



GENESEE COUNTY PURCHASING DEPARTMENT

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CINDY CARNES
Purchasing Manager

November 6, 2014

GENESEE COUNTY REQUEST FOR PROPOSALS #14-031

Sealed proposals will be received by the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, Michigan 48502, for **MOUND ORV PARK PROJECT** until **3:00 p.m. (ET), Tuesday, December 9, 2014.**

A **mandatory pre-proposal meeting** will be held at the Office of the Genesee County Parks and Recreation Commission (GCPRC) , 5045 Stanley Rd., Flint, MI 48506 on **Monday, November 24, 2014 at 3:00 p.m. (ET)**. This will be the time for prospective proposers to ask questions directly related to this RFP. Failure to arrive at the mandatory pre-proposal meeting and site visit within a reasonable time following the start of the meeting shall be grounds for being deemed non-responsive.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department.

Each proposer is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are as follows:

DUE DATE: **Tuesday, December 9, 2014 at 3:00 p.m. (ET)**
PROPOSAL REQUEST NUMBER: **#14-031**

Cindy Carnes
CINDY CARNES, PURCHASING MANAGER

bid2\2014\14-031
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

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RFP #14-031 MOUND ORV PARK PROJECT

SECTION 1. INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **Tuesday, December 9 at 3:00 p.m. (ET)** at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.**
2. A **mandatory pre-proposal meeting** will be held at the Office of the Genesee County Parks and Recreation Commission (GCPRC), 5045 Stanley Rd., Flint, MI 48506 on **Monday, November 24, 2014 at 3:00 p.m.** Questions related to the request for proposal and requirements set forth in this document will be addressed. This will be the time for prospective proposers to ask questions directly related to this RFP. Failure to arrive at the mandatory pre-proposal meeting within a reasonable time following the start of the meeting shall be grounds for being deemed non-responsive. A visit of the site will also be done after the meeting.
3. Submit one original (clearly marked as such), two (2) additional hardcopies of your proposal and one electronic copy. The original must include a signature on the Signature Page of a person authorized to make a binding offer. The proposal response must consist of one copy in electronic format on a CD/DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Each copy must be identical to the original. All proposals become the property of Genesee County. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted electronically at Buy4Michigan.com or MITN.
4. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact referenced in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
5. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at http://www.gc4me.com/departments/purchasing/open_bids.php for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
6. Alternate review of proposal can be done at **Buy4Michigan.com**. Open Market Bid 303714B0003511.
 - a. Requests for quote and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities.

By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.

- b. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 AM through 8:00 PM EST. **To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bs/login.sdo> and click on Register <https://www.buy4michigan.com/bs/external/fidCheck.jsp>.**

7. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP-CC-14-031 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental Trade Network](#) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.
8. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
9. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

9. See **Section 6.** for submitting a proposal in the required format.

SECTION 2. STANDARD TERMS AND CONDITIONS

1. **Genesee County Purchasing Regulations:** All procurements are conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, Michigan, 48502.
2. **Evaluation and Award:** The contract will be awarded to the responsible proposer whose proposal is determined to be most advantageous to the County, based on the evaluation criteria set forth in the RFP. Genesee County reserves the right to reject any or all proposals, to waive any informality or irregularity in any proposal, and to negotiate with the apparent successful proposer in the best interest of Genesee County. Unless otherwise indicated in the Request for Proposals, Genesee County reserves the right to award the contract in whole or in part, by item, by group of items, or by section where such action serves the best interests of Genesee County.
3. **Discussion with Responsible Proposers and Revisions to Proposals:** Discussions may be conducted with responsible proposers who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. If provided in the RFP, revisions of proposals may be permitted after submissions and prior to award for the purpose of obtaining Best and Final offers.
4. **Cancellation; Rejection of Proposals:** This Request for Proposals may be canceled by Genesee County at any time for any reason. Any proposal received may be rejected in whole or in part when in the best interests of Genesee County.
5. **Receipt of Proposals:** It is solely the responsibility of the proposer to assure the timely receipt of its proposal at the location indicated in this solicitation. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR EMAIL WILL NOT BE ACCEPTED.** Proposals may not be submitted electronically at Buy4Michigan.com.
6. **Tax:** Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
7. **Non-Discrimination:** The successful proposer/Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Breach of this covenant shall be regarded as a material breach of this contract.
8. **Performance Bond:** If a performance bond is required, the bond must be issued by a company authorized to do business in the State of Michigan.
9. **Conflict of Interest:** Each proposer, by submitting a proposal, represents that the proposer has no knowledge that any employee, representative or agent of the proposer is a County employee who has directly or indirectly participated on behalf of the County in the contemplated procurement, or that any County employee who has so participated or any member of such an employee's immediate family has a financial interest

- pertaining to the contemplated procurement from the proposer, and represents that the proposer reasonably believes that no employee, representative or agent of proposer is a County employee who has so participated and that no County employee who has so participated or member of that employee's immediate family has a financial interest in the contemplated procurement from the proposer.
10. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the proposal specifications, Genesee County shall have the right to reject the goods or to correct the defects. The contractor shall pay Genesee County for expenses incurred in correcting defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the contractor. After the forty-five day period, Genesee County will dispose of the goods without further liability to Genesee County. The contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.
 11. **Proposer's Representations:** Each proposer, by submitting a proposal, represents as follows:
 - 1) That the proposer has read and understood the RFP documents and has submitted its proposal in accordance therewith;
 - 2) That the proposal has been submitted by a duly authorized owner, partner, or corporate officer;
 - 3) That the proposal submitted has been prepared independently without collusion, agreement, understanding, or planned common course of action with any other supplier of the goods or services described in the RFP, designed to limit independent offers or competition.
 12. **Independent Contractor:** Proposer agrees that, if awarded a contract, the proposer will be an independent contractor and not an employee of Genesee County. The contractor shall secure, at its own expense, all personnel required in supplying goods or services under the awarded contract. All such personnel shall have no contractual relationship with Genesee County and shall not be considered employees of Genesee County.
 13. **Insurance:** Each proposer must submit a completed Insurance Checklist, if so stipulated in the RFP. The required coverage and minimum limits may vary dependent upon the dollar amount of the contract, length of time of the contract, and the hazard level of the work or services to be performed. The types of insurance coverage may include: workers compensation, general liability, auto liability and/or professional liability. The insurer, insurance retention group, pool, or self-insurer must be authorized/licensed to provide such coverage within the State of Michigan and meet minimum financial ratings, if applicable, as supplied by Best or S & P.
 14. **Indemnification:** The successful proposer shall defend, indemnify, and hold harmless Genesee County and its officers and employees from and against all claims, losses, damages, and expenses including, but not limited to, attorney's fees arising out of or resulting from the performance of the contract.
 15. **Warranty:** The proposer warrants that all goods and services furnished under a contract resulting from the RFP shall be in conformance with the RFP documents, and that the goods are of merchantable quality as described in the Uniform Commercial Code, Section 2-314, and fit for the purpose for which they are sold. This warranty is in

addition to any manufacturer's standard warranty which may apply or any warranty provided by law, and is in addition to all other express warranties made by the proposer.

16. **Applicable Law:** Any contract resulting from the RFP shall be governed by the laws of the State of Michigan. Unless otherwise provided in the contract documents, the contractor shall secure and pay for all permits, fees, duties, licenses, inspections, and approvals necessary for the execution and completion of the contract. The contractor shall give all notices and comply with all laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the performance of the contract.
17. **Right to Inspect:** Genesee County may, at reasonable times, inspect the plant, place of business, or work site of a contractor or subcontractor which is pertinent to the performance of a contract or potential contract.
18. **Right to Audit:** Genesee County may, at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its proposal, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. Genesee County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.
19. **Safety** Genesee County, as the owner of the premises where the service or work is to be performed, or as the purchaser of goods received, requires that all applicable Michigan Occupational Health & Safety (MIOSHA) Rules and Regulations are followed by your employees and that the goods meet the applicable safety regulation. All Center of Disease Control guidelines (CDC) incorporated by reference within the MIOSHA regulations must be followed.

The following County buildings were all built prior to 1981. In accordance with OSHA regulations, you must consider that "presumed asbestos containing materials" ("PACM") exist in these buildings.

Animal Shelter
County Courthouse
County Administration Building

Galliver Building
Mt. Morris 67th District Court Building

Based on the above, Contractors are notified that their workers must be properly trained and accredited in accordance with OSHA regulation 29CFR 1910.

SECTION 3. ADDITIONAL TERMS AND CONDITIONS

1. **Purpose:** This RFP provides qualified firms with information to enable them to prepare and submit proposals for consideration by the Genesee County Parks and Recreation Commission ("GCPRC"), for all required services referenced in Section 5. Scope of Services.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Parks and Recreation Commission ("GCPRC"). The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101

Beach Street, Room 343, Flint, Michigan 48502; Fax: (810) 257-3380; email address ccarnes@co.genesee.mi.us. Email is the preferred method of contact.

3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing by mail, email and/or facsimile, and received no later than **Monday, December 1, 2014 by 5:00 p.m. (ET)**, to the Genesee County Purchasing Department as noted above. E-mail is the preferred method of contact for all inquiries concerning this RFP. Questions submitted by telephone will not be answered. No verbal interpretation to any prospective proposer as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by the Genesee County Purchasing Manager. Questions may also be submitted at Buy4Michigan using the Q & A tab of the Bid.
4. **Errors, Omissions, and Discrepancies:** If a proposer discovers any ambiguity, conflict, discrepancy, omission, or other error in the RFP, it shall immediately notify the Genesee County Purchasing Manager of such error in writing and request modification or clarification of the document prior to the deadline for submitting questions. Genesee County will make modifications by issuing a written addendum. The proposer is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error in the Request for Proposals prior to submitting a proposal or it shall be waived.
5. **Addenda to RFP:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date of proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (http://www.gc4me.com/departments/purchasing/open_bids.php). All proposers shall indicate any and all addendums noted (1, 2, 3, etc.) on the Signature Page.
6. **Preparation of Proposals & Cost:** Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP. All costs incurred in the preparation of a proposal in response to this RFP will be the responsibility of the proposer; there will be no reimbursement by Genesee County and the GCPRC.
7. **Responsive Proposals:** To insure full consideration, proposers are required to submit a complete response to this RFP in the required format (see Section 6.). In addition, all proposals must be signed by an official authorized to bind the proposer to its provisions.
8. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the Standard Proposed Contract (ATTACHMENT 1) and this RFP. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in the standard proposed contract and this solicitation.
9. **Proposal Modifications:** Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made in accordance with the Genesee County Purchasing Regulations.
10. **Withdrawal of Proposal:** Proposals may only be withdrawn by a proposer with written notice prior to the date and time set for the opening of proposals.
11. **Rejection of Proposals:** The GCPRC reserves the right to reject any and all proposals received in response to this RFP.

12. **Acceptance of Proposal Content:** The contents of the proposal of the successful proposer will become contractual obligations if a contract is issued. Failure of the successful proposer to accept these obligations will result in revocation of the award or termination of the contract.
13. **Validity Period:** Any proposal submitted as a result of this RFP shall be binding on the proposer for 120 calendar days following the due date.
14. **Clarification of Proposals:** Discussions may be conducted with responsible offerors who submit proposals determined to be reasonably susceptible of being selected for award for the purpose of clarification to assure full understanding of, and conformance to, the solicitation requirements. Offerors may be required to make a presentation of their proposal; this opportunity would provide the proposer the ability to clarify its proposal to ensure mutual understanding of the services to be provided. Clarification of proposals is solely at the discretion of Genesee County and the County will schedule presentations/interviews if necessary within the discretion and written approval of the Purchasing Manager.

During the aforementioned procedures, neither the names of any of the offerors nor the contents of any proposal will be disclosed until the completion of negotiations and revisions of proposals.

15. **Best and Final Offers:** Negotiations may be undertaken with those proposers whose proposal based on the evaluation criteria stated herein, has been determined to be reasonably susceptible of being selected for award. Genesee County will determine if it is in its best interest to seek a "Best and Final Offer" from prospective offerors that submit proposals. Soliciting Best and Final Offers may provide short listed firms the opportunity to amend or change their proposal to make it more advantageous to Genesee County. The contract that may be entered into will be awarded based on the proposal response and possible Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

During the aforementioned procedures, neither the names of any of the proposers nor the contents of any proposal will be disclosed until the completion of negotiations and possible revisions of proposals.

16. **Disclosure:** All information in a proposer's proposal submission 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, proposals, and attachments thereto. In the event that a proposer wishes to designate any portion of their submission as "confidential" or "proprietary," the proposer must contact the Purchasing Manager prior to submission of the proposal.
17. **News Release:** News releases pertaining to this RFP, or the services, study data, or project to which it relates, will not be made without prior written GCPRC approval, and then only in accordance with the instruction from the contract administrator. No results of the project will be released without prior approval of the contract administrator and then only to persons designated by the contract administrator.
18. **Prime Contractor Responsibilities:** The successful proposer(s) will be held responsible for all services offered in the proposal regardless of who produces them. Further, the GCPRC will consider the successful proposer to be the sole point of

contact with regard to contractual matters, including payment of all charges resulting from the contract. As part of the Business Organization and Work Plan in the proposal response, the proposer shall identify the names and services to be provided by any subcontractor to be utilized in providing services under the contract.

19. **Termination for Misrepresentation**: If the successful proposer receives a contract and is subsequently found to have misrepresented any information in its proposal and/or Best and Final Offer submission, the contract may be terminated at the discretion of the GCPRC.

SECTION 4. MINIMUM QUALIFICATIONS OF PROPOSERS

In order to qualify for award, a proposer shall have the capability in all respects to perform the work with integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

No proposal will be considered from any proposer lacking the capability, qualifications and the necessary experience for providing the services of a character similar to that required in this solicitation.

At a minimum, the following requirements are necessary for consideration of contract award:

1. The proposer must have experience providing services that are similar to that required in this solicitation.
2. Services provided by the proposer for clients identified as references must be described as good or better by the proposer's references.
3. The Contractor shall not have a record of having violated any standards of Federal, State, and Local regulations deemed serious violations by Genesee County, or debarred by another government entity.
4. The proposer's personnel and management to be utilized in the provision of services must be knowledgeable in performing the services required in this solicitation. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in providing the services.
5. Willingness to supply information requested by the GCPRC concerning a determination of its responsibility. If the proposer fails to supply any requested information, the GCPRC will base its determination of responsibility upon any available information, or may deem the proposer non-responsive if such failure is unreasonable.

If a proposer does not convince the GCPRC that it possesses the above minimum qualifications with the proposal submission, the GCPRC shall not consider its proposal for contract award.

SECTION 5. SCOPE OF SERVICES

GENERAL

The Genesee County Parks and Recreation Commission is seeking the submittal of a proposal and qualifications from consulting engineering firms to provide engineering services, including consulting and design, for the proposed construction of a Contact Station, Storage Building and Parking Lot Expansion located at Mounds ORV Park in Genesee County.

LOCATION

The Mounds ORV Park is located in the south-eastern portion of the lower peninsula of Michigan, Genesee Township, Section 1, T8N, R7E, Genesee County, 6145 E. Mt. Morris Rd. - 1.5 miles east of Genesee Rd., Mt. Morris, MI 48458. The area includes roughly 118 acres of land within Genesee County (population 436,141). The motorsport area is within the Genesee County Parks and Recreation Commission system.

BACKGROUND

The Mounds ORV site has been designated for recreational use by ORV since 1971. It is unique to the area in that it allows limited access along an established trail system within its boundaries to all terrain vehicles (ATV), motorcycles, 4 x 4, etc. View the Park website including a map, at <http://www.geneseecountyparks.org/pages/MoundsORV>

PROJECT INFORMATION:

The project is a site plan that incorporates a new contact station building, a new trail maintenance storage building and an overflow gravel parking lot for the Mounds ORV facility. These projects will be constructed in two phases:

Phase I:

The proposed Contact Station would be of wood frame construction and be approximately 10'x16' in size.

The proposed Trail Maintenance Storage Building will be approximately 30'x40' in size with a limestone floor.

A design bid package will be prepared for county advertisement in winter 2015, summer 2015 construction, for the buildings. The tasks include:

- Meet with county on-site
- Prepare an engineer's cost opinion for construction
- Preparation of county soil erosion control permit
- Prepare construction plans, details, and bid book using county front-end

Phase II:

The proposed lot would be within a 300' x 250' area. The existing pavilion would remain and the existing contact station would be replaced in Phase I. The proposed location is immediately east of the existing paved lot in a heavily wooded area. Although we have verified that the project is east of the 100 year flood plain and not in a wetland area identified by ESRI maps,

a MDEQ joint permit will still be required based on the site location within 500' of a regulated water body. The work would be completed with funds from a MDNR grant.

A design bid package will be prepared for county advertisement in winter 2016, summer 2016 construction, for the parking lot. The tasks include:

- Meet with county on-site.
- Topographic survey of the proposed area to determine grading and surface drainage.
- 3-5 hand auger soil samples will be taken for reference in designing the cross section(s).
- Site plan layout for circulation of vehicles with trailers and locations of Phase I buildings.
- Typical cross sections for gravel surface.
- Prepare an engineer's cost opinion for construction. This will include accounting for existing aggregate stored by the county for use by the contractor.
- Meet and review 70% plans with county staff.
- Prepare the MDEQ joint permit application.
- Preparation of county soil erosion control permit.
- Prepare construction plans, details, and bid book using county front-end.

Other Cost Considerations:

- Permit fees to be reimbursable costs.
- Construction observation services will be included in this proposal for Phase II.
- All work provided in bid will adhere to standards set out in the MDNR "2014-2015 Off-Road Vehicle (ORV) Trail Improvement Fund Grand Handbook"

**SECTION 6. INFORMATION REQUIRED FROM PROPOSERS
(PROPOSAL FORMAT)**

In order to be deemed responsive, proposals must be submitted in the format outlined below:

Technical Proposal

1. Firm's Prior Experience & References: Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the proposer. Please do not include firm experience unless persons who are proposed to work on this project participated in that referenced project, and clearly state his/her role in the referenced project.
2. Work Plan: Describe in narrative form your technical plan for accomplishing the work. Include in the work plan the time frame or schedule to which you would

adhere based on staffing and current workload from all clients. Include the number of labor hours you have allocated for each task.

3. **Labor Requirements, Staff Qualifications & Experience:** The consultant must be able to provide an appropriate, experienced and knowledgeable team. Include the number of executive and professional personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title. Provide resumes of key personnel that are proposed to be involved in the project.
4. **Statement of the Project:** State in precise terms your understanding and interpretation of the project requirements and familiarity with Federal, State and Local Standards. Include a narrative description of the product that will be delivered.
5. **Additional information and comments** include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Cost Proposals

1. **Cost and Price Analysis:** The information requested in this section is required to support the reasonableness of each proposal. Use the format below. All proposals must be on a not-to-exceed cost basis. Reimbursables, including travel, must also be on a not-to-exceed cost basis.
 - a. **Labor Costs:** Itemize so as to show the following for each member of the project team:
 - i. Name and title, classification
 - ii. Estimated hours
 - iii. Rate per hour
 - iv. Total cost for each member and for all labor needs
 - b. **Cost of Supplies and Materials:** Please itemize.
 - c. **Other direct costs:** Please itemize.
 - d. **Overhead**
 - e. **Profit**
2. **Total Price Proposed for Project:** All proposals must be submitted on a not-to-exceed cost basis. Phase I and Phase II total

Administrative Proposals

Submit the required submittals contained in the RFP that are required to substantiate a responsive proposal as indicated below.

1. **Business organization,** state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.
2. **Statement of Exceptions:** See Sections 1.8 and 3.8 for clarification.
3. **Signed Signature Page:** See page 16 of this solicitation.
4. **Executed Insurance Checklist:** See page 17 of this solicitation.

5. References: See page 18 of this solicitation.
6. The selected consultant must have an approved Equal Employment Opportunity Plan on file with Genesee County before a contract can be executed.

SECTION 7. EVALUATION AND SELECTION PROCEDURE

The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.

The Evaluation Committee will then evaluate proposals individually based on the evaluation criteria referenced in this RFP. Each evaluator's ranking for each proposal will be compiled. Based upon the ranking of proposals, the Evaluation Committee may develop a short list of proposals that are reasonably susceptible of being selected for award.

The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations (interviews) by shortlisted proposers and conduct negotiations for the purpose of obtaining best and final offers. Based on presentations (interviews) of shortlisted firms and the best and final offers received (if required) the Evaluation Committee will rank the offers submitted by the shortlisted firms.

Once the ranking process is complete, the Evaluation Committee will review and recommend to the Genesee County Parks and Recreation Commission contract award to the apparent successful proposer.

SECTION 8. EVALUATION CRITERIA

The Review Committee will evaluate the detailed proposals and select the top rated consultant within a two week time period.

The following factors, listed in order of importance, will be considered in determining the successful offer:

- Capability of the Proposer - This criterion includes the ability of the consultant to meet the terms of the RFP. Emphasis will be placed on the comprehensiveness of the consultant's approach to the project as presented in the Statement of the Project and Work Plan. Consideration will be given to the performance of the work within reasonable time limits.
- Proposer's Prior Experience - This refers to the nature and extent of the proposer's prior experience with similar projects, including years that the firm, organization, or individual has been in business. Special preference may be given to firms, organizations, or individuals with experience in regions with economic and social conditions similar to the Genesee County region.

- References - A list of at least three (3) references must be included with complete company / organization name, address, phone number, email address, and a contact person. The references must be knowledgeable of the proposer's performance on projects similar in nature and scope to those contained in this RFP.
- Professional Personnel - This criterion refers to the competence of the professional personnel who would be assigned to the job by the proposer. Qualifications of professional personnel will be measured by education and experience, with reference to experience on projects similar to the one described in this RFP. Emphasis will also be placed upon the qualification of the project manager and the amount of dedicated management planned for this project by the consultant.
- Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered.

GENESEE COUNTY INSURANCE CHECKLIST

RFP#: 14-031 RFP TITLE: Flint River Trail Consulting & Design Services

Coverages Required	Limits (Figures denote minimums)
<u>X</u> 1. Workers' Compensation	Statutory limits of Michigan
<u>X</u> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<u>X</u> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<u>X</u> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<u>X</u> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<u>X</u> 6. Genesee County named as an additional insured on other than Workers' Compensation and Professional Liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.	
<u>X</u> 7. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u>X</u> 8. The certificate must state proposal number and title	

FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER

Insurance Agent's Statement

I have reviewed the requirements with proposer named below. In addition:

_____ The above policies carry the following deductibles:

Liability policies are **occurrence** _____ **claims made** _____

_____ Insurance Agent

_____ Signature

PLEASE NOTE #6 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED

Proposer's Statement

I understand the insurance requirements and will comply in full if awarded the contract.

_____ Proposer

_____ Signature

Required general insurance provisions are provided in the checklist above. These are based on the contract and exposures of the work to be completed under the bid. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISED 05/15/2014

REFERENCES

List 3 references of similar projects

1. Company	Phone Number
Contact Name and Position	E-mail Address
Address	
Type of Work/ Project	\$ Dollar Amount of the Project
Project Description	
2. Company	Phone Number
Contact Name and Position	E-mail Address
Address	
Type of Work/ Project	\$ Dollar Amount of the Project
Project Description	
3. Company	Phone Number
Contact Name and Position	E-mail Address
Address	
Type of Work/ Project	\$ Dollar Amount of the Project
Project Description	

ATTACHMENT 1 – STANDARD PROPOSED CONTRACT PROFESSIONAL SERVICES

This Agreement for Professional Services (the “Agreement”) is by and between the Genesee County Parks and Recreation Commission (“GCPRC”), whose principal place of business is located at 5045 Stanley Rd., Flint, MI 48506 (the “GCPRC”), and Contractor Name, a State Entity, whose principal place of business is located at Contractor Address (the “Contractor”) (the GCPRC and the Contractor together, the “Parties”).

1. Agreement and Authority

This Agreement is entered into pursuant to RFP #14-031 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by the Genesee County Parks and Recreation Commission.

2. Term

2.1 Initial Term

The initial term of this Agreement shall be _____, and shall be effective for _____ (the “Initial Term”).

2.2 Extension Terms

The Genesee County Parks and Recreation Commission (the “GCPRC”) has the option to extend this Agreement for up to one (1) additional one year term (the “Extension Terms”).

3. Purpose

This contract is entered into for the purpose of providing engineering services for the proposed construction of a non-motorized trail in the Genesee Recreation Area (approximately 1.4 miles) located in Genesee Township in Genesee County.

4. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the “Services”).

5. Compensation

The Contractor shall be paid according to the rates identified on Exhibit C. The total amount paid to the Contractor shall not exceed \$ _____. The Contractor must provide to the Commission monthly invoices in a form acceptable to the Commission, along with any necessary supporting documentation. The GCPRC will pay the Contractor within sixty (60) days of the GCPRC’s acceptance of the invoice and supporting documentation.

6. Taxes. The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

7. Contract Administrator

The contract administrator for this Agreement is Ms. Amy McMillan (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary GCPRC contact for notices and instructions related to this Agreement. The Contractor agrees to provide a copy of all notices related to this Agreement to the Contract Administrator.

8. Reporting Requirements

During the term of this Agreement, the Contractor must provide to the Contract Administrator the reports identified and described on Exhibit B.

9. Inspection and Acceptance

All goods provided with the Services are received subject to inspection and testing. If goods are defective or fail to meet the specifications, the GCPRC shall have the right to reject the goods or to require the Contractor to correct the defects. The Contractor shall correct the defects at no cost to the GCPRC or pay the GCPRC for expenses incurred by the GCPRC in correcting the defects. Rejected goods will be held for forty-five days after delivery awaiting instructions from the Contractor. After the forty-five day period, the GCPRC will dispose of the goods and the GCPRC shall have no further liability to the Contractor. The Contractor is responsible for the costs of handling, packing, and transportation incurred in returning or disposing of defective or non-conforming goods.

10. Warranties

The Contractor warrants that:

10.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.

10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.

10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.

10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.

10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Agreement.

The Contractor agrees to indemnify and hold the GCPRC, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

11. Suspension of Work

11.1 Order to Suspend Performance

Upon written order of the Director or the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall not be entitled to compensation for any Services performed during any period in which the Director has directed that the Services be suspended.

11.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Director and the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Director or Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Director or Contract Administrator pursuant to this paragraph are compensable.

12. Termination

12.1 Termination for Cause

If the Contractor is in breach of any provision of this Agreement, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the GCPRC of the breach, the GCPRC may terminate this Agreement. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the GCPRC as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.2 Immediate Termination

If the GCPRC, in its discretion, determines that the Contractor's breach of this Agreement constitutes a threat to public health, safety, or welfare, the GCPRC may terminate this Agreement immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Agreement, the Contractor shall be responsible for all costs incurred by the GCPRC as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.3 Termination for Convenience

If the GCPRC determines that it is in the GCPRC's best interests, the GCPRC may terminate this Agreement upon thirty (30) days' written notice to the Contractor.

The GCPRC shall pay for all work properly performed up to the effective date of the notice of termination.

12.4 Termination for Lack of Funding

If this Agreement is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the GCPRC may terminate this Agreement by written notice specifying the date of termination.

The GCPRC shall pay for all work properly performed up to the effective date of the notice of termination.

13. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

14. **Freedom of Information Act**

This Agreement and all attachments, as well as all other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the "Freedom of Information Act".

15. **Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall become the property of the GCPRC upon termination of this Agreement. Upon the GCPRC's request, the Contractor agrees to convey all rights to and ownership of any intellectual property to the GCPRC.

16. Audit Rights

16.1 Certification of Accurate Information

Contractor certifies that all information provided to the GCPRC by the Contractor relating to the award or modification of this Agreement, or any payment or dispute related to this Agreement, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

16.2 Inspection

The Contractor agrees that the GCPRC may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

16.3 Audit

The Contractor agrees that the GCPRC may examine the Contractor's records to ensure compliance with the terms of this Agreement. If this Agreement is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor's records to ensure compliance with the terms of this Agreement and the terms of the applicable grant.

16.4 Records Retention

The Contractor agrees to maintain any business records related to this Agreement or the Contractor's performance under this Agreement for a period of at least three (3) years after final payment.

17. Identity Theft Prevention

17.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.

17.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

18. Insurance Requirements and Indemnification

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit C and keep such insurance coverage in force throughout the life of this Agreement.

18.1 Notice of Cancellation

All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy.

18.2 Insurance Certificate and Additional Insured Coverage

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

18.3 Indemnification

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.

19. Independent Contractor

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

20. General Provisions

20.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Agreement and any Exhibit, the terms of this Agreement shall control.

20.2 No Assignment

The Contractor may not assign or subcontract this Agreement without the express written consent of the GCPRC.

20.3 Modification

This Agreement may be modified only in writing executed with the same formalities as this Agreement.

20.4 Binding Effect

The provisions of this Agreement shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

20.5 Headings

The paragraph headings in this Agreement are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Agreement.

20.6 Governing Law and Venue

This Agreement is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Agreement must be initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

20.7 Severability and Survival

In the event that any provision of this Agreement is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Agreement.

20.8 Interpretation

Each Party has had opportunity to have this Agreement reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Agreement, there shall be no presumption in favor of any interpretation solely because the form of this Agreement was prepared by the County.

20.9 Remedies

All remedies specified in this Agreement are non-exclusive. The GCPRC reserves the right to seek any and all remedies available under this Agreement and applicable law in the event that the Contractor fails to abide by the terms of this Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized agents.

CONTRACTOR NAME

GENESEE COUNTY PARKS AND
RECREATION COMMISSION

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____

Date: _____

Date: _____

EXHIBIT A
Description of the Services

EXHIBIT B
Reports Required from the Contractor

Description of Report

Frequency

EXHIBIT C
Contractor's Fees for Services
Date to Date

EXHIBIT D
Insurance Checklist

Coverages Required	Limits (Figures denote minimums)
<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 6	<u>Genesee County named as an additional insured on other than Workers' Compensation and Professional Liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>
<input checked="" type="checkbox"/> 7.	Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)
<input checked="" type="checkbox"/> 8.	The certificate must state proposal number and title