



GENESEE COUNTY PURCHASING
A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG
1101 BEACH STREET, ROOM 361,
FLINT, MICHIGAN 48502
Phone: (810) 257-3030
www.gc4me.com

March 5, 2019

GENESEE COUNTY REQUEST FOR PROPOSALS #19-168

Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, March 21, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for **Consulting, Design and Construction Engineering (PE, CE) Services, for the Genesee County Parks and Recreation Commission, on the Atlas to White Tail Drive, Atlas Township, of the "Iron Belle Trail (Non-motorized Trail)."**

A Mandatory pre-bid meeting will be held on **Tuesday, March 12, 2019**, at 10:00 a.m. (EDT), in the conference room of the Genesee County Parks and Recreation Administration Building, 5045 Stanley Road, Flint, Michigan 48506. Attendance at this meeting is required for the submission and consideration of any proposal. Any questions on this RFP may be submitted prior to this meeting and will be addressed during the meeting.

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), Thursday, March 21, 2019
PRE-BID MEETING: Tuesday, March 12, 2019 @ 10:00 AM
PROPOSAL REQUEST NUMBER: #19-168

Derrick Jones, Purchasing Administrator

bid2\2019\19-168
Attachments

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TABLE OF CONTENTS

| | |
|--|-----------|
| SECTION 1 - INSTRUCTIONS TO PROPOSERS | 3 |
| SECTION 2 - STANDARD TERMS & CONDITIONS | 4 |
| SECTION 3 - ADDITIONAL TERMS & CONDITIONS..... | 5 |
| SECTION 4 - QUALIFICATIONS OF PROPOSERS | 6 |
| SECTION 5 – SCOPE OF SERVICE..... | 7 |
| SECTION 6 – INFORMATION REQUIRED FROM PROPOSERS | 12 |
| SECTION 7 - EVALUATION CRITERIA & SELECTION PROCEDURE | 13 |
| SIGNATURE PAGE..... | 15 |
| GENESEE COUNTY INSURANCE CHECKLIST | 16 |
| REFERENCES | 17 |

RFP #19-168 Consulting, Design and Construction Engineering (PE, CE) Services, for the Genesee County Parks and Recreation Commission (GCPRC), on the Atlas to White Tail Drive, Atlas Township, of the Iron Belle Trail (Non-motorized Trail).

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EDT), Thursday, March 21, 2019**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 5:00 p.m., 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-bid meeting will be held on Tuesday, March 12, 2019 at 10:00 a.m. (EDT).** This meeting will be held at the Genesee County Parks and Recreation Administration Building, 5045 Stanley Road, Flint, Michigan 48506. **Attendance at this meeting is required for the submission and consideration of any proposal.** The County is requesting that questions on this request be submitted no later than Monday March 11, 2019 before 12:00 p.m. (EDT). Responses to questions will be discussed during the pre-bid meeting.
3. Please carefully review this document. It provides information necessary to aid participating vendors in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that Genesee County selects the best possible vendor that will provide the best value and service.
4. **Submit one original, one paper copy 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 MITN site for this offering.
5. Michigan Inter-governmental Trade Network– an alternate review of the Recreation Engineering Services Atlas White Tail Iron Belle can be done at <https://www.bidnetdirect.com/mitn>.
 - a. Genesee County has partnered with BidNet as part of the Michigan Inter-governmental Trade Network (MITN) 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 indemnify 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 8 - 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 by going to the following link:
<http://www.gc4me.com/Std%20T%20%20C%20%20SECTION%202016.pdf>

SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can provide Consulting, Design and Construction engineering services to the Genesee County Parks and Recreation Commission (“GCPRC” or “Commission”) on the Atlas to White Tail Dr. in Atlas Township. This is part of the Iron Belle Trail non-motorized trail.
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 Derrick Jones, Purchasing Administrator, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, phone: (810)-257-3030, and djones@co.genesee.mi.us. Email is the preferred method of contact.
3. **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.
4. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 6, 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.
5. **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.
6. **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 noon, Monday, March 18, 2019, to the Genesee County Purchasing Department as listed above.
7. **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.

8. **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.
9. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Monday, March 11, 2019 by 10:00 a.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.

SECTION 4 - QUALIFICATIONS OF PROPOSERS

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

A proposer must have the capability, qualifications and the necessary experience to provide services of a character similar to that required in this solicitation.

The following requirements are necessary for consideration of contract award:

1. The proposer must have experience providing services that are similar to that required in this solicitation (Technical portion of proposal).
2. Services provided by the proposer for clients identified as references must be described as good or better by the proposer's references.
3. The proposer's personnel and management to be utilized in the provision of services must be knowledgeable in performing the services required in this solicitation. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in providing the services.
4. Willingness to supply information requested by the GCPRC concerning a determination of its responsibility. If the proposer fails to supply any requested information, the GCPRC will base its determination of responsibility upon any available information, or may deem the proposer non-responsive if such failure is unreasonable.

MINIMUM QUALIFICATIONS OF PROPOSERS

1. The Contractor shall not have a record of having violated any standards of Federal, State, and Local regulations deemed serious violations by Genesee County, or debarred by another government entity.

2. The contractor must be able to provide drawings stamped by a Professional Engineer licensed in the State of Michigan.

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

SECTION 5 – SCOPE OF SERVICE

Project Description/Supervisor

Designation

The Consultant agrees to provide, to the satisfaction of the Commission, Consulting and Design, full time on-site construction observation, fully completed construction paperwork, construction staking, construction management, inspection and testing services necessary to accomplish the work described herein (PE/CE). All reporting, measurement, computation, and documentation requirements referenced in the Specifications, Plans, Proposal, the Michigan Construction Manual, the MDOT Materials Sampling Guide, and any and all other applicable references, guidelines, and procedures manuals associated with this project.

The Scope of Services is for use on the following Project and will become a part of the County's Standard Proposed Contract for the following Project once awarded:

Project: **Iron Belle Trail – Atlas to White Tail Drive, Atlas and Grand Blanc Townships, of the Iron Belle non-motorized trail.**

Project's Location: Sections 5 & 6 – From the sidewalks on the west end of the Unincorporated Village of Atlas following Perry Road to (Atlas Township) the Atlas/Grand Blanc Township border at southbound Vassar Road. (Atlas Township)

Section 7 – From the Atlas/Grand Blanc Township border to the sidewalks at White Tail Drive (Grand Blanc Township)

Project's Type of Work: Consulting, Design and Construction Engineering (PE/CE) of a non-motorized trail.

Anticipated Start Date of the Project: Design Engineering to be completed by:
September 29, 2019

Anticipated Construction Engineering Start Date of Project: Summer of 2020

Project Supervisor:
Ronald Walker
5045 Stanley Road
Flint, Michigan 48506

(810) 736-7100 ext. 810

Award for Design Engineering will be made four to six weeks after proposals are submitted. Award for the Construction Engineering portion will be made after funding from the State of Michigan is confirmed. Once awarded, the Consultant shall contact the Project Supervisor prior to beginning any work on this Project. The Genesee County Parks and Recreation Commission is referred to as "Commission" below. It is the intention of the Commission to award both PE and CE to one proposer.

BACKGROUND

This section of the Iron Belle Trail is owned by the Genesee County Parks and Recreation Commission. It is a joint project between Genesee County Parks, Atlas Township and Grand Blanc Township. Funding for this project will come from several sources including the Genesee County Parks and the Michigan Department of Natural Resources Iron Belle Trail Challenge Grant, the Michigan Department of Transportation's, Transportation Alternative Program (TAP) Fund, Atlas Township and Grand Blanc Township.

GENERAL

1. The Scope of Services consists of performing to the satisfaction of the Commission:
 - the preparation of design plans
 - specifications
 - special provisions
 - all bid documents necessary for this project to be advertised for bids to the satisfaction of the Michigan Department of Transportation (MDOT) and Federal Highway Administration (FHWA) for the use of Federal Enhancement Funds.
 - right-of-way evaluation and preparation of acquisition documents
 - all surveying, testing and field investigation necessary to ascertain existing conditions to complete the design of this project.
 - full time on-site construction observation, prepare construction paperwork, perform construction staking, construction management, and testing services necessary to accomplish the work described herein consistent with applicable professional standards.
2. The Consultant or their sub-consultant shall furnish all services and labor necessary to conduct and complete Services described herein. The Consultant or their sub-consultant shall also furnish all materials, equipment, supplies, and incidentals necessary to perform the Services (other than those designated in writing to be furnished by the Commission), and check and/or test them prior to use in carrying out this work.
3. The Consultant's principal contact with the Commission shall be through the designated Project Supervisor.
4. At the request of the Commission, the Consultant, during the progress of the Services, shall furnish information or data relating to the Services described herein and may be required by the Commission to enable it to carry out or to proceed with related phases of the Project not described herein, or which may

be necessary to enable the Commission to furnish information to the Consultant upon which to proceed with further Services.

5. The Consultant agrees to demonstrate knowledge and performance in compliance with the standard construction practices of the Michigan Department of Transportation (MDOT); the Genesee County Road Commission; the Project-specific construction contracts, proposal, and plans; the Standard Specifications for Construction and all applicable publications referenced within; the Michigan Construction Manual; the MDOT Materials Sampling Guide; and any and all other references, guidelines, and procedures manuals needed to carry out the work described herein in an appropriate manner.

SERVICES TO BE PERFORMED BY THE CONSULTANT

1. That all work will be performed in compliance with the contract documents and the standard practices of the Michigan Department of Transportation and the Genesee County Road Commission. Sampling frequencies for inspection and testing will be as prescribed by the Specifications, Proposal, MDOT Materials Sampling Guide and/or other applicable references, guidelines, and procedures manuals.
2. The Consultant or their Sub-consultant will provide the necessary personnel to adequately perform the requirements, and that these people will possess the certifications, experience, knowledge, and character to qualify them for the particular duties each is to perform.
3. The Consultant or their Sub-consultant shall furnish all necessary inspection, testing, and staking equipment needed to carry out the inspection, testing and staking services.
4. The Consultant shall furnish all necessary inspection services needed to assure contract compliance with Traffic Control, Soil Sedimentation and Erosion Control and other miscellaneous contract work as described as a pay item.
5. That acceptance samples, tests, and reporting procedures will conform to the Specifications, Proposal, MDOT Materials Sampling Guide and any and all other applicable references, guidelines, and procedures manuals prescribed by the Michigan Department of Transportation and the Genesee County Road Commission.
6. The Consultant will immediately bring to the attention of the Project Supervisor any failure by the Contractor to comply with a plan or specification requirement, any problem, trends toward borderline compliance, or any other occurrence which may require resolution by the Consultant. The Consultant will also arrange, if necessary, meetings for the resolution of such matters and notify the Project Supervisor.
7. The Consultant will report, measure, compute, and document all inspection and/or testing work in accordance with the following:
 - a. Inspector's Daily Reports
 - b. Work Orders

- c. Construction Item and Tested Material Records Using Field Manager
 - d. Reports Associated with the Contractor's Certified Payrolls and Applications of the Davis-Bacon Provisions [Wage Rate Interviews, etc.]
 - e. Force Accounts
 - f. Extension of Time and Liquidated Damages
 - g. Contractor Evaluation (Form 1182)
 - h. Project Certification Acceptance (Form 1120)
 - i. Final Marked As-Constructed Plans
 - j. Other records and/or reports as required for the individual Project and as required by Specification, Plans, Proposal, the Michigan Construction Manual, the MDOT Materials Sampling Guide, and any and all other applicable references, guidelines, and/or procedures manuals to complete the Project and its paper audit.
8. The Consultant will report, measure, compute, and document all inspection and/or testing work in accordance with the Specifications, Plans, Proposal, MDOT Materials Sampling Guide and any and all other applicable references, guidelines, and procedures manuals prescribed by the Michigan Department of Transportation and the Commission.
 9. The Consultant shall invite the Project Supervisor to perform a final inspection of the project within two weeks prior to the completion of the project.

CONSULTANT CLAIMS PROCEDURE

Disputed Claims for Extra Compensation: Any and all claims for extra compensation, on behalf of the Consultant or a Sub-consultant, shall be signed and made directly by the Consultant. Failure of the Consultant to file a claim within the following time frames shall constitute a waiver of the claim. When the Consultant claims extra compensation, which is disputed by the Project Supervisor, the following process applies:

1. **Notice of Claim:** All notices of intent to file a claim for extra compensation shall be signed by the Consultant. If the Consultant intends to seek extra compensation for any reason not specifically covered elsewhere in the agreement, the time requirements for notification shall be as follows:
 2. The Consultant shall notify the Project Supervisor in writing before beginning the work the Consultant intends to base a claim.
 - a. Failure of the Consultant to give notification will constitute a waiver of the claim for extra compensation except to the extent that claims are both substantiated by Commission records and are for extra costs that were unforeseeable.
3. **Keeping Records:** If a Consultant files a Notice of Intent to File a Claim, the Consultant shall keep accurate records of all costs of the work and shall afford the Project Supervisor every facility for keeping costs of the work which is the subject matter of the claim. The Consultant and Project Supervisor shall compare records and bring them into agreement at the end of the disputed work.

4. **Validity of Claim:** The validity of a claim shall not be established either by the filing of a notice of intent to file a claim by a Consultant or the keeping of the cost records by the Project Supervisor.
5. **Timing for Filing of Claim:** A Consultant shall file with the Project Supervisor every claim for extra compensation within the following time frames (whichever comes first):
 - a. No later than 60 days after the work involved is completed, or
 - b. No later than 30 days after the Agreement work is completed.

At the request of the Consultant the Project Supervisor may grant an extension of the above time frames to the Consultant, in writing, prior to the expiration of these time periods.

6. **Content of the Claim:** The Consultant's claim shall include:
 - a. All facts which gave rise to the claim;
 - b. A copy of the specific provisions of the contract which support the claim; and
 - c. The dollar amount of the claim with an explanation of how the amount was calculated.

The Project Supervisor will review timely filed claims.

CONSULTANT PAYMENT

1. Partial payments will be made upon the submission by the Consultant of a billing, accompanied by properly completed reporting forms and such other evidence of progress as may be required by the Commission. Partial payments shall be made only once a month.
2. Final billing under this agreement shall be submitted in a timely manner but not later than three (3) months after completion of the Services. Billings for work submitted later than three (3) months after completion of Services will not be paid.

SERVICES TO BE PERFORMED BY THE COMMISSION

1. The Project Supervisor shall furnish to the Consultant all Project-specific construction contracts, proposals, and plans as deemed necessary by the Project Supervisor for the Services required herein.
2. The Project Supervisor shall provide general monitoring of the Project to assure that the Project has been completed in reasonable conformance with the plans and specifications for Project Acceptance and to determine that the work performed to date by the Consultant for Services rendered is reasonable and appropriate before approving the Consultant's requests for progress payments.

SECTION 6 – INFORMATION REQUIRED FROM PROPOSERS

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

Technical Proposal

1. **Firm's Prior Experience & References:** Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the proposer. Please do not include firm experience unless persons who are proposed to work on this project participated in that referenced project, and clearly state his/her role in the referenced project.
2. **Work Plan:** Describe in narrative form your technical plan for accomplishing the work. Include in the work plan the time frame or schedule to which you would adhere based on staffing and current workload from all clients. Include the number of labor hours you have allocated for each task. The design engineering is to be completed by September 29, 2019 and construction engineering is expected to start in the summer of 2020.
3. **Labor Requirements, Staff Qualifications & Experience:** The consultant must be able to provide an appropriate, experienced and knowledgeable team. Include the number of executive and professional personnel by skill and qualification that will be involved in providing the services. Identify key individuals by name and title. Provide resumes of key personnel that are proposed to be involved in the project.
4. **Statement of the Project:** State in precise terms your understanding and interpretation of the project requirements and familiarity with Federal, State and Local Standards. Include a narrative description of the product that will be delivered.
5. **Status of MDOT Design and Construction Engineering pre-qualifications**
6. **Additional information and comments** include any other information that is believed to be pertinent but not specifically asked for elsewhere.

Cost Proposals

1. **Cost and Price Analysis:** The information requested in this section is required to support the reasonableness of each proposal. Use the format below. All proposals must be on a not-to-exceed cost basis. Reimbursables: including travel, must also be on a not-to-exceed cost basis.
 - a. **Labor Costs:** Itemize so as to show the following for each member of the project team:
 - i. Name and title, classification
 - ii. Estimated hours
 - iii. Rate per hour
 - iv. Total cost for each member and for all labor needs

- b. Cost of Supplies and Materials: Please itemize.
 - c. Other direct costs: Please itemize.
 - d. Overhead
 - e. Profit
 - f. Audit information on current or previous Federal-aid projects, performed by the consultant, shall also be included. If an audit is not available, the consultant may accomplish this requirement by employing the service of a private auditor to certify the consultant accounting system satisfied Federal and State requirements.
2. Two Price Proposals for Project - All proposals must be submitted on a not-to-exceed cost basis in two sections,
- a. Design Engineering and
 - b. Construction Engineering.

Administrative Proposals

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

1. Business organization, state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.
2. Statement of Exceptions: See Sections 1.7 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.
6. The selected consultant must have an approved Equal Employment Opportunity Plan on file with Genesee County before a contract can be executed.

SECTION 7 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the following criteria.

The Review Committee will evaluate the detailed proposals and select the top rated consultant within a two week time period. The tentative contract will then be submitted to the Genesee County Parks and Recreation Commission and the Genesee County Board of Commissioners for approval and authorization to proceed.

The following factors, will be considered in determining the successful offer:

- Capability of the Proposer - This criterion includes the ability of the consultant to meet the terms of the RFP. Emphasis will be placed on the comprehensiveness of the consultant's approach to the project as presented in

the Statement of the Project and Work Plan. Consideration will be given to the performance of the work within reasonable time limits. 10 points

- Proposer's Prior Experience - This refers to the nature and extent of the proposer's prior experience with similar projects, including years that the firm, organization, or individual has been in business. Special preference may be given to firms, organizations, or individuals with experience in regions with economic and social conditions similar to the Genesee County region. Prior experience with Genesee County projects will be considered. 10 points
- References - A list of at least three (3) references must be included with complete company/organization name, address, phone number, email address, and a contact person. The references must be knowledgeable of the proposer's performance on projects similar in nature and scope to those contained in this RFP. Only the references of those firms determined to be reasonably susceptible of being selected for award will be contacted. 10 points.
- Professional Personnel - This criterion refers to the competence of the professional personnel who would be assigned to the job by the proposer. Qualifications of professional personnel will be measured by education and experience, with reference to experience on projects similar to the one described in this RFP. Emphasis will also be placed upon the qualification of the project manager and the amount of dedicated management planned for this project by the consultant. 10 points
- Cost Proposal - While important, the cost proposal will not be the determining factor for an award. In reviewing cost proposals, the factors referenced above shall be considered. 10 points

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

SIGNATURE PAGE
GENESEE COUNTY RFP #19-168
Recreation Engineering Services Atlas White Tail Iron Belle

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: _____

Date: _____

Company: _____

Federal Employee Identification Number (FEIN): _____

DUNS Number: _____

Contact Person of company representative for matters regarding this RFP

CONTACT NAME POSITION

MAILING ADDRESS CITY STATE ZIP CODE

PHONE FAX E-MAIL

REFERENCES

List 3 references of similar projects

Submitted by: _____

1. Company Phone Number

Contact Name and Position E-mail Address

Address

Project Description

2. Company Phone Number

Contact Name and Position E-mail Address

Address

Project Description

3. Company Phone Number

Contact Name and Position E-mail Address

Address

Project Description

Recreation Engineering Services Atlas White Tail Iron Belle

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

2.1 Initial Term

The initial term of this Contract commences on , 2019 and shall be effective through **January 31, 2020** (the "Initial Term").

2.2 Extension Terms

Not Applicable

3. Scope of Work

The Contractor agrees to perform the services 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 **Ronald Walker** (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, defend 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. **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.

11. **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".

12. **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.

13. **Audit Rights**

13.1 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.

13.2 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.

13.3 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.

13.4 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.

14. Identity Theft Prevention

14.1 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.

14.2 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.

15. 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.

15.1 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.

15.2 Indemnification

The Contractor agrees to indemnify, defend 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.

16. Independent Contractor

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

17. General Provisions

17.1 Entire Contract

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

17.1.1. The Contract – This Professional Services Contract

17.1.2. Exhibit A – The Scope of Work

17.1.3. Exhibit B – The 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.

17.2 No Assignment

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

17.3 Modification

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

17.4 Binding Effect

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

17.5 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.

17.6 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.

17.7 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.

17.8 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.

17.9 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: _____

By: _____

Name of Contractor Signatory

Ted Henry, Chairperson

Title of Contractor Signatory

Board of County Commissioners

Date: _____

Date: _____

EXHIBIT A
Description of the Services

Will be completed upon execution of contract.

DRAFT

EXHIBIT B
Insurance Checklist

**PROFESSIONAL SERVICES CONTRACT FOR: 19-168 RFP Recreation
Engineering Services Atlas
White Tail Iron Belle**

Coverage Required Limits (Figures denote minimums)

| | |
|---|--|
| <input checked="" type="checkbox"/> 1. Workers' Compensation | Statutory limits of Michigan |
| <input checked="" type="checkbox"/> 2. Employers' Liability | \$100,000 accident/disease \$500,000 policy limit, disease Including Premises/operations |
| <input checked="" type="checkbox"/> 3. General Liability aggregate | \$1,000,000 per occurrence with \$2,000,000 Including Products/Completed Contractual Liability |
| Operations and | |
| <input checked="" type="checkbox"/> 4. Professional liability aggregate | \$1,000,000 per occurrence with \$2,000,000 Including errors and omissions |
| <input type="checkbox"/> 5. Medical Malpractice aggregate | \$200,000 per occurrence \$800,000 in |
| <input checked="" type="checkbox"/> 6. Automobile liability accident- owned | \$1,000,000 combined single limit each Owned, Hired, Non- |
| <input type="checkbox"/> 7. Umbrella liability/Excess Coverage | \$ 1,000,000 BI & PD and PI |

8 Genesee County named as an additional insured on other than workers' compensation via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required: Environmental Impairment Liability - \$1,000,000 limit

10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)

11. The certificate must state bid number and title **19-168 RFP Recreation Engineering Services Atlas White Tail Iron Belle**