



**CITY OF NOVI
REQUEST FOR PROPOSALS**

**CONSULTANT –
MASTER PLAN FOR LAND USE**

August 1, 2007



**NOTICE - CITY OF NOVI
REQUEST FOR PROPOSALS**

CONSULTANT – MASTER PLAN FOR LAND USE

The City of Novi will receive sealed proposals for Consultant – Master Plan for Land Use according to the specifications of the City of Novi.

A mandatory pre-bid meeting will be held Thursday, August 9, 2007 at 10:00 A.M. in the Council Chambers at the Novi Civic Center, 45175 W. Ten Mile Rd., Novi, MI 48375-3024.

Sealed proposals will be received until **3:00 P.M.** prevailing Eastern Time, **Friday, August 17, 2007**, at which time proposals will be opened and read. Proposals shall be addressed as follows:

**CITY OF NOVI
CAROL J. KALINOVIK, PURCHASING DIRECTOR
45175 W. Ten Mile Rd.
Novi, MI 48375-3024**

All proposals must be signed by a legally authorized agent of the bidding firm.
ENVELOPES MUST BE PLAINLY MARKED

"CONSULTANT - MASTER PLAN FOR LAND USE PROPOSAL"

AND MUST BEAR THE NAME OF THE PROPOSER.

The City reserves the right to accept any or all alternative proposals and award the contract to other than the lowest bidder, to waive any irregularities or informalities or both; to reject any or all proposals; and in general to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interest of the City of Novi.

Carol J. Kalinovic
Purchasing Director
ckalinovic@cityofnovi.org

Notice dated: August 1, 2007



**CITY OF NOVI
CONSULTANT – MASTER PLAN FOR LAND USE**

INSTRUCTIONS TO BIDDERS

Issuing Office

This bid is issued by the Purchasing Office of the City of Novi.

For questions regarding the proposal, please contact:

Carol J. Kalinovik, Purchasing Director
ckalinovik@cityofnovi.org

Important Dates

Bid Issue Date	August 1, 2007
MANDATORY Pre-Bid Meeting	Thursday, August 9, 2007 at 10:00 A.M.
Response Due Date	Friday, August 17, 2007 by 3:00 P.M.
Last Date for Questions	Tuesday, August 14, 2007 by 12:00 Noon

Instructions to Bidder

This section is intended to provide interested contractors with sufficient information to enable them to prepare and submit proposals for consideration by the City of Novi.

Proposal Submittals

Submitted proposals shall include:

- Bid Submittal form (see page 17)
- Proposal (including Vendor Questionnaire)
- Fee proposal (**in separate sealed envelope**)

Type of Contract

If a contract is executed as a result of the quotation, it stipulates a fixed price for services.

Contract Award

The contract that will be entered into will be that which is most advantageous to the City of Novi, prices and other factors considered.

Right of Refusal

The City reserves the right to accept any or all alternative proposals and to award the contract to other than the lowest Bidder, waive any irregularities or informalities or both, to reject any or all proposals, and in general, to make the award of the contract in any manner deemed by the City, in its sole discretion, to be in the best interests of the City of Novi.

Incurring costs

The City of Novi is not liable for any costs incurred by bidders prior to issuance of a contract.

Changes to the BID

Should any prospective Bidder be in doubt as to the true meaning of any portion of the Request for Proposal, or should the Bidder find any patent ambiguity, inconsistency, or omission therein, the Bidder shall make a written request (via email) for official interpretation or correction. Such request shall be submitted to the issuing office by the date listed above. The individual making the request shall be held responsible for its prompt delivery.

Such interpretation or correction, as well as any additional Bid provisions that the City may decide to include, will be made as an addendum, which will be posted on the MITN website at www.mitn.info. Any addendum issued by the City shall become part of the Bid Proposal and shall be taken into account by each bidder in preparing their proposal.

Response Date

To be considered, sealed proposals (with separate sealed fee proposal) must arrive at the OFFICE OF THE PURCHASING DIRECTOR, 45175 W. Ten Mile Rd., Novi, Michigan 48375, on or before the specified time and date. ***All proposals must be delivered to the City of Novi by 3:00 P.M. Eastern Standard Time on Friday, August 17, 2007.*** There will be no exceptions to this requirement. The City of Novi shall not be held responsible for lost or misdirected proposals.

Contractors mailing proposals should allow ample time to ensure the timely delivery of their proposals. All proposals must be contained in sealed envelopes marked on the outside with the contractor's name and the name of the bid. Proposals received after the closing date and time will not be accepted or considered. Telegraphic, facsimile, or telephone proposals are not acceptable.

Submission of Bids

All proposals will remain valid for One Hundred and Twenty (120) days from due date and cannot be withdrawn during this period.

Failure to include in the proposal all information requested may be cause for rejection of the proposal.

Bids must be clearly prepared and legible and must be signed by an Officer of the submitting Company on the enclosed form. Proposals must show unit and total prices.

ANY CHANGES MADE ON PROPOSAL FORMS MUST BE INITIALED OR YOUR BID MAY BE CONSIDERED NON-RESPONSIVE.

Proposals must contain all shipping/handling charges. It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all State and Federal taxes applying on all items and quotes contained within the proposal.

The successful vendor will be prohibited from assigning, transferring, converting, or otherwise disposing of the contract agreement to any other person, company or corporation without the expressed written consent of the City of Novi. The use and scope of contractor responsibility must be clearly defined.

In the hiring of employees for the performance of work under this contract, neither the contractor, subcontractor, nor any person acting in their behalf shall by reason of race, creed, color, sex, sexual preference or handicap discriminate against any person qualified to perform the work required in the execution of the contract.

Proposal

An **UNBOUND ORIGINAL and Six (6) copies** of each proposal (**with fee proposal in a separate sealed envelope**) must be submitted to the Office of the Purchasing Director. No other distribution of the proposals will be made by the Contractor. Proposals must be signed by an official authorized to bind the Contractor to its provisions.

Acceptance of Proposal Content

Should a contract ensue, the contents of the proposal of the successful Bidder may become contractual obligations. Failure of a contractor to accept these obligations may result in cancellation of the award.

Material Submitted

All documents, specifications, and correspondence submitted to the City of Novi become the property of the City of Novi and are subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act".

This Act also provides for the complete disclosure of contracts and attachments hereto. This means that any informational material submitted as part of this RFP is available without redaction to any individual or organization upon request.

Economy of Preparation

Proposals should be prepared simply and economically, providing a straightforward and concise description of the contractor's ability to meet the requirements of the bid. Emphasis should be on completeness and clarity of content. Included in the response must be a point by point response to the Requirements and other sections of the bid.

Disclosure of Proposal Content

After contract award, and upon written request, a summary of total price information for all submissions will be furnished to those contractors participating in this bid.

Independent Price Determinations

By submission of a proposal, the offerer certifies, and in case of a joint proposal, each party hereto certifies as to its own organization, that in connection with the proposal:

- (a) The prices in the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offerer or with any other Competitor; and
- (b) No attempt has been made or will be made by the offerer to induce any other person or firm to submit or not submit a proposal for the purpose of restricting competition.

Each person signing the proposal certifies that:

- (c) He is the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal and that he has not participated and will not participate in any action contrary to (a) and (b) above; or
- (d) He is not the person in the offerer's organization responsible within that organization for the decision as to prices being offered in the proposal but that he has been authorized in writing to act as agent for the persons responsible for such decisions in verifying that such persons have not participated, and will not participate, in any action contrary to (a) and (b) above, and that as their agent, does hereby so certify; and that he has not participated, and will not participate in any action contrary to (a) and (b) above.

A proposal will not be considered for award if the sense of the statements required in the proposal has been altered so as to delete or modify the above.



CITY OF NOVI SPECIFICATIONS

CONSULTANT – MASTER PLAN FOR LAND USE

OVERVIEW

The City of Novi is soliciting proposals from qualified and experienced firms to assist the Community Development Department with review and analysis of select areas as an update to the 2004 Master Plan for Land Use. The consultant work is to provide assistance to review the recommended land uses for three areas: **1) the southwest quadrant residential corners, 2) Novi Road/I-96 interchange, and 3) an area near the southwest corner of 12 Mile and Wixom roads.**

The intention of this document is to solicit professional proposals for the City's consideration for entering into a contract with one or more qualified firms in order to provide the necessary services for review of the Master Plan for Land Use.

It is expected that the consultant services will be a part of a collaborative effort with members of the Community Development staff, the Planning Commission, and community stakeholders. City staff has already prepared significant background information on these areas and conducted a number of meetings with the Planning Commission subcommittee to initiate the review process. The final report will be a collaborative effort between staff and the selected consultant. Time is of the essence in this work, the consultant portion of this work is to be completed and ready for presentation to the Planning Commission by early December 2007. Firms capable and prepared to meet this timeframe should express interest.

Independent professional policy and land use recommendations are encouraged from those making the proposals and will be reviewed and evaluated based on the best interest of the City.

General information regarding the City is available at www.cityofnovi.org.

The 2004 Master Plan for Land Use is available at:
<http://cityofnovi.org/Services/CommDev/MasterPlan/OverviewMasterPlan.asp>

BACKGROUND

In December 2004, the City of Novi Planning Commission adopted the Master Plan for Land Use, following substantial public input, and extensive review and recommendations by City staff. The City of Novi is located in southwestern Oakland County, bounded by Eight Mile Road on the south and 14 Mile Road and Pontiac Trail

on the north, and extending from Haggerty Road on the east to Napier Road on the west, containing more than 31 square miles.

Novi experienced an increase in population of 43 percent in the decade from 1990 to 2000, with a total of 47,386 residents in the year 2000. Because of the rapid development and growth in Novi during the last few years, a mid-term census was conducted in May 2006, revealing a total of 52,231 residents, an increase of 10.2 percent in the six years since the 2000 decennial census.

Since the adoption of the Plan, development activity in Novi has continued at a brisk pace, including significant developments such as Providence Hospital and the associated medical campus; high tech research and office developments such as the ITC Headquarters, Ryder Headquarters, and expansion of the research and development parks; and numerous reinvestments in the regional and local shopping centers in Novi. Several studies have been conducted by the Community Development Department since the 2004 Master Plan was approved including a Fiscal Analysis, Pedestrian and Pathway Study, Commercial Land Use Analysis, OST Analysis, and the Plan Review Center Annual Report for 2006.

Due to increased development pressure throughout the City, the City of Novi would like to reassess the goals and objectives of the Master Plan for Land Use and to provide direction for future development within three identified study areas.

PROJECT DESCRIPTION

Request for Proposals are being solicited to hire one or more planning consultants to review the 2004 Master Plan for Land Use (the Plan), and associated study updates. Three specific study areas within the City of Novi are identified for review.

- **Southwest quadrant residential corners**

The Plan will be reviewed for recommended land uses primarily at intersections in the southwest quadrant of the City, an area consisting of approximately six square miles. Needs Analyses for non-residential uses in the market area of the community will be necessary to determine the need for additional, if any, non-residential land uses in this quadrant. Additionally, the Plan will be reviewed for the recommended residential densities in this quadrant. The land uses and residential densities recommended in the 2004 Plan will be modified if, and only, where determined necessary and appropriate.

- **Novi Road / I-96 Interchange**

The Plan will be reviewed for recommended land uses for properties surrounding this key intersection. The southwest quadrant of I-96 and Novi Road area is part of a large area for additional study and review identified in the 2004 Master Plan for Land Use. The area has and continues to function as a light industrial and office area. In the 2004 Plan, the area is identified as "Downtown West District".

Specific uses were not provided for and further consideration of those uses is anticipated.

- **Southwest corner of 12 Mile and Wixom**

The Plan identifies the area south of 12 Mile and west of Wixom road as a “Special Planning Project Area”, which is described as an area that requires further study to determine future land use.

BACKGROUND INFORMATION FOR REVIEW

For three areas of study, the selected consultant will review the following studies and other prepared information:

- Master Plan for Land Use 2004.
- Current and historic land use and zoning information for the areas under study as prepared and collected by the Community Development Department.
- Studies prepared and updated by the Community Development Department since the Master Plan was completed in 2004, including the Fiscal Analysis, the Pedestrian and Pathway Study, the Commercial Land Use Analysis and the OST Analysis.
- Available and projected utility infrastructure for the study areas: Sanitary Study (2005), Water Study (2003), Storm Water Phase 2 (2006).
- Development activities throughout the City of Novi as shown on the Projects Map updated to July 2007.
- Several recent proposals made to the City to modify the land uses, zoning and development within the identified study areas.
- Review development activities occurring in Lyon Township to the west of Novi, and the City of Wixom to the northwest of Novi for possible impact on land uses and recommendations for the study areas.

PROJECT OBJECTIVES

- To review the existing Plan and additional information to determine if the existing land use plans and recommendations should continue as established and approved. If after study any modifications to the established plan are recommended, the consultant will develop a clear land use plan with appropriate rationale for modification.
- To review the City's Thoroughfare Plan and identify strategies for improvement to the City's major corridors, within the three study areas.
- To provide graphics of the highest professional quality.
- To provide the update to the Master Plan for Land Use and all its components, graphics, etc. in a format that is adaptable to the City's web page and also made available to the City on CD.
- To conduct progress briefings with the City staff, Planning Commission and City Council.
- To conduct public forums to solicit opinions from residents, business persons and landowners regarding the future direction of the City. At least one public input

session is needed, with supplemental information to be collected by staff via the city's website. The consultant may make additional recommendations for input sessions.

- To ensure the final product is consistent with State Law and recent court rulings and supports City policies for regulating development.
- To be available and ready to provide any expert testimony before policy or legal bodies as necessary for purposes of explaining the rationale for the Plan.

SCOPE OF SERVICES

The selected consultant will complete the following:

Needs Analyses

Consultant will provide three needs analyses for assistance in determining whether adequate land is set aside for retail uses, office uses and industrial/research and development uses. Market research for different types of retail uses, along with saturation and long-term sustainability of retail uses will need to be conducted and analyzed. Similar studies will be needed for office and industrial/research and development uses within the City of Novi. The consultant will utilize the existing studies prepared by the Community Development Department for assistance in the needs analyses.

Land Use Map Review and Recommendations

The selected consultant will review land uses recommended in the 2004 Master Plan for Land Use for the three identified study areas. Review of prior Plans and other documents for the recommended land use categories and residential densities for future use of these areas will be needed.

- Where needed, clarity will be provided for the land use designations provided in the 2004 Master Plan for Land Use.
- The consultant will review the recommended land use densities as depicted in the 2004 Master Plan for Land Use, and in comparison to the recent submittals for land use modifications in the southwest quadrant. The consultant may make recommendations for future land use densities, taking into consideration the infrastructure availability and capacity, and the recommendations of the Thoroughfare Plan, and any updated road or infrastructure improvements in these areas.

PUBLIC INPUT

As a part of this RFP, consultant is asked to provide the proposed methodology and number of public forum(s) proposed to solicit opinions from residents, business persons, and landowners regarding the future direction of the City.

COMMUNICATION AND COORDINATION

As a part of this RFP, consultant is asked to identify how and when communication and coordination efforts with the City's Deputy Director of Community Development and staff planner will be provided.

WORK PRODUCTS

On acceptance of the final product by the City, the consultant will provide 40 copies of the final report in three-ring binders, plus three copies in a format compatible with the City's systems. The final plan shall be in a form adaptable for posting on the City's web site.

EXPERIENCE AND APPROACH

In response to this RFP, the consultant is asked to provide information regarding the consultant's experience on similar projects and Master Plan updates, technical approaches, key personnel, manpower available, ability to complete work in a timely manner, preliminary fee with estimate of personnel hours, pay rates, overhead direct costs, reimbursable expenses, etc.

EVALUATION CRITERIA

The RFPs will be reviewed and evaluated by city staff for recommendation to the City Council based on the demonstrated ability of the consultant to complete the required work in the timeframe provided, and on the following additional criteria:

- **Firm's current resource capability to perform required services**
- **Evaluation of assigned personnel**
- **Related experience: Master plan creation or update in state of Michigan**
- **Ability to relate to project requirements**
- **Analysis of subjective statements applicable to the project as required by the RFP**
- **Budget, cost controls experience & results on previous project**

PROFESSIONAL APPROACH

The consulting firm will represent that all tasks will be performed in accordance with generally acceptable professional standards and further represent that the advice and consultation provided will be within its authority and capacity as a professional. The firm will comply with the regulations, laws, ordinances and requirements of all levels of government applicable to this project, including the Municipal Planning Act, PA 285 of 1931, as amended. Include acknowledgement of the above in the proposal.

MANDATORY REQUIREMENTS

These guidelines are provided to assist firms submitting in response to this RFP in formulating a thorough response. The successful firm ensures and understands that:

- All licenses required by the State of Michigan are to be maintained by the firm during the course of the contract.
- All required insurances are to be maintained by the firm during the course of the contract.
- The firm will provide a single point of contact for the duration of the contract.
- The firm will ensure completion of the project in accordance with the proposed timeline as proposed by the consultant and approved by the City.
- The firm will comply with administrative procedures of the City.
- The firm will meet with applicable City departments and consultants to review specific concerns or issues.

ANTICIPATED SCHEDULE

Mandatory Pre-Bid Meeting	August 9, 2007
RFP Response Due:	August 17, 2007
Selection of Consultant:	August 20, 2007
Award Contract:	August 27, 2007
Completion of Contract Work:	December 7, 2007

**CITY OF NOVI
CONSULTANT – MASTER PLAN FOR LAND USE**

VENDOR QUESTIONNAIRE

Date: _____

Firm Name: _____

Address: _____

City/State/Zip code: _____

Phone Number: _____

Fax Number: _____

Email Address: _____

Firm Established: _____

Years in business: _____

Type of organization (individual, partnership, corporation, joint venture, other)

How many years has your company been providing planning services?

How many clients does your company currently serve with the type of services described? Explain the capacity of the services provided.

Please provide a list of client references. Include name, address, phone number, contact person and briefly describe scope of services performed.

How many public sector (governmental) clients has your company served?

Please provide name, address, phone number, contact person and briefly describe scope of services performed.

Describe the smallest and largest local governmental project your company has been involved with. Identify personnel involved.

How many employees does your company currently employ? _____

Part time _____. Full time _____.

How many planners does your company employ?

Total planners _____. AICP certified _____.

Describe the resources you are capable of bringing to the City of Novi. Include specific information on specialized resources available, in particular, capacity to complete Needs Analyses, public facilitation.

Submit profiles of staff to be assigned to this project and examples of similar work performed by each staff member.

Describe methods of communication with your clients.

Provide a detailed timeline for this project.

Provide a description of the deliverables to be provided at the end of the project

Is a contract required? If so, please attach a copy of your standard contract.

What are your billing procedures? _____

Have you been involved in any litigation during the past five years? If so, provide an explanation.

Provide a complete Cost Proposal including hourly rates for each person assigned to this project. Estimate the amount of time each person will spend on each task identified in the work program. Show estimates for materials, travel and other reimbursable expenses. Show total project cost as a not-to-exceed amount. Payment typically will be remitted following receipt of a properly completed monthly invoice.

How are subconsultants managed within your organization?

Do you charge an administrative overhead fee for subconsultants? Please explain.



**CITY OF NOVI, MICHIGAN
PURCHASING DEPARTMENT**

45175 W. TEN MILE RD.

NOVI, MI 48375

(248) 347-0446

Email: ckalinovik@cityofnovi.org

CONSULTANT – MASTER PLAN FOR LAND USE

BIDS DUE Friday, August 17, 2007 BY 3:00 P.M.

Bid submitted by:

Name (printed) _____ Title: _____

Company (Legal Registration) _____

Address _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

E-mail _____

Signature _____ Date _____

For information on responding to this RFP, contact Carol Kalinovik, Purchasing Director, at ckalinovik@cityofnovi.org

Submittal of Bids: Bids must be delivered prior to the due date and time specified above to the City of Novi, Purchasing Department, 2nd floor, 45175 W. Ten Mile Rd., Novi, Michigan 48375. Bids must be submitted by person or mail. Faxed quotations will not be accepted.

THE BID ENVELOPE MUST BE IDENTIFIED WITH THE FULL BID NAME AND DUE DATE.

FAILURE TO SUBMIT PRICING ON THE PROPOSAL FORM PROVIDED BY THE CITY OF NOVI MAY CAUSE THE BID TO BE CONSIDERED NON-RESPONSIVE AND INELIGIBLE FOR AWARD.

NOTICE TO BIDDERS:

The City of Novi officially distributes bid documents through the Michigan Intergovernmental Trade Network (MITN). **Copies of bid documents obtained from any other source are not considered official copies.** The City of Novi cannot guarantee the accuracy of any information not obtained from the MITN website and is not responsible for any errors contained by any information received from alternate sources. Only those vendors who obtain bid documents from the MITN system are guaranteed access to receive addendum information, if such information is issued.

If you obtained this document from a source other than the source indicated, it is recommended that you register on the MITN site, www.govbids.com, and obtain an official copy.



CITY OF NOVI INSURANCE REQUIREMENTS

ATTACHMENT A

1. The Contractor shall maintain at its expense during the term of this Contract, the following insurance:
 - a. **Worker's Compensation** insurance with the Michigan statutory limits and Employer's Liability insurance with minimum limits of **\$100,000** (One Hundred Thousand Dollars) each accident.
 - b. **Commercial General Liability Insurance** – The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance, Personal Injury, Bodily Injury and Property Damage on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** (One Million Dollars) per occurrence combined single limit.
 - c. **Automobile Liability** insurance covering all owned, hired and non-owned vehicles with Personal Protection insurance to comply with the provisions of the Michigan No Fault Insurance Law including Residual Liability insurance with minimum bodily injury limits of **\$1,000,000** (One Million Dollars) each person and **\$1,000,000** (One Million Dollars) each occurrence and minimum property damage limits of **\$1,000,000** (One Million Dollars) each occurrence.
 - d. The Contractor shall provide proof of **Professional Liability** coverage in the amount of not less than **\$1,000,000** (One Million Dollars) per occurrence and/or aggregate.
2. The Contractor shall be responsible for payment of all deductibles contained in any insurance required hereunder.
3. If, during the term of this Contract, changed conditions or other pertinent factors should in the reasonable judgment of the City render inadequate insurance limits, the Contractor will furnish on demand such additional coverage as may reasonably be required under the circumstances. All such insurance shall be effected at the Contractor's expense, under valid and enforceable policies, issued by the insurers of recognized responsibility which are well-rated by national rating organizations and are acceptable to the City.

4. All policies shall name the Contractor as the insured and shall be accompanied by a commitment from the insurer that such policies shall not be canceled or reduced without at least thirty (30) days prior notice date to the City.

All policies except Professional Liability insurance shall name the City of Novi, its officers, agents and employees as additional insured. Certificates of Insurance evidencing such coverage shall be submitted to Carol J. Kalinovic, Purchasing Director, City of Novi, 45175 West Ten Mile Road, Novi, Michigan 48375-3024 prior to commencement of performance under this Contract and at least fifteen (15) days prior to the expiration dates of expiring policies.

5. If any work is sublet in connection with this Contract, the Contractor shall require each subcontractor to effect and maintain at least the same types and limits of insurance as fixed for the Contractor.
6. The provisions requiring the Contractor to carry said insurance shall not be construed in any manner as waiving or restricting the liability of the Contractor under this contract.
7. The City has the authority to vary from the specified limits as deemed necessary.

ADDITIONAL REQUIREMENTS

Indemnity

1. The Contractor agrees to save harmless and defend the City against and from any or all liability, loss or damages (including without limitations, fees and expenses of attorneys, expert witnesses and other consultants) which the City may suffer as a result of claims, demands, costs, or judgments against it arising from, out of or in consequence of the performance of this Agreement, excepting only such liability, loss or damage as shall have been occasioned by the sole negligence of the City of Novi, its officers, agents or employees.
2. The Contractor agrees that it is its responsibility and not the responsibility of the City of safeguard the property and materials used in performing this Contract. Further the Contractor agrees to hold the City harmless for any loss of such property and materials used in pursuant to the Contractor's performance under this Contract.
3. The Contractor shall not discriminate against any employee, or applicant for employment because of race, color, sex, age, or handicap, religion, ancestry, marital status, national origin, place of birth, or sexual preference. The Contractor further covenants that it will comply with the Civil Rights Act of 1973, as amended; and the Michigan Civil Rights Act of 1976 (78. Stat. 252 and 1976 PA 453) and will require a similar covenant on the part of any consultant or subcontractor employed in the performance of this contract.



CITY OF NOVI
GENERAL CONDITIONS

PREPARATION OF BID/ REQUEST FOR PROPOSALS

1. Bidders/Proposers are expected to examine specifications and all instructions. Failure to do so will be at the bidder's risk.
2. The City of Novi is not liable for any costs incurred by bidders/proposers prior to issuance of an award/contract. Each bidder/proposer shall furnish all information required in the Bid/RFP package. Any erasures or changes must be initialed by the person signing the bid/proposal form. Corrections or modifications received after the closing time specified will not be accepted.
3. The City of Novi reserves the right to amend this bid prior to the bid opening date indicated. Only written addenda will be binding. If upon review, material errors in specifications are found, contact the Purchasing Department immediately, prior to the bid opening date to allow for review and subsequent clarification on the part of the City of Novi.

SUBMISSION OF BID/REQUEST FOR PROPOSALS

1. To be considered, each firm must submit a complete response. The bid/proposal must be signed by an authorized agent of the bidding/proposing firm to bind the submitter to its provisions.
2. An **UNBOUND original (marked "Original")** and six (6) copies of the bid/proposal shall be submitted in a sealed envelope and shall include the following information on the face of the envelope:

Bidder's/Proposer's Name
Address
Name of Bid/RFP

Failure to do so may result in a premature opening or failure to open such proposal. Bidders must use attached bid proposal form when included. Those which do not comply with these conditions are subject to rejection.

3. Should any prospective bidder/proposer be in doubt as to the true meaning of any portion of this bid/RFP or should the prospective bidder/proposer find any patent ambiguity, inconsistency, or omission therein, the bidder/proposer shall make a written request for an official interpretation. Such request shall be submitted to the Purchasing Director not less than seven (7) days prior to the bid/proposal deadline.

4. Such interpretation, as well as any additional information will be made only as an addendum which will be mailed or delivered to each firm recorded as having received a copy of the original bid/proposal package.
5. Bidders/Proposers are responsible for the timely receipt of their bid/RFP. Delays in the mail will not be considered. Any proposal received after the stated deadline will not be considered or opened. Faxed bids/proposals are not accepted.
6. In the event no bid/RFP is submitted, written notification should be sent to the Purchasing Director advising whether future invitations are desired.
7. A bid/RFP may be withdrawn by giving written notice to the Purchasing Director before the stated closing time. After the stated closing time, no bid/RFP may be withdrawn or canceled for a period of one hundred twenty (120) days after stated closing time.
8. The firm, by execution of the proposal, thereby declares that the proposal is made without collusion with any other person, firm, or corporation making any other proposal, or who otherwise would make a proposal.

DISCLOSURE

All information in the bidder's/proposer's proposal is subject to disclosure under the provisions of Public Act No. 442 of 1976 known as the "Freedom of Information Act". This act also provides for the complete disclosure of contracts and attachments thereto.

CONSIDERATION OF PROPOSALS

1. In cases where items are requested by a manufacturer's name, trade name, catalog number or reference, it is understood that the bidder/proposer intends to furnish the item so identified or an item of "equal" quality and value as determined by the City of Novi.

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" quality and value will be considered, provided that the bidder/proposer states in his/her proposal what he/she proposed to furnish, including literature, or other descriptive matter which will clearly indicate the character of the item covered by such proposal.

2. The Purchasing Director hereby reserves the right to approve as an "equal", any item proposed which contains minor or major variations from specification requirements, but which may comply substantially therewith.
3. Samples for testing may be requested by the City of Novi during bid/proposal evaluation. Samples shall be free to the City. Failure to provide samples or demonstrations on a timely basis will be justification for bid/proposal rejection.

4. All City of Novi purchases require a Material Safety Data Sheet, ("MSDS"), where applicable, in compliance with Miosha "Right To Know" law. The MSDS must include the following information:
 - A. The chemical name and the common name of the toxic substance.
 - B. The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosivity, and reactivity;
 - 2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - 3) The primary routes of entry and symptoms of overexposure.
 - C. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - D. The emergency procedure for spills, fire, disposal, and first aid.
 - E. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - F. The year and month, if available, that the information was compiled and the name, address, and emergency telephone number of the manufacturer responsible for preparing the information.

BID/RFP AWARD

1. Upon receipt of materials, each bid/proposal will be reviewed. Bids/proposals may be reviewed with respect to, but not limited to, the following factors:
 - A. Unit Price - In case of mistakes in extension, the unit price shall govern.
 - B. Total Price
 - C. Delivery Time
 - D. City of Novi's evaluation of vendor's ability to perform.
 - E. Vendor's past performance record
 - F. City of Novi's experience with products bid
 - G. Results of testing samples (if requested)
 - H. Specific needs and requirements of the City of Novi
 - I. References

The departmental recommendation will be placed on the agenda for action by the City Council.
2. The City of Novi reserves the right to award the bid/proposal in its entirety or to subdivide the award according to the best interests of the City of Novi.
3. After contract award, a summary of total price information for all submissions will be furnished to those vendors participating in the bid/RFP.

4. The City may, from time to time, find it necessary to continue this contract on a month-to-month basis only, not to exceed a six (6) month period. Such month-to-month extended periods shall be by mutual agreement of both parties, with all provisions of the original contract or any extension thereof remaining in full force and effect.

TERMS

1. All bid prices will be based on F.O.B. (City of Novi) our location.
2. It is understood that the City of Novi is a governmental unit, and as such, is exempt from the payment of all State and Federal taxes applying on all items and quotes contained with the proposal. All bids are tax-exempt, State of Michigan, #386032551.
3. Where applicable, a packing list shall accompany each shipment and shall include the following information:
 - A. Name and address of vendor
 - B. Name of requesting department
 - C. **CITY OF NOVI PURCHASE ORDER NUMBER**
 - D. Description of material shipped, including item numbers, quantity, number of packages.
4. Invoices shall be sent directly to:

THE CITY OF NOVI
ATTN: FINANCE DEPARTMENT
45175 West Ten Mile
Novi, Michigan 48375

INVOICES MUST CONTAIN THE CITY OF NOVI PURCHASE ORDER NUMBER IN ORDER TO BE PROCESSED.

5. Fund Out -The City of Novi shall be the final authority as to availability of funds and how such available funds are to be allotted and expended. In the event funds for this project/purchase are not made available or otherwise allocated, the City of Novi may terminate this contract upon thirty (30) days prior written notice to the contractor.
6. Non-Performance – If in the opinion of the City of Novi, the contractor fails to perform after reasonable notice, or the contractor willfully or negligently does not comply with specifications, requirements, terms and conditions of the contract, the City reserves the right to cancel the contract by means of written notification.

CHECK LIST FOR BIDDERS

All information required by the terms of the bid documents must be furnished.

MISTAKES OR OMISSIONS CAN RESULT IN THE REJECTION OF YOUR BID.

Important items for you to check are included in, but not limited to, those listed below. This checklist is furnished only to assist you in submitting a proper bid. Check as you read.

- _____ Is your bid properly signed? (refer to bid documents)
- _____ If required, have you entered a unit price for each bid item?
- _____ If required, have you entered the unit price or lump sum price in both words and figures? (unit price or lump sum price in words governs)
- _____ Are decimals in unit price in the proper places? Are your figures legible?
- _____ Is the envelope containing your bid properly identified that it is a sealed bid and does it contain the correct project name and bid opening date?
- _____ If required, are references included?
- _____ Will your bid arrive on time? Late bids will not be considered. Bids must be received by the **Office of the Purchasing Director** before the time specified on the date specified.
- _____ Are any bid bonds or bid deposits, if required, included in your bid package?
- _____ Addendum, if required, acknowledged on your bid proposal?
- _____ Did you include an **unbound** original (marked as **"Original"**) plus the required number of copies of your bid?



CITY OF NOVI
STATEMENT OF NO BID
CONSULTANT – MASTER PLAN FOR LAND USE

If bidder is not bidding on the goods and/or services as stated in this proposal, please complete and return this form to:

Carol J. Kalinovik – Purchasing Director
City of Novi
45175 W. Ten Mile Rd.
Novi, MI 48375
Fax: (248) 735-5682

Name of firm: _____

Address: _____

Authorized Agent: _____
(please print or type)

Signature : _____

Title: _____

Phone: _____ Fax: _____

The above has declined to submit a bid response for the following reason(s) (please check all that apply):

- ☐ Our schedule would not permit us to perform.
- ☐ We do not offer this commodity and/or service, or an equivalent.
- ☐ Insufficient time to respond to the proposal.
- ☐ Goods offered by our company do not meet stated specifications.

Remarks: _____

