



GENESEE COUNTY PURCHASING DEPARTMENT

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CINDY CARNES
Purchasing Manager

April 24, 2015

GENESEE COUNTY REQUEST FOR PROPOSALS #15-057

Sealed proposals will be received until **3:00 p.m. (EDT), Wednesday, May 20, 2015**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for Consulting services to **Update and Improve the Genesee County Urban Travel Demand Model and Provide Continuing Technical Assistance.**

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.

A pre-proposal meeting will be held on Thursday, May 7, 2015 at 9:00 a.m. (EDT) at the Genesee County Administration Building, 1101 Beach Street, Room 222, Flint, Michigan 48502. The pre-proposal meeting is for information only.

Each offeror 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:

DUE DATE: Wednesday, May 20, 2015 at 3:00 p.m.

PROPOSAL REQUEST NUMBER: #15-057

Cindy Carnes

CINDY CARNES, PURCHASING MANAGER

bid2\2015\15-057

Attachments

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RFP #15-057 UPDATE AND IMPROVE THE GENESEE COUNTY URBAN TRAVEL DEMAND MODEL AND PROVIDE CONTINUING TECHNICAL ASSISTANCE

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Wednesday, May 20, 2015**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. A pre-proposal meeting will be held on Thursday, May 7, 2015 at 9:00 a.m. (EDT) at the Genesee County Administration Building, 1101 Beach Street, Room 222, Flint, Michigan 48502.
3. **Submit one original, two paper copies and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally 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. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the Buy4Michigan or MITN site for this offering.
4. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303715B0004819. Requests for proposal 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.
 - a. 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 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsollogin.sdo> and click on Register <https://www.buy4michigan.com/bsolexternal/fidCheck.jsp>.

5. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP-CC-15-057 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
 - a. 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.
6. 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 reference 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.
7. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> 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.
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.

10. Proposal Format: Proposals must be submitted in the format outlined in Section 5. **FORMAT OF PROPOSALS/PROPOSAL CONTENT** to be deemed responsive.

SECTION 2 - STANDARD TERMS & 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 offeror 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 offeror in the best interest of Genesee County.
3. **Discussion with Responsible Offerors and Revisions to 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. 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. 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.
4. **Cancellation; Rejection of Proposals**: The 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 offeror to assure the timely receipt of its proposal at the location indicated in the proposal announcement. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
7. **Tax**: Genesee County is a Michigan Municipal Corporation and as such it is exempt from Federal Excise Tax and Michigan Sales Tax.
8. **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.

9. **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.
10. **Conflict of Interest:** Each offeror, by submitting a proposal, represents that the offeror has no knowledge that any employee, representative or agent of the offeror 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 offeror, and represents that the offeror reasonably believes that no employee, representative or agent of offeror 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 offeror.
11. **Inspection:** All goods are received subject to inspection and testing. If goods are defective or fail to meet the RFP's 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.
12. **Offeror's Representations:** Each offeror, by submitting a proposal, represents as follows:
 - 1) That the offeror 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.
13. **Independent Contractor:** Offeror agrees that if awarded a contract, it shall 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.

14. **Insurance:** Each offeror must submit a completed Genesee County 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.
15. **Indemnification:** The successful offeror 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.
16. **Warranty:** The offeror warrants that all goods and services furnished under a contract resulting from this 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 offeror.
17. **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.
18. **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.
19. **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.

20. **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	Galliver Building
County Administration Building	Mt. Morris 67th District Court Building
County Courthouse	

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 & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide expertise to Update and Improve the Genesee County Urban Travel Demand Model and Provide Continuing Technical Assistance.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Metropolitan Planning Commission (herein known as GCMPC). The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and ccarnes@co.genesee.mi.us. Email is the preferred method of contact.
3. **Pre-Proposal Meeting/Questions:** A pre-proposal meeting will be held on **Thursday May 7, 2015 at 9:00 a.m.** at the GCMPC offices located at 1101 Beach Street, Room 222, Flint, Michigan. The purpose of this meeting will be to discuss with prospective offerors the work to be performed and to allow them to ask questions arising from their review of the RFP. Representation will be limited to two persons per vendor, due to limited facilities available. The pre-proposal meeting is if for information only. Any answers furnished will not be official until verified in writing by the Genesee County Director of Purchasing. Answers to questions and the pre-proposal meeting minutes will be affirmed in writing; and made available at the Genesee County Purchasing website <http://www.gc4me.com/departments/purchasing>. Telephone questions will not be

answered. Questions from offerors unable to attend the pre-proposal meeting, regarding this RFP shall be submitted in writing and received no later than **Wednesday, May 6, 2015 by 12:00 p.m. (EDT)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent 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 Genesee County.

4. **Addenda**: Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Proposal Considerations**: All costs incurred in the preparation of a response to this RFP or any costs prior to approval of the contract by Genesee County and formal notification to the selected proposer will be the responsibility of the respondent, and will not be reimbursed by Genesee County. Proposals should be prepared simply and economically, providing a straightforward, concise description of the proposer's ability to meet the requirements of this RFP.
6. **Responsive Proposals**: To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 5, **INFORMATION REQUIRED FROM PROPOSERS**. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
7. **Proposal Modifications**: Clarifications, modifications, or amendments to any Proposal that has been submitted, but prior to the Proposal Opening Date, may be made only within the discretion and written approval of the Purchasing Manager.
8. **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.
9. **Validity Period**: Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
10. **Right To Reject**: Genesee County reserves the right to reject any and all proposals received in response to this RFP.
11. **Disclosure**: All information in an offeror's proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the "Freedom of Information Act". This Act also provides for the complete disclosure of contracts 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. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Wednesday, May 6, 2015 by 12:00 p.m. (EDT), to the Genesee County Purchasing Department as listed above.

12. **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.
13. **Best and Final Offers:** Discussions 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. After discussions are held, and prior to award, proposers may be allowed the opportunity to submit revisions to their proposals for the purpose of obtaining best and final offers.

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 revision of proposals (Best and Final Offers).

The contract that may be entered into will be awarded based on the proposal response and, where applicable, the Best and Final Offer that is the most advantageous to Genesee County, per the evaluation criteria included in this RFP.

14. **Prime Contractor Responsibilities:** The successful offeror(s) shall be required to assume responsibility for all services offered in the proposal regardless of who produces them. Further, the County will consider the successful offeror to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.
15. **Non-Assignability:** The contract may not be assigned, transferred, or conveyed by the Contractor without the expressed written consent of Genesee County.
16. **Independent Contractor:** It is understood and agreed to, by and between the Contractor and Genesee County, that any and all acts that the Contractor or its personnel, employees, and servants perform pursuant to the terms of the Contract shall be undertaken as independent contractors and not as employees of Genesee County by or with a contract or agreement, nor impose any liability upon Genesee County. All acts and contracts of the Contractor shall be in its own name and not in the name of Genesee County.

17. **Subcontracts**: The Contractor shall not enter into subcontracts to this Agreement with additional parties without obtaining prior written approval of Genesee County. A condition of granting such approval is that such subcontractors shall be subject to all conditions and provisions of this contract. The Contractor shall be responsible for the performance of all subcontractors.
18. **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 proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
19. **Acceptance of Proposal Content**: It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.
20. **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 Genesee County.
21. **Acceptable Deviations**: The decision of Genesee County shall be final as to what constitutes acceptable deviations from specifications or requirements.
22. **News Release**: News releases pertaining to this RFP or the services to which it relates will not be made without prior written Genesee County approval, and then only in accordance with the instructions from the contract administrator. No information regarding the procurement and services shall be released without prior approval of the contract administrator.

SECTION 4 - PROJECT INFORMATION AND SCOPE OF WORK

1.0 Introduction

The **Genesee County Metropolitan Planning Commission (GCMPC)** is soliciting proposals from consultants to **Update and Improve the Genesee County Urban Travel Demand Model and Provide Continuing Technical Assistance** to GCMPC staff during the development of the upcoming 2045 Genesee County Long Range Transportation Plan (LRTP). The focus of this project is to:

- 1) Assess and review the current model and provide recommendations for improvements to be added to this model update and recommendations for long term improvements,
- 2) Update and improve the existing TransCAD, trip-based, four-step, Travel Demand Model,
- 3) Provide training and continuing technical assistance to GCMPC for up to one year after the model update with the option to renew for two more years.

2.0 Model Background

The Genesee County Metropolitan Planning Commission maintains the Urban Travel Demand Model for the Genesee County Metropolitan Alliance (GCMA). GCMA is a Transportation Management Area (TMA) and oversees the travel demand model and transportation planning process in Genesee County in coordination with local road and transit agencies, the Michigan Department of Transportation (MDOT) and the Federal Highway Administration (FHWA).

The current GCMPC travel demand model was developed by a consultant in 2008 and is being maintained and operated by GCMPC staff. It is a traditional trip-based four-step model calibrated with 2005 base data and projected to 2035. It was updated for the 2040 LRTP by updating the socioeconomic data which was derived from the 2010 Census, updating the external stations, and by adding an additional modeling year for 2040. It is built upon TransCAD 4.8 platform and updated to TransCad 6.0. Major features of the GCMPC model are summarized as follows.

- **Study Area:** The model fully covers Genesee County.
- **Traffic Analysis Zones:** The model has 639 internal TAZ and 37 external TAZ
- **Network:** There are over 4,299 links representing all necessary roads and highways in the model for Genesee County. Model estimates link free-flow speed and capacity based on the methodologies presented in the Highway Capacity Manual (HCM) 2000. The model includes a transit network for all fixed bus service routes.
- **External Trip Estimation:** The 2005 Base Model's external trip table was estimated using trip data from the *Michigan Travel Counts Household Travel Survey Data*. External trips (E-I or I-E) have been grouped by work and non-work purposes. Growth rates were applied to the base year data to develop the 2040 future external travel.
- **Trip Generation:** A household stratification model is used to disaggregate zonal households by cross-classification variables. Trip productions and attractions are estimated for the following eight trip purposes: Home-based Work Low Income (HBWLo), Home-based Work High Income (HBWHi), Home-based Shopping (HBS), Home-based Other (HBO), Home-based School K-12 (HBSCH), Home-based School University (HBU), Non-home-based Other (NHBO) and Non-home-based Work (NHBW). Trip rates were developed based on the MI Travel Counts Household Travel Survey data.

- **Trip Distribution:** Trip distribution is currently performed using the standard gravity model, utilizing a friction factor look-up table.
- **Mode Choice:** The model uses a nested logit mode choice model to account for auto (drive alone and share ride), transit, bike and pedestrian modes.
- **Time-of-Day (TOD):** The model consists of four time-of-day periods: morning peak, midday, evening peak and night. TOD factors were derived from the *Michigan Travel Counts Household Travel Survey Data*.
- **Truck Model:** A separate truck model is used to generate and distribute truck trips based on the Quick Response Freight Manual. Then, truck trip tables are assigned to the network for each TOD simultaneously with the corresponding passenger car assignments.
- **Auto Assignment and Feedback Loop:** Link free-flow speeds derive the first phase of the model run, or initial assignment. It is used for network skimming, trip distribution and route choice. Following the first phase, link congested-speeds are estimated and used to redistribute trips in subsequent model runs, or feedback assignments. A user equilibrium assignment by TOD is currently used. The final assignment results are obtained from the feedback assignment.
- **Transit Assignment:** The link congested-speeds and travel time are used to assign the transit passengers onto the transit routes. The assignment rule is to find the shortest path of the general cost for passengers. The general costs is a combination of travel time, cost and other factors.
- **Post-processors:** A user friendly model interface was designed using GISDK script to run the model by automating the entire modeling and post-processing procedure. The model is equipped with several post-processors. These post-processors report (1) calibration statistics, and (2) a variety of performance measures of the model. These postprocessors are embedded in the model user interface.

Staff utilizes the model outputs in determining the road network capacity deficiencies (congested areas), developing the list of capacity improvement projects for the LRTP, testing different alternative projects to alleviate congestion and for air quality conformity analysis on the LRTP and any future Transportation Improvement Program (TIP) projects that require analysis. Staff will also use model outputs to track trends for performance-based planning as required by “Moving Ahead for Progress in the 21st Century” (MAP-21) legislation.

3.0 General Scope of Work

The purpose of this RFP is for the successful proposer to have the expertise to update and improve the Genesee County Travel Demand Model as well as providing continuing technical assistance to GCMPC staff on an as needed basis. The work proposed in this RFP will be used in the 2045 Long Range Transportation Plan Update (LRTP). The 2045 LRTP must be approved by the Genesee County Metropolitan Alliance (GCMA) by January 2019. It is therefore important that the model improvements be completed by September 2016 to supply sufficient time to incorporate the new model data and analysis into the 2045 LRTP. The Model Development Committee (MDC) will be the committee that recommends the selection of the consultant to GCMPC and will oversee the development of the model. The Consultant will develop a timeline for deliverables and important milestones. The Consultant shall make presentations to GCMPC staff and the MDC to update the group on the status of the project as outlined and approved in the work program

The proposal must provide information regarding the Consultant's ability and interest in providing the following services and products, at a minimum. Note any experience or similar products and services provided for others.

Proposals should at a minimum address and cost individually the items listed in this scope of services and short term improvements. The short term improvements may consist of improvements to the transit model, improvements to the truck model, improvements to the model user interface, an addition of a non-motorized component and the ability to address environmental justice analysis. Moving Ahead for Progress in the 21st Century (MAP-21) placed an increased emphasis on performance based planning measures and is an area where GCMPC is interested in using the model to facilitate these new performance based planning requirements. GCMPC also uses the Travel Demand Model to meet air quality modeling requirements and thus it must be able to generate outputs which can be used within the MDOT TransCAD air quality (AQ) add-in which converts model outputs into inputs that are used in the EPA MOVES 2014 air quality modeling software. Prospective consultants should submit a proposal which will encompass the following items:

3.1 Model Review and Proposed Recommendations for Improvements

The first objective is to review and assess the current model and parameters and provide recommendations on short term improvements that will be performed as part of this update given the time constraints on the project. The Consultant can suggest longer-term improvements for GCMPC to work on implementing in future updates. The Consultant should make recommendations which they feel would improve beyond what is requested in this RFP and cost each recommendation. All improvement recommendations will be delivered in a technical paper which details

the short-term improvements as part of the current update and long-term improvements and associated costs for future updates.

3.2 Update the Genesee County Travel Demand Model

The second objective is to update and enhance the current TransCAD model for the base year of 2014 and projected to 2045. The update will include calibration/validation of the travel demand model network and attributes. The validation process is to include evaluation and updating each of the four processes; 1) Trip Generation, 2) Trip Distribution, 3) Mode Choice, and 4) Trip Assignment. This updated model should run on at least TransCAD version 6 or newer. The model will be updated, calibrated, and validated with GCMPC data. If at any time, for any task, data from elsewhere is used; the Consultant must provide a separate technical memo describing in detail why the outside data is necessary and an explanation of the reasonableness in applying the data. The Consultant will provide detailed information on what standards they will be using to validate and calibrate the model. All updates, changes, and additions of data, TAZ, or changes to the model structure, data or parameters shall be done in consultation with GCMPC project staff and the MDC.

The Consultant must completely document the decision making and methodology of all tasks and milestones so that the model can be understood and utilized by GCMPC and MDOT staff and their partners now and in the future. The Consultant will prepare a final *Travel Demand Model Update/Enhancement and Validation Report* based on at a minimum the scope of work contained herein. The report will detail all changes and updates made to the GCMPC Travel Demand Model including all assumptions and decisions. This report will also explain the new processes and improvements developed as part of this project. Each chapter will focus on a specific model input or model step, beginning with the input roadway network and continuing with descriptions of the four-step modeling process (Trip Generation, Trip Distribution, Mode Split, and Traffic Assignment). A chapter documenting the model validation and calibration process must also be included.

The Consultant must possess the expertise and capacity to be able to perform the travel demand modeling tasks listed below.

2014 Network Development

- Update the Travel Demand Model Network to 2014 base year with the latest national functional classification (NFC) data.
- Since the new NFC codes don't identify rural versus urban roads, additional framework variables need to be coded on the network to classify roads and ramps as either rural or urban. Additional variables

will need to be created on the network in order to convert the assignment output into inputs MOVES 2014 can use.

- Update the 2014 network with traffic counts for calibration.
- Update the capacity calculator (built into the GISDK program) with capacities from the most recent Highway Capacity Manual.
- Update the multinet network with data necessary to produce fully functional model runs for the following modeling years: 2014, 2020, 2025, 2035 and 2045.
- Update the transit network route system file in TransCAD including all necessary transit stops to 2014.

Traffic Analysis Zone Development

- Update the Traffic Analysis Zones (TAZ) in TransCAD with all SE data necessary for fully functional model runs for the following modeling years: 2014, 2020, 2025, 2035 and 2045. GCMPC will provide approved socio-economic data for population and employment into the TAZ.

Model Calibration and Validation

- Each step in the model process should be validated independently of the entire completed model. GCMPC is requesting the Consultant to follow the desired procedure in the flow chart developed by the Federal Highway Administration (FHWA). Attachment A.
- The Consultant should determine and document what methodology and industry accepted standards that they will be using to validate and calibrate the components of the model and make a recommendation to GCMPC for approval.
- Develop a 2045 sensitivity test and supporting methodology demonstrating the changes in modeled trips based on varying the data in model inputs.
- The Consultant will provide GCMPC staff with a *Travel Demand Model Update/Enhancement and Calibration/Validation Report* detailing the changes and updates made to the GCMPC Travel Demand Model including all assumptions, decision, methodology, of the model update and calibration and validation so that the model can be understood and utilized by GCMPC staff.

External Trips

- Update and validate the external-external (EE) matrix for the 2014 base year based on the approved method.
- Develop, document and implement EE matrices and EI trip tables for the future modeling years of 2020, 2025, 2035 and 2045. Perform a reasonableness check on the 2045 EE trips.

- Provide documentation detailing the process, decisions, and reasoning involved.

Trip Generation

- Produce a new 2014 base year production and attractions file and balance it. Produce a 2045 model balanced production and attraction file for the 2045 model run and sensitivity test.
- Project external-internal (EI) and internal-external (IE) trips based on the number of households for the IE trips and employment for the EI trips for 2014 and 2045. The trips tables will be balanced and validated based on the approved standards.
- Provide documentation detailing the assumptions, methodology, findings, and products for the trip generation tasks.

Trip Distribution

- Update the distribution factors for each trip purpose, calibrate the distribution factors.
- Update and validate the gravity model.
- Calibrate and validate the trip distribution model.
- Produce new production and attraction matrix and origin and destination matrix as a result of the calibrated distribution model.
- Provide documentation detailing the assumptions, methodology, findings, and products for the trip generation tasks.

Mode Choice Model

- Update and calibrate the mode choice model for transit with improvements to auto to transit transfer.
- Make updates needed to incorporate the Bus Rapid Transit (BRT) project into the Mode Choice model.
- Update the vehicle trip tables by purpose and the transit trip tables by purpose for 2014 and 2045.
- Provide documentation detailing the assumptions, methodology, findings and products of the mode choice tasks.

Time of Day Model

- Update the time of day model which consists of four time-of-day periods: morning peak, midday, evening peak and night. The original time-of-day factors were derived from the Michigan Travel Counts Household Travel Survey Data.

Truck Sub-Model

- Update the truck sub-model including trip generation, trip distribution, and TOD distribution, etc. GCMPC will provide classified traffic counts and freight movement from any available data sources that will improve model function.
- The Consultant should recommend possible data sources to use as part of the update such as the National Performance Management Research Data Set (NPMRDS) which is provided by “HERE”.
- Implement any updates agreed upon and approved by GCMPC as a result of the model review recommendations.
- Provide documentation detailing the assumptions, methodology, findings and products of the truck sub-model.

Traffic Assignment

- Assign all trips (including trucks and transit trips) to the 2014 base year and modeling year networks by TOD and incorporate feedback loops. Transit assignment must allow trips from external stations for the park and ride transit share.
- Calibrate and validate the GCMPC area’s daily vehicle assignment to the 2014 AADTs using approved standards at the system, area type, screenline/cutline, volume group and facility type levels at a minimum.
- Calibrate and validate the GCMPC area’s daily model transit trips to ridership numbers provided by GCMPC.
- Provide documentation detailing the assumptions, methodology, findings and products of the traffic assignment tasks.

Model Interface Update

- Update and improve the model user interface to successfully run on GCMPC computers using the chosen version of TransCAD, utilizing any new or updated input files created by the Consultant.
- Update the GISDK program, which is called POST_ALT, to automatically run a report of model statistics on model runs including any new statistical measures added to facilitate performance based planning or any other agreed upon enhancements that resulted from the model review recommendations.
- Update the CAL-REP program, which creates a report documenting the model’s validation statistics.

Training

- The Consultant will produce two complete sets of all data and files to run the model delivered digitally and installed on a GCMPC computer, which will be used for the training described.
- The Consultant will provide in-person step-by-step instruction on running the updated model using the model interface and manually using the input files to GCMPC staff and MDOT partners.
- At this training, the Consultant will answer any questions from GCMPC staff and provide further written documentation of anything identified as part of the scope of work that is not included in the documentation. If the answer to a question is unknown, a written answer to the question must be provided within three business days. If the written answer affects the documentation, an updated copy of the documentation will be provided at no additional cost.
- The Consultant will provide GCMPC staff and MDOT with a Genesee County Travel Demand Model User's Guide that provides detailed information describing step by step instructions on how to run the model using the model interface and manually, using the input files. This document will include a diagram showing all of the necessary model inputs and outputs and will include narrative on how the model works at each step. This document must include detailed discussion on how the model statistics tool was created, how to read the model statistics report and how to understand its outputs.

3.3 Technical Assistance

The third objective is to provide GCMPC staff with ongoing technical assistance related to the Genesee County Travel Demand Model. The Consultant will be available for technical assistance after the model update for up to one year on an as needed basis until the set number of hours available for technical assistance has been reached. Technical assistance would be billed at an hourly rate for up to 120 hours with the option to renew the contract for two more years once the 120 hours has been used.

The Consultant will be available for technical assistance to GCMPC staff on running the model and using the model for future year analysis and testing alternatives. Assistance will mainly be provided by phone and email with GCMPC staff. The Consultant will respond to the questions no later than two business days after GCMPC contacts the Consultant. Questions may be general or specific in nature and related to running the model, building future analysis years, running future analysis years, updating or adjusting the network and TAZ layer, adjusting transit routes, and testing alternatives. These are items that will be completed by GCMPC staff, but questions on how the consultant constructed the model may

interfere with GCMPC staff's ability to use the product. The technical assistance ensures a way to address any issues that may result after the completion of the model.

3.4 Additional Terms and Conditions

Project Manager: The consultant must provide a commitment that the Project Manager assigned to the project will be committed to the life of the project. And if there is any change in staff from the original Project Manager GCMPC has the right to approve those changes to the project.

Interviews: The Project Manager and staff assigned to the project must be present during interviews with the consultant. All applicants will be interviewed on Thursday, June 11, 2015. The interview will be no longer than 45 minutes and will include a short presentation by the consultant lasting no longer than 20 minutes. Presentation must be led by Project Manager assigned to the project.

Use of Data and Products: All data and other products produced as a result of this contract becomes the sole property of the Genesee County Metropolitan Planning Commission (GCMPC). GCMPC reserved the right to disseminate and distribute the information, data and other products produced as a result of this contract, including GISDK codes, to other entities outside of the GCMPC as they see fit.

Equal employment opportunity: The offeror will be required to comply with all applicable Equal Employment Opportunity laws and regulations.

Disadvantaged, minority & women-owned business enterprises: The GCMPC hereby notifies all offerors that it will affirmatively ensure that in regard to any contract entered into pursuant to its advertisement, Disadvantaged, Minority and Women-Owned Business Enterprises will be afforded full opportunity to submit proposals in response to this invitation and will not be discriminated against on the grounds of race, color, sex, or national origin in consideration for an award.

Ineligible contractors: All offerors will be required to certify that they are not on the Comptroller General's list of Ineligible Contractors. The GCMPC reserves the right to reject any proposal if the offeror fails to comply with this requirement.

4.0 Deliverables

4.1 Updated Travel Demand Model

A functional and updated model road network and a TAZ layer with updated socio-economic data for the new base year, interim modeling years and the 2045 model year. Working and calibrated components for daily and peak period Travel Demand model. A functional and updated transit route network, an updated freight model and any recommended enhancements approved and agreed upon by GCMPC must also be included. Because GCMPC uses the model for alternatives analysis, the Consultant will need to produce model runs for the 2014 base year and also the 2045 out-year to demonstrate sensitivity to changes in model inputs.

All TransCAD files related to this Scope of Services must be fully functional and operational in TransCAD version 6.0 or later. All GISDK programs required to run the model user interface and reporting functions must be functional and operational on GCMPC computers.

4.2 Documentation Deliverables

All deliverables must be submitted in Microsoft Office format (Word, Excel, Access, and PowerPoint). Deliverables must be submitted in both paper (hard copy) format and electronic format. At the end of the contract period, the Consultant must provide GCMPC with at least two (2) complete copies of all documentation including any updates of documentation that were necessary during model development. In addition, one complete set of data and text files required to run the model must be delivered digitally.

Key Documents:

1. *Recommendations for Model Improvement Technical Paper.*
2. *Travel Demand Model Update/Enhancement and Calibration/Validation Report.* The report will detail all changes and updates made to the GCMPC Travel Demand Model including all assumptions, decisions, and methodology of the model update and calibration/validation so that the model can be completely understood and utilized by GCMPC staff. This report will also explain the new processes developed as part of this project.
3. *Genesee County Travel Demand Model User's Guide.*

All programs, protocols, data, results and products produced, created or improved by the Consultant in relation to the model development, calibration, and operation are/will be owned wholly by the GCMPC.

GCMPC will provide the successful offeror with:

1. The 2005 - 2040 Michigan Geographic Framework based multinet network in TransCAD with all roadway attributes.
2. 2045 TAZ layer with all base and future year socio-economic data.
3. All TransCAD GISDK add-ins used by GCMPC in running the 2040 Model.
4. 'Model Development and Validation Report' for the 2035 Urban Travel Demand Model prepared by Bernardin, Lochmueller & Associates.
5. 'Travel Model User's Guide' for the 2035 Urban Travel Demand Model prepared by Bernardin, Lochmueller & Associates.
6. "Genesee County Model Update Technical Report" prepared by GCMPC for the 2040 Model Update.
7. Raw speed study data

SECTION 5 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

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

Technical Proposal

Consulting firm proposals must be submitted in the format outlined below and shall include similar information for all subcontractors.

A. Business Organization

State the full name and address of the organization and, if applicable, the parent company, branch office or other subordinate element(s) that will perform or assist in performing the work. Indicate whether operating as an individual, partnership or corporation; if as a corporation, include the state in which incorporated. If appropriate, state whether members of the team are licensed to operate in the State of Michigan and whether the consulting firm team includes a State of Michigan certified DBE.

B. Statement of the Problem

State, in precise terms, your understanding of the problem presented in the RFP and how you propose to satisfy both the technical and administrative requirements contained therein.

C. Management Summary

Include a narrative description of the proposed effort and how it will be managed and the products that will be delivered, showing time table products and milestones. Cost proposal should show dollar amount on milestone dates.

D. Consultant Qualifications and Prior Experience

Include as part of your proposal a brief statement concerning the recent experience of the persons from your firm who will be actively engaged in the proposed effort. Do not include corporate experience unless persons who will work on this project participated in that experience.

In addition to specific technical capabilities required of the Consultant to perform this project, it is desired that the Consultant project manager have detailed knowledge and experience of the state and federal financing and highway program delivery procedures and the ability to coordinate with GCMPC, MDOT and other appropriate agencies and individuals.

E. Work Plan

Describe in narrative form your technical approach for accomplishing the work. Explain your proposed method in detail. Include a description of issues involved in the RFP to indicate your understanding of the problem and the proper emphasis to be placed on each area. Provide a work breakdown of tasks and subtasks with timeline and products.

Show the staff assignment of time in hours (not dollars) to those tasks and itemize the person hours allocated for each task by level using a Gantt chart or similar display. Include each person's name and title (e.g., project manager, senior engineer, etc.) and estimate hours for the prime and all subcontractors' staff.

- Indicate the proposed implementation schedule, designating decision points and the total time necessary to accomplish the study based on the RFP.
- Also, itemize all efforts that will result in direct or indirect cost to the project (i.e., supplies and materials, transportation, travel, meals and lodging, specialized services, subcontractors, reproduction and distribution of documents or any other direct cost item).
- A detailed time line must be included that shows the beginning and ending times of products, work elements, and sub-elements by task.
- A matrix of each of the consultant's staff time in hours divided by the tasks they are assigned to should also be provided.
- The Consultant will be available for technical assistance after the model update for up to one year on an as needed basis until the set number of hours available for technical assistance has been reached. Technical assistance would be billed at an hourly rate for up to 120 hours with the option to renew the contract for two more years once the 120 hours has been used.

F. Key Personnel

Specific background information on key individuals who will be assigned to the project team must be included. The background information on these individuals should emphasize their experience relative to project requirements. The proposed key personnel must be the personnel assigned to the project. Key people are defined as those people whose qualifications and experience are essential to providing quality services. The project team means the personnel assigned by the Consultant and the sub Consultant(s) who are responsible for the services.

- Include the resumes of all key project personnel, including subcontractors.
- The contract for this project will contain a provision that the Consultant may not replace key people without prior written approval from GCMPC and MDOT. A violation of this provision will be considered a breach of contract, and GCMPC may terminate the contract.
- Project schedule and staff allocation, provide a detailed plan that shows the milestones and deliverables. Include the number of hours allocated for each staff person for each task for the duration of the contract.
- All sub Consultants must be identified and are subject to approval by GCMPC and MDOT.
- The contract for this project will contain a provision requiring prior written approval to subcontract any of the services. If the amount to be subcontracted is \$25,000 or more, the proposed subcontract must be submitted to GCMPC for MDOT's review and approval prior to execution.

G. Project Management

The Consultant Project Manager must be readily accessible to GCMPC and MDOT personnel. Response to this RFP should include a proposal to address and clarify all

aspects of project administration, quality assurance, variation and change control, contract deliverables, budget and cost control, schedule control, and internal/external coordination.

The GCMPC Project Manager shall be the official GCMPC contact person for the Consultant. The Consultant must either address or send a copy of all project correspondence to the GCMPC project manager. This includes all verbal contact records. The GCMPC Project Manager shall be made aware of all communications regarding this project.

The Consultant will update the GCMPC Project Manager on a monthly basis at a minimum in addition to updates/documentation of deliverables at the milestones identified by the Consultant in the proposal based on the RFP.

The Consultant will maintain a project record, which includes a history of significant events that influenced the development of the products and receipt of information. The Consultant shall notify the GCMPC Project Manager whenever discoveries or new information has the potential to require changes in the scope, limits, quantities, or cost of the project. For each task being completed and documented, the Consultant project manager and/or staff shall give a presentation/Q&A session of the document(s) being submitted to the GCMPC staff and the Model Development Committee so that questions and concerns regarding clarity of the information can be addressed immediately, and not after the fact.

H. Authorized Negotiators

Include the names and telephone numbers of your organization's personnel authorized to negotiate the proposed contract with GCMPC. In the event that this proposal, and the subsequent negotiations lead to a contract you will be asked to provide a written verification that the person signing the contract is authorized to do so. If this will require a meeting of the Board of Directors or the Partners of your firm, you should begin arrangements so that the contract will not be delayed.

SECTION 6 - EVALUATION CRITERIA & SELECTION PROCEDURE

Any award shall be based on the best overall proposal with points awarded based on the following criteria and points system. Technical Proposals receiving a score of 60 or below during Phase I may not be considered by the Model Development Committee for interview. If none of the Technical Proposals reach the 60 point threshold, the Model Development Committee reserves the right to either select the consulting firm with the highest point total or select not to award the contract.

Criteria A, B, C, D and E represent the first phase in Consultant selection. Each member of the Model Development Committee will evaluate these criteria individually. The scores will be submitted to the project manager and an average of the Committee members scores will be used to calculate the points for each criterion.

	Criteria	Possible Points
Phase I	A. Demonstrated understanding of the problem and the ability to meet the requirements of this RFP	15
	B. How effectively the proposal addresses the proposed Scope of Work	15
	C. Relevance and significance of the proposed improvements for the Genesee County Model Update	15
	D. The proposed schedule and the ability to complete the work by the scheduled due date as well as the timely delivery of deliverables at Consultant defined milestones	15
	E. Directly related experience of the consulting team, including project manager and staff as well as any subcontractors	10
Phase II	F. Interview	20
Phase III	G. Cost considerations.	10
	Total Possible Points	100

SIGNATURE PAGE
GENESEE COUNTY RFP #15-057

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda _____ issued as part of the RFP:

Name (Printed): _____

Signature: _____

Title: _____

Company: _____

Date: _____

Contact Person

Please indicate name, telephone number, fax number, mailing address, and e-mail address of company representative for matters regarding this RFP.

CONTACT NAME	POSITION	E-MAIL
--------------	----------	--------

MAILING ADDRESS	PHONE	FAX
-----------------	-------	-----

GENESEE COUNTY INSURANCE CHECKLIST

Proposal Title Update and Improve the Genesee County Urban Travel Demand Model and Provide Continuing Technical Assistance

Proposal Number 15-057

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
<input checked="" type="checkbox"/> 3. General Liability	\$500,000 policy limit, disease Including Premises/operations
<input checked="" type="checkbox"/> 4. Products/Completed operations	\$1,000,000 per occurrence with \$2,000,000 aggregate
<input checked="" type="checkbox"/> 5. Automobile liability	\$1,000,000 per occurrence with \$2,000,000 Aggregate [If applicable]
<input checked="" type="checkbox"/> 6. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	\$1,000,000 combined single limit each accident- Owned, hired, nonowned
<input checked="" type="checkbox"/> 7. The certificate must state Proposer number and title	
<input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided.	

FAX THIS PAGE TO YOUR INSURANCE AGENT/BROKER

Insurance Agent's Statement

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

_____ The above policies carry the following deductibles:

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

Insurance Agent

Signature

PLEASE NOTE #8 ABOVE. ADDING ADDITIONAL INSURED [AI] TO THE DESCRIPTION IS NOT ACCEPTABLE. AN ENDORSEMENT OR COPY OF AI LANGUAGE IS REQUIRED

Prospective Contractor'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 Contract. Modifications to this checklist may occur at any time prior to signing of the contract. Any changes will require approval by the Prospective Contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible. REVISED 04/08/2010

REFERENCES

List 3 references of similar projects

Submitted by: _____

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

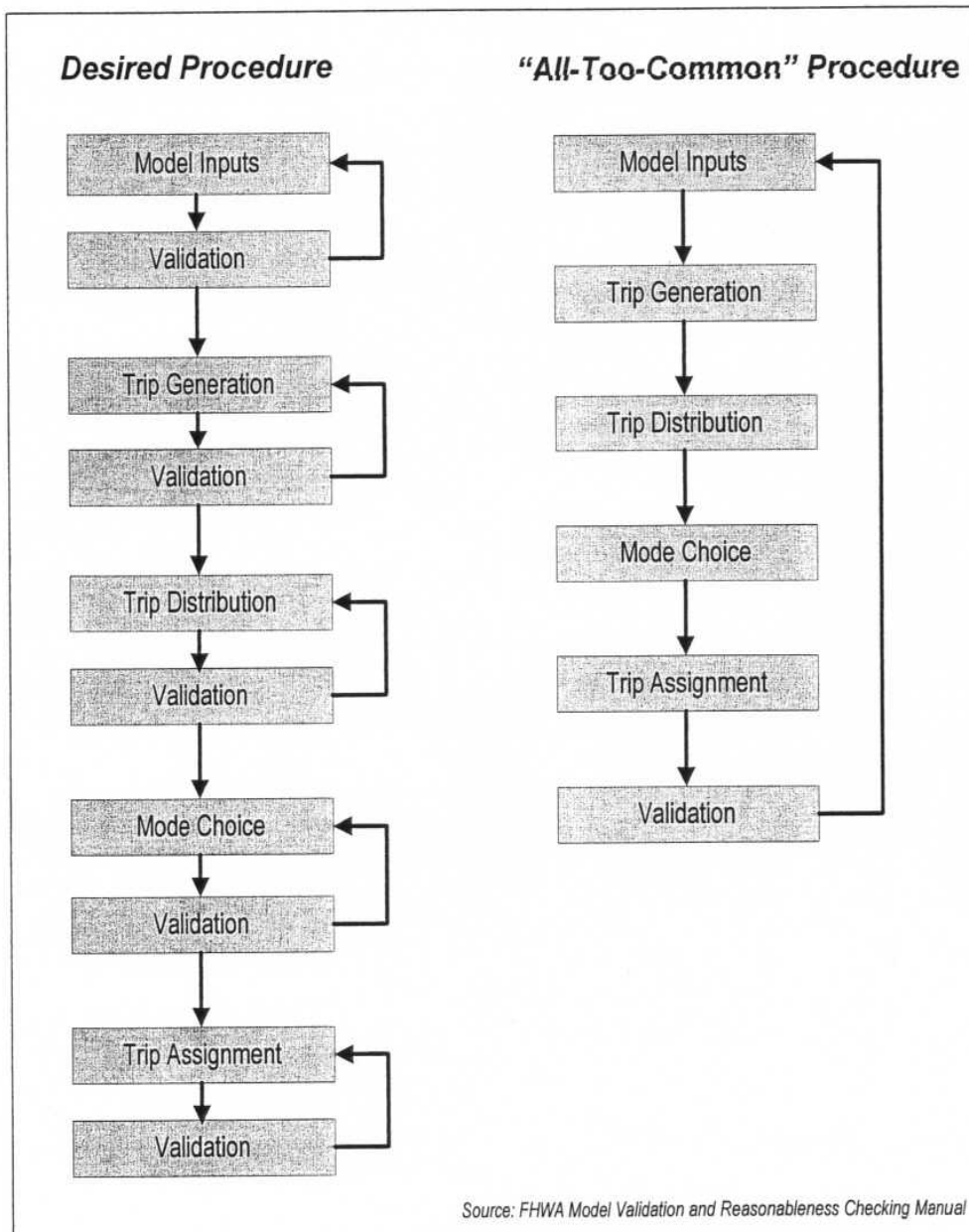
\$
Dollar Amount of the Project

Project Description

ATTACHMENT A



Figure 1: Model Validation Process



Attachment B
CONTRACT FOR PROFESSIONAL SERVICES
Consulting services for Urban Travel Demand Model and
Provide Continuing Technical Assistance

This Contract for Professional Services (the “Contract”) is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the “County”), and **Contractor Name**, a **[State] [Entity Type]**, whose principal place of business is located at **Contractor Address** (the “Contractor”) (the County and the Contractor together, the “Parties”).

1. Agreement and Authority

This Agreement is entered into pursuant to RFP # 15-057 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on **[Start Date]**, and shall be effective through **[End Date]** (the “Initial Term”).

2.2 Extension Terms

None.

3. Purpose

This Contract is entered into for the purpose of the contractor to Update and Improve the Genesee County Urban Travel Demand Model and Provide Continuing Technical Assistance. The Consultant will be available for technical assistance after the model update for up to one year on an as needed basis until the set number of hours available for technical assistance has been reached. Technical assistance would be billed at an hourly rate for up to 120 hours with the option to renew the contract for two more years once the 120 hours has been used.

4. Scope of Work

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

5. Compensation

Budget Reimbursement. The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed

\$_____. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit D (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

5.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

5.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.

5.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County'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 Contract is [Contract Administrator] (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

8. Reporting Requirements

During the term of this Contract, 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 County 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 County or pay the County for expenses incurred by the County 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 County will dispose of the goods and the County 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 Contract.
- 10.5 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

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 breach of these warranties.

11. Suspension of Work

11.1 Order to Suspend Performance

Upon written order of 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 Contract Administrator 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 Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the 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 Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. 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 Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

12.2 Immediate Termination

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

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

12.3 Termination for Convenience

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

The County 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 Contract 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 County may terminate this Contract by written notice specifying the date of termination.

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

13. Equipment Purchased with County Funds

13.1 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

13.2 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

14. 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.

15. Freedom of Information Act

This Contract 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".

16. Intellectual Property

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County's request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

17. Audit Rights

17.1 Certification of Accurate Information

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

17.2 Inspection

The Contractor agrees that the County may inspect the Contractor's plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract 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 Contract and the terms of the applicable grant.

17.3 Audit

The Contractor agrees that the County may examine the Contractor's records to ensure compliance with the terms of this Contract. If this Contract 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 Contract and the terms of the applicable grant.

17.4 Records Retention

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

18. Identity Theft Prevention

18.1 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.

18.2 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.

19. 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 Contract.

19.1 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.

19.2 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.

20. Independent Contractor

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

21. General Provisions

21.1 Entire Contract

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

21.1.1. The Contract – This Professional Services Contract

21.1.2. Exhibit A – The Scope of Work

21.1.3. Exhibit B – Required Reports

21.1.4. Exhibit C – The Contractor's Budget

21.1.5. Exhibit D – Insurance Checklist

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 Contract and any Exhibit, the terms of this Contract shall control.

21.2 No Assignment

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

21.3 Modification

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

21.4 Binding Effect

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

21.5 Headings

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

21.6 Governing Law and Venue

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract 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.

21.7 Severability and Survival

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

21.8 Interpretation

Each Party has had opportunity to have this Contract 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 Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

21.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract

and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

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

CONTRACTOR NAME

COUNTY OF GENESEE

By: _____
Name of Contractor Signatory
Title of Contractor Signatory

By: _____
Jamie Curtis, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Corporation Counsel

Date: _____

EXHIBIT A
Description of the Services

The purpose of this RFP is for the successful proposer to have the expertise to update and improve the Genesee County Travel Demand Model as well as providing continuing technical assistance to GCMPC staff on an as needed basis. The work proposed in this RFP will be used in the 2045 Long Range Transportation Plan Update (LRTP). The 2045 LRTP must be approved by the Genesee County Metropolitan Alliance (GCMA) by January 2019. It is therefore important that the model improvements be completed by September 2016 to supply sufficient time to incorporate the new model data and analysis into the 2045 LRTP. The Model Development Committee (MDC) will be the committee that recommends the selection of the consultant to GCMPC and will oversee the development of the model. The Consultant will develop a timeline for deliverables and important milestones. The Consultant shall make presentations to GCMPC staff and the MDC to update the group on the status of the project as outlined and approved in the work program

The short term improvements may consist of improvements to the transit model, improvements to the truck model, improvements to the model user interface, an addition of a non-motorized component and the ability to address environmental justice analysis. Moving Ahead for Progress in the 21st Century (MAP-21) placed an increased emphasis on performance based planning measures and is an area where GCMPC is interested in using the model to facilitate these new performance based planning requirements. GCMPC also uses the Travel Demand Model to meet air quality modeling requirements and thus it must be able to generate outputs which can be used within the MDOT TransCAD air quality (AQ) add-in which converts model outputs into inputs that are used in the EPA MOVES 2014 air quality modeling software.

The Consultant will be available for technical assistance after the model update for up to one year on an as needed basis until the set number of hours available for technical assistance has been reached. Technical assistance would be billed at an hourly rate for up to 120 hours with the option to renew the contract for two more years once the 120 hours has been used.

EXHIBIT B

Reports Required from the Contractor

Description of Report

Frequency

The Consultant will update the GCMPC Project Manager on a monthly basis at a minimum in addition to updates/documentation of deliverables at the milestones identified by the Consultant in the proposal based on the RFP.

EXHIBIT C
Contractor's Projected Budget
Date to Date

EXHIBIT D
Insurance Checklist

Proposal Title LEGAL SERVICES FOR THE GENESEE COUNTY OFFICE OF SENIOR SERVICES

Proposal Number 15-057

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
<input checked="" type="checkbox"/> 3. General Liability	\$500,000 policy limit, disease 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. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 7. The certificate must state Proposer number and title	
<input checked="" type="checkbox"/> 8. Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement must be included with the certificate. Evidence of Addition Insured under Blanket coverage within the policy language is also acceptable. However, a copy of the language applicable to this must be provided.	