



GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 343,

FLINT, MICHIGAN 48502

Phone: (810) 257-3030 Fax (810)257-3380

www.gc4me.com

April 26, 2017

GENESEE COUNTY REQUEST FOR PROPOSALS #17-108

Sealed proposals will be received until **3:00 p.m. (EDT), Wednesday, May 17, 2017**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **FLOATING DOCK SYSTEM FOR WOLVERINE CAMPGROUND**.

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 or at the website www.gc4me.com.

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: 3:00 p.m. (EDT), Wednesday, May 17, 2017

PROPOSAL REQUEST NUMBER: #17-108

Cindy Carnes

CINDY CARNES, PURCHASING MANAGER

bid2\2016\17-108

Attachments

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RFP #17-108 FLOATING DOCK SYSTEM FOR WOLVERINE CAMPGROUND

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Wednesday, May 17, 2017**, 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. **Submit one original, 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.
3. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303717B0011128. 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/bsol/login.sdo> and click on Register <https://www.buy4michigan.com/bsol/external/fidCheck.jsp>.

4. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP-CC-17-108 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](https://www.mitn.info/Registration.asp?ID=2340) (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.

5. 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.
6. 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.
7. 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.
8. 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. Proposal Format: Proposals must be submitted in the format outlined in SECTION 5. INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide a floating dock system to the GENESEE COUNTY PARKS AND RECREATION COMMISSION.
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, phone: (810)-257-3030, fax: (810) 257-3380 and 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 and received no later than **Monday, May 8, 2017 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. **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.
6. **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.
7. **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 Monday, May 8, 2017 by 12:00 p.m. (EDT), to the Genesee County Purchasing Department as listed above.

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 proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
9. **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.

SECTION 4 - SPECIFICATIONS FOR FLOATING DOCK SYSTEM FOR WOLVERINE CAMPGROUND

PART 1- GENERAL

1.01 Statement of Work

- A. Furnish and install a fully engineered floating dock of wood and steel (or aluminum) construction.
- B. Concrete shore interface shall be provided under this section.

1.02 References

- A. National Forest Products Association (NFPA):
 1. National Design Specifications for Wood Construction.
- B. American Institute of Timber Construction (AITC):
 1. Timber Construction Standards.
- C. American Wood Preservers Association (AWPA):
 1. Manual of Recommended Practices for Wood Preservation.
- D. American Institute of Steel Construction (AISC):
 1. Specifications for the Design, Fabrication, and Erection of Structural Steel for Building.
 2. Code for Standard Practices for Steel Building and Bridges.
- E. American Welding Society (AWS):
 1. Structural Welding Code D1.1
- F. State of Michigan Building Code.

1.03 Submittals

- A. Required documents as outlined in SECTION 5. INFORMATION REQUIRED FROM PROPOSERS.
- B. Layout of floating dock.
- C. Schedule for delivery and installation of dock from time the order is placed.

- D. Detailed, scaled and dimensioned drawings both in plan view and Sections:
 - 1. Include main dock, finger dock, ramp, dead load and design load freeboard, anchorage system, flotation system, main dock and finger dock connections, superstructure, underwater ties or truss.
 - 2. All drawings shall show relevant sizes of structural members and connectors, type of material, finishes, thickness, gauge, weld symbols, type of fasteners, and other pertinent information for complete evaluation of the system.
- E. Engineering calculations showing compliance with design load conditions shall be sealed by a Registered Professional Engineer and submitted for approval.

1.04 General

- A. Furnish all labor, materials, tools, equipment and incidentals necessary to satisfactorily complete the furnishings and installation of the floating dock complete with bridges, ramps, walkways, railings, benches, floats and other accessories shown on the drawings, including the concrete shore interface or anchorage system, so that the finished installation is ready for use by the public. Any special items needed for anchorage shall be provided.
- B. The floating dock shall be a standard commercial product of a marina manufacturer having experience in the design, manufacturing, and installation of floating marina structures. The manufacturer shall have experience in the design of floating docks of this type and, upon request, provide a list of similar installations and references for review and approval.
- C. Dock system shall be designed as modular units to facilitate interchangeability and maintenance.

1.05 Location

- A. Delivery made to: 7698 N. Baxter Road, Columbiaville, MI 48421. Dock will be located approximately halfway between Buttercup Beach and the first campsite. Park staff will show successful contractor the exact location.

PART-2 PRODUCTS

2.01 Manufacturers

- A. Floating dock shall be designed and manufactured by Shore Master-Fergus Falls, MN (218-739-4641), Porta Pier Co. – Manitowoc, WI (920-682-4908) or approved equal by the Genesee County Parks and Recreation.
 - 1. Approval for an equal will not be done prior to submission, rather include all required documentation to prove the product being offered is of equal quality and usability.

2.02 Design Requirements

A. Vertical Loads:

- 1. Dead loads shall consist of the entire weight of the floating structure, including the bridge and walkway ends, and other accessories and appurtenances.

2. Deck surface and structural frame live load shall be equal to 50 P.S. F. applied to the full surface area of the dock.
 3. Substructure and connections shall be designed (Ultimate Strength) to support full live load across a twenty-foot span.
 4. All handrails shall be designed and constructed to withstand a 200-pound load applied in any direction and at any point without permanent deflection.
 5. Flotation shall be designed to support the dead load plus 30 P.S.F. live load applied to the full area of the deck surface while maintaining at least six inches (6") of freeboard.
- B. Horizontal Loads:**
1. A uniform horizontal wind loading from any direction shall be calculated as 20 P.S.F. on all projected surfaces.
- C. Special Loading:**
1. The system shall be designed to resist torsional forces to the extent that there shall be no more than three inches (3") freeboard variation per 100 feet of length as measured in any direction and under any combination of specified vertical and horizontal load conditions except wave action loads.
 2. The floating structures shall be designed to resist a 400-pound vertical point load at any point on any finger dock or the main dock without violation of the freeboard or torsion design requirements.

2.03 Materials

A. Flotation:

1. Flotation shall be pre-molded high-density polyethylene shell with foamed in place polystyrene flotation. Flotation units shall be of one-piece rotational molded structure meeting the following standards:
 - a. Minimum thickness: 0.15 inches.
 - b. Density: 58 lbs/c.f. (ASTM 1505).
 - c. Environmental Stress: Cracking F50, +1000 HR., ASTM D1525
 - d. Ultimate Tensile Strength: 2600 psi, ASTM D638
 - e. Vicat Softening Temperature: +240 F, ASTM D1525
 - f. Brittleness Temperature: -180 F, ASTM D746
 - g. Flexure Modulus: 100,000 psi, ASTM D790
2. Polyethylene containers shall be filled with modified polystyrene expanded in place (1.1 lb/c.f. density). Water absorption shall not exceed one percent by volume.
3. Flotation units shall be recessed into the frame. Freeboard heights are as required on drawings.
4. Flotation units shall be maintenance free. Flotation units are considered as being that part of the floating dock from the dock to the bottom of the flotation unit.
5. Flotation units shall be designed to maintain their desired buoyancy and freeboard even if structurally damaged (e.g. broken in half). Connections of flotation units shall be so designed that the floating dock acts as a unit. One unit does not deflect without adjacent units

deflecting and no vertical slip will occur between units when deflecting. A rigid system is required which will neither rack nor twist in torsion.

6. Flotation units shall be of fire resistant construction, and recommended for use in exposed, marine locations.

B. Frame and Structural Members:

1. Sub-structural frames shall be all welded trusses fabricated from steel or aluminum made from angles, rounds and straps, or structural shapes of sufficient size and strength to withstand design stresses.
2. Main members shall be not less than 1-1/2" x 1-1/2" x 3/16" angle after fabrication.
3. Steel frames and box trusses that are welded shall be hot-dipped galvanized after fabrication.
4. The frames shall be designed for field connection with high strength galvanized (or aluminum, if frame is aluminum) shear plates and corner angles. All nuts, bolts, washers and other connectors are required to be stainless steel, except that galvanized connectors may be used where connection is made between galvanized members, or between galvanized members and wood members.
5. All structural metal components are to be pre-assembled in the shop prior to delivery to assure capability and fit.

C. Connectors:

1. Connections shall be designed so that units may be disconnected and moved.
2. All ferrous materials, whether classified connections or structural members, shall be hot-dipped galvanized (2 oz./sq. ft. minimum coating) after fabrication and drilling. This includes all connectors to wood and includes, but is not limited to – lag screws, bolts, nuts, washers, steel plates and structural members. **NOTE: Nails of any kind are not to be used.**
3. All connections for finger docks and main docks shall safely resist all design loads from the elements and users

D. Lumber:

1. Lumber shall be Southern Yellow Pine or Ponderosa Pine, Grade 1 or better. Lumber with knotholes or cluster knots and knots in groups shall not be used. All lumber must be sound, thoroughly seasoned, well manufactured and free from warp that cannot be corrected in process of bolting or screwing. All exposed lumber surfaces shall be smooth. All lumber shall conform to requirements of the Southern Pine Inspection Bureau.
2. All lumber shall be pressure treated with Chromate Copper Arsenate (CCA), type A or B as applicable, to a minimum retention of 0.4 pounds per cubic foot of lumber, in accordance with requirements of the Specification for Preservatives and Pressure Treatment Process of Timber, AASHTO Designation: M133. All lumber shall be dried to a moisture content of 19 percent after treatment. When treated lumber pieces are saw cut, paint cut ends with Copper Napthanate for preservative treatment.

3. Stack all lumber and other materials to insure proper ventilation and drainage. Store where not subjected to extreme changes of temperature or humidity. Treated lumber (includes decking materials) shall be stacked in a manner which will prevent long timbers or those of small cross section from sagging or becoming crooked.
4. Deck material shall be 2"x 6" (nominal), skip skirt material shall be 2" x 8" and 2" x 10" (nominal) as shown on the drawings. Fasten to framing with stainless steel deck fasteners.

PART 3-EXECUTION

3.01 General

- A. Verify that all foundation work is complete and accurate to the point where this installation may properly commence in strict accordance with floating dock shop drawing.
- B. Installation is to be completed no later than October 30, 2017

3.02 Delivery

- A. The manufacturer shall deliver the floating dock to a location near the site, which is accessible to over-the-road vehicles. The CONTRACTOR shall notify the OWNER of the expected floating dock delivery date. Note the delivery time requirements of the specifications. The specific location for unloading the floating dock shall be approved by the OWNER in advance of delivery.
- B. The CONTRACTOR shall be responsible for lifting, unloading, splicing, and final placement of the floating dock in accordance with the Manufacturer's instructions.

3.03 Foundation/Anchorage

- A. The CONTRACTOR shall verify information as to the floating dock support reactions, anchor bolt locations and placement, size of concrete shore interface, and size and location of pipe anchorage system with the Manufacturer. The CONTRACTOR shall compare this information with the drawings prior to construction of the dock and concrete shore interface and report any discrepancies to the ENGINEER.
- B. All finished metallic structural members shall be free from twists, bends, distortion, and open joints. All exposed metallic construction shall be free of sharp edges or burrs. Ends and edges of exposed metallic members shall be rounded or beveled. All coping and mitering shall be done with care. Projecting materials and burrs, which would prevent bearing of the various members on each other shall be removed.
- C. All welding shall conform to the requirements of the American Welding Society. Welds shall be a solid and homogenous part of the metals joined and shall be free from pits, scale and splatters, and shall be of full areas and length required to develop the required strength for the intended use.
- D. Bolt holes in metallic members shall be drilled 1/32 to 1/16 inch larger than the bolt after galvanizing. Bolt holes through wood and plastic shall be no larger than the bolt diameter. Lead holes for lag bolts in wood and plastic

shall be no larger than ½ the bolt diameter. Bolt heads in exposed areas shall be countersunk and installed flush with the surface.

- E. All bolts, nuts and washers shall be set square with connecting structural members and the nuts shall be drawn up tight. Flat washers shall be installed on all bolt connections to wood and plastic members. Lock washers or other devices shall be used to prevent nuts from loosening after being properly tightened. Nuts shall be tightened snugly, but not so tight as to crush the materials being fastened. Disturb threads to discourage unauthorized removal.
- F. All connections between floating modules shall occur below the deck level. Openings between the decks of adjacent modules shall not exceed one-half inch.
- G. Structure modules shall be unloaded, assembled and floated at the site. The CONTRACTOR shall be responsible for maintenance and protection of all components of the structure while at the assembly site. The CONTRACTOR shall be responsible for transporting the structure, in whatever state of disassembly is necessary, to the final site. The floating structure shall be secured by the CONTRACTOR to avoid damage until permanent connections to the anchorage system are made. Responsibility for the structure shall remain with the CONTRACTOR until acceptance by the Genesee County Parks and Recreation Commission.
- H. The worksite and general area shall be kept neat and orderly at all times, and adequate fences or barricades shall be maintained around hazardous locations at all times during construction by the CONTRACTOR. At completion of the work, worksite shall be thoroughly cleaned, and any damage to the work area or adjacent areas shall be restored to its former condition.

3.05 Warranty

- A. The manufacturer shall warrant to the Genesee County Parks and Recreation Commission this installation to be free from defects in material and workmanship under normal use and service. At any time within one (1) year from the date of acceptance, manufacturer shall furnish, without cost to the Genesee County Parks and Recreation Commission, any part, assembly or portion thereof which examination shall disclose to be defective.
- C. The manufacturer shall furnish two (2) copies of written instructions in the form of a manual, for operating and maintaining the floating system.

3.06 Measurement and Payment

- A. The Floating Dock System, shall include design, shop drawings, manufacturer installation instructions, and delivery of a fully engineered dock of wood and steel construction. The Floating Dock System shall also include the concrete shore interface or anchorage system as shown on the drawings including all materials. Excavation, grading, finishing, etc. is paid under respective bid items.

- B. The Floating Dock Systems shall include lifting, unloading, splicing and final placement of the prefabricated floating dock in accordance with the drawings, specifications, and manufacturer's instructions.
- C. No measurement will be made of the Floating Dock System. All work performed as specified will be considered to be included in a single lump sum of which payment is made under:

<u>Pay Item</u>	<u>Pay Unit</u>
Floating Dock System	Lump Sum

SECTION 5 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)

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

Administrative Proposals

1. Work Plan: Describe in narrative form your work plan, the time frame or schedule to which you would adhere based on staffing and current workload from all clients. Include a description of the project and work items involved in the proposal to indicate your understanding of the project. Include a schedule for delivery and installation of dock from time the order is placed.
2. Labor Requirements, Staff Qualifications & Experience: The contractor must be able to provide an appropriate, experienced and knowledgeable team. Include the number personnel by skill and qualification that will be involved in providing the services. Provide licensing and other qualifications of key personnel that are proposed to be involved in the project.
3. Product Description: Include a description of the product that will be delivered and warranty. Layout of floating dock.
 - a) Detailed, scaled and dimensioned drawings both in plan view and Sections:
 1. Include main dock, finger dock, ramp, dead load and design load freeboard, anchorage system, flotation system, main dock and finger dock connections, superstructure, underwater ties or truss.
 2. All drawings shall show relevant sizes of structural members and connectors, type of material, finishes, thickness, gauge, weld symbols, type of fasteners, and other pertinent information for complete evaluation of the system.
 3. Engineering calculations showing compliance with design load conditions shall be sealed by a Registered Professional Engineer and submitted for approval.
4. Additional information and comments include any other information that is believed to be pertinent but not specifically asked for elsewhere.
5. Project Management: The Project Manager must be readily accessible to County personnel. Response to this bid 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.

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 Section 1.7 and 3.8 for clarification.
3. **Signed Signature Page:** See page 15 of this solicitation.
4. **Executed Insurance Checklist:** See page 16 of this solicitation.
5. **References:** See page 17 of this solicitation. 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.

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.
 - a. **Labor Costs:** Price should be quoted per hour of work provided.
 - b. **Cost of Supplies and Materials:** Please itemize
 - c. **Other direct costs:** Please itemize
 - d. **Overhead**
 - e. **Profit**

SECTION 6 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of the Genesee County Parks and Recreation Commission to conduct a comprehensive, fair, and impartial evaluation of proposals received. Award shall be made to the lowest responsive, qualified proposer for each structure referenced in SECTION 4 - SPECIFICATIONS FOR FLOATING DOCK SYSTEM FOR WOLVERINE CAMPGROUND.

The following criteria will be used in the evaluation of submitted proposals relative to the project referenced in Statement of Work, Genesee County reserves the right not to be limited to the lowest cost proposal.

CRITERIA AND DESCRIPTION	POINT VALUE
1. Work Plan and Experience. The proposal was complete and clear in demonstrating the proposer's organization had the experience and technical competence with providing similar products and services to the requirements outlined in this RFP. References and will be considered as part of this evaluation item.	20
2. Product, proposed dock meets or exceed provided specifications The proposal was detailed and the information provided was related to the Statement of Work and Specifications. The proposal was complete and clear in demonstrating that the proposer's ability to provide the requested dock. Warranty will be considered as part of this evaluation item.	40
3. Implementation Schedule The proposed delivery schedule appeared reasonable relative to the requirements in the Statement of Work and the quality and thoroughness of the work proposed.	15
4. Cost Price of package, including any other discounts, value added services and product(s). Total Cost for the dock and installation referenced in this solicitation. 20 points Total points awarded for price will be determined by applying the following formula: Lowest Proposed Price/Proposer's Price X 20 Points Possible = Price Score.	20
5. Responsiveness Of Submittal	5
TOTAL POINT VALUE OF ALL CRITERIA	100

SIGNATURE PAGE
GENESEE COUNTY RFP #17-108
FLOATING DOCK SYSTEM FOR WOLVERINE CAMPGROUND

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:

Conflict of Interest:

____ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

____ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

Exceptions to Solicitation and/or Standard Contract: NO ____ YES ____ (include attached statement)

Name (typed): _____

Signature: _____ Title: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Date: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

E-MAIL

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX

GENESEE COUNTY INSURANCE CHECKLIST

Proposal Title FLOATING DOCK SYSTEM FOR WOLVERINE CAMPGROUND
Proposal Number 17-108

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.	

Insurance Agent's Statement

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

_____ The above required policies carry the following deductibles:

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

_____ Insurance Agent _____ Signature

Bidder's Statement

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

_____ Bidder _____ 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

FLOATING DOCK SYSTEM FOR WOLVERINE CAMPGROUND CONTRACT

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

Execution of this Agreement is authorized by Resolution # _____ issued by the Genesee County Board of Commissioners.

2. Term

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

3. Scope of Work

The Contractor agrees furnish and install a fully engineered floating dock of wood and steel construction to the Genesee County Parks and Recreation Commission as described on Exhibit A (the “Services”).

4. 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 C (the “Budget”). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4.1 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.

4.2 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.

4.3 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.

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

6. **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.

7. **Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 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.

8. **Suspension of Work**

- 8.1 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.

8.2 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.

9. Termination

9.1 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.

9.2 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.

9.3 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.

9.4 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.

10. Equipment Purchased with County Funds

10.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

10.2 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.

10.3 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.

11. 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.

12. Freedom of Information Act

This Contract and all attachments, as well as any 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”.

13. 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.

14. Audit Rights

14.1 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.

14.2 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.

14.3 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.

14.4 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.

15. Identity Theft Prevention

- 15.1 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.
- 15.2 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.

16. 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 B and keep such insurance coverage in force throughout the life of this Contract.

16.1 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.

16.2 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.

17. Independent Contractor

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

18. General Provisions

18.1 Entire Contract

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

18.1.1. The Contract – This Professional Services Contract

18.1.2. Exhibit A – The Scope of Work

18.1.3. Exhibit B – The Insurance Checklist

18.1.4. Exhibit C – The Contractor’s Budget

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.

18.2 No Assignment

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

18.3 Modification

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

18.4 Binding Effect

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

18.5 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.

18.6 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.

18.7 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.

18.8 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.

18.9 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: _____
Mark Young, Chairperson
Board of County Commissioners

Date: _____

Date: _____

Approved as to form:

Chief Assistant Prosecuting Attorney – Civil Division

EXHIBIT A
Description of the Services

See SECTION 4 - SPECIFICATIONS FOR FLOATING DOCK SYSTEM FOR WOLVERINE CAMPGROUND for required product and services.

EXHIBIT B

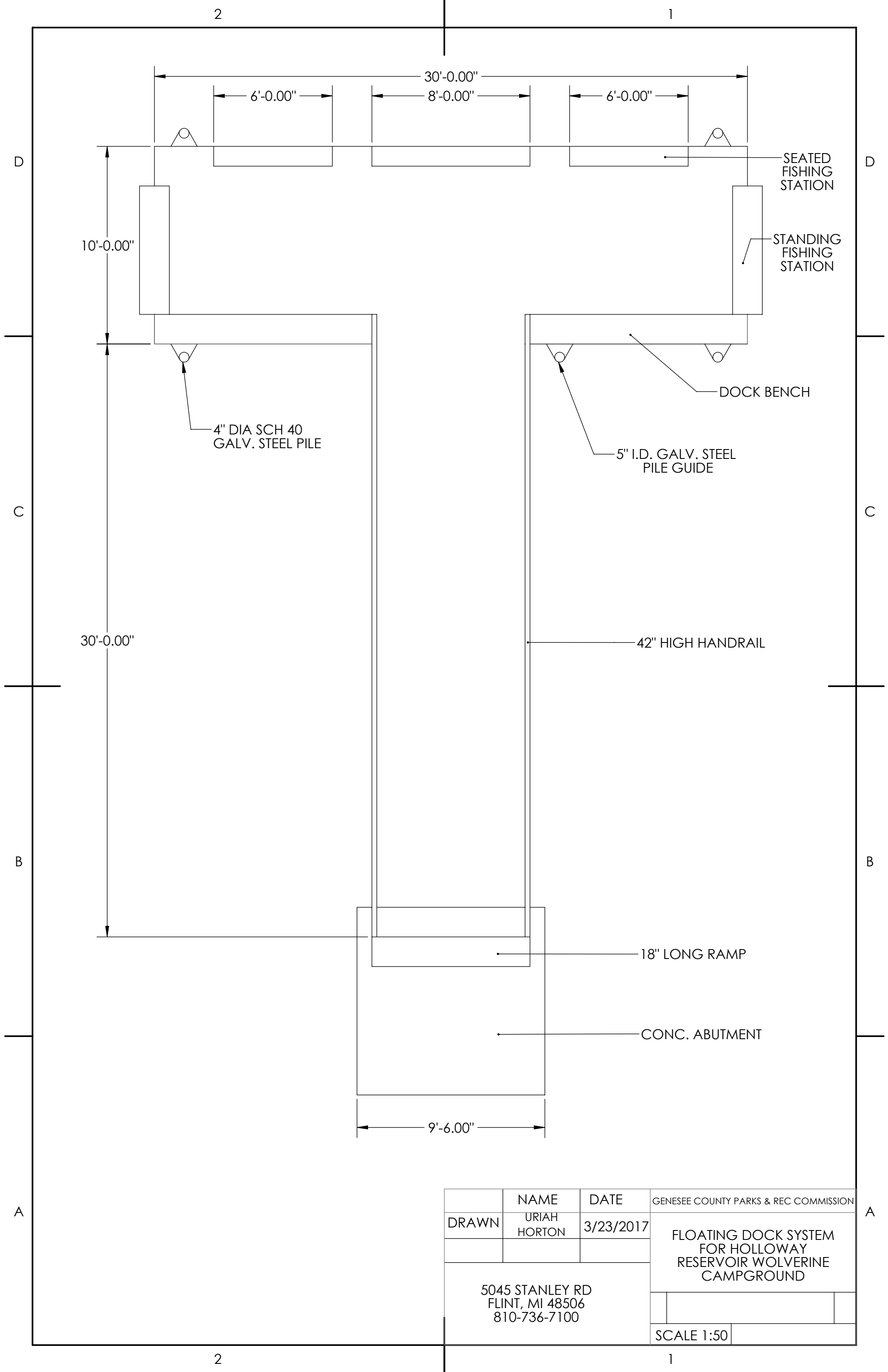
Insurance Checklist

Proposal Title FLOATING DOCK SYSTEM FOR WOLVERINE CAMPGROUND
Proposal Number 17-108

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. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<u>X</u> 7. The certificate must state Proposer number and title	
<u>X</u> 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.	

EXHIBIT C
Contractor's Projected Budget
[Date] to [Date]

[INSTRUCTIONS: If this is not a Budget Reimbursement contract, delete this Exhibit.]



	NAME	DATE	GENESEE COUNTY PARKS & REC COMMISSION	
DRAWN	URIAH HORTON	3/23/2017	FLOATING DOCK SYSTEM FOR HOLLOWAY RESERVOIR WOLVERINE CAMPGROUND	
5045 STANLEY RD FLINT, MI 48506 810-736-7100				
			SCALE 1:50	