



REQUEST FOR PROPOSAL

MASTER PLAN EVALUATION AND UPDATE

Issue date:

Monday, October 22, 2018

RFP due date and time:

Tuesday, November 13, 2018 at 1:00 p.m.

Contact Information:

Cynthia J. Bryan, Clerk
Charter Township of Vienna
3400 W. Vienna Road
Clio, MI 48420
Email: cbryan@viennatwp.com

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SECTION 1. INTRODUCTION

The Charter Township of Vienna, also referred to in this document as Vienna Township, is located in Mid-Michigan off I-75 about halfway between Flint and Saginaw. The Township offers the finest in country lifestyle living from safe, quiet housing to shopping to schools to entertainment, Vienna Township has it all.

SECTION 2. SCOPE OF WORK

I. INTRODUCTION

The Charter Township of Vienna is soliciting proposals for professional consulting services to assist the Vienna Township Planning Commission in assessing the need to update, amend or re-approve the existing 2002 Master Plan. After the assessment is completed and if it is determined the Master Plan needs updating or amending, the selected consultant will be ask to assist in this process. If updated, the plan will serve as a guide, at a minimum, in considering policy changes, land use planning, budget preparation and capital improvement planning for the Charter Township of Vienna's future. It is anticipated that work will begin during the 4th quarter of 2018 and if updated, the finished product will be ready for adoption by the Vienna Township Board, also referred to in this document as the Board, at a public hearing by the 1st quarter of 2020 or sooner.

Vienna Township makes no representations, warranties or agreements with respect to this RFP. In addition, Vienna Township makes no commitment to purchase any products or services or take any other action, including but not limited to, awarding a contract to the individual/firm submitting the most qualified responsive proposal. Vienna Township reserves the right to amend or cancel this RFP at any time for any or no reason. All amendments to this RFP shall be in writing.

Interested parties are encouraged to submit complete proposals, including proposed cost for both the Assessment Phase and Update Phase in a separate sealed envelope, no later than 1:00 pm on Tuesday, November 13, 2018, to:

Cynthia J. Bryan, Clerk
Charter Township of Vienna
3400 W. Vienna Road
Clio, Michigan 48420

Finalists may be invited to review their proposals in a meeting with the Vienna Township Planning Commission and possibly the full Township Board.

II. PROJECT SCHEDULE

It is expected that the project will begin in the 4th quarter of 2018, and if the Plan is updated, be completed by the 1st quarter of 2020 or sooner. With on-going project activities occurring over the course of the project, respondents are asked to provide in their proposal a timeline for completion of the initial assessment and a timeline for the Master Plan update, if required.

III. COMMUNITY CONTEXT

The Charter Township of Vienna is located in north-central Genesee County, about five miles north of the City of Flint and fifteen miles south of the City of Saginaw. The Township was established in 1837 and covers an area approximately 35 square miles. The 2010 U.S. Census revealed the Township's population to be 13,255. Unlike some neighboring communities, Vienna Township still offers substantial areas of undeveloped land for future commercial, industrial, and residential development. The 2019 Master Plan is viewed as critical in guiding future development, particularly given the fact it is fifteen years old and the following has occurred since the completion of the 2002 Master Plan:

- The continued expansion and prosperity of the Birch Run exit which is five miles to the north of Vienna Township.
- Major changes in the global/national/regional economic climate which could affect land use and development decisions.
- Major changes in social/political attitudes which will affect land use and development demands.
- The challenges presented by inventory of vacant, under-utilized, and/or possibly outdated commercial facilities.
- The increase in persons over the age of 60 living in Vienna Township.
- The increased responsibilities for environmental compliance on matters such as storm water management, water quality protection, etc.
- The potential changes in workplace activities, such as "telecommuting".

If it is determined that the Master Plan requires updating, it is expected that each of the above considerations, at a minimum, will need to be factored into the discussions that will determine the recommendations for each of the master plan elements noted below. Although the "development landscape" is shifting, Vienna Township remains uniquely poised to take advantage of the opportunities presented by these changes. Master planning services are expected to include analysis, consultation, and recommendations regarding alternative land use and development strategies to maximize desired benefits and minimize negative impacts of growth. As such, the Consultant is expected to bring a broad range of experience and technical talent to the process. In addition, the Consultant is expected to provide competent policy consultation to the Township throughout the Master Planning process and coordinate activities with any applicable appropriate local, regional and State agencies.

IV. OVERALL SCOPE OF SERVICE

The Consultant is expected to provide all information required by The Michigan Planning Enabling Act (MPEA).

The Consultant shall include in the proposal any tasks and services deemed necessary to satisfactorily complete the project.

A. PHASE I – Assessment

This phase is the initial assessment of the 2002 Master Plan for Vienna Township. The selected Consultant shall perform a thorough evaluation of the existing Master Plan, which may include input from the Community, Elected and Appointed individuals, Social Groups, Organizations and Businesses. Work performed should be sufficient for the Consultant to make a recommendation, by means of a written report with supporting documentation to the Planning Commission, in regards to the existing Master Plan and the direction the Township should take next. If it is the recommendation of the Consultant to update or amend the Master Plan and approval is recommended by the Planning Commission to the Township Board, Phase II as described below will commence upon the Township Board approval.

B. PHASE II - Required Scope - Master Plan Preparation

1. Executive Summary** – Provide an Executive Summary of the 2019 Master Plan Update – including a summary of recommendations for each of the included master plan elements.
2. Vision Statement(s) – Provide a section which provides the Vision for the 2019 Master Plan Update, which articulates the desires of the Township and its citizenry, and which will provide the guiding principles and priorities for the Plan's implementation. The Vision shall direct all other sections of the Master Plan.
3. Land Use**
 - i. Provide existing land use map, narrative, and analysis;
 - ii. Analyze existing land use patterns and regulations against future expectations to determine Vienna Township's strengths, weaknesses, opportunities, and threats;
 - iii. Provide future land use map, narrative, and analysis.
4. Transportation** – Provide a full study (inventory, analysis, and recommendations) regarding Vienna Township's transportation system (for people, freight, and information), including but not limited to:
 - i. Roadway (vehicular) network (including consideration of the State's Highway Plan);
 - ii. Alternative/Non-Vehicular (pedestrian, bicycle, other) transportation networks;
 - iii. Mass/public transit alternatives;

- iv. Analysis of strengths/weaknesses/opportunities/threats present that effect potential to capitalize on air, rail, information technology alternatives;
 - v. Analysis of local/regional/state integration and Vienna Township's competitive position.
5. Community Facilities** - Provide a study (inventory, analysis, and recommendations) of Vienna Township's community facilities, including but not limited to measure(s) of use, and ability to service populations of existing and future land use plans.
 6. Economic Development** - Provide a full analysis of the Township's economy, including but not limited to:
 - i. Examine the existing economic base and contrast to current/projected economic conditions;
 - ii. Examine and assess Vienna Township's current and projected labor force and employment position within the region – and identify strengths, weaknesses, and opportunities for future action.
 7. Natural Resources** – If applicable, identify critical and sensitive natural resources and areas, along with strategies for their protection and preservation in the course of future development to include water resources management and protection plan.
 - a. Natural Hazards Section – Identify and assess natural hazards that may cause a threat to the Vision of the Master Plan, along with strategies for avoidance/mitigation of such hazards in the course of future development.
 8. Recreation** – Inventory and assess existing facilities and resources. Identify strategies to provide for existing and future demands.
 9. Utility and Public Services** – Identify and assess all existing public and private utilities which serve the Township and recommend strategies for addressing future demands.
 10. Cultural and Historic Resources** - Identify and assess existing resources, and recommend strategies for their preservation and protection against adverse impacts from other/future land uses and developments.
 11. Regional Concerns – Identify and analyze areas or issues of “significant regional concern”, highlighting the nature of the concern or conflict, and suggesting possible solutions (or alternative means for resolving).
 12. Community Design – Identify and assess positive physical attributes of Vienna Township, and outline the design goals and policies necessary to guide future public and private development.
 13. Housing** - Provide a full study (inventory, assessment, recommendation) of the Township's housing market, stock, and conditions, and recommend strategies to address future housing needs (including regional need if necessary) for all age/income levels, and including workforce housing.
 14. Implementation – Provide a strategy (including a suggested action program that generally describes the actions, time frames,

responsibilities, and procedures) necessary for implementing the vision of the Master Plan.

15. Energy Section – Identify the possible energy issues that could affect Vienna Township (wind and solar power, LEEDS, geo-thermal, etc.) and recommend actions necessary to develop more “sustainable” future land uses and energy resources.
16. Other topic areas as deemed appropriate by the consultant and/or the Planning Commission.

SUGGESTED SCOPE – Consultant Flexibility Encouraged

The Planning Commission recognizes that the possibility could exist that constraints imposed on the schedule and budget by Vienna Township may affect the Consultant’s ability to deliver the full scope of services outlined above. Therefore, the Board suggests the following priorities to Consultants, in fashioning their response to this solicitation:

Phase II – Required Master Plan Elements

- 1) Vision Statement (see #2, above)
 - a. Statements articulating the desires of Vienna Township and its citizenry;
 - b. Guiding principles and priorities regarding the Plan’s implementation.
- 2) Land Use Section (including Future Land Use)
 - a. Translation of Vision statements into physical terms/goals;
 - b. Analysis of existing conditions and presentation of Future Land Use recommendations (based on certain studies of population, economic activity, and natural/historic/cultural resources).

All Remaining Master Plan Elements

The Board solicits and encourages input from the Consultant regarding the most appropriate way to “package” the remaining elements of the Total Scope as presented above. To encourage maximum consultant flexibility in responding, the Board requires no particular priority or sequence for fulfilling the remaining obligations of the Total Scope. Rather, the Board respects the experience and expertise of the respondents, and is interested in hearing and discussing the individual respondent’s Proposal(s) for accomplishing the Total Scope within the schedule and possible budget constraints.

V. PUBLIC PARTICIPATION

Public participation is vital to the success of the Master Plan Update. It is anticipated that a citizen committee will be created to provide input and review specific chapters/elements of the Master Plan. However, the Board is open to suggestions from the Consultant as to the manner in which public input can be encouraged and incorporated into the project – such as, the use of various emerging social media channels and techniques. In any event, it is expected that numerous public

meetings/hearings will be conducted in the course of the formulation of the final Plan, and that posting of interim and final drafts will be made on the Township's web site. The Consultant will also be responsible for making presentations to community service and social clubs, as appropriate. It is also expected that one or more formal public presentations will be required of the Consultant, prior to the adoption of the final Plan. Respondents are encouraged to include in their response their recommended methods for soliciting and incorporating public input into the Master Plan Update process, based upon their experience in the field.

VI. VIENNA TOWNSHIP STAFF INVOLVEMENT

While the Planning Commission members will be closely involved with preparation of the Master Plan, existing work commitments preclude them from spending substantial time conducting research, writing documents and staffing meetings. It is essential that the Consultant be able to dedicate the time and staff needed to conduct these tasks independently and to lead the Master Plan project. Consultant proposals should therefore include a description of what, if any, Township assistance will be expected or requested in the course of completing the proposed project.

VII. PROPOSAL SUBMISSION

All responses to this RFP must be received in a sealed envelope and clearly marked "VIENNA TOWNSHIP MASTER PLAN PROPOSAL" by 1:00 pm, on Tuesday, November 13, 2018 to be eligible for consideration. Proposals shall be submitted to:

Vienna Township
ATTN: Cynthia J. Bryan
3400 W. Vienna Road
Clio, Michigan 48420

Please submit one (1) Original and three (3) copies of the RFP response and one (1) PDF version on DVD, CD or thumb drive.

VIII. REVISIONS TO THE REQUEST FOR PROPOSAL

If it becomes necessary to revise any part of the RFP, an addendum will be posted on the Township website www.viennatwp.com, it will be the Proposers responsibility to check the website for any addendum posted and indicate on the outside of the sealed envelope that the addendum and number of addendum was received.

IX. LIMITATIONS OF LIABILITY

The Charter Township of Vienna assumes no responsibility or liability for costs incurred by Proposers in responding to this RFP or in responding to any further request for interviews, additional data, etc.

X. MATERIALS AND DELIVERABLES

The Consultant will be responsible for providing all necessary materials including drafts of the Master Plan at any meetings and workshops necessary in the course of this project. Electronic distribution of materials, or posting of materials to the Township's web site, is encouraged, provided that the method(s) for such distribution are approved by the Planning and Township Board in advance. The Consultant shall provide the Township with twelve (12) hard copies, one (1) PDF version, and one (1) editable version of all final documents and maps. The software packages and file formats to be used will be agreed to prior to any work being produced. Maps should be developed for easy integration into the Township/Genesee County GIS which is Connect Explorer Based. The Township will be responsible for disseminating copies of the final Master Plan Update after its adoption by the Board. Please include in your cost proposal, the cost for additional Master Plan hard copies.

XI. PROPOSAL PREPARATION

In order to facilitate evaluation of the proposals, interested parties are instructed to be concise and to follow the outline below in responding. Proposals that do not follow the outline, or do not contain the required information, may be considered as unresponsive proposals. Additional detailed information may be annexed to the proposal.

XII. FORMAT FOR PROPOSALS

Proposers are requested to be concise and proposals should include, in order, the following:

- A.** Letter of Interest/Transmittal;
- B.** Executive Summary of the proposal, including the firm's particular perspective on the master planning process and the intended utility of the final planning documents;
- C.** Brief organizational profile, including background and experience of the firm;
- D.** Previous project summaries, including reference contact information, for a minimum of three (3) projects which are similar in scope and nature to the project described herein, and which demonstrate the firm's ability to complete the project as described. (The Township reserves the right to contact any references provided herein or otherwise obtained);
- E.** Proposed Operation Plan and potential Project Schedule including an explanation/discussion of technical approaches and a detailed outline of the proposed services for executing the requirements of the Proposed Scope of Services (please note that the final master plan document as well as all maps and supporting information is

expected to be delivered in both hard copy and electronic format). The Operation Plan should include a timeline of project activities (for both phases), a general schedule and description for all deliverables, and a general description and schedule of intended meetings both with the public and the Planning Commission and or Township Board;

F. Overview of project management including:

- i. Project organizational chart including key staff to be assigned, including name(s) and qualification(s) of the firm's principal(s) and/or project manager(s) to be assigned to coordinate and manage the project and name(s) and qualification(s) of all other project personnel proposed to be assigned to the project;
- ii. Location of office from which the management of the project will be performed;
- iii. If the firm is proposing the use of sub-contractors for specialized consulting services (such as traffic engineering/analysis, environmental assessments, or similar services) the firm should identify the intended sub-contractors and provide comparable statement(s) of qualification(s) for each such sub-contractor;
- iv. Summary/matrix of key project personnel's shared project experience;
- v. A statement or description of the extent of the Consultant's expectations regarding Vienna Township's involvement and participation throughout the project.

G. Cost information (by phase) including a matrix for the project, showing anticipated hours by classification (i.e. Principal, Project Manager, etc.) for the tasks identified in the proposal, costs for additional hard copy Master Plans. A schedule of billing rates by classification, etc. is also desired, along with an itemization of any additional costs not included in the proposal for which the Township may be billed. Cost information must be sealed in a separate envelope;

H. Appendices: Resumes of person(s) who will be performing the work, and any such additional information that the Consultant believes will be useful to the Township's review of the proposal.

XIII. SIGNATURE / CERTIFICATION

The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period from opening. The proposal shall also provide the following information: name, title, address and telephone number of the individual(s) with authority to contractually bind the company and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

XIV. RIGHT TO REJECT PROPOSALS AND WAIVE REQUIREMENTS

The Charter Township of Vienna reserves the right to:

- 1) Retain all copies of the Proposals submitted;
- 2) Evaluate submitted Proposals according to criteria that yield the most qualified and capable consultant to assist the Planning Commission in the sole discretion of the Commission;
- 3) Accept Proposals from those consultants it deems most qualified and predisposed to support the Township's unique interests throughout the project;

- 4) Reject any/all firms or proposals; and
- 5) Waive, or otherwise modify, any of the requirements detailed in this document.

XV. PROPOSAL EVALUATION AND SELECTION

The Township Planning Commission, along with the selection subcommittee of the Planning Commission will evaluate each proposal based on the documentation requested herein, utilizing criteria, which includes, but is not necessarily limited to or in the order of, the following:

- A. The proposal's responsiveness to the RFP (format, capabilities, work program, approach, clarity, ability to meet proposed schedule, etc.);
- B. Apparent specialized experience and technical competence of the firm and its personnel in the required disciplines, including a thorough knowledge of the legal, federal, state and local land use statutes and regulations;
- C. The qualifications and experience of personnel committed to the project;
- D. The proposal's unique ideas or creativity shown.
- E. Cost

Submissions will be evaluated against the Township's interest and needs; and a "short list" of Consultants may be invited for an interview with the Planning Commission and or Township Board. Following the interviews, if applicable, Planning will determine the selected Consultant(s). The Planning Commission reserves the right to request additional clarifying information from any Consultant, to the extent that it is needed to aid in the final selection. The Planning Commission and Township Board desires to have the final Consultant selection completed by the 4th quarter of 2018.

XVI. ADDITIONAL REFERENCES

The following References and Resources will be provided to aid interested parties in responding to this solicitation. For access to these resources to gain additional information and/or answer questions, please contact Cynthia J. Bryan, Clerk at the Charter Township of Vienna at (810) 686-7580 or by email at cbryan@viennatwp.com .

- 1) Charter Township of Vienna Master Plan 2002
- 2) Clio Area Five Year Parks and Recreation Plan 2013 - 2018
- 3) Charter Township of Vienna Zoning Ordinance 2005
- 4) Charter Township of Vienna Business Development District Development Plan 2007
- 5) Charter Township of Vienna Business Development Area Design Review Guidelines 2001
- 6) Clio Area Vision 2020

SCHEDULE

It is expected that the project will begin in the 4th quarter of 2018, and if the Plan is updated, be completed by the 1st quarter of 2020 or sooner. With on-going project activities occurring over the course of the project, respondents are ask to provide in their proposal a timeline for completion of the initial assessment and a timeline for the Master Plan update if required.

VIENNA TOWNSHIP CONTACTS

Any contractual issues that arise during the performance of this contract shall be directed to either Joseph A. Rizk, Township Supervisor or Cynthia J. Bryan, Township Clerk at (810) 686-7580 or by email at jrizk@viennatwp.com or cbryan@viennatwp.com.

MINIMUM REQUIREMENTS FOR PRICING

Proposer shall provide a firm fixed price for the performance of this contract as detailed in the Scope of Work. Price shall include all costs associated with this project as outlined in this document. All transportation and daily expenses are the responsibility of the Proposer and shall not be included in the price of this contract or be eligible for reimbursement by Vienna Township. Cost information (by phase) including a matrix for the project, showing anticipated hours by classification (i.e. Principal, Project Manager, etc.) for the tasks identified in the proposal, costs for additional hard copy Master Plans. A schedule of billing rates by classification, etc. is also desired, along with an itemization of any additional costs not included in the proposal for which the Township may be billed. Cost information must be sealed in a separate envelope.

Prices quoted shall be a firm fixed price from date of contract. Any contract or price revisions shall be based on industry price changes and supported by adequate detail to document same. Any cost revisions shall not be allowed or implemented without prior consent of Vienna Township.

SECTION 3. PROPOSAL SUBMISSION

SUBMISSION OF PROPOSALS

Sealed proposals must be received by the Charter Township of Vienna, 3400 W. Vienna Rd., Clio, Michigan 48420 on or before 1:00 P.M., Tuesday, November 13, 2018. Proposals submitted by facsimile or email will not be accepted. Sealed envelopes containing the proposal response, including the cost proposal in a separate sealed envelope, must be labeled with the proposal name, due date and your firm's name. **Submit one (1) original and three (3) additional copies of the proposal, and one Adobe PDF or Word electronic version of your proposal on CD, DVD or USB Flash Drive.** The original proposal must be marked "**ORIGINAL**". Any electronic altering of this proposal document shall be grounds for rejection of your proposal submission. All proposals become the property of Vienna Township. Vienna Township will not photocopy your proposal documents for the purpose of complying with this provision requiring duplicate copies. Failure to provide the required number of complete duplicate copies may result in rejection of your proposal. Proposals received in response to this RFP shall be considered received at the time actually received by the addressee or designated agent. **Late proposals shall not be considered.**

Vienna Township reserves the right to waive any informality in the Request for Proposal; to reject any or all proposals; and to make any award which it considers to be in the best interest of the Township. Vienna Township reserves the right to use whatever reasonable and prudent evaluation techniques it deems appropriate.

No proposal may be withdrawn for a period of ninety (90) days after submission. Any questions or request for clarification regarding this Request for Proposal must be presented by Thursday, November 1, 2018 and addressed to:

Cynthia J. Bryan, Clerk

E-mail: cbryan@viennatwp.com

Vienna Township will consider no telephone inquiries regarding the RFP, and will consider no in-person inquiries. In the event that a firm attempts to contact any official, employee or representative of Vienna Township in any manner contrary to the above requirements, said firm may be disqualified for further consideration.

EQUAL EMPLOYMENT OPPORTUNITY

“Contractor will be required to comply with all applicable Equal Employment Opportunity laws and regulations.”

DISADVANTAGED BUSINESS ENTERPRISES

Vienna Township hereby notifies all Proposers that it will affirmatively insure in regard to any contract entered into pursuant to this Request For Proposal, Disadvantaged Business Enterprises will be afforded full opportunity to submit proposals in response to this Request For Proposal and will not be discriminated against on the grounds of race, color, national origin or sex in consideration for an award.

SECTION 4. PROPOSAL CONTENTS AND FORMAT

To enable consistent proposal evaluation, the following Proposal Contents/Format has been developed. **FAILURE TO SUBMIT THE REQUESTED DOCUMENTS COULD RESULT IN DETERMINING THE SUBMISSION AS NON-RESPONSIVE AND REJECTED.**

Proposers are requested to be concise and proposals should include, in order, the following:

- A. Letter of Interest/Transmittal;
- B. Executive Summary of the proposal, including the firm’s particular perspective on the master planning process and the intended utility of the final planning documents;
- C. Brief organizational profile, including background and experience of the firm;
- D. Previous project summaries, including reference contact information, for a minimum of three (3) projects which are similar in scope and nature to the project described herein, and which demonstrate the firm’s ability to complete the project as described. (The Township reserves the right to contact any references provided herein or otherwise obtained);
- E. Proposed Operation Plan and potential Project Schedule including an explanation/discussion of technical approaches and a detailed outline of the proposed services for executing the requirements of the Proposed Scope of Services (please note that the final master plan document as well as all maps and supporting information is expected to be delivered in both hard copy and electronic format). The Operation Plan should include a timeline of project activities (for both phases), a general schedule and description for all deliverables, and a general description and schedule of intended meetings both with the public and the Planning Commission and or Township Board;
- F. Overview of project management including:

- i. Project organizational chart including key staff to be assigned, including name(s) and qualification(s) of the firm's principal(s) and/or project manager(s) to be assigned to coordinate and manage the project and name(s) and qualification(s) of all other project personnel proposed to be assigned to the project;
 - ii. Location of office from which the management of the project will be performed;
 - iii. If the firm is proposing the use of sub-contractors for specialized consulting services (such as traffic engineering/analysis, environmental assessments, or similar services) the firm should identify the intended sub-contractors and provide comparable statement(s) of qualification(s) for each such sub-contractor;
 - iv. Summary/matrix of key project personnel's shared project experience;
 - v. A statement or description of the extent of the consultant's expectations regarding Vienna Township involvement and participation throughout the project.
- G.** Cost information (by phase) including a matrix for the project, showing anticipated hours by classification (i.e. Principal, Project Manager, etc.) for the tasks identified in the proposal, costs for additional hard copies of the Master Plan. A schedule of billing rates by classification, etc. is also desired, along with an itemization of any additional costs not included in the proposal for which the Township may be billed. Cost information must be sealed in a separate envelope;
- H.** Appendices: Resumes of person(s) who will be performing the work, and any such additional information that the Consultant believes will be useful to the Township's review of the proposal.

XIII. SIGNATURE / CERTIFICATION

The proposal shall be signed by an official authorized to bind the offer and shall contain a statement to the effect that the proposal is a firm offer for a ninety (90) day period from opening. The proposal shall also provide the following information: name, title, address and telephone number of the individual(s) with authority to contractually bind the company and also who may be contacted during the period of proposal evaluation for the purpose of clarifying submitted information.

SECTION 5. SELECTION CRITERIA

The Township Planning Commission, along with the selection subcommittee of the Planning Commission will evaluate each proposal for the purpose of selecting the most qualified proposal for the services required based on the documentation requested herein, utilizing criteria, which includes, but is not necessarily limited to or in the order of, the following:

- A. The proposal's responsiveness to the RFP (format, capabilities, work program, approach, clarity, ability to meet proposed schedule, etc.);
- B. Apparent specialized experience and technical competence of the firm and its personnel in the required disciplines, including a thorough knowledge of the legal, federal, state and local land use statutes and regulations;
- C. The qualifications and experience of personnel committed to the project;
- D. The proposal's unique ideas or creativity shown.

- E. References
- F. Cost

The most qualified proposal, as deemed by the selection committee, will be presented to the Vienna Township Planning Commission for recommendation to the Township Board for approval. Submissions will be evaluated against the Township's interest and needs; and a "short list" of consultants may be invited for an interview with the Planning Commission and or Township Board. Following the interviews, if applicable, Planning will determine the selected Consultant(s). The Planning Commission reserves the right to request additional clarifying information from any consultant, to the extent that it is needed to aid in the final selection. The Planning Commission and Township Board desires to have the final consultant selection completed by the 4th quarter of 2018.

SECTION 6. GENERAL PROPOSAL CONDITIONS

NOTICE OF FORMAL SOLICITATION

Notwithstanding any other provision of this RFP, all Proposers are hereby specifically advised that this RFP is a form solicitation for proposals only, and is not intended and is not to be construed as an offer to enter into an agreement or engage into any formal competitive bidding or negotiation pursuant to any statute, ordinance, rule or regulation.

METHOD OF RESPONSE

Responses to this RFP shall be made according to the specifications and instructions contained herein. Failure to adhere to instructions may be cause for rejection of any proposal.

ACCEPTANCE OF TERMS AND CONDITIONS

Proposers understand and agree that submission of a proposal will constitute acknowledgment and acceptance of, and a willingness to comply with, all the terms, conditions, and criteria contained in this RFP, except as otherwise specified in the proposal. Any and all parts of the submitted proposals may become part of any subsequent Agreement between the selected Contractor and Vienna Township.

FALSE, INCOMPLETE OR UNRESPONSIVE STATEMENTS

False, incomplete, or unresponsive statements in connection with a proposal may be sufficient cause for rejection of the proposal. The evaluation and determination of the fulfillment of the above requirement will be Vienna Township's responsibility and its judgment shall be final.

CLEAR AND CONCISE SUBMISSION

Proposals shall provide a straightforward, concise delineation of the proposer's capability to satisfy the requirements of the RFP. Each proposal shall be submitted in the requested format and provide all required information, including but not limited to information, if requested, relating to capability, experience, financial resources, management structure and key personnel, and other information as specified in Section 2 and outlined in Section 4 and otherwise required in this RFP. **Each proposal shall be signed in ink by a duly authorized officer of the company.**

SECTION 7. INFORMATION FOR THE CONTRACTOR

CONTRACT DOCUMENTS

The "Request for Proposal", the "Proposers Submission", the "Contract", the "General Terms and Conditions", and the "Scope of Work", are the contract documents that will form the Contract. Proposers should examine each of the contract documents.

DATE AND PLACE FOR DELIVERING PROPOSALS

Pursuant to the "Request for Proposal" sealed proposals will be received by the Charter Township of Vienna, 3400 W. Vienna on or before 1:00 p.m. Tuesday, November 13, 2018. The awarding of the Contract, if awarded, will be made by Vienna Township as soon thereafter as practicable.

PRINTED FORM FOR PROPOSALS

All proposals must give the price as a firm fixed total price for the performance of this contract excluding transportation and daily expenses and must be signed and acknowledged by the party, in accordance with the directions in the proposals.

OMISSIONS AND DISCREPANCIES

Should a proposer find discrepancies in, or omissions from the Specifications of Contract documents, or should he be in doubt as to their meaning, he should at once notify the Township Supervisor or Township Clerk who may send a written instruction to all proposers.

ACCEPTANCE OR REJECTION OF PROPOSALS

The Charter Township of Vienna reserves the right to reject any or all proposals without limiting the generality of the foregoing. Any proposal which is incomplete, obscure or irregular may be rejected and one or more items in the price schedule may be rejected. Any proposal in which prices are omitted, or in which prices are obviously unbalanced, may be rejected.

ACCEPTANCE OF PROPOSALS AND THE EFFECT

Within ninety (90) days after the opening of the proposals, Vienna Township will act upon them. The acceptance of a proposal will be a notice in writing signed by a duly authorized representative of the Township, and no other act of the Township shall constitute the acceptance of a proposal. The acceptance of a proposal shall bind the successful proposer to receive the Contract. The rights and obligations provided for in the Contract shall become effective and binding upon the parties only with its formal execution by the Township Supervisor.

TIME FOR EXECUTING CONTRACT AND DAMAGES FOR FAILURE TO EXECUTE

Any proposer whose submission shall be accepted will be required to appear at the office of Vienna Township in person, or, if a firm or corporation, a duly authorized representative shall so appear, and to execute the Contract within seven (7) days after notice that the Contract has been awarded. Failure to do so shall constitute a breach of the agreement effected by the acceptance of the proposal.

PRIME CONTRACTOR RESPONSIBILITIES

The selected proposer will be required to assume responsibility for all requested deliverables as indicated in Section 2.0 regardless of who produces them. Further, Vienna Township will consider the selected company to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

CHARTER TOWNSHIP OF VIENNA

CONTRACT AGREEMENT

This Agreement made this _____ day of _____, 20____, between the Charter Township of Vienna, herein called the "Township" and/or "Buyer" and

_____ herein called the "Contractor" and/or "Seller".

In consideration of the mutual promises and agreements hereinafter set forth, the parties agree to undertake, carry out and perform this Contract in accordance with the terms and conditions as set forth herein, and as follows:

1. The Contract Documents:

The Contract Documents consist of this Agreement, the "Information for the Contractor", the "Request for Proposal", the "Proposer's Submission", the "General Terms and Conditions", and the "Scope of Work". These form the Contract and all are fully a part of the Contract as if attached to this Agreement or reported herein.

2. The Performance:

The Contractor shall furnish pursuant to the terms and conditions of this Contract labor and material listed in the attached specifications.

3. Time of Commencement and Completion:

The Contractor shall perform under this Contract from the date hereof until _____, or a later date if extended by mutual consent of the parties.

4. Independent Contractor:

The Contractor is employed by the Township as an independent Contractor and has and retains the right to exercise full control and supervision of the services including compliance with Social Security, withholding and all other regulations governing such matters. The Contractor agrees to indemnify, defend and save harmless the Township, its agents, officers and members of the Board of the Charter Township of Vienna against any and all loss, damage or expense which the Township may suffer by reason of liability imposed by law upon the Township or Contractor for damages because of bodily injury, including death at any time resulting there from sustained by any person or persons, or on account of damage to property are due to the fault of the Contractor, its sub-contractors or their employees, agents or any other person under the direct or indirect Contract of the Contractor.

5. Contractor's Financial Responsibilities:

Any costs due to the fault of the Contractor, sub-contractor, or anyone directly employed by them either for making good of defective work, disposal of material wrongly supplied, making good of damage to property, or excess costs from material or labor, or otherwise shall be borne by the Contractor, and the Township may withhold money due the Contractor to cover any such costs.

6. Assignment:

The Contractor shall not assign or transfer any interest in this Agreement or delegate its performance of duties except on prior written approval of the Township, which approval shall not be unreasonably withheld. Consent to assign, transfer or delegate any interest or performance of this Contract shall not be construed to relieve the Contractor of any responsibility for the fulfillment of this Agreement.

7. Payments:

The Township shall pay the Contractor for the performance of work in current funds per price stated in the "Proposer's Submission" upon completion and acceptance by the Charter Township of Vienna. The Contractor shall invoice each item and all invoices for the calendar month shall be payable by the fifteenth day of the following month.

No payment will be made to the Contractor for material not delivered upon the Township premises, unless otherwise agreed to in writing by the Township.

Neither payment made under the Contract or used by the Township of the labor and material provided shall be evidence of performance of the Contract, either in whole or in part, nor shall such payment, final or otherwise, be construed to relieve the Contractor from its obligation to make good any defects arising or discovered in its performance within the period of its guarantee, nor shall the Township be deemed to waive any specific obligation the Contractor may assume as to its performance.

8. Testing:

At any time if it is determined by an independent testing firm analysis that equipment delivered and installed is substandard, the Township reserves the right to discontinue shipments and shall not be obligated to pay for such substandard shipment already delivered. The Contractor agrees to pay all costs incurred by the Township to provide test on equipment delivered and installed found not meeting the specification.

9. Termination for Convenience:

The Township may terminate this contract, in whole or in part, at any time by written notice to the Contractor when it is in the Township's best interest. The Contractor

shall be paid its costs, including contract close-out costs, and profit on work performed up to the time of termination. The Contractor shall promptly submit its termination claim to the Township to be paid the Contractor. If the Contractor has any property in its possession belonging to the Township, the Contractor will account for the same, and dispose of it in the manner the Township directs.

10. Termination for Default:

The Township reserves the right to cancel all or any part of the work covered by this Agreement and/or Purchase Order, if Seller does not make deliveries as specified in the schedules or so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from the Township specifying such failure, or if Seller breaches any of the terms hereof, including the warrants of Seller. Should cancellation be made for cause, the Township reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at the Seller's expense. The Seller shall be liable for any other damages suffered by the Township as a result of any breach by the Seller in the performance of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective duly authorized representatives, as of the day first above written.

VENDOR

Charter Township of Vienna

Title

Joseph A. Rizk, Township Supervisor

WITNESS:

WITNESS:

GENERAL TERMS & CONDITIONS

1. **CONTRACT:**

The Contract resulting from the acceptance of this order is to be construed according to the laws of the State of Michigan and is non-assignable by Seller except upon prior written approval of the Buyer.

2. **WARRANTY:**

Seller expressly warrants that all materials and work covered by an order will conform to the specifications, drawings, samples or other description furnished or specified by the Buyer, and will be merchantable, of good materials and workmanship and free from defect and fit for the purposes intended. Seller expressly warrants that all the material covered by an order which is product of Seller, or is in accordance with Seller's specifications, will be for and sufficient for purposes intended. All labor, materials, and systems shall function at levels meeting or exceeding operational design specifications, and shall be fully warranted for one year.

3. **POTENTIALLY HARMFUL INGREDIENTS:**

Seller agrees to promptly furnish to Buyer, 1) Upon written request a list of all ingredients in materials purchased there under, and as necessary, the amount of one or more ingredients; and 2) Thereafter, information concerning any changes in such ingredients.

4. **TERMINATION FOR DEFAULT:**

Buyer reserves the right to cancel all or any part of the work covered by the agreement and/or purchase order, 1) if Seller does not make deliveries as specified in the schedules; or 2) so fails to make progress as to endanger performance of the work and does not correct such failure after receipt of written notice from Buyer specifying such failure; or 3) if Seller breaches any of the terms hereof, including the warrants of Seller. Should

cancellation be made for cause, Buyer reserves the right to purchase elsewhere and if additional costs are incurred, such costs are to be at Seller's expense. Seller shall be liable for any other damages suffered by the Buyer as result of any breach by the Seller in the performance of an Agreement.

5. TERMINATION FOR CONVENIENCE:

Buyer reserves the right to terminate an agreement, in whole or in part, at any time by written notice to Seller when it is in Buyer's best interest. Seller shall be paid its costs, including contract closeout costs, and profit on work performed up to the time of termination. Seller shall promptly submit its termination claim to Buyer to be paid the Seller. If Seller has any property in its possession belonging to the Buyer, Seller shall account for the same, and dispose of it in the manner Buyer directs.

6. INSPECTION:

All material shall be received subject to Buyer's inspection and rejection. Defective material or materials not in accordance with Buyer's specifications will be held for Seller's instructions and at Seller's expense. Payment for material on an order prior to inspection shall not constitute an acceptance thereof, nor will acceptance remove Seller's responsibility for latent defects.

7. CHANGE IN SPECIFICATIONS:

Buyer reserves the right at any time, to make changes in drawings and specifications as to any material and/or work covered by an order and/or schedules. Any difference in price or performance time resulting from such changes shall be equitably adjusted and/or schedule shall be modified, in writing, accordingly.

8. REMEDIES

The remedies herein reserved shall be cumulative and additional to any other or further remedies provided in law or equity. No waiver or breach of any provisions of an order shall constitute a waiver of any other breach or such provision.

9. INSURANCE:

If the accomplishment of an order requires the performance of services or labor on the premises of Buyer, Seller agrees to indemnify and protect Buyer against all liabilities, claims or demands for injuries or damages to any person or property growing out of the performance of this Contract by Seller, its servants, employees, agents or representatives. Seller agrees to carry and to furnish certificates from its insurance carriers showing that it carries valid insurance in the following minimum limits:

A. Workmen's Compensation-statutory limits for State of Michigan or for the state in which the work is to be performed.

B. General Public Liability \$1,000,000. and Property Damage \$1,000,000.

C. Automobile Public Liability \$1,000,000. and Property Damage \$1,000,000.

Said certificates must set forth the amount of coverage, number of policy, and date of expiration. If Seller is a self-insurer, the certificate of the appropriate state agency of the state must be furnished by such agency directly to Buyer. The purchase of such insurance coverage or the furnishing of the aforesaid certificates shall not be a satisfaction of Seller's liability thereunder or in any way modify Seller's indemnification of Buyer.

10. ADVERTISING:

Seller shall not, without first obtaining the written consent of Buyer, in any manner, advertise or publish the fact the Seller has contracted to furnish Buyer the material herein ordered. Failure to observe this provision permits Buyer to terminate the Contract resulting from the acceptance of an order

without any obligation to accept deliveries after the date of termination or make further payments except from completed articles delivered prior to termination.

11. STATE APPROVAL:

If the articles covered by an order require approval for the sale and/or use thereof by State statute or regulations, Seller certifies it has or will obtain an approval for their sale and/or use from the appropriate agency of the State. Seller will submit to Buyer a copy of each such approval for sale and/or use.

12. GOVERNMENT REGULATIONS:

In the performance of work under an order, Seller agrees to comply with all applicable Federal, State, or Local laws, rules, regulations or ordinances.

13. EXEMPTION FROM TAXES:

The Charter Township of Vienna, is tax exempt and the vendor certifies that all applicable taxes are not included in the prices shown herein.

14. EQUAL EMPLOYMENT OPPORTUNITY:

In connection with Project implementation, the Seller may not discriminate against any employee or applicant for employment because of race, color, age, creed, sex, disability, or national origin. The Seller shall take affirmative action to ensure that applicants are employed, and that during employment, employees are treated without regard to their race, color, disability, religion, sex, age, or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Seller shall insert this same clause in all subcontracts.

15. Disadvantaged Business Enterprises

Each contract the Township signs with a Contractor, (and each subcontract the Prime Contractor signs with a subcontractor) shall include the following assurances:

A. The Contractor, sub recipient, or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of a contract. Failure by the Contractor to carry out these requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the Township deems appropriate.

B. Each Contract the Township signs with a Contractor (and each subcontract the Prime Contractor signs with a subcontractor) shall include a clause requiring the Prime Contractor to pay subcontractors for satisfactory performance of their contracts no later than 30 days from receipt of each payment the Township makes to the Prime Contractor.

C. PROMPT PAYMENT MECHANISM

The Prime Contractor agrees to pay each subcontractor under this Prime Contract for satisfactory performance of its Contract no later than 30 days from the receipt of each payment the Prime Contractor receives from the Township. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Township. This applies to both DBE and non-DBE subcontracts.

RETAINAGE

The Prime Contractor agrees to return retainage payments to each subcontractor within 30 days after the subcontractor's work is satisfactorily completed. Any delay or postponement of payment from the above referenced timeframe may occur only for good cause following written approval of the Township. This clause applies to both DBE and non-DBE subcontracts.

D. MONITORING AND ENFORCEMENT

The Prime Contractor shall maintain records and documents of payments to DBEs for three (3) years following the performance of the Contract. These records shall be available for inspection upon request by any authorized representative of the Township.