persons who may assist the Key Personnel with performing services stated herein. Include resume(s) or narrative response with information such as educational degrees, institutions, years of service/experience, membership, and areas of practice. The response shall be limited to not more than four (4) pages.

4.3 Key Experience

4.3.1 Please demonstrate the previous experience of Key Personnel by describing three (3) past or current clients the organization/personnel have represented, including experience with governmental clients or economic development authorities or boards. For each example provide a one-page summary with: 1) project name and location, 2) client name and type, 3) short description, 4) list services provided and notable outcomes or deliverables, and 5) client contact information (name, title, phone number, email address). The response shall be limited to not more than three (3) pages.

4.4 Project Understanding and Approach

4.4.1 Describe the organization's approach to performing the required Scope of Work described herein. Describe the opportunities and constraints involved in the performance of the associated tasks, including how the organization would assess and address conflicts of interest, the likelihood of prior engagement with key clients, the anticipated turn-around time for program development and rollout, the ability to adapt to and reply to time-sensitive matters, ability to attend in-person meetings, general approach to client relationships and privileged information. Provide a detailed discussion of your organization's capacity and key differentiators. Response shall be limited to not more than two (2) pages.

4.5 Value-Added Services

4.5.1 In addition to services described in the scope of work, please outline any additional services your organization can provide. For example, data collection and analysis that can be used to implement other social equity initiatives that have a measurable impact in the City of Kalamazoo. A response shall be limited to not more than two (2) pages.

4.6 Diversity Equity and Inclusion

4.6.1 Please describe all Diversity, Equity, and Inclusion (DEI) vision, goals, priorities, policies, and activities your organization is committed to implementing and realizing. Explain significant outcomes or accomplishments to date. A response shall be limited to not more than two (2) pages.

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 Organization's Experience (15 Points)
5.2 Qualifications/Experience of Key Personnel (20 Points)
5.3 Social Equity Understanding and Approach (15 Points)
5.4 Capacity of Organization (15 Points)
5.5 Ability to Make Meetings/Deadlines (10 Points)
5.6 Location of Performing Office (10 Points)
5.7 Organizational Ability to Exclusively Focus on Social Equity Programming (10 Points)
5.8 Pricing proposal (10 Points)

6. REQUIREMENTS

6.1 Attend Meetings.

6.1.1 Board Meetings. Key Personnel will, at a minimum, attend one board meeting each quarter. The consecutive meetings are held in person on the third Thursday of each month beginning at 7:45 am.

6.1.2 Committee Meetings. Key Personnel may be requested to attend monthly committee meetings of the EDC. These meetings are held virtually and include the Projects & Finance Committee, Cannabis Committee, Executive Committee, and any other committees formed by the board.

6.1.3 Staff Meetings. Key Personnel will have monthly meetings with City Staff as needed.

6.2 Advise Boards and Staff

6.2.1 Prepare materials and draft memoranda to the EDC board for both public meetings and privileged communications in accordance with the Open Meetings Act and other applicable laws.

6.3 Provide Deliverables.

6.3.1 Deliverables will include presentations and/or reports as needed per the EDC.

7. GUIDELINES FOR PROGRAM EXECUTION

7.1 Program Participant Eligibility. Programming and assistance is limited to residents of the Northside, Eastside, and Edison neighborhoods within the City of Kalamazoo, as defined by the following Census Tracts: Eastside: Census Tract 1; Northside: Census Tracts 2.02 and 3; Edison: Census Tracts 9 and 10.

7.2 Use of Funds, Administrative Costs, and Invoicing. Up to $30,000 is available through this procurement for the implementation of Pillar 3.
Funds awarded through this procurement may only be used for eligible Pillar 3 activities identified in Section 3.2 and must be used in accordance with the approved scope of work and budget. No more than 15% of the total annual Social Equity Fund allocation may be used for administrative costs. Respondents must clearly identify administrative costs separately from program and service delivery costs in their proposed budget. Invoices submitted to the City must provide sufficient detail for the City to determine how funds were used and their connection to the approved scope of work. Invoices must itemize the legal services performed, the time billed and applicable rates, third-party costs paid on behalf of participants, and other program expenditures for the applicable billing period rather than billing the City a single lump sum. Participants may be identified by case or participant number rather than by name.

7.3 Outreach and Participant Access. Selected respondents will be responsible for actively conducting outreach to the populations their programming is intended to serve. Outreach and participant recruitment must specifically reach eligible residents within the Northside, Eastside, and Edison neighborhoods. Programs should be designed to minimize unnecessary barriers to participation. Application, intake, documentation, scheduling, and other program requirements should be reasonable and accessible to the populations being served.

GUIDELINES FOR PROGRAM EXECUTION (*cont.*)

7.4 Coordination with City Staff. Selected respondents will work in coordination with City Economic Development staff throughout the contract period, maintaining regular communication regarding program implementation, participation, expenditures, upcoming activities, challenges, and progress toward established measures of success. Significant changes to an approved scope of work, program structure, budget, or use of funds must receive prior approval from the City.

7.5 Tracking and Reporting Requirements. Selected respondents will be responsible for tracking program participation, services provided, use of funds, and outcomes throughout the contract period. At a minimum, respondents will be required to track and report:

7.5.1 Number of participants or businesses served.
7.5.2 Services or assistance provided
7.5.3 Amount and type of financial assistance provided, where applicable
7.5.4 Program expenditures and remaining funds
7.5.5 Progress toward the Measures of Success established for the applicable pillar
7.5.6 Outreach, educational programs, workshops, or other activities conducted
7.5.7 Program outcomes and completed services
7.5.8 Challenges or barriers affecting program delivery

Note: Respondents will be expected to protect confidential or sensitive participant information and provide aggregate information where individual-level information is not necessary for City oversight or reporting.

7.5.9 Monthly Reporting to City Staff: Selected respondents will provide a monthly progress report to City Economic Development staff summarizing program activity, participation, expenditures, progress toward established measures of success, and any challenges or upcoming activities.

7.5.10 Quarterly Reporting to the EDC: Selected respondents will provide a quarterly update to the Economic Development Corporation (EDC) summarizing program performance, use of funds, participation, and outcomes, and may be required to attend an EDC meeting to present the update and answer questions from the Board.

7.5.11 Annual Reporting to the City Commission: At the conclusion of each program year, selected respondents will provide a year-end report summarizing activities completed, total funds expended, participants served, outcomes achieved, and overall progress toward the applicable pillar's measures of success. This information will be used by City staff to provide an annual report on the Marihuana Social Equity Fund to the City Commission.

8. 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 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.

8.1. State an offered not-to-exceed price for the project, keeping in mind that the City budget for this project is up to $30,000. Respondents should identify the direct legal services to be provided, the population to be served, the amount requested, the proposed approach, and anticipated outcomes.

9. SELECTION CRITERIA

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

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

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

City that will detail the specifics of the relationship and include scope of work, compensation, insurance requirements and other matters. If an agreement cannot be reached, the City reserves the

right to render the proposal invalid and may award the contract to another qualified proposer in its sole discretion.

This RFP does not commit the City of Kalamazoo to pay for direct or indirect costs incurred in the preparation and/or presentation of a response. All finalists will pay their own costs incurred in preparing for, traveling to and attending interviews. The City of Kalamazoo reserves the right to accept or reject any or all proposals in part or in its (their) entirety.

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

10. 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.

11. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

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

12. 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.

13. 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.

14. CONFLICT OF INTEREST

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

15. 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.

16. 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)	October 7, 2026
Non-Mandatory Pre-Proposal Meeting	October 15, 2026
Deadline for Written Questions	October 21, 2026
Response to Questions Posted Online (Addendum)	October 28, 2026 (If Necessary)
Proposals Due	November 4, 2026 by 3:00 PM (ET)
Review and Scoring of Proposals	November 9 – 13, 2026
Interviews/Presentations (If Necessary)	November 16 – 20, 2026
Contract Award	TBD
Notice to Proceed	TBD

17. QUESTIONS

Questions regarding the scope of work of this project may be addressed to Erin Hahn, Business Specialist, CPED, at (269) 337-8226, hahnerin@kalamzoocity.org. Questions relative to general proposal requirements may be addressed to Scott Shaffer, Buyer at (269) 337-8444, shaffers@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, at its sole option, the City 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**

INVOICING *(cont.)*

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.

DEFAULT *(cont.)*

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.

Marihuana Social Equity policy

Social Equity Programming-Pillar 3

Bid Reference #: 96128-005.0

October 2026

PURPOSE:

The purpose of this policy is to address the economic impacts of marihuana prohibition and enforcement by expanding access to ownership, capital, and economic opportunity for residents and communities disproportionately impacted by prior marihuana enforcement. This policy applies to all marihuana businesses permitted to operate within the City of Kalamazoo.

SCOPE:

This policy provides social equity incentives for qualifying marihuana businesses and defines the eligible uses of the social equity allocation of local marihuana permit fee revenue and State marihuana excise tax revenue received by the City.

Social equity funding shall be used to support programs, services, and initiatives that produce measurable wealth-building outcomes for residents of the Northside, Eastside, and Edison neighborhoods. Funded activities will focus on expanding access to ownership, supporting the retention and growth of resident-owned assets, facilitating the protection and transfer of assets, and supporting the long-term viability of licensed marihuana businesses operating within the City of Kalamazoo.

POLICY:

A. Fee Reductions

The City marihuana business permit fee required of qualifying social equity individuals and business entities is reduced as follows:

1) A 25% reduction in the City permit fee for a sole proprietor who is a current resident, or a business entity composed of majority (51% or more) ownership by one or more persons who are current residents, of City Census Tracts 1 (Eastside), 9, 10, (Edison), and/or 2.02, 3 (Northside) and who have been residents of these Census Tracts for the 3 years prior to applying for a marihuana business permit.

2) A reduction in the City permit fee for one, but not both, of the following:

   - A 25% reduction in the City permit fee for a current City resident or group of City residents with a marihuana-related misdemeanor conviction or expunged conviction that does not involve distribution of a controlled substance to a minor, who have 51% or more ownership interest in the business, and who has or have resided in the City for the 3 years prior to applying for a marihuana business permit.

- A 40% reduction in the City permit fee for a current City resident or group of current City residents with a marihuana-related felony conviction or expunged conviction that does not involve delivery or distribution of a controlled substance to a minor, who have 51% or more ownership interest in the business, and who has or have resided in the City for the 3 years prior to applying for a marihuana business permit.

3) For individuals and business entities that qualify under section A(1) or A(2), an additional 10% reduction in the City permit fee if a sole proprietor or a member of the business entity holding at least a 10% ownership interest in the business has been a registered primary caregiver for at least 2 years between 2008 and 2017.

B. Zoning Code Exceptions

1) A business entity operating as a marihuana retailer may locate 500 feet from another marihuana retailer in conformity with the City zoning code if:

   - The applicant, or a majority (51% or more) of the applicant-owners is a current City resident within City Census Tracts 1 (Eastside), 9, 10 (Edison), and/or 2.02, 3 (Northside) and have been residents of these Census Tracts for the 3 years prior to applying for a marihuana business permit; or

   - A current City resident or group of City residents with a marihuana-related misdemeanor or felony conviction, that does not involve delivery or distribution of a controlled substance to a minor, and who has 51% or more ownership interest in the business.

2) A business entity operating as a marihuana microbusiness or class A microbusiness may locate 250 feet from another microbusiness or class A microbusiness in conformity with the City zoning code if:

   - An applicant, or a majority (51% or more) of the applicant-owners is a current City resident within City Census Tracts 1 (Eastside), 9, 10 (Edison), and/or 2.02, 3 (Northside) and have been residents of these Census Tracts for the past 3 years prior to applying for a marihuana business permit; or

   - A current City resident or group of City residents with a marihuana-related misdemeanor or felony conviction or expunged marihuana-related conviction that does not involve delivery or distribution of a controlled substance to a minor, and who has 51% or more ownership interest in the business.

C. Use of Funds

1) At least twenty-five (25%) of local marihuana business permit fee revenue and State marihuana excise tax revenue received by the City shall be allocated to programs, services, and initiatives. No more than fifteen percent (15%) of the total annual Social Equity Fund allocation may be used for administrative costs.

   Funded activities shall be aligned with the following pillars:

   a. Access to Capital and Asset Acquisition – up to 35%

   Funds may support programs and initiatives that assist eligible residents in acquiring ownership of appreciating assets.

   Eligible activities may include, but are not limited to:

   - Down payment and closing cost assistance for owner-occupied housing
   - Startup and expansion capital for new businesses
   - Commercial property acquisition assistance
   - Equipment, tools, and infrastructure necessary to establish a business
   - Gap financing and other capital access programs that facilitate business or asset acquisition

   b. Ownership Retention and Growth – up to 30%

   Funds may support programs and initiatives that assist eligible residents in retaining ownership of appreciating assets and increasing the value, productivity, or income generated by those assets.

   Eligible activities may include, but are not limited to:

   - Housing stabilization assistance intended to prevent the loss of owner-occupied housing
   - Business stabilization assistance for resident-owned businesses
   - Programs that connect resident-owned businesses to contracting, procurement, and market opportunities
   - Assistance that supports business expansion, revenue generation, or increased utilization of resident-owned assets
   - Investments that preserve ownership and support the continued productive use of resident-owned assets

c. Asset Protection and Transfer – up to 10%

Funds may support programs and initiatives that protect resident-owned assets and facilitate the preservation and transfer of ownership.

Eligible activities may include, but are not limited to:

- Estate planning services
- Wills and trusts
- Title clearing and heirs' property resolution
- Business succession planning
- Operating agreements and business entity structuring
- Legal services related to asset protection, preservation, or transfer

d. Cannabis Business Retention and Education – up to 25%

Funds may support programs and initiatives that provide cannabis-specific education, information, and industry support services to cannabis businesses operating within the City of Kalamazoo.

Eligible activities may include, but are not limited to:

- Community outreach and education on cannabis health and safety
- Cannabis state and federal policy education
- Educational programming for cannabis business owners and operators
- Information sharing related to regulatory changes and industry developments
- Cannabis industry networking and peer learning opportunities
- Industry meetings, workshops, and events that support knowledge sharing and collaboration among cannabis businesses
- Tuition reimbursement for KVCC cannabis-related courses
- Expungement clinics/assistance for individuals with prior marihuana convictions

D. Compliance with Social Equity Plan

1) Individuals or entities that have received fee reductions and/or reduced separation distance opportunities based on this social equity policy must provide proof of continued eligibility at time of City permit renewal.

   a. If eligible, they will receive fee deductions when renewing their permit.

   b. If no longer eligible

i. They will not receive fee deductions

ii. If the individual or entity took advantage of reduced separation distance opportunities, they would no longer be eligible to operate the business at that location.

2) Existing businesses may submit documentation to apply for social equity fee reductions during the City-permit renewal process.

3) Marihuana businesses seeking renewal of their City-issued permit must provide answers to the following questions:

   a. How many City residents do you currently employ?
   b. How many current employees reside in Census Tracts 1 (Eastside); 9,10 (Edison) and/or 2.02, 3 (Northside)?
   c. What is your plan to employ residents of the identified census tracts?
   d. How many of your employees have prior marihuana-related convictions or expungements (excepting a conviction for delivery or distribution to a minor)?
   e. What is your plan for employees with a prior marihuana conviction to move up within your business and/or the marihuana industry?

4) To be eligible for renewal of the City permit a marihuana business must qualify as a Silver Social Equity All-Star or better with the Michigan Cannabis Regulatory Agency.

EFFECTIVE DATE: August 17, 2026

David Anderson, Mayor

HISTORY:

May 18, 2020	This policy was initially adopted by the City Commission in conjunction with zoning and licensing ordinances authorizing the establishment of adult-use marihuana businesses.
June 1, 2020	The day after the City Commission first adopted this policy, the Michigan Marijuana Regulatory Agency announced changes to its Social Equity Program, effective June 1, 2020. As a result, the City Commission amended this policy to incorporate a 40% reduction in permit fees for a marihuana felony conviction not involving delivery or distribution to a minor.

August 1, 2022	The policy was amended to align it with changes made to the State statutes and administrative rules governing medical and adult-use marijuana businesses and with recent case law.
August 17, 2026	Section C, *Use of Funds*, was amended to establish four new pillars with which funded activities need to be aligned. Also, language was added under Sections A (*Fee Reductions*) and B (*Zoning Code Exceptions*) to clarify that individuals and businesses need to be City residents at the time of applying for Marihuana Business Permits in order to qualify as Social Equity Businesses.