1. Unless otherwise called for, two copies of the Bid/Proposal, typewritten or printed in ink, must be submitted.

2. Carefully read and comply as applicable with the standard Terms and Conditions.

3. No taxes are to be included in any bid/proposal price. Generally, states and political subdivisions are exempt from Federal taxes. In the event that taxes must be paid on any materials necessary to complete the contract, the Contractor shall bear the cost and responsibility of such taxes. To the extent any sales, import or other taxes apply, they are to be invoiced as a separate item.

4. The Instructions to Bidders and Terms and Conditions are part of the proposal package and should be read thoroughly and considered when submitting bids.

5. Awarded bidders should allow for approximately 30 days from receipt of invoice to receive payment from the City of Westland.

6. The request for proposal and any accompanying documents shall be submitted by the time specified (no exceptions will be made) in a sealed envelope addressed as follows:

   City of Westland
   Purchasing Division
   36300 Warren Road
   Westland, MI 48185

   In addition, subject matter of the proposal, date and the hour of the bid opening as stated in the invitation should be printed in the lower left corner of the envelope. Failure to do so may result in premature opening of/or failure to open.
1. **PREPARATION OF BIDS/PROPOSAL:**
   a. Bidders are expected to examine specifications and all instructions.
   b. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other conditions within the invitation, he/she may submit to the Purchasing Division a written request for an interpretation thereof. The person submitting the request will be responsible for its prompt delivery. Any interpretation will be made only by an addendum duly issued by the designated City Representative. A copy of each addendum will be mailed or delivered to each person in receipt of the invitation. Failure on the part of the prospective bidder to receive a written interpretation prior to the time of the opening of bids will not be grounds for withdrawal of proposal. Bidder will acknowledge receipt of each addendum issued by stating it in his proposal. Oral explanations will not be binding.
   c. Each bidder shall furnish all information required on Bid Form. The person signing the Bid Form must initial any and all erasures and/or other changes made to the bid document.

2. **SUBMISSION OF BIDS/PROPOSALS:**
   a. All bids shall be submitted in sealed envelopes and shall include the following information on the face of the envelope: bidder’s name, address, subject matter of proposal, date and hour of bid opening as stated in the invitation. Failure to do so may result in a premature opening of or failure to open such proposal.
   b. Bidders are responsible for submitting proposals before the stated closing time. Delays in the mail will not be considered. Any proposal received after the stated closing time will not be opened and shall not be considered in the bid opening. No exceptions will be made.
   c. In the event no bid is to be submitted, do not return the invitation. However, a letter or post card should be sent to the Purchasing Division advising whether future invitations are desired.
   d. Any bid may be withdrawn by giving a written notice to the Purchasing Division before stated closing time. After stated closing time no bid may be withdrawn or canceled for a period of 60 days after said closing time.
   e. All Bids and/or proposals are to be submitted on the bid forms supplied in the bid package.
   f. When reviewing bids, totals written out in words will take precedence over totals written in figures.

3. **CONSIDERATION OF BIDS/PROPOSALS:**
   a. A designated City Department Head shall represent the City in all matters pertaining to this proposal and contract in conjunction therewith. The City reserves the right to reject any or all proposals and to disregard any informality in the bids and bidding.
   b. Proposals submitted on Bid Forms are understood to be according to Specification Date. Variations in proposals will be considered when same are submitted on Substitution Proposal forms furnished herein and all required information is contained in such proposal.

   In cases where an item requested is identified by a manufacturer’s name, trade name, catalog number or reference, it is understood that the bidder proposed to furnish the item so identified and does not propose to furnish an “equal” unless the proposed “equal” is definitely indicated by submission of the Substitution Proposal form.
Reference to any of the above is intended to be descriptive, but not restrictive and only indicates articles that will be satisfactory. Bids of “equal” will be considered, provided that the bidder states in his proposal exactly what he proposed to furnish, including sample, illustration, or other descriptive matter which will clearly indicate the character of the article covered by such proposal.

The designated City Representative hereby reserves the right to approve as an equal, or to reject as not being an equal, any article proposed which contains major or minor variations from specifications requirements, but which may comply substantially therewith.

c. The City reserves the right, when it seems to be in the best interest of the City, to award the bid in part or in whole, reject any bids or waive informalities.

d. Pursuant to Chapter 2, Section 2-707(a), of Westland City Code, before any contract is awarded which requires approval by the City Council, the vendor must disclose any substantial interest held by any city official or city employee or their immediate family in the vendor’s business.

4. FAIR EMPLOYMENT PRACTICE AND NON-DISCRIMINATION:

The firm or their subcontractors shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. The firm shall take affirmative action to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status or handicap. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rate of pay or other forms of compensation, and selection of training, including apprenticeship. Breach of this covenant may be regarded as a material breach of contract.

5. PERSONNEL REQUIREMENTS:

All installation personnel costs must meet Davis Bacon Act Regulations (prevailing wages – if the contract exceeds $75,000) and must comply with all Community Development Block Grant requirements, if applicable. Prevailing wage rates will be available upon request.

All companies must comply with the Fair Employment Practice Act, Executive Order 1126 entitled the “Equal Employment Opportunity,” as amended by Executive Order 11375 and Department of Labor Regulations (41 CFR Part 60), and other Federal, State and City requirements which are applicable to grants-in-aid programs.

All companies shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age, national origin, marital status or handicap. Companies shall take affirmative action to ensure that applicants are employed, and employees are treated during employment without regard to race, color, religion, sex, age, national origin, marital status, or handicap. 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 of training, including apprenticeship.

All companies must agree that the city of Westland, the County of Wayne, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives, shall have access, during regular business hours, to any books, documents, papers and records of their company which are directly pertinent to this agreement, for the purpose of making an audit, examination, excerpts and transcriptions. The company shall maintain all records for three years after all pending matters under this agreement are closed.
6. **INDEMNIFICATION**
Proposer to the fullest extent permitted by law agrees to indemnify, defend and save harmless the City of Westland and its elected and appointed officials and officers, agents, servants and employees from and against all loss or expense, including cost and attorney's fees by reason of liability imposed by law upon the City of Westland and its elected and appointed officials and officers, agents, servants and employees for damages because of bodily injury, including death, resulting from or sustained by any person or persons on account of damage to property, including loss of use thereof, arising out of or in consequence of the performance of the contract whether such injuries to persons or damage to property is due or claimed to be due to the negligence of the City of Westland, its elected and appointed Officials, officers, appointed agents, servants and employees, except only if such injury or damage is occasioned by the sole negligence of the City of Westland.

7. **INSURANCE PROVISIONS**
The proposer shall purchase and maintain, throughout the term of this agreement, comprehensive general liability insurance, including contractual liability, to protect the provider from all claims for bodily injury, including accidental death, personal injury, and property damage arising from operations under this agreement, whether such operation be by the proposer, subcontractor, agent, or by anyone else directly or indirectly employed by the proposer. In addition, all statutory insurance requirements, including worker’s compensation, shall be met. All required insurance policies shall be issued by reputable insurance companies duly authorized to engage in the insurance business in the State of Michigan. Limits of such insurance shall be stated below:

<table>
<thead>
<tr>
<th>Insurance Type</th>
<th>Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Worker’s Compensation</td>
<td>Statutory</td>
</tr>
<tr>
<td>Comprehensive General Liability</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Employer’s Liability</td>
<td>$1,000,000 per occurrence</td>
</tr>
<tr>
<td>Motor Vehicle Insurance – Owned, Non-Owned and Hired</td>
<td></td>
</tr>
<tr>
<td>Bodily Injury</td>
<td>$500,000 per occurrence</td>
</tr>
<tr>
<td>Property Damage</td>
<td>$500,000 per occurrence</td>
</tr>
</tbody>
</table>

The City of Westland shall be named on such policies as insured or named as additional insured. Failure to maintain insurance coverage throughout the life of the contract, consistent with the provisions of this Section, shall be considered a breach of contract. Proposer shall procure and maintain during the life of the contract umbrella excess liability insurance in the single amount limit of at least two million dollars. This insurance shall be project specific and the umbrella excess policy wording shall apply to the Proposers general liability and its automobile liability insurance. Each insurance policy shall specify that no policy may be terminated for any reason unless 30 days prior written notice of such proposed termination shall be given to the City of Westland, and before commencing any work related to the contract Proposer shall provide the City of Westland certificates of insurance for the required insurance policies.

8. **SEVERABILITY OF CONTRACT**
In the event any one or more of the provisions contained in this agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision of this agreement, but this agreement shall be construed as if such invalid or unenforceable provisions had never been contained. Further, in the event that any provision of this agreement shall be held to be unenforceable by virtue of its scope, but may be made enforceable by a limitation thereof, such provision shall be deemed to be amended to the minimum extent necessary to render it enforceable under the laws of the jurisdiction in which enforcement is sought.
9. **AMENDMENTS TO CONTRACT**

When awarded, the agreement shall not be changed, modified, altered, or amended in any respect without the mutual consent of the parties hereto, which consent shall be evidenced by a written amendment to the agreement executed by both parties.

(Vendor's Name) __________________________________________________

(Address)____________________________________________________________________

(Email Address)_________________________________

(Telephone Number)_________________________

(Name of Person Completing)________________________________________

(Title)___________________________________________________________

Signature ______________________ Date ______________
NOTE: Pursuant to Chapter 2, Section 2-707(a), of Westland City Code, before any contract is awarded which requires approval by the City Council, the vendor must disclose any substantial interest held by any city official or city employee or their immediate family in the vendor’s business.

- Please fill out this form to the best of your knowledge and belief; attach additional pages if needed.

- Pursuant to Chapter, Section 2-707(b) of the Westland City Code, your completed disclosure statement (original) is a public document to be filed with the Westland City Clerk, 36300 Warren Road, Westland, Michigan 48185. A copy of your disclosure statement will be forwarded to the Board of Ethics.

(Vendor’s Name) ____________________________________________________________

(Address) __________________________________________________________________

(Name of Person Completing) ___________________________________________________

(Title) _____________________________________________________________________

The following individuals or their immediate family members, to the best of my knowledge, have a substantial interest in (Vendor’s Name) __________________________________________:  

Name of Individual with Substantial Interest:

Mayor ________________________________________________________________
City Council Member _____________________________________________________
City Clerk ______________________________________________________________
Department Directors _____________________________________________________
Deputy Directors _________________________________________________________
Board or Commission Members _____________________________________________
Employee ________________________________________________________________
None of the Above _________________________________________________________

I certify that to the best of my knowledge, information and belief the above is true.

Signature ________________________________________________________________ Date ____________________________
The receipt of the following addenda is hereby acknowledged:

Addendum No. ________, dated ________

Addendum No. ________, dated ________.

Addendum No. ________, dated ________.

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid.

__________________________________________
Company

__________________________________________
Authorized Signature

__________________________________________
Date

NOTE: This addendum acknowledgment should be submitted with the bid to expedite document processing.
Grand Total: $ ______________________________

Grand Total in words: __________________________________________

Contractor: ______________________________

Name: ______________________________

Position: ______________________________

Signature: ______________________________

Date: ______________________________

Additional Contractor Comments:

________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

City of Westland
PROPOSAL FORM
The City of Westland requires all applicants to submit three references.

**Reference #1**
- **Business Name:**
- **Contact:**
- **Address:**
- **Phone Number:**
- **E-mail Address:**

**Reference #2**
- **Business Name:**
- **Contact:**
- **Address:**
- **Phone Number:**
- **E-mail Address:**

**Reference #3**
- **Business Name:**
- **Contact:**
- **Address:**
- **Phone Number:**
- **E-mail Address:**
Request for Proposals
Zoning Ordinance Update 2021

Issued: June 9\textsuperscript{th}, 2021
Submittal Deadline: July 12\textsuperscript{th}, 2021 at 10:00am
REQUEST FOR PROPOSALS
PLANNING CONSULTING SERVICES
REVIEW & AMEND THE ZONING ORDINANCE
CITY OF WESTLAND

BACKGROUND

The City of Westland is requesting proposals from qualified planning firms and organizations to review, revise, and completely update the contents of the City of Westland Zoning Ordinance. The update to this ordinance will include a revised zoning ordinance that is user friendly, aligns with the 2018 Master Plan, and integrates the MEDC Redevelopment Ready Communities best practice recommendations.

The new ordinance may require the reclassification, or elimination of existing zoning districts, or the creation of new districts. Additionally, the new zoning ordinance will update the Planned Unit Development and site plan review procedures. The rewrite must incorporate user-friendly formatting techniques such as hyperlinking text, illustrations and other elements.

The Consultant will work closely with the City of Westland staff, Planning Commission, City Council, and the Westland community to ensure the ordinance is written in line with the Community’s vision and MEDC RRC best practices. The consultant will facilitate community meetings to gather input and educate the community on the new ordinance. The consultant will additionally prepare and conduct a preliminary educational session for the Planning Commission and City Council.

Pertinent Documents:
- the 2017 Master Plan is available here: Westland Master Plan
- the existing Zoning Ordinance is available here: Westland Zoning Ordinance
- Reimagine Ford Road Plan
- City Centre District Plan, to be provided staff.

COMMUNITY OVERVIEW

Westland, Michigan is the state's 10th largest municipality, with a population of over 84,000 people who exhibit a great deal of pride in their All-American City. Westland has a thriving business community along with beautiful residential areas. The citizens enjoy a wide array of amenities and a quality of life that is second to none.

In 2014, Westland was rated as one of 24/7 Wall Street's America's Best 50 Cities to Live, offering residents and visitors an ideal blend of single-family affordable homes, apartments and
condominiums, great schools, and access to numerous outdoor activities. Public safety is delivered by full-service, professional law enforcement and firefighting personnel. Westland Police Department, whose motto is protect and serve, provides emergency dispatch services to four cities and over 100,000 residents; the Westland Fire Department are licensed paramedics who responded to over 9,000 calls for service last year, about 85% being medical based. They never forget their mission of preserving life and property.

Westland is well known as the premier destination for shopping and dining in Wayne County with hundreds of shops and restaurants anchored by the Westland Shopping Center, one of the country's original four regional malls.

The City is served by two public school districts; Wayne-Westland Community Schools serving 12,000 youth was recently named one of the Best School in Michigan by WXYZ-TV and is the proud recipient of 14 Golden Apple and two Michigan Blue Ribbon Exemplary School Awards. Livonia Public Schools, educating nearly 15,000 students, is proud of their MEAP/MME scores that exceed state averages and the District has earned Golden Apple and Michigan Blue Ribbon Exemplary School Awards.

SCOPE OF SERVICES

The successful firm shall agree to contract with the City of Westland to provide the following services.

1. Undertake an assessment of the entire Westland Zoning Ordinance to identify areas for improvement. This assessment shall include a technical review to identify sections of the code that have become obsolete, identify opportunities to enhance the development process, determine changes to the lists of permitted uses, and evaluate the ordinance’s alignment with the community’s vision, 2017 City of Westland Master Plan, and MEDC Redevelopment Ready Communities best practices.

2. Based on an assessment the consultant shall provide recommendations for needed modifications, updates, eliminations, and additions to the current Zoning Ordinance.

3. Revise the current Zoning Ordinance, integrating changes and recommendations established through initial assessment and community feedback. Integrate recommendations from staff, Planning Commission, and City Council where possible. The new ordinance shall be user friendly and include links and images throughout where desired.

4. Generate an official Zoning Map of the City of Westland that will replace the prior Map upon adoption by the City Council.

5. Prepare and present a draft of the revised and enhanced Westland Zoning Ordinance.

6. Design, implement, facilitate, and document a process for community information and feedback on the new Zoning Ordinance that includes a steering committee, method for stakeholder engagement and a minimum of two public forums.
7. Participate in the presentation and adoption of the revised Zoning Ordinance.

DELIVERABLES

The successful firm shall agree to provide the following deliverables.

2. Replacement of the City of Westland Official Zoning Map. The data used to produce this map should also be delivered in industry standard GIS software and data format as well as an electronic and hard copy in legible format.
3. Facilitated process for community engagement and feedback on the Zoning Ordinance.
4. The Zoning Ordinance and any handouts used in public meetings in both “hard copy” and electronic form. All text produced through this assignment will be provided in “hard copy” and electronic form.
5. All GIS data and maps prepared for this project will be owned by the City of Westland and shall not display the logo or other identifiers of the consulting firm.
6. A use district matrix (with zoning district headings hyperlinked to the district regulations)
7. Illustrative images for definitions, zoning regulations and setbacks for each zoning district where needed and desired.
8. Hyperlinks throughout the ordinance for easy organization and a user-friendly experience.
9. Three bound color copies of the final adopted ordinance.
10. One hyperlinked digital file (pdf) for uploading to the City’s web site.

PROPOSAL FORMAT

Proposals shall include the following information:

1. Cover Letter
   The cover letter should be signed by a member of the consulting firm empowered to commit the firm to a contractual arrangement with the City. The cover letter should also identify the firm submitting the proposal and any sub-consultants that may be proposed.

2. Work Approach and Timeframe
   Present a detailed description of the work you propose to fulfill the requirements of this request for proposal. For each task, describe the activity, the intended results and an anticipated timeframe for completion.

3. Professional Staff
   Describe which individual professionals will work directly with the City and their respective roles in the project. Identify and provide a resume for the project lead and point of contact.

4. Qualifications and References
Provide a statement of qualifications and descriptions of recent prior experience with other clients, which is relevant to the challenges of this assignment. For each past project, include the name, title and phone number of a representative that the City may contact to discuss your experience. Provide a minimum of five experiences during the last five years.

5. Project Cost
Provide a detailed cost (with breakdown) for performing the services required as detailed in your proposal. Describe any modifications you would recommend to the general work scope described in this request for proposal and the impact of those modifications on your fee proposal. Fees shall be stated as a total not-to-exceed fee for the services outlined, based on the hourly billing rates of the staff that would serve the City together with any added reimbursable costs.

**RFP SCHEDULE**

RFP Distributed: June 9th, 2021
Proposals Due: July 12th, 2021 at 10:00am
Interviews with Respondents: July 14th-July 22nd, 2021
Staff makes recommendation to City Council for Approval: August 2, 2021

**EVALUATION OF PROPOSALS**

The City will evaluate all submitted proposals based on the responsiveness of the work approach proposed, the qualifications of the staff who will work directly on the project, the five overall qualifications of the firm, the understanding of the project, and the cost proposed. The City is seeking consultants with the following capabilities and experience:

- Experience and expertise in preparing and revising zoning ordinances;
- Experience in updating zoning ordinances to be more user friendly and presentable via electronic means;
- Experience and expertise in assessing community planning needs, issues, and opportunities;
- Experience with zoning codes as they relate to the legal landscape of Planning & Zoning in Michigan;
- Strong graphics design skills as it relates to zoning codes;

The City may schedule oral interviews with some or all of the firms responding and, in that event, the outcome of such interviews may influence the evaluation of proposals.

**INQUIRIES**

All inquiries, questions, etc. concerning the RFP shall be forwarded via email to City Controller, Devin Adams, dadams@cityofwestland.com, and City Planner, Mohamed Ayoub, mayoub@cityofwestland.com. All questions must be in writing and must be received by 4:00 P.M. on July 8th, 2021.
IRAN LINKED BUSINESS CERTIFICATION

Pursuant to Michigan Public Act 517 of 2012, any Bidder that submits a bid on a request for proposal with the City of Westland shall certify that Bidder is not an Iran linked business. An Iran linked business is not eligible to submit a bid on a request for proposal with the City. See attached definitions regarding this certification.

The undersigned Bidder does hereby certify, pursuant to Michigan Public Act 517 of 2012, that:

Bidder is not a person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran, or

Bidder is not a financial institution that extends credit to another person if that person will use the credit to engage in investment activities in the energy sector of Iran.

Date: __________________________

By: __________________________

Its: __________________________

Subscribed and sworn to before me, a Notary Public on this ___ day of ________, 20____

____________________________
Notary Public

____________________________
County, Michigan

My Commission Expires: __________________________

DEFINITIONS

(A) "Energy sector of Iran" means activities to develop petroleum or natural gas resources or nuclear power in Iran.

(B) "Investment" means 1 or more of the following:
   i. A commitment or contribution of funds or property.
   ii. A loan or other extension of credit.
   iii. The entry into or renewal of a contract for goods or services.

(C) "Investment activity" means 1 or more of the following:
   i. A person who has an investment of $20,000,000.00 or more in the energy sector of Iran.
   ii. A financial institution that exceeds $20,000,000.00 or more in credit to another person, for 45 days or more, if that person will use the credit for investment in the energy sector of Iran.

(D) "Iran" means any agency or instrumentality of Iran.

(E) "Iran linked business" means either of the following:
   i. A person engaging in investment activities in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers or products used to construct or maintain pipelines used to transport oil or liquefied natural gas for the energy sector of Iran.
   ii. A financial institution that extends credit to another person, if that person will use the credit to engage in investment activities in the energy sector of Iran.

(F) "Person" means any of the following:
   i. An individual, corporation, company, limited liability company, business association, partnership, society, trust, or any other nongovernmental entity, organization, or group.
   ii. Any governmental entity or instrumentality of a government, including a multilateral development institution, as defined in section 1701(c) (3) of the international financial institutional act, 22 USC 262r(c) (3).
   iii. Any successor, subunit, parent company, or subsidiary of, or company under common ownership or control with, any entity described in subparagraph (i) or (ii).

(G) "Public entity" means this state or an agency or authority of this state, school district, community college district, intermediate school district, city, village, township, county, public authority, or public airport authority.