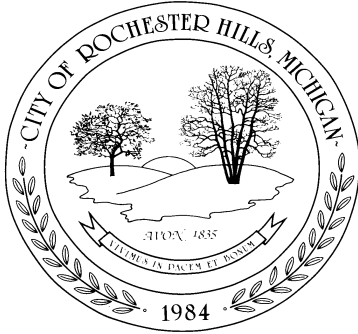


September 28, 2007



**NOTICE OF INTENT TO ACCEPT PROPOSALS
FOR PLANNING SERVICES
RFP-RH-07-042**

Proposals for **PLANNING SERVICES** will be received by the City of Rochester Hills at the Purchasing Division/Fiscal Team, 1000 Rochester Hills Drive, Rochester Hills, MI 48309 until **3:00 p.m.** local time, on **FRIDAY, OCTOBER 26, 2007**, at which time and place the proposals will be publicly opened and read aloud.

The City of Rochester Hills officially distributes bid/proposal documents from the Purchasing Division or through the Michigan Intergovernmental Trade Network (MITN). Copies of proposal documents obtained from any other source are not considered official copies. Only those vendors who obtain proposal documents from either the Purchasing Division or the MITN System are guaranteed access to receive addendum information, if such information is issued. The first step to do business with the City is to become a registered vendor by visiting the City website at www.rochesterhills.org, select City Services, Purchasing and Vendor Registration to link to the MITN website. Final proposal results will be posted on the MITN website after award.

Any deviation from the specifications must be noted on the proposal.

THE CITY OF ROCHESTER HILLS RESERVES THE RIGHT TO REJECT ANY AND ALL PROPOSALS.

Please submit proposal on or before the date and time given above to:

Jean A. Farris, CPPB, Supervisor of Procurement
City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, Michigan 48309
248-841-2538

All proposals (**8 copies**) must be submitted in a sealed envelope marked **“RFP – PLANNING SERVICES.”**

**REQUEST FOR PROPOSALS FOR
PLANNING SERVICES
RFP-RH-07-042**

The City of Rochester Hills is seeking planning services to assist the City on an as needed basis for various assignments including, but not limited to, projects submitted for site plan compliance review, field verification, and various meetings. The requested professional services are to be provided by an individual firm.

ON-CALL PLANNING SERVICES

The City of Rochester Hills desires to select a firm to provide complete on-call services for conducting plan reviews, provide guidance to applicants to meet Code requirements, provide guidance in Code refinement, provide the necessary field verification of information provided or to be generated, and prepare summary reports to the City of Rochester Hills that details acceptance of proposed plan and/or suggested actions to correct the determined Code deficiencies as presented by the applicant. The successful firm will become an integral team member for all aspects of that project review and approval. Historically, over past 4 years, the value of this contract has ranged between \$10,000 to \$15,000 annually.

SCOPE OF WORK

The planning services may include, but not be limited to:

Meet with prospective applicant(s) and/or their consultant team to present Code requirements and discuss initial insights to viability of the proposed project(s). Viability issues will include, but not be limited to, code compliance, site constraints, access, Master Land Use Plan designation, and density.

Review and summarize findings of plans, elevations, and any additional material submitted for technical compliance review. Review and findings shall be based on the City's current Codes, guidelines, and other standards as they may apply. Response time for preparation and submittal to Planning and Development Department of summary reports will vary depending on complexity and degree of change from previous submission.

Conduct field reconnaissance and verification regarding various aspects of site plan approval including, but not limited to, adjacent activities and existing conditions.

Attend City Council, Planning Commission, Zoning Board of Appeals, and Historic Districts Commission meetings on an as needed basis to present summary reports and

answer questions regarding various projects and assignments requested by Planning and Development Department.

Conduct research and analysis on an as needed basis as requested by the Planning and Development Department for various issues including but not limited to planning, and land development standards.

Assist the Planning and Development Department in developing reports and supporting graphics for but not limited to the Planning Commission, City Council, Zoning Board of Appeals, and Historic Districts Commission.

Assist the Planning and Development Department in interpreting and applying the standards contained within the City's Zoning and Land Regulation Codes including but not limited to developmental compliance, historic districts, one-family detached residential condominiums (site condos), and architectural guidelines.

Additional related services as mutually agreed to by the City and the selected firm.

Project assignments will be on an as-needed basis. Not each project submitted to the City for review and approval will necessarily require any or all of the professional services of the firm. The City reserves the right to perform work in-house or to assign specific projects on a separate competitive or negotiated basis to the selected firm or to other firms currently working on existing City projects.

To assist the firm, the City will do the following:

Provide the firm copies of all current Codes, maps, aerials, previous meeting minutes and historical codes as available, appropriate and as legally possible, in possession of the City relevant to the nature of the work assignments.

Provide the firm office space with phone, photocopy, and fax services for conducting work for City assignments within City Hall. This space is to be used for reviews, communications regarding issues associated with City assignments and projects.

SERVICE SPECIFICATIONS

The following is a general outline of the type of work to be performed by the successful firm. Broadly stated, the City desires to seek professional planning services to provide the following basic services.

The firm shall perform professional services including basic plan review for various projects submitted to the City for approval. The basic services require that the proposed projects be evaluated to determine compliance with the minimum (or maximum) land development standards and requirements of the City's various Codes, Ordinances, Guidelines, and Policies.

Based on past practice as well as the City's Codes, Ordinances, Guidelines, and Policies it can be

concluded that the professional services required include knowledge of county, state, local, and legal requirements.

The professional conducting such review shall prepare a report in a timely manner that identifies those areas or sections of the proposal that meets the City's criteria and those areas or sections that are deficient. When deficiencies are identified it is the City's policy that a course of action to correct the deficiency is recommended.

The timely manner for conducting the review and preparing the summary report will be determined with each project and any subsequent submittals for the same project. The allotted review time will be mutually determined by the City and the firm based on the complexity of the project submitted along with the number of corrections/revisions that were identified on previous submittals.

The firm may also participate with City staff in preliminary or concept meetings, upon request, to provide advisory information to prospective applicants as to how the various standards may apply to their property.

The firm shall also make their professionals available to answer questions directly from citizens and development approval applicants regarding Code compliance whether by phone, fax, mail, electronic mail, or receipt of plans. These procedures would be considered informal, but are to be made available to assist the applicant in a timely and responsive manner. All formal submittals will still be directed to and through the City's Planning and Development Department.

The City reserves the right and opportunity to request the firm to provide professional services for other activities that include, but are not limited to, Code analysis, special studies and representation at regional meetings, if City personnel are not available. The work may be for areas not specifically identified in this Request For Proposals, but will be closely associated. As an example: if the firm provides professional services in areas of Community Development, Economic Development, or the like the City may use this contract to secure those services.

The firm shall represent that all tasks will be performed in accordance with generally acceptable professional standards and further shall represent that the advice and consultation provided shall 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 any assigned project.

CONTRACT PERIOD AND PAYMENT TERMS

A contractual period will begin following City Council approval of the recommended firm and will be for a duration of three (3) years with the City's option to renew for two (2) subsequent years. Contract extension options will be completed prior to January of each available extension year.

Payment will be remitted following receipt of a monthly invoice that includes detailed project information.

MANDATORY REQUIREMENTS

These guidelines are provided to assist firms submitting in response to this Request for Proposals in formulating a thorough response. The successful firm shall ensure/understand that:

1. They will work closely with City staff during all phases of the work. The successful firm will be considered a key part of the project team, a strong, positive working relationship must be maintained.
2. All licenses required for a discipline by the State of Michigan shall be maintained by the firm during the course of the contract.
3. The firm will provide a single point of contact for the duration of the contract.
4. The firm will ensure a timely completion of assignments.
5. The firm will comply with administrative procedures of the City.
6. The firm will meet with applicable city departments to review project concerns and issues to seek a coordinated response to applicants.

GENERAL CONDITIONS

1. All correspondence or inquires from interested firms regarding this proposal shall be directed to the attention of Jean Farris, Supervisor of Procurement, 1000 Rochester Hills Drive, Rochester Hills, MI 48309, 248/841-2538. Any significant explanation desired by a proposer, regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective proposers before the submission of their proposals. Any information given to a prospective proposer concerning the RFP will be furnished to all prospective proposers as an addendum to the RFP, if such information would be of significance to uninformed proposers. The City shall make the sole determination as to the significance to uninformed proposers. Questions regarding the proposal must be made in writing prior to **WEDNESDAY, OCTOBER 17, 2007, at 12:00 Noon**, at which time a response will be prepared and posted on the MITN website.
2. Only Jean Farris is authorized to seek additional information from prospective firms regarding their proposals. Correspondence or inquires made directly to firms regarding their proposals from other persons are to be directed to Ms. Farris for appropriate review and response.
3. No proposal will be accepted from, or contract awarded to any person, firm, or corporation that is in arrears or is in default to the City of Rochester Hills upon any debt or contract, or that is in default as surety or otherwise, or failed to perform faithfully any

previous contract with the City.

4. No proposal may be withdrawn after it has been deposited with the City of Rochester Hills, except as provided by law.
5. All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Rochester Hills unless requested otherwise at the time of submission.
6. The City reserves the right to reject any and all proposals, to waive any informality in the proposal received and to accept any proposal or part thereof, which it shall deem to be most favorable to the interests of the City.
7. **Any deviation from the specifications must be noted in the proposal.**
8. The City reserves the right to terminate the contract without penalty upon 30 days written notice due to poor performance or for reasons deemed to be in its best interest. A designated representative of the City will be solely responsible for determining acceptable performance levels. His/her decision will be deemed in the City's best interest and will be final. The City reserves the right to re-award the contract to the second most qualified proposal, re-bid the contract or do whatever is deemed to be in its best interest.
9. The successful bidder must furnish documentation complying with State of Michigan and Federal laws relating to discrimination under Equal Employment Opportunity (EEO).
10. The City of Rochester Hills is exempt from all sales, excise and transportation taxes.
11. The selected firm shall maintain for the life of the agreement insurance coverage meeting the minimum limits of liabilities as outlined in Appendix A.
12. No faxed proposals will be accepted. All information requested herein shall be submitted with the proposal; failure to do so may result in rejection of the proposal as non-responsive and/or incomplete.
13. All costs incurred in the preparation and presentation of this proposal, in any way whatsoever, shall be wholly absorbed by the prospective firm. All supporting documentation shall become the property of the City of Rochester Hills unless requested otherwise at the time of submission. The confidentiality or disclosure of any information submitted is governed by the Michigan FOIA. The City cannot promise, warrant or guarantee confidentiality nor that the information presented will be exempt from disclosure under the FOIA. The City may honor requests for confidentiality only to the extent that FOIA permits.
14. No contract may be assigned, sublet or transferred without the written consent of the City

of Rochester Hills.

15. All data, specification, calculations, estimates, plan, drawings, construction documents, photographs, summaries, reports, memoranda and other documents, instruments, information and material prepared or accumulated by the contractor (or by such sub-consultants and specialty consultants) in rendering services hereunder shall be the sole property of the City who may have access to the reproducible copies at no additional cost other than printing. Provided that the contractor shall in no way be liable or legally responsible to anyone for the City's use of any such materials for another project, or following termination.
16. Contracts for work under this proposal will obligate the firm to not discriminate on the grounds of race, color, creed, religion or national origin in their employment practices.
17. It shall be the proposers' responsibility to make inquiry as to the changes or addenda issued. All such changes or addenda shall become a part of the contract and all bidders shall be bound by such changes or addenda.
18. The City of Rochester Hills reserves the right to approve the contact person and the persons actually performing the professional services on behalf of the consultant. If the City of Rochester Hills, in its sole discretion, is dissatisfied with the contact person or the person or persons actually performing the professional services on behalf of the Consultant, the City of Rochester Hills may require that the consultant assign a different person or persons to be the contact person or to perform the professional services hereunder.
19. All work shall meet with the approval of the Director of Planning and Development, or his authorized representative, as conforming to the provisions and requirements of this contract. The consultant will provide competent, suitable and qualified personnel to perform the work as required.
20. The consultant shall be fully liable for all acts and omissions of its subcontractor(s) and shall indemnify the City of Rochester Hills for such acts or omissions. The Consultant shall bind each subcontractor, if any, to the applicable terms and conditions of this contract for the benefit of the City of Rochester Hills.
21. Advanced payments will not be authorized. Payments will be made on a time and materials basis and acceptance of services rendered.
22. The consultant will provide competent, suitable and qualified personnel to perform the work as required by the specifications. The consultant will designate a representative who will be present at site and will have the authority to act on behalf of the consultant. The consultant's representative will not be replaced without prior written notice to the City. All communications given the consultant's representative will be as binding as if given to the consultant.
23. All proposals must be in accordance with the Purchasing Ordinance of the City of Rochester

Hills and the requirements of this notice to be deemed responsive. Any deviation from the specifications must be noted in the proposal.

24. The City of Rochester Hills reserves the rights to waive any informalities, or immaterial omissions or defects not involving price, time or changes in the work and to reject any or all proposals, if to do so is deemed in the best interest of the City. In no event will an award be made until all necessary investigations are made as to the responsibility and qualifications of the consultant to whom it is proposed to make such award. Any contract awarded to a person or company who is discovered to have been in default or disqualified at the time of the awarding of the contract shall be voidable at the discretion of the Mayor or the City of Rochester Hills.
25. The City reserves the right to modify the scope of services during the course of the contract. Such modification may include adding or deleting any tasks this project will encompass and/or any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the City. Changes may be increases or decreases.
26. In the event bankruptcy proceedings are commenced by or against consultant or under any provisions of the United States Bankruptcy Act or for the appointment of a receiver or trustee or a general assignment for the benefit of creditors of either party, City shall be entitled to terminate without further cost or liability. The City may cancel the Agreement/Contract or affirm the Contract and hold the consultant responsible for damages.
27. Proposers are advised that the RFP is considered to be under evaluation from the opening date until contract award. The Purchasing Division and City staff are restricted from giving any information relative to the "progress" of the evaluation during this time, except as described in this RFP and as required to administer the evaluation process. Proposers will be notified when an award is made and a notice posted on the MITN website.

SELECTION CRITERIA

Proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to:

1. Experience and Qualifications.
The firm(s) shall have personnel who have qualifications and experience with the professional services described herein as well as experience in working with municipal government. Provide brief resumes of ONLY THOSE THAT WILL BE DIRECTLY ASSIGNED TO WORK WITH THE CITY.
2. Capacity.
Enumeration of the firm's capability to accomplish the project with its present work

force. Firms should clearly identify all disciplines available within the firm and those that will be subcontracted to others. List the subcontracted firms that will be involved in the project.

3. Comparable assignments/projects.
Provide a list of comparable assignments/projects that have been successfully completed by your firm(s) within the past 5 years. Provide a list of the project/assignment and a contact person (name, address, title, responsibility, and phone number).
4. Responsiveness to Mandatory Requirements.
The firm is to provide a brief narrative that discusses your firm's approach to the mandatory requirements listed earlier in this Request for Proposals. The City would like to know what techniques and methodologies will be utilized by your firm in meeting these requirements. The selection committee will determine how well that work program meets the objectives of this effort.
5. Cost Proposal
Show full billing rates/hourly rates for all personnel as outlined in the Cost Proposal Form. Submit a description of how your firm proposes to charge the City for out-of-pocket expenses, administrative charges, reimbursables, etc.

Proposals will be evaluated and ranked. The City of Rochester Hills reserves the right to reject any and all proposals, to make an award based directly on the proposals or to negotiate further with one or more firms. The firm(s) selected for the award will be chosen on the basis of the apparent greatest benefit to the City, including but not limited to, technical competence, capacity, capabilities and cost.

The City reserves the right to interview any number of qualifying firms as part of the evaluation process. The decision of which firm to contact (if any) will be based on the most qualified, capable, cost effective and experienced firm/s determined in the evaluation process.

INSTRUCTIONS TO PROPOSERS

The following pages include a vendor questionnaire to be completed and submitted with **eight (8) copies** of your proposal. Each item must be completed with a response. Bidders not responding to any of the specifications or questions may be classified as unresponsive. The

response must follow the format outlined in this proposal. Supplemental information may be attached.

Based on the volume of this contract, abbreviated proposals addressing the Selection Criteria outlined on page 9 would be appreciated.

No faxed proposals will be accepted.

Please mark your envelopes: **RFP: PLANNING SERVICES.**

Timely submittal: Proposals are accepted until, **FRIDAY, OCTOBER 26, 2007, at 3:00 P.M. (Local time)**. Late submittals will not be accepted.

All information requested herein shall be submitted with the Request for Proposals (RFP); failure to do so may result in rejection of the RFP as non-responsive and/or incomplete.

The City of Rochester Hills reserves the right to reject any and all Request for Proposals (RFP), to waive any irregularity or informality in any RFP received, and to accept any RFP or part thereof, which shall be deemed to be most favorable to the interests of the City of Rochester Hills.

APPENDIX A INSURANCE REQUIREMENTS

Submit a Certificate of Insurance prior to the issuance of a purchase order meeting the minimum limits of liabilities as outlined. Certificate of Insurance shall have language the same as that shown in example. All insurance carriers must be acceptable to the City and licensed in the State of Michigan.

A new certificate of insurance shall be provided to the City each year at the time of policy renewal. New certificates shall be delivered to the City in the same format as outlined in the SAMPLE certificate attached.

The Vendor shall not allow for any lapse of insurance coverage in the amounts shown below. Failure of the Vendor to maintain the required insurance shall be grounds for contract cancellation.

1. Workers' Compensation Insurance: The Vendor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including employers Liability Coverage, in accordance with all applicable statutes of the State of Michigan.
2. Commercial General Liability Insurance: The Vendor shall procure and maintain during the life of the blanket purchase order, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations Liability; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable.
3. Motor Vehicle Liability: The Vendor shall procure and maintain during the life of this contract Motor Vehicle Liability Insurance, including Michigan No-Fault Coverages, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
4. Umbrella Liability Insurance. The Vendor shall procure and maintain during the life of this contract Umbrella Liability Insurance with limits of liability of not less than \$1,000,000 per occurrence.
5. Professional Liability: Errors and Omissions on a "Claims Made Basis."
6. Additional Insured: Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be Additional Insureds: "The City of Rochester Hills, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof. This coverage shall be primary to

the Additional Insureds, and not contributing with any other insurance or similar protection available to the Additional Insureds, whether other available coverage be primary, contributing or excess.”

7. Cancellation Notice: Workers’ Compensation Insurance, Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: “It is understood and agreed that Sixty (60) days Advance Written Notice of Cancellation, Non-Renewal, Reduction and/or Material Change shall be sent to City of Rochester Hills, 1000 Rochester Hills Drive, Rochester Hills, Michigan 48309.”
8. If any of the above coverages expire during the term of the contract, the Vendor shall deliver renewal certificates and/or policies to the City of Rochester Hills at least ten (10) days prior to the expiration date.

HOLD HARMLESS

To the fullest extent permitted by law, Vendor agrees to defend, pay in behalf of, indemnify and hold harmless the City of Rochester Hills, its elected and appointed officials, employees and volunteers and others working in behalf of the City of Rochester Hills against any and all claims, demands, suits, or loss, including all costs and attorney fees connected therewith, and for any damages which may be asserted, claimed or recovered against or from the City of Rochester Hills, its elected and appointed officials, employees, volunteers or others working in behalf of the City of Rochester Hills by reason of personal injury, including bodily injury and death and/or property damage, including loss of use thereof, which arises out of or is in any way connected or associated with this contract.

(Contractor)

(Dated)

**REQUEST FOR PROPOSALS FOR
PLANNING SERVICES
RFP-RH-07-042**

VENDOR QUESTIONNAIRE

Date: _____

Firm Name: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

Fax Number: _____

Email Address: _____

Firm Established: _____ **Years in Business:** _____

Type of Organization: (Circle One)

- a. Individual
- b. Partnership
- c. Corporation
- d. Joint Venture
- e. Other

How many years has your company been providing planning services? List the services your firm provides.

Full-time employees:_____ **Part-time employees:**_____

Total Planners:_____ A.I.C.P Certified:_____

**REQUEST FOR PROPOSALS FOR
PLANNING SERVICES
RFP-RH-07-042**

COST PROPOSAL FORM

The City is requesting hourly rates for personnel, identified by classification. Provide a staff listing with names and classification.

The City is not interested in receiving rates per task with this proposal. The City's Fee Schedule will be revised with the selected consultant upon award.

Hourly Services

_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

 \$ _____

What is the percentage of increase for subsequent years of this contract in all categories, including subcontracted services.

- ☐ 2008 _____ %
- ☐ 2009 _____ %
- ☐ 2010 _____ %
- ☐ 2011 _____ %
- ☐ 2012 _____ %

Provide a list of reimbursable items and an all inclusive list of other charges.

Does your firm charge administrative overhead on subcontracted and/or reimbursable costs? If so, state percentage.

Can you firm meet the City's insurance requirements? Yes _____ No _____

The undersigned hereby declares that he/she has carefully examined the general conditions and specifications and will provide Planning Services as described herein for the price set forth in this proposal. Any changes to the specifications and its impact on the final cost will be discussed and mutually agreed upon before the delivery of the services.

It is understood that all proposed prices shall remain in effect for at least ninety (90) days from the date of the proposal opening to allow for the award and that, if chosen the successful vendor,

the prices will remain firm through invoice.

The proposer affirms that he/she is duly authorized to execute this proposal, that this company, corporation, firm, partnership or individual has not prepared this proposal in collusion with any other proposer and that the contents of this proposal as to prices, terms or conditions have not been communicated by the undersigned, nor by any employee or agent, to any competitor, and will not be, prior to the award and the proposer has full authority to execute any resulting contract awarded as the result of, or on the basis of the proposal.

By submission of a response, the Proposer agrees that at the time of submittal, he/she: (1) has no interest (including financial benefit, commission, finder's fee, or any other remuneration) and shall not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) benefit from an award resulting in a "Conflict of Interest." A "Conflict of Interest" shall include holding or retaining membership, or employment, on a board, elected office, department, division or bureau, or committee sanctioned by and/or governed by the City of Rochester Hills. Proposers shall identify any interests, and the individuals involved, on separate paper with the response and shall understand that the City, at its discretion may reject their proposal.

The submission of a proposal hereunder shall be considered evidence that the proposer is satisfied with respect to the conditions to be encountered and the character, quantity and quality of the work to be performed.

Representative's Name: _____

Title: _____

Signature: _____

Dated: _____