

TRAVERSE CITY DDA
Reestablish Mission, Vision and Create Strategic Planning
Request for Proposals

BACKGROUND:

The Traverse City Downtown Development Authority has worked to improve downtown Traverse City with the goals of halting property value deterioration, increasing property valuation, eliminating the causes of deterioration, and promoting economic growth. The DDA Board wishes to clarify its mission and establish an overall vision, as well as prepare a 1 to 2 year strategic plan. The DDA Board is seeking proposals from qualified consultants to provide assistance with this process.

GENERAL PROJECT SCOPE:

The Traverse City DDA hereby solicits proposals from qualified consultants to provide professional services to assist the DDA Board of Directors establish a new mission, vision and values:

- Meet with staff and key Board members to assess the current state of planning and direction.
- Facilitate meeting with the Board of Directors to draw out a mission, vision and values for the organization.
- Refine mission vision and values and report back to Board for confirmation.
- Prepare and conduct a stakeholder survey based on the new mission, vision and values to evaluate priorities for a strategic plan.
- Report survey results and facilitate development of a strategic plan.

SUBMISSION OF PROPOSALS:

Interested firms must submit four (4) copies of sealed proposals which should include at a minimum the following information:

1. Firm names and introduction.
2. Qualifications of staff to be assigned to this project. Describe where personnel will be physically located while they are engaged in the project. Statement of work breakdown by lead firm and Subconsultants.
3. Examples of experience with similar projects.
4. Narrative in which the firm delineates their understanding of what is being requested by the DDA in this proposal including the items of work they will accomplish for the DDA, noting any work items they may feel should normally be accomplished under or related to this request, but in their opinion are beyond the scope of what is being requested and therefore not part of this proposal.

5. The methodology, approach or work plan, including timelines, which would be used to complete the project.
6. Proposal Sheet with "Not to Exceed" project cost.

Sealed proposals must be submitted to Rob Bacigalupi, 303 East State Street, Suite C Traverse City, Michigan, 49684 no later than 2:00 p.m., March 11, 2010. "Consulting Services to Reestablish Mission, Vision and Create Strategic Plan" shall be clearly marked on the outside of the sealed envelope. Submittals sent by email or telefax will not be accepted. Questions may be addressed to Rob Bacigalupi (231) 922-2050.

EVALUATION OF PROPOSALS:

All proposals received shall be subject to evaluation by the Traverse City DDA. This evaluation will be conducted in the manner appropriate, as may be deemed by the DDA, for the selection of a firm for the purpose of entering into a contract to perform this project. Price alone shall not be the basis for the award of this work, but shall be only one of the components considered. The DDA does not intend to award a contract for this work solely on the basis of any response made to this request. It is anticipated that several firms who present acceptable proposals and who are shown to be qualified, responsible and capable of performing the work may be requested to interview with the DDA prior to any award of this work. The following facts, along with other items, will be considered:

1. The firm's expertise and experience as related to the required work.
2. The firm's understanding of the project scope and quality of the firm's project approach.
3. The cost and time scheduled as proposed.
4. Qualifications and availability of the key staff members proposed to work on this project.
5. Involvement of the firm in similar types of projects, reference responses and quality of work on previous projects.
6. Interview (if applicable)
7. Percentage of work allocation of Prime Consultant and Subconsultants.

INSURANCE:

The Firm is required to provide and maintain at all times during this project the following insurance. Certified copies, setting forth the limits and coverage, shall be furnished to the Deputy Director before commencing with any work. The policy shall contain endorsements stating that a 10-day notice will be given to the DDA prior to termination or any change in the policy and shall describe the project and provide coverage for the following terms:

- A. Motor Vehicle Liability Insurance, including applicable no-fault coverage, combined single limit bodily injury and property damage shall be maintained during the life of the contract. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- B. Workers Compensation Insurance, including Employers' Liability Coverage in accordance with all applicable statutes of the State of Michigan.
- C. If any of the insurance is canceled, the Firm shall cease operations, and shall not resume until new insurance is obtained.

SUPPLEMENTAL INFORMATION AND REQUIREMENTS:

The Traverse City DDA reserves the right to waive any informality or defect in any proposal, to accept any proposal or parts thereof or to reject any or all proposals, should it deem it to be in the best interest of the Traverse City DDA to do so. The DDA reserves the right to revise the contents of the proposal and to negotiate all aspects of this proposal and any future agreement with the successful firm of the DDA's choice. The DDA further accepts no responsibility for expenses which may be incurred in the preparation of such proposals. The selected firm shall be expected to comply with all applicable State and Federal laws in the performance of services. Submittals to the City are considered public information. The DDA has the right to disclose information contained in the submittals. The DDA further reserves the right to photocopy, circulate or otherwise distribute any material submitted in response to the Request for Proposal (R.F.P.). Original materials which the consultant may wish returned shall be clearly marked to be returned to them.

The selection of the successful firm shall be made without regard to race, color, sex, age, religion, sexual preferences, handicap, political affiliation, veteran status, or national origin. The DDA is an Equal Opportunity Employer.

The selected Firm will be required to enter into a consultant agreement for this project. A sample contract is attached as Attachment C.

Any questions regarding this request for proposal shall be submitted in writing to the Traverse City DDA at least seven (7) days prior to the deadline for submitting the request for proposal. Written answers to questions, which in the opinion of the City may change or substantially clarify the request for proposal, will be submitted to all prospective firms.

PROPOSAL SHEET

TITLE: REQUEST FOR PROPOSAL: REESTABLISH MISSION, VISION AND
CREATE STRATEGIC PLAN

DUE DATE: 2:00 p.m., Thursday, March 11, 2010

Having carefully examined the attached R.F.P. addendums, and any other applicable information, the undersigned proposes to furnish all items necessary for and reasonably incidental to the proper completion of this proposal.

The undersigned submits this proposal and agrees to meet or exceed all requirements and specifications listed on the R.F.P., unless otherwise indicated in writing and attached hereto.

The undersigned certifies, as of the date of this proposal, not to be in arrears to the City of Traverse City for debt or contract or is in any way a defaulter as provided for in Section 152, Chapter XVI of the Charter of the City of Traverse City.

The undersigned understands and agrees, if selected to be awarded this work, to enter into a Consultant agreement with the DDA to supply this work.

The undersigned understands that the City reserves the right to accept any or all proposals in whole or in part and to waive irregularities in any proposal in the interest of the DDA. The Proposal will be evaluated and awarded on the basis of best value to the DDA. Criteria used, but not limited to, will be price, accessories, options and overall capability to meet the needs of the DDA.

The undersigned agrees that the proposal may not be withdrawn for a period of 60 days from the actual date of the opening of proposals.

General Services \$ _____

Not to Exceed Project Cost \$ _____

Submitted by:

(Signature)

(Name & Title - print)

(Company Name)

(Company Address)

(Telephone Number)

(City, State, Zip Code)

ATTACHMENT C
SAMPLE CONSULTANT AGREEMENT

DDA OF TRAVERSE DDA
CONSULTANT AGREEMENT

THIS AGREEMENT made this _____ day of _____, 2010, by and between the TRAVERSE CITY DDA, a Michigan municipal corporation, of 303 East State Street, Suite C, Michigan, 49684, (the "DDA"), and _____, a (sole proprietorship, partnership, corporation) of _____, (if a corporation, state of incorporation) (the "CONSULTANT");

WHEREAS, the DDA desires to engage the services of the Consultant to furnish technical and professional assistance concerning the project which is described as:

and the Consultant wishes to furnish such technical and professional service to the DDA and has represented that Consultant has the education, expertise, capability and the necessary licenses to perform such services;

THEREFORE, the parties mutually agree as follows:

1. Scope of Services. The Consultant shall provide services in accordance with and as set forth in Attachment A, "Scope of Services", attached hereto and incorporated herein by reference.

2. Compensation and Method of Payment. The DDA shall pay to the Consultant and the Consultant agrees to accept as full compensation for services under this Agreement the total sum not to exceed _____ (\$_____) in accordance with Attachment "B" attached hereto and incorporated herein by reference.

3. Period of Performance. The services to be rendered under this Agreement shall commence within _____ working days of execution hereof. Performance shall be in accordance with the schedules attached hereto.

4. Independent Contractor. The relationship of the Consultant to the DDA is that of an independent contractor and in accordance therewith, Consultant covenants and agrees to conduct itself consistent with such status and that neither it nor its employees, officers or agents will claim to be an officer, employee or agent of the DDA or make any claim, demand or application to or for any rights or privileges applicable to any officer or employee of same, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit. The parties do not intend the services provided by Consultant to be a joint endeavor.

5. Consultant Responsibility. The Consultant shall perform the work in a good and workmanlike manner and assumes the risk in performing under this Agreement. Consultant shall

be solely responsible and answerable in damages for all improper work, accidents or injuries to person or property.

6. Indemnity. Consultant shall defend, indemnify and save harmless the DDA, its officers, agents and employees from and against any and all claims, liabilities, losses, damages, actual attorney fees and settlement expenses arising from bodily injury or death of any persons and damage or loss of any property resulting or arising out of or in connection with the performance of any work relating to this contract based upon any act, omission, or negligence of Consultant or its employees, agents, servants, {subcontractors}, or any other person or persons, including but not limited to the DDA, its agents, officers, or employees. The Consultant shall not be obligated to indemnify the DDA for the DDA's own negligence. This indemnification agreement shall not be limited by reason of insurance coverage of any type. This provision is not intended to waive the defense of governmental immunity that may be asserted by the DDA in an action against it.

7. Insurance. The Consultant shall acquire and maintain comprehensive general liability insurance coverage in the amount of \$1,000,000 minimum, listing the DDA as an additional insured. The Consultant shall also acquire and maintain professional liability insurance coverage in the amount of \$1,000,000 minimum. The Consultant agrees not to change and agrees to maintain such insurance throughout the period of performance of this Agreement. Consultant will upon execution of this Agreement provide a certificate of insurance to the DDA Clerk.

8. Workers Compensation. The parties shall maintain suitable workers compensation insurance pursuant to Michigan law and Consultant shall provide a certificate of insurance or copy of state approval for self insurance to the DDA Clerk upon execution of this Agreement.

9. Compliance with Regulations. The Consultant shall comply with all applicable statutes, rules and regulations of all Federal, State and local governments and agencies having jurisdiction, and bears the risk of any such authorities or changes thereto.

10. Standard of Conduct. Consultant shall render all services under this Agreement according to generally accepted professional practices for the intended use of the work or project.

11. DDA's Obligation. The DDA shall provide Consultant with all information currently available to the DDA upon request of the Consultant. The DDA Manager shall designate a DDA employee to be the DDA's representative for purposes of this Agreement.

12. Non-Discrimination. The parties agree not to discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color,

religion, national origin, age, sex, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this Agreement.

13. Prohibition Against Assignment. This Agreement is intended to secure the service of Consultant because of its ability and reputation and none of the Consultant's duties under the Agreement shall be assigned, subcontracted, or transferred without the prior written

consent of the DDA Manager. Any assignment, subcontract or transfer of Consultant's duties under this Agreement must be in writing.

14. Third Party Participation. The Consultant agrees that despite any subcontract entered into by the Consultant for execution of activities or provision of services related to the completion of this project, the Consultant shall be solely responsible for carrying out the project pursuant to this Agreement. The Consultant shall specify in any such subcontract that the subcontractor shall be bound by this Agreement and any other requirements applicable to the Consultant in the conduct of the project unless the DDA Manager and the Consultant agree to modification in a particular case. The Consultant shall not subcontract unless agreed upon in writing by the DDA.

15. Third Party Beneficiaries. This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

16. Interest of Consultant. The Consultant represents that its officers and employees have no interest and covenant that they will not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of Consultant's services and duties hereunder. The Consultant further covenants that in the performance of the Agreement, no person having any such interest shall be employed. Consultant further covenants that neither it nor any of its principals are in default to the DDA.

17. Covenant Against Contingent Fees. The Consultant warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon any agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees. For breach of violation of this warranty, the DDA shall have the right to annul this Agreement without liability, or in its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

18. Qualifications of the Consultant. The Consultant specifically represents and agrees that its officers, employees, agents and Consultants have and shall possess the experience, knowledge, and competence necessary to qualify them individually for the particular duties they perform hereunder.

19. Notice. Whenever it is provided in this Agreement that a notice or other communication is to be given or directed to either party, the same shall be given or directed to the respective party at its address as specified in the Agreement, or at such other address as either party may, from time to time, designate by written notice to the other.

20. Amendments. This Agreement may be modified from time to time, but such modifications shall be in writing and signed by both parties.

21. Termination.

A. For Fault. If the DDA Manager determines that the Consultant has failed to perform or will fail to perform all or any part of the services, obligations, or duties required by this Agreement, the DDA Manager may terminate or suspend this Agreement in whole or in part upon written notice to the Consultant specifying the portions of the Agreement and in the case of suspension shall specify a reasonable period not more than thirty (30) days nor less than fifteen (15) days from receipt of the notice, during which time the Consultant shall correct the violations referred to in the notice. If the Consultant does not correct the violations during the period provided for in the notice, this Agreement shall be terminated upon expiration of such time. Upon termination, any payment due the Consultant at time of termination may be adjusted to cover any additional costs occasioned the DDA by reason of the termination. This provision for termination shall not limit or modify any other right to the DDA to proceed against the Consultant at law or under the terms of this Agreement.

B. Not for Fault. Whenever the DDA Manager determines that termination of this Agreement in whole or in part is in the best interest of the DDA or in the event that termination is required by any State or Federal agency, the DDA Manager may terminate this Agreement by written notice to the Consultant specifying the services terminated and the effective date of such termination. Upon termination, the Consultant shall be entitled to and the DDA shall pay the costs actually incurred in compliance with this Agreement until the date of such termination plus any costs the Consultant incurs directly resulting from such termination.

22. Force Majeure. If because of Force Majeure, either party is unable to carry out any of its obligations under this agreement, (other than obligations of such party to pay or expend money for or in connection with the performance of this Agreement, and if such party promptly gives to the other party concerned written notice of such force majeure, then the obligations of the party giving such notice will be suspended to the extent made necessary by such force majeure and during its continuance, provided the effect of such force majeure is eliminated insofar as possible with all reasonable dispatch. "Force Majeure" means unforeseeable events beyond a party's reasonable control and without such party's fault or negligence, including, but not limited to, acts of God, acts of public enemy, acts of the federal government, acts of another party to this agreement, fire, flood, inclement weather, epidemic, quarantine restrictions, strikes and embargoes, labor disturbances, the unavailability of raw materials, legislation, charter amendments or referendum, orders or acts of civil or military authority, injunctions, or other causes of a similar nature which wholly or substantially prevent

performance. If the suspension of work lasts for more than 30 days, the DDA may terminate this agreement.

23. Interpretation. This Agreement shall be governed by the laws of the State of Michigan, both as to interpretation and performance. This Agreement was drafted at the joint direction of the parties. The pronouns and relative words used herein are written in the neuter and singular. However, if more than one person or entity joins in this Agreement on behalf of Consultant, or if a person of masculine or feminine gender joins in this Agreement on behalf of Consultant, such words shall be interpreted to be in the plural, masculine or feminine as the sense requires.

24. Venue. Any and all suits for any and every breach of this Agreement may be instituted and maintained in any court of competent jurisdiction in the County of Grand Traverse, State of Michigan.

25. Dispute Resolution. If any party has a dispute with another regarding the meaning, operation, or enforcement of any provision of this Agreement, the disputing parties agree to meet and confer to negotiate a resolution of the dispute. They further agree as follows:

A. Mediation. If they are unable to resolve the dispute themselves and before formally instituting any other dispute mechanism, they shall utilize the services of a mutually acceptable neutral mediator, who meets the qualifications of MCR 2.4111, to bring them together in at least one mediation session.

B. Arbitration. If they are unable to resolve the dispute through mediation, it shall be decided by final and binding arbitration according to the rules and procedures of Arbitration Services of Northern Michigan. Judgment upon the award rendered by the arbitrator may be entered in Circuit Court.

C. Venue. All meetings, hearings and actions to resolve the dispute shall be in Grand Traverse County.

D. Notice. Written notice of a claim shall be given to the other party not later than 90 days after the occurrence giving rise to the dispute becomes known or should have become known. Negotiations and mediation shall occur within 60 days after such notice. Unless a longer time is agreed upon, arbitration must be demanded within 120 days after such notice and, if not, the claim is deemed waived. Arbitration must be demanded within this time limit even if negotiation or mediation has not occurred, but the arbitrator must direct the parties to mediation before issuing an award.

26. Entire Agreement. This Agreement, together with all items incorporated herein by reference, constitutes the entire agreement of the parties and there are no valid promises, conditions or understandings which are not contained herein. It is understood that should

Consultant recommend further work concerning the project, the DDA is under no obligation to engage Consultant in such work.

27. Authority to Execute. The parties agree that the signatories appearing below have the authority and are duly authorized to execute this Agreement on behalf of the party to the Agreement.

28. Reuse of Documents. All documents and electronic files delivered to the DDA are instruments of service in respect of the Project. Nevertheless, all documents and electronic files delivered to the DDA shall become property of the DDA upon completion of the work and payment in full of all monies due the CONSULTANT. Copies of the DDA-furnished data that may be relied upon by CONSULTANT are limited to the printed copies (also known as hard copies) that are delivered to the CONSULTANT. Files on electronic media of text, data or graphics or of other types that are furnished by the DDA to CONSULTANT are only for convenience of CONSULTANT. Any conclusion of information obtained or derived from such electronic files will be at the user's sole risk. Economic benefit to the DDA for having these files is predicated on the files being media form, software release number and hardware operating system number as utilized by the CONSULTANT. Copies of Documents that may be relied upon by the DDA are limited to the printed copies (also known as hard copies) that are signed or sealed by the CONSULTANT. Files on electronic media of text, data or graphics or of other types that are furnished by CONSULTANT to the DDA are only for convenience of the DDA. Any conclusions or information obtained or derived from such electronic files will be at the user's sole risk. Electronic file copies of drawings will not contain the CONSULTANT's seal or the identification of the CONSULTANT in the title block.

29. Freedom of Information Act. Consultant acknowledges that the DDA may be required from time to time to release records in its possession by law. The Consultant hereby gives permission to the DDA to release any records or materials received by the DDA as it may be requested to do so as permitted by the Freedom of Information Act, MCL 15.231 et seq. Provided, however, that Consultant shall not be held liable for any reuse of the documents prepared by Consultant under this Agreement for purposes other than anticipated herein.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and year first above written.

WITNESSES:

DDA OF TRAVERSE DDA

By _____
Bob Burian, Chairman

By _____
Ross Biederman, Secretary

CONSULTANT

By _____
Signature

Name and Title (print or type)

APPROVED AS TO SUBSTANCE:

Rob Bacigalupi
DDA Executive Director

APPROVED AS TO FORM:

Karrie A. Zeits
DDA Attorney

ATTACHMENT A
SCOPE OF SERVICES

[Specifications and Firm's proposal inserted here]

ATTACHMENT B
SCHEDULE OF PAYMENTS

Payments will be made to the Firm as follows:

The DDA shall pay to the Firm and Firm agrees to accept as full compensation for services under this Agreement the total sum not to exceed _____ (\$_____).

TIMETABLE FOR ACTIVITIES

The services to be rendered under this Agreement shall commence within _____ working days of execution hereof and is anticipated to be completed by _____, 2010.