

BID DOCUMENTS
REQUEST FOR PROPOSALS
FOR
PLANNING SERVICES



CITY OF OWOSSO
301 W. MAIN STREET
OWOSSO, MICHIGAN 48867

March 6, 2019

**NOTICE TO BIDDERS
PROPOSAL FOR PLANNING SERVICES
FOR THE CITY OF OWOSSO, MICHIGAN**

Sealed proposals will be received by the city of Owosso for the

PROPOSAL FOR PLANNING SERVICES BID

Please submit **three (3) single-sided original**, complete, signed and sealed proposals to:

Debbie Hebert, Bid Coordinator
City of Owosso
301 W. Main Street
Owosso, Michigan 48867

Major items include: Comprehensive support of Building Department staff in the review of development applications, preparation of staff reports, and providing recommendations for the City's Planning Commission, Zoning Board of Appeals, and City Council, as required.

Bids will be accepted until **3:00 p.m. Tuesday, April 16, 2019** for the **PROPOSAL FOR PLANNING SERVICES BID** at which time bids will be publicly opened and read aloud.

All bids must be in writing and must contain an original signature by an authorized officer of the firm. Electronic bids (i.e., telephonic, fax, email, etc.) are **NOT** acceptable.

All bids shall clearly contain on the outside of the **sealed** envelope in which they are submitted:

PROPOSAL FOR PLANNING SERVICES BID

Hard copies of the proposal, contract forms and specifications are on file and may be obtained for a fee in accordance with the city's FOIA Policy at the office of the Bid Coordinator, City Hall, 301 West Main Street, Owosso, Michigan 48867. Bid documents are available at no charge on our website at www.ci.owosso.mi.us or on the MITN website at www.mitn.info.

Notwithstanding any other provisions of the Request for Proposals, the City reserves the right to reject any or all proposals, to waive any irregularity in a proposal, and to accept or reject any items, when to do so would be to the advantage of the City and its taxpayers. It is further within the right of the City to reject proposals that do not contain or omit any elements and information requested in this document. The City shall not be liable for any losses incurred by any responders throughout this process.

INQUIRIES/ADDENDUMS

Addendums will be available on the city's website at www.ci.owosso.mi.us and on the MITN website at www.mitn.info.

All inquiries regarding this bid request must be received at least five (5) calendar days prior to the submission and shall be received and responded directly by e-mail to Nathan.henne@ci.owosso.mi.us.

PROPOSAL FOR PLANNING SERVICES BID

INTRODUCTION

The City of Owosso is issuing a “Request for Proposals” (RFP) seeking experienced planning consultants to comprehensively support Building Department staff in the review of development applications, preparation of staff reports, and providing recommendations for the City’s Planning Commission, Zoning Board of Appeals, and City Council, as required.

The selected consultant will work proactively with the City and appropriate boards and/or commissions, as required, to ensure the City is utilizing best practices and good planning practice in its various land use procedures and controls.

GENERAL INFORMATION

The City of Owosso is a community of approximately 15,000 people located in the mid-Michigan region. Owosso is located in Shiawassee County, Michigan, half way between Lansing and Flint, just north of I-69. M-52 (N Shiawassee St/S Michigan St) and M-21 (Main St) intersect in downtown Owosso. M-21 runs from Flint to Grand Rapids. M-52 begins at the Michigan/Ohio border and runs north to Hemlock; just west of Saginaw. Travel time to Owosso from Lansing and Flint is 30-40 minutes. Owosso is located 90 minutes from Detroit and Grand Rapids, and one hour south west of Saginaw. The City of Owosso is surrounded by the City of Corunna, Owosso Township, and Caledonia Township.

In general, the city of Owosso is a medium density, urbanized area that was built between the late 19th century and present day. The city is bisected by the Shiawassee River, three state highways, and numerous railroads. Downtown is centralized in the city, connecting to the primary corridor, M-21, which connects Westtown to the west and the community’s primary commercial corridor to the east. The city is easily divided into four walkable quadrants that each contain a school, neighborhood retail, and neighborhood parks. The modern industrial area of the city is in the extreme southeast, however, many existing and abandoned industrial sites exist in the community’s core along the rail lines and the river. Commercial uses are located predominantly in the downtown and along the M-21 corridor. Large institutional uses included Baker College on the south side and Memorial healthcare on the north side, both off North M-52.

Owosso is actively engaged in the Michigan Main Street program, as well as working towards Redevelopment Ready Communities certification. The City has a DDA, Downtown Historic District, a Brownfield Redevelopment Authority, as well as other various City Boards.

In late 2018, Owosso started the process to update their Master Plan. Once completed, the zoning ordinance will need to be amended to reflect the goals and objectives of the City’s new Master Plan.

PROPOSAL FOR PLANNING SERVICES BID

SCOPE OF SERVICES

The City of Owosso wishes to contract with an outside consulting firm to provide planning services, referenced herein after as "City Planner". The City Planner shall assist Building Department staff in providing high caliber services through the review of development applications, preparation of staff reports, and providing recommendations to the city's Planning Commission, Zoning Board of Appeals, and City Council, as required. Once the downtown and city-wide Master Plans are complete, the City Planner will thoroughly analyze the city's existing ordinances and align them, as necessary, with the updated Master Plans.

RESPONSIBILITIES

The City Planner shall be responsible for the following:

1. Maintain an accurate understanding of the City's Master Plan, Land Development Regulations and other city codes and policies.
2. Analyze existing Land Development Regulations and identify sections to be updated, and propose new ordinances that foster the development trajectory of Owosso.
3. Conduct site visits as necessary.
4. Review and prepare reports on site plans and variance requests with input from appropriate consultants and/or departments, to ensure code compliance and that timely information is delivered to the Planning Commission, Zoning Board of Appeals, and/or City Council.
5. Make appropriate presentations before the Planning Commission, Zoning Board of Appeals, and /or City Council upon request or as needed each month or meeting.
6. Represent the City to residents and applicants in a respectful manner and make reasonable efforts to accurately estimate the cost of application related services.
7. Provide ancillary services related to Planning and Zoning.

STATEMENT OF QUALIFICATIONS

Qualified consultants must have a substantial background in municipal planning, be able to provide a dedicated planning expert who is AICP-certified, and be equipped to provide the community with innovative, high-caliber advice and a range of planning services, including GIS.

SUBMISSION REQUIREMENTS

Proposals shall contain the following information:

1. Cover letter, introduction of the firm and mission statement, including the name of the firm and the name and telephone numbers of the person(s) authorized to represent the company regarding all matters related to the proposal.
2. Prospective firm should indicate how they envision being able to provide services to the City of Owosso, and how those services will fit within the goals and policies of the City.
3. Experience working with other communities with similar geographic profiles and demographics.
4. Provide a history of services that includes other similarly sized clients for reference, and include two (2) key projects that they were most proud of to have worked on.
5. Resumes of key personnel to be performing the planning functions for the City.
6. Samples of site plan review letters or similar communications to be submitted to the City.
7. A comprehensive cost and staffing proposal identifying specific rates for services and meeting attendance including: sample invoice detail, billing schedule, mileage charges, and/or incidental costs.

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8. Provide any additional information that you feel is pertinent in the City's decision on selecting a planning consultant.

IMPORTANT DATES

Identified below are the dates associated with this Request for Proposals.

Request for Proposals Issued: Wednesday, March 6, 2019

Proposal Due Date: Tuesday, April 16, 2019 by 3:00 P.M.

Interested parties are encouraged to submit questions regarding the Request for Proposals to the City Manager, Nathan Henne at Nathan.henne@ci.owosso.mi.us. Responses to questions will be provided directly by email.

SELECTION PROCESS

The selection process may include publicly held interview(s) and presentation(s) with members of City Council, City Administration, Planning Commission, and Zoning Board of Appeals. The final selection will be voted on by the City Council.

OFFER EXPIRATION DATE

Proposals in response to this RFP will be valid for sixty (60) days from the proposal due date. The City reserves the right to ask for an extension of time if needed.

OWNERSHIP OF MATERIALS

All materials submitted in response to the RFP become the property of the City of Owosso and supporting materials will not be returned. The City of Owosso is not responsible for any costs incurred by the company in the preparation of the proposal or for presentation or related meeting time.

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SERVICE AGREEMENT AND INSURANCE

The successful service provider will be asked to enter into a service agreement satisfactory to the City, and to provide a certificate of insurance showing coverage for liability, workers compensation, and automobile insurance. The service agreement will contain a provision specifying a deadline for submitting invoices. Any invoices submitted for services not billed in accordance with the deadline may, at the sole discretion of the City, be considered invalid and payment may be refused. Any future relationship between the Contractor and the City will be an “at will” relationship and may be terminated by either party, for any reason, following a 30 day notice.

INDEPENDENT CONTRACTOR STATUS

The City Planner will not be an employee of the City and must meet the IRS requirements for designation as an independent contractor or firm.

CONFLICT OF INTEREST

The City requires that service providers disclose conflicts of interest when they may occur immediately to the City Manager. The City, at its discretion, may arrange for alternative third party support in such cases. In general, the City will not allow a service provider to review applications from a client of the service provider. Past or pending client relationships may or may not be determined to be conflicts, but should always be disclosed and discussed with the City.

LEGAL REQUIREMENTS AND CONSIDERATIONS

1. What is your retention rate with employees or independent contractors?
2. Do you have a non-compete clause in any contract agreement with your planners?
3. Have you had any recent claims against you that have recently been settled? If any, please advise us of the circumstance.
4. What is the status of pending litigation involving your activities as contract administrator?
5. Provide information in those areas in which fines or penalties may have been levied against your company by a state or federal agency in connection with your performance of contracts similar to those that are sought by the City of Owosso. This also includes any fines or disciplinary action taken on any customer while you have had a relationship with them.

PROPOSAL FOR PLANNING SERVICES BID

On behalf of _____, I hereby submit this **PROPOSAL FOR PLANNING SERVICES** for your consideration. The undersigned acknowledges that this proposal is subject to the General Conditions and the General Specifications included in the contract documents. In submitting this proposal, it is understood that the right is reserved by the CITY to reject any and all proposals, and waive any irregularities in the bidding process. The CITY may award this contract based on any combination of the total bid and/or alternates.

Dated and signed at _____ State of _____

This _____ day of _____, 20_____.

Bidder

Witness:

By/s/

Business Address

Signature

Printed Name

Title

Telephone Number

E-Mail Address

PROPOSAL FOR PLANNING SERVICES BID

GENERAL CONDITIONS

1. LOCAL PREFERENCE POLICY

The city of Owosso has a local preference policy for the purchase of goods and services. The policy in part states: *A business located within the city limits and paying real or personal property taxes to the city of Owosso will be granted a 6% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. A business located outside the city limits but within Shiawassee County and paying property taxes to the county will be granted a 3% bid advantage or \$2,500, whichever is less, over a business located outside Shiawassee County. The preference also applies to subcontractors performing 25% or more of the work of a general contract.*

2. BID ACCEPTANCE

The city reserves the right to reject any or all proposals. Unless otherwise specified, the city reserves the right to accept any item in the proposal. In case of error in extending the total amount of the bid, the unit prices shall govern.

3. PAYMENT

Unless otherwise stated by the bidder, time, concerning discount offered, will be computed from date of delivery and acceptance at destination or from date correct bill or claim voucher properly certified by the contractor is received. When so stated herein, partial payments, based on a certified approved estimate by the city of materials, supplies or equipment delivered or work done, may be made upon presentation of a properly-executed claim voucher. The final payment will be made by the city when materials, supplies, equipment or the work done have been fully delivered or completed to the full satisfaction of the city.

4. BID DEFAULT

In case of default by the bidder or contractor, the city of Owosso may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

5. UNIT PRICES

Prices should be stated in units of quantity specified.

6. QUOTED PRICES

Unless otherwise stated by the bidder, prices quoted will be considered as being based on delivery to a designated destination and to include all charges for packing, crating, containers, shipping, etc., and being in strict accordance with specifications and standards as shown.

7. SUBSTITUTIONS

Wherever a reference is made in the specifications or description of the materials, supplies, equipment, or services required, to a particular trade name, manufacturer's catalog, or model number, the bidder, if awarded a contract or order, will be required to furnish the particular item referred to in strict accordance with the specifications or description unless a departure or substitution is clearly noted and described in the proposal.

8. HOLD CITY HARMLESS

The bidder, if awarded an order or contract, agrees to protect, defend, and save the city harmless against any demand for payment for the use of any patented material, process, article, or device that may enter into the manufacture, construction, or form a part of the work covered by either order or contract. Bidder further agrees to indemnify and save the city harmless from suits or action of every nature and description brought against it, for or on account of any injuries or damages received or sustained by any party or parties, by or from any of the acts of the contractor, his employees, subcontractors, or agents.

9. COMPETITIVE BIDDING STATUTES

The laws of the state of Michigan, the charter and ordinances of the city of Owosso, as far as they apply to the laws of competitive bidding, contracts and purchases, are made a part hereof.

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10. SAMPLES

Samples, when requested, must be furnished free of expense to the city and, if not destroyed, will upon request be returned at the bidder's expense.

11. EQUAL EMPLOYMENT OPPORTUNITY AND OTHER CLAUSES

The contractor shall agree not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined by Michigan Compiled Statutes, or national origin. This provision 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 for training including apprenticeship. The contractor further agrees to take affirmative action to ensure equal employment opportunities for persons with disabilities. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of the non-discrimination clause.

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LOCAL PREFERENCE POLICY

The following affidavit should be completed if a bidder is located within Shiawassee County or intends to sub-contract more than twenty-five percent (25%) to a Shiawassee County based business: The city of Owosso has a local preference policy for the purchase of goods and services as recorded in the city ordinance in section 2-348. "Lowest qualified bidder" defined.

1. The term "lowest qualified bidder," as used in this division, shall mean the lowest bidder having qualifications to perform the work which are satisfactory to the council. The lowest bidder shall be determined based on an adjusted bid tabulation which shall be prepared in the following manner: To the bid of any bidder which is neither a city-based business nor a county-based business shall be added an amount equal to six (6) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less.
2. To the bid of any bidder which is a county-based business shall be added an amount equal to three (3) percent of the bid or two thousand five hundred dollars (\$2,500.00), whichever is less; provided, however, that if no bid is received from a city-based business, no additional amount shall be added to the bid of a county-based business.
3. "Owosso-based business" shall be interpreted to mean a business registered with the county clerk or a corporation registered with the state having a business address within the city limits which pays real and/or personal property taxes levied by the city. The term "county-based business" shall be interpreted to mean a business other than a city-based business registered with the county clerk or a corporation registered with the state having a business address within the county which pays real and/or personal property taxes levied by the county.
4. If twenty-five (25) percent or more of a contract for construction or other services is to be subcontracted by a city-based business bidder to a non-city-based business or businesses, or by a county-based business bidder to a non-county-based business or businesses, the adjusted bid shall be calculated by applying the provisions of this section separately to each portion of the contract based on the status of the contractor or subcontractor performing that portion of the contract as a city-based or county-based business.

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AFFIDAVIT

In accordance with Section 2-348 of the Owosso city code, the bid from a business located in Shiawassee County shall be adjusted to reflect a preference. In order for the city to calculate the adjustment, the bidder hereby deposes and states that their business address is registered, and is currently paying real and/or personal property taxes in Shiawassee County at the following address:

Registered business address

The affiant further deposes and states that a sub-contract with a business registered, and paying real and/or personal property taxes in Shiawassee County will be executed for a percentage equal to or greater than twenty-five percent (25%) as stated below:

Business name and address of sub-contractor

Percentage of contract

Authorized signature

Date

Title

Company name

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SIGNATURE PAGE AND LEGAL STATUS

The undersigned certifies that he is an official legally authorized to bind his firm and to enter into a contract should the city accept this proposal.

Bid proposal by _____
(Name of Firm)

Legal status of bidder - Please check the appropriate box and **USE CORRECT LEGAL NAME.**

A. Corporation _____ ; State of Corporation _____

B. Partnership _____ ; List of names _____

C. DBA _____ ; State full name _____

D. Other _____ ; Explain _____

Signature of Bidder _____ Title _____
(Authorized Signature)

Signature of Bidder _____ Title _____
(Authorized Signature)

Address _____ City _____ Zip _____

Telephone () _____

Signed this _____ day of _____ 20_____.

Bidder acknowledges receipt of the following Addenda:

ADDENDUM NO.	BIDDER'S INITIALS
_____	_____
_____	_____
_____	_____