



## 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 Fax (810)257-3560

June 4, 2019

### **GENESEE COUNTY REQUEST FOR PROPOSAL**

Genesee County is accepting proposals for on-site, unarmed security services at Crossroads Village & Huckleberry Railroad on behalf of the Genesee County Parks & Recreation. 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 on our website.

Sealed proposals will be received at:

Genesee County Purchasing Department  
1101 Beach Street, Room 361  
Flint, MI, 48502

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:

Proposal Number: # 19-192

Proposal Name: Unarmed Security Guard Services at Crossroads Village

**Mandatory Pre-Bid Meeting will be held on Thursday, June 13, 2019 at 10:00 a.m.**, located at 6140 N. Bray Road, Flint, MI. Assemble at the Mill Street warehouse dining room.

Questions due by: Thursday, June 27, 2019 by 5:00 p.m. (EDT)

**Proposal DUE DATE: 3:00 p.m. (EDT), Tuesday, July 9, 2019**

Noel Roan

Ms. Noel Roan, Purchasing Manager

bid2\2019\19-192  
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER  
gc4me.com

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## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m., Tuesday, July 9, 2019** at the Genesee County Purchasing Department. The 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.**

Genesee County Purchasing Dept.  
Administrative Building  
1101 Beach Street, Room 361  
Flint, MI, 48502.

2. **Mandatory Pre-Bid Meeting will be held on Thursday, June 13, 2019 at 10:00 a.m., located at 6140 N. Bray Road, Flint, MI.**
  - a. **Assemble at the Mill Street warehouse dining room.**
3. **Submit one (1) original hardcopy (1) copy and one (1) electronic copy** of your proposal to the Genesee County Purchasing office. The proposal must include a signature on the Signature Page of a person authorized to make a binding offer. The proposal response must consist of one copy in electronic format on a CD/DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Each copy must be identical to the original. All proposals become the property of Genesee County. Failure to provide the required number of duplicate copies may result in rejection of your proposal.
4. Michigan Inter-governmental Trade Network – an alternate review of RFP 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.
  - b. To 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.
  - c. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. Additionally, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies.
  - d. Please call Michigan Inter-governmental Trade Network support department toll free 1-800-835-4603 for help registering.
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.
9. 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. Preference for Genesee County Businesses and Veteran-Owned Businesses: Unless the funding source for the contract prohibits such preferences, in the case of requests for proposals where a quantitative based evaluation criteria is used for evaluating responsive proposals. Preferred Businesses shall be afforded an additional five (5) percent of the total evaluation points up to a maximum of five (5) points.
11. Proposal Format: Proposals must be submitted in the format outlined in Section 10. INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

## **SECTION 2 - STANDARD TERMS AND CONDITIONS**

1. Review 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 AND CONDITIONS**

1. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Parks & Recreation Commission. The contact

person is Noël Roan, Purchasing Manager, Genesee County, 1101 Beach Street, Room 361, Flint, Michigan 48502, (810) 257-3030 and [nroan@co.genesee.mi.us](mailto:nroan@co.genesee.mi.us).

2. **Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than Thursday, June 27, 2019 by 5:00 p.m. (EDT), to the Purchasing Department contact 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.
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.co.genesee.mi.us/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 provided in Section 9 & 10. 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 to the Genesee County Purchasing Department contact 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.

## **SECTION 4 – INSURANCE**

1. All proposers shall submit an executed Insurance Checklist as required for responsiveness. Should your proposal be successful, requisite insurances according to the specifications as detailed on the Insurance Checklist must be provided prior to any Contract Award as a result of this RFP. Genesee County must be listed as an additional insured on any insurance certificate issued due to any contract award subsequent to this RFP.
2. Insurance Checklists vary from one RFP to another, due to distinct and different Scopes of Services. Each checklist is labeled with a corresponding RFP Number and Title and, therefore, must be executed separately for each RFP.
3. Proof of Professional Liability (Medical Malpractice) is required whenever services will provide medical or health related services, inclusive of both physical and/or mental health assessments.

## **SECTION 5 – MINIMUM QUALIFICATIONS**

1. In order to qualify for submitting a proposal, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate material, equipment, facility, personnel, ability, expertise and experience necessary to meet all contractual requirements.
2. At a minimum, prospective proposers shall meet the following requirements for submission of a proposal:
  - a. Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
  - b. The proposer must be primarily engaged in providing the services as outlined in the Scope of Services.
  - c. The proposer must comply with all licensing requirements of the State of Michigan for Security Guard firms as outlined in Public Act 330 of 1968.
  - d. Must have at least three (3) years of qualifying, direct experience, in the provision of security services.
  - e. Services provided to clients within the past three (3) years must have been satisfactory or better, as evaluated by the proposer's client references. All client references will be asked to rate a proposer's services as unsatisfactory, satisfactory, or superior. In addition, client references must provide a satisfactory rating for integrity demonstrated by the proposer.
  - f. The proposer's personnel and management to be utilized in the services required shall be knowledgeable in their areas of expertise. The County reserves the right to perform investigations as may be deemed necessary to insure that competent persons will be utilized in the performance of the contract.
3. If a proposer does not convince Genesee County that it possesses the above minimum qualifications with the proposal submission, Genesee County may not consider its offer for contract award.

## SECTION 6 - PURPOSE

1. To perform routine safeguarding of Genesee County Parks & Recreation Commission ("County") properties located at 6140 Bray Road and known as Crossroads Village & Huckleberry Railroad. Safeguarding is meant to include property protection against any possible loss or damage from theft, fire, vandalism, illegal entry or other causes. The successful proposer will work in coordination with and under the direction of the Commission's Park Ranger division. Most day-to-day contact will be with Village Management.

## SECTION 7 – BACKGROUND

1. Crossroads Village is a one-of-a-kind collection of restored 19th century buildings, amusement rides and an authentic narrow-gauge railroad. The park exhibits what life was like long ago. Crossroads Village has over 30 structures, including a steam railroad, carousal and paddlewheel riverboat.
2. <http://geneseecountyparks.org/crossroads-village/>

## SECTION 8 - SCOPE OF WORK

### A. GENERAL REQUIREMENTS

1. Licenses:
  - a. The Contractor is required to provide proof of all state licenses and bonds as may be required by federal, state, and local laws and regulations.
2. Unarmed Security:
  - a. The Contractor and its employees are not permitted to use firearms, weapons, or other dangerous or hazardous devices or substances while on County property.
3. 24 hour communication:
  - a. The Contractor shall maintain a 24-hour communications center and shall be responsible for proper operation of their communication equipment, such as, phones, radios, chargers, etc.
  - b. Personnel shall be in radio/phone contact at all times during shifts.
4. Uniforms and Equipment:
  - a. All personnel employed by the Contractor shall be dressed in a uniform and identified with a name badge and a security badge shield.
  - b. The County will provide one 800 megahertz radio for communication with county park personnel.
  - c. The Contractor shall provide additional communication equipment deemed necessary by the contractor to the employees assigned to the contract.
5. Personnel:
  - a. The contractor shall keep records that ensure assigned guards have been trained and maintain licenses, permits, etc., as required by state and local laws.
  - b. The County may request such documentation at any time upon request.

## 6. Hours of Operation:

- a. Each year Crossroads Village & Huckleberry Railroad is open for the summer season from Memorial Day weekend through Labor Day weekend. Labor Day is our last open day of the summer season. After Labor Day Crossroads Village closes to prepare for our Halloween Ghosts & Goodies program.
- b. Summer season - May 25 – September 2
  - i. Wednesday – Sunday, and Holidays, 10am – 5pm
  - ii. The Village is closed Mondays and Tuesdays, except holidays.
- c. Halloween: Dates change yearly and available on the website.
  - i. Weekends: Noon – 9pm
  - ii. Weekdays 5 – 9pm
- d. Christmas at Crossroads: Dates change yearly and available on the website.
  - i. Weekends: 4 – 9pm
- e. Additional yearly events are posted on the website under Rates & Info.

## 7. Staffing &amp; Work Schedule:

- a. Estimated hours of service:
  - i. Third Shift 365 days x 8 hours = 2,920
  - ii. Second Shift 315 days x 8 hours = 2,520
  - iii. First Shift 122 days x 8 hours = 976
  - iv. Total hours = 6416
  - v. 642 hours (10% contingency)
- b. One person per shift.
- c. Any change in work schedules (i.e. dates or times of work, starting and ending times, etc.) must have prior approval of the Genesee County Parks management.

## 8. Vehicles:

- a. During times the Village is operating, vehicles are not permitted inside the Village. Contractor is to supply necessary vehicles.

## 9. Unauthorized persons in the Village are prohibited.

- a. This includes friends, relatives, former employees, and off-duty employees. They are prohibited during the times the Village is closed to the public.

10. The use of *personal* electronic equipment, such as televisions, radios, pagers, tape players, recording devices, phones, etc., is prohibited.

## **B. SECURITY PROCEDURES FOR CROSSROADS VILLAGE & HUCKLEBERRY RAILROAD LOCATIONS:**

## 1. General Duties &amp; Tasks:

- a. Immediately reports fires, theft, vandalism, illegal entry, etc., that may take place at the complex.
- b. Makes safety and security checks, watches for and reports unusual conditions, occurrences, and irregularities.
- c. Reports safety hazards, takes corrective action to correct any hazard when possible, and/or alerts the public to hazards.
- d. Permits authorized persons to enter area or buildings.
- e. Observes departing public and park personnel to protect against theft of County property.



- f. Keeps a log of daily activities and prepares a daily report.
2. Rounds:
    - a. A minimum of five (5) complete rounds shall be made each eight (8) hour shift. Rounds shall be made on a minimum basis, as follows:
      - i. 1st Round - During the first hour of shift
      - ii. 2nd Round - During the second and third hour of shift.
      - iii. 3rd Round - During the fourth and fifth hour of shift.
      - iv. 4th Round - During the sixth and seventh hour of shift.
      - v. 5th Round - During the last hour of shift.
    - b. All windows (ground level) and doors shall be checked on the first and on the fourth or fifth rounds. If any window or door is found unlocked, a report must be completed and turned in with the daily report. Secure open doors and windows whenever possible.
    - c. All rounds made within the Village shall be on foot. Using a vehicle to make rounds in the Village is prohibited, unless approved by management due to special situations, such as hazardous walking conditions or poor weather conditions.
  3. Daily Report Form:
    - a. A separate daily report shall be made out for each day worked.
    - b. Each daily report shall be completely filled out, signed, dated, and available for GCPRC management to review at the end of each shift.
    - c. The daily report shall be an accurate accounting of shift activities, and shall contain as a minimum the following entries:
      - i. Starting time.
      - ii. Record security checks.
      - iii. Condition of equipment assigned or note of equipment missing.
      - iv. Names of staff that are in Village & Railroad area at times other than their normally scheduled work hours.
      - v. Beginning and ending times of each round made.
      - vi. Any contact made, including the names of any unauthorized persons found in the Village & Railroad area. This should include any staff there other than during the normal times.
      - vii. Suspicious activities.
      - viii. Boiler checks as required at the Railroad complex.
      - ix. Other areas checked (Entrance gate, etc.).
      - x. Anything that is noteworthy.
      - xi. If a round is not made or is incomplete, it must be explained.
      - xii. Radio checks.
      - xiii. Ending time.
  4. Supplemental Reports:
    - a. A supplemental report shall be made out for each open window or door found during a shift.
    - b. Reports shall be made about anything that requires someone to take some action. Some examples are hazardous conditions, vandalism, damage, unlocked doors or windows, suspicious activities, or anything needing corrective action.
    - c. Village Back Gate – To be locked at all times when Village is open to the public.

- d. At no time shall anyone drive around a gate or drive off of a designated roadway or parking area to avoid a closed gate.
  - e. Any open gates are to be properly pinned and/or secured open if they have been opened during the shift.
5. Gate Procedures:
- a. Parking Lot Gate – The Village parking lot gates shall be closed and locked at all times during shifts, unless the Village is open for business or as directed by Crossroads Village Management. When the Village is in operation, the main parking lot gate should be open to the public one hour prior to scheduled opening time or as directed by management.
  - b. Bray Road Gate
    - i. The Bray Road gates are to be maintained as follows:
    - ii. The Bray Road gate is to be unlocked between 5:30 a.m. and 5:45 a.m. Half of it may be opened and securely pinned at this time when the Village is operating or when maintenance employees are expected on duty;
    - iii. At times the Village is operating on normal schedules, the Bray Road gate should be closed by 6:30 p.m. weekdays and by 7:30 p.m. weekends. Gates are to be locked by 9:00 p.m. During special events, programs, or activities, the gate should be secured as quickly as is practical without inconvenience to large numbers of departing people. During these special activities, events, or programs, the Railroad gate is to be locked, unless personnel are working in that area. Under special circumstances when directed by a supervisor, the Bray Road gate may be left unlocked.
    - iv. When the Village is not in operation, the Bray Road gate is to be kept closed and locked, except when directed otherwise or when there are employees scheduled to work in the Village or Railroad area.
6. Boiler Checks:
- a. When in use, the boiler located in the Railroad service facility shall be checked and so indicated on the daily on each round. The procedure is posted by the Railroad Shop Supervisor in the boiler area.
  - b. The assigned guard will only look at water and pressure level. If outside the variance that is posted on the boiler, they will call and notify the Railroad Shop Supervisor.
7. Emergency:
- a. The assigned guard shall follow the Contractors emergency protocol in response to any emergency and call for assistance (911) when necessary.
  - b. In case of an emergency, or when it is necessary that the County be notified and advised of a particular situation, the following order shall be used until someone is reached. An emergency is a fire, theft, suspicious persons or any suspicious activity, trespassers, medical attention, illegal entry and vandalism. Contact the on duty ranger immediately.
  - c. If unable to contact an on duty Ranger, contact Parks' staff in the following order:
    - i. Village Manager
    - ii. Operations Manager
    - iii. Park Superintendent

## iv. Facilities Director

## 8. Other Responsibilities:

- a. Opening and Closing Buildings – During operating dates, it is the responsibility of security personnel to lock and unlock buildings if there is a shift assigned that can accommodate that function.
- b. Unlocking buildings for volunteers and guests as needed. This may be for weddings, service groups, etc.
- c. The Village/Railroad area should never be left unattended during the shift. Unless it is an emergency, the “interior Village” should not be left unattended for more than ten minutes. If, for some reason, this does happen, it must be noted on the daily report with an explanation.

**SECTION 9 - TECHNICAL PROPOSAL**

1. In order to qualify for contract award, a proposer shall have the capability in all respects to perform the contract and the integrity and reliability which will assure good faith performance. This requirement shall include, but is not limited to the availability of the appropriate material, equipment, facility, personnel, ability, and experience necessary to meet all contractual requirements. *Include a narrative that addresses these qualifications and include the information as outlined below in the technical proposal.*
2. **Staff Experience (unarmed security):** All proposers must have direct experience and have a minimum of three (3) years’ experience with proven effectiveness. Additionally, address the following:
  - a. Describe your organizations minimum education and experience required for hiring unarmed security personnel.
  - b. Address background checks and drug screening processes, procedures and requirements.
  - c. Describe the ongoing training and continuing education requirements.
  - d. List required licenses and certifications required of an unarmed security employees.
  - e. Address the average length of employment of your unarmed security personnel.
3. **Professional Qualifications & Credentials:** The Proposer must have qualified and trained staff with sufficient back-up personnel. The proposer’s personnel and management shall be knowledgeable in security services with demonstrated expertise. The Proposer must have the capability to supervise and monitor the program ensuring satisfactory provision of services.
  - a. Describe the company’s level of experience as it relates to the Scope of Work described and years of experience.
  - b. Identify key staff members, supervisors, etc., that will be assigned to the contract.
    - i. Include any professional designations, certifications, and licenses deemed necessary to comply with the Scope of Work.
  - c. Describe how the contract will be supervised and monitored by the Proposer ensuring satisfactory services are performed.

- d. Describe the organization's training or protocol regarding various emergency situations, such as, the responsibilities of the unarmed guard regarding medical emergencies, active shooter, etc. Company manuals will not be accepted.
4. **Financial Stability:** Proposer shall be financially stable and have the financial wherewithal to carry out the requirements of this solicitation. A credit check may be done by Genesee County. The Proposer must submit a copy of a current financial report and a credit reference. If the company is a subsidiary or a division of a corporation, the relationship of the Proposer must be clearly delineated in the proposal.
5. **Security Services & Similar Projects:** List specific contracts/business relationships regarded as evidence of the company's ability to adhere to the contract requirements and Scope of Work. Provide a brief narrative of those services. This should coincide with the list of references.
6. **References:** The Proposer shall submit a list of three (3) references, including name of institution, address, contact person, email address and telephone number. Genesee County reserves the right to obtain information regarding the ability of any prospective Contractor to perform and contact references. Such information shall be taken into consideration in evaluating proposals.

## **SECTION 10 - INFORMATION REQUIRED FROM PROPOSERS (PROPOSAL FORMAT)**

### **1. NON-RESPONSIVE PROPOSALS**

Proposals may be judged non-responsive and removed from further consideration if any of the following occur:

- A. The proposal is not received in a timely manner in accordance with the terms of this RFP
- B. The proposal does not follow the specified format as presented in this Section (9 & 10)
- C. The proposal is not adequate to allow a judgment by the reviewers

### **2. RESPONSIVE PROPOSALS MUST INCLUDE AND/OR COMPLY WITH THE FOLLOWING:**

1. Proposal submitted by the due date and time
2. One (1) Copy of Proposal in Electronic Format
3. One (1) original proposal (properly executed), clearly marked as such, and one (1) additional hard copies of your Proposal
4. Signature Page (attached)
5. Insurance Checklist (attached)
6. References Page (attached)
7. Cost Proposal (attached)
8. Technical Proposal (Section 9). The written response shall be limited to no more than fifteen (15) single-sided, 8 ½ x 11 typewritten pages, stapled

or binder clip, in a business-style typeface with a font size of no less than 11 point. No three ring binders, etc.

## **SECTION 11 – EVALUATION AND SELECTION PROCEDURE**

1. The Evaluation Committee will first examine proposals to eliminate those that are clearly non-responsive to the stated requirements. Therefore, proposers should exercise particular care in reviewing the Proposal Format required in this RFP.
2. The Evaluation Committee will then review and score each proposal individually based on the evaluation criteria referenced in this RFP. Scores and rankings for each proposal will be compiled to determine the committee recommendations. Based upon the scoring and ranking, the Committee may recommend a short list of proposals that are reasonably likely of being selected for award.
3. The detailed evaluation that follows the initial examination may result in more than one finalist. At this point, Genesee County may request presentations by proposers, to carry out contract negotiations for the purpose of obtaining best and final offers, and/or conduct detailed reference checks on the short-listed proposers. Further, Genesee County reserves the right to contact any and all references to obtain, without limitation, information regarding the proposer's performance on previous projects.
4. Once the ranking process is complete, the Evaluation Committee will recommend a contract award to the Purchasing Department regarding the apparent successful proposer(s). Upon acceptance, a recommendation will be made to the Genesee County Board of Commissioners for approval. The final recommendation made to the Genesee County Board of Commissioners will be based on review of the final scores.
5. Subsequent to final selection and award by the Genesee County Board of Commissioners, a contract will be negotiated with the successful proposers. Upon the successful completion of negotiations, contracts will be presented to the Genesee County Board of Commissioners for approval.

## **SECTION 12 - EVALUATION CRITERIA**

1. It is the intent of Genesee County to conduct a fair and comprehensive evaluation of proposals received. The Contract will be awarded to the proposer who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the evaluation criteria as seen below. Each criterion will be scored based upon the points indicated.
2. Evaluators use a ranking of 1 to 5 points for grading the responses to a RFP.  
**Points are defined as follows:**
  - a. **Unresponsive (1pt)** to the requirements of the criteria. Submission fails to meet requirements and the approach has no probability of success.

- b. **Marginally Effective (2pt):** Proponent's proposal demonstrates a minimal ability to reach the goals and objectives of the procurement. Falls short of expectations and has a low probability of success.
- c. **Effective (3pt):** Proponent's proposal demonstrates a fair ability to reach the goals and objectives of the procurement. Partially meets requirements of the criteria. Has reasonable probability of success. Some objectives may not be met.
- d. **Highly Effective (4pt):** Proponent's proposal demonstrates a good ability to reach the goals and objectives of the procurement. Fully responsive to the requirements of the criteria. Very good probability of success. Achieves all objectives in reasonable fashion.
- e. **Outstanding (5pt):** Proponent's proposal exceeds expectation and demonstrates an excellent ability to reach the goals and objectives of the procurement. Exceeds all requirements of the criteria. The submission exceeds expectations, excellent probability of success in achieving all objectives. Very innovative.

<b>Evaluation Criteria</b>	<b>Points</b>	<b>Weight</b>
<b>Professional Qualifications (20 pts)</b>		<b>25%</b>
Experience overall	5	
Key Staff	5	
Supervision & monitoring	5	
Emergency protocol	5	
<b>Staff experience (20 pts)</b>		<b>25%</b>
Education & Experience	5	
background checks, etc.	5	
Training & continuing ed	5	
Ave. Length of employment	5	
<b>Financial Consideration (10 pts)</b>		<b>25%</b>
Financial report	5	
Cost Proposal	5	
<b>References (10 pts)</b>		<b>15%</b>
Narrative of services	5	
Three references (integrity, competency & quality)	5	
<b>Responsiveness of Proposal (10 pts)</b>		<b>10%</b>
Adherence to the RFP provisions	5	
Completeness of answers	5	
<b>Total Possible Points</b>	<b>70</b>	

**COST PROPOSAL**

PROJECT: Unarmed Security Guard Services at Crossroads Village

NAME OF VENDOR: \_\_\_\_\_

SERVICE ADDRESS: \_\_\_\_\_

CITY, STATE, ZIP: \_\_\_\_\_

CONTACT PHONE: \_\_\_\_\_

CONTACT EMAIL: \_\_\_\_\_

The undersigned vendor, having received specifications, addenda, and examined all conditions affecting the work, hereby submits the following bid:

Cost for Services	Standard Hourly Rate	Holiday Hourly Rate
Year 2020		
Year 2021		
Year 2022		
Year 2023		
Year 2024		

Above wages shall comply with minimum wage increases per Public Act 368 of 2018.

Senate Bill 1171: <http://legislature.mi.gov/doc.aspx?2018-SB-1171>

PA 368: <http://www.legislature.mi.gov/documents/2017-2018/publicact/pdf/2018-PA-0368.pdf>

All prices included in the financial proposal form shall be total prices, including such costs as transportation, uniforms, and all equipment necessary to perform the services set forth in this solicitation. Separate charges shall not be allowed. The Genesee County Parks & Recreation Commission is exempt from the payment of any sales, excise, or federal transportation taxes.

**PROPOSAL SIGNATURE:**

Name (Print): \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

Date: \_\_\_\_\_

# SIGNATURE PAGE

- 1. The undersigned represents that he or she:
  - a) Is duly authorized to make binding offers on behalf of the company,
  - b) Has read and understands all information, terms, and conditions in the solicitation,
  - c) Has not engaged in any collusive actions with any other potential vendors for this solicitation,
  - d) 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,
  - e) 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.

2. **Addenda:**

a) The undersigned hereby acknowledges receipt of the following addenda:

Number	Date issued

3. **Exceptions** to Solicitation and/or Standard Contract (Section 3,7): No | Yes

a) If yes, include attached statement

4. **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.

\_\_\_\_\_ 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.

\_\_\_\_\_ Business Name

\_\_\_\_\_ Printed Name & Title

\_\_\_\_\_ Signature

\_\_\_\_\_ Date

Additional contact person or representative for matters regarding this solicitation:

\_\_\_\_\_ Printed Name & Title

\_\_\_\_\_ Phone

\_\_\_\_\_ Fax

\_\_\_\_\_ Email



## INSURANCE CHECKLIST

**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 Operations and Contractual Liability
<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	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input checked="" 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 and professional liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.

9. Other insurance required: Lost Key Coverage – Includes cost of key and cost to re-key.

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

11. The certificate must state bid number and title

### 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

### Prospective Contractor's Statement

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

\_\_\_\_\_ Contractor \_\_\_\_\_ 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 vendor/contractor, the department and County Risk Manager. To the degree possible, all changes will be made as soon as feasible.

**REFERENCES**

List 3 references

<b>Company/Client:</b>	<b>Contacts:</b>
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

<b>Company/Client:</b>	<b>Contacts:</b>
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

<b>Company/Client:</b>	<b>Contacts:</b>
	Name:
	Title:
	Phone:
Dates of Service:	Email:
	Address:
	City, State:

# MAP



## CROSSROADS VILLAGE & HUCKLEBERRY RAILROAD

6140 N. Bray Road, Flint

Call 810.736.7100 or visit [geneseecountyparks.org](http://geneseecountyparks.org) for operating dates and rates.



[geneseecountyparks.org](http://geneseecountyparks.org) | 888.648.PARK

- Walking
- Picnic
- Butterfly Area
- Scenic
- Parking
- Restroom
- Food
- Accessible
- No Cars Past This Point
- Smoking Area
- Water Pump
- Walkway
- Gravel
- Boardwalk

No fishing allowed in the Village.

## ATTACHMENT 1 – PROFESSIONAL SERVICES CONTRACT

This Agreement for Professional Services (the “Agreement”) is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, 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**, whose principal place of business is located at **Contractor Address** (the “Contractor”) (the County and the Contractor together, the (“Parties”).

### 1. Agreement and Authority

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

### 2. Term

#### 2.1 Initial Term

The initial term of this Agreement is effective upon approval by the Genesee County Board of Commissioners (the “Board”) and shall be effective for a two (2) year term (the “Initial Term”).

#### 2.2 Extension Terms

The Board has the option to extend this Agreement for up to three (3) additional one year terms (the “Extension Terms”).

### 3. Purpose

Genesee County is requesting proposals to contract with \_\_\_\_\_ to provide \_\_\_\_\_ services for \_\_\_\_\_

### 4. Scope of Work

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

### 5. Compensation

The Contractor shall be paid according to the rates identified on the FINANCIAL COST PROPOSAL. The total amount paid to the Contractor shall not exceed \$ \_\_\_\_\_. The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any necessary supporting documentation such as reports and time sheets. The County will pay the

Contractor within thirty (30) days of the County's acceptance of the invoice and supporting documentation.

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

7. **Contract Administrator**

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

8. **Reporting Requirements**

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

9. **Inspection and Acceptance**

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

10. **Warranties and Indemnification**

The Contractor warrants that:

- 10.1 The Services will be performed in a good workmanlike manner and in accordance with generally acceptable practices in the industry.
- 10.2 For a period of one (1) year following completion of the Services, the Services and any goods provided with the Services shall conform to the representations made by the Contractor.
- 10.3 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 10.4 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Agreement.

10.5 The Contractor will maintain a current Certificate To Do Business with Genesee County issued by the Genesee County Equity and Diversity Officer.

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

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

## 11. **Suspension of Work**

### 11.1 Order to Suspend Performance

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

### 11.2 Necessary Actions Before Suspension

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

## 12. **Termination**

### 12.1 Termination for Cause

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

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

### 12.2 Immediate Termination

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

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

### 12.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Agreement 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.

## 13. **Equipment Purchased with County Funds**

### 13.1 Reporting

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

### 13.2 Conveyance to the County

Upon the County's request at the termination of this Agreement 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 Agreement.

## 14. **Nondiscrimination**

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

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**15. Freedom of Information Act**

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

**16. Intellectual Property**

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

**17. Audit Rights****17.1 Certification of Accurate Information**

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

**17.2 Inspection**

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

**17.3 Audit**

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

**17.4 Records Retention**

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



## 18. Insurance Requirements

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist contained in the RFP. Further the contractor shall keep such insurance coverage in force throughout the life of this Agreement. All policies will contain an endorsement providing that written notice be given to the County at least thirty (30) calendar days prior to termination, cancellation, or reduction in coverage on any policy. The Contractor further agrees to provide certificates of insurance to the county evidencing the coverages specified below, and including the County as an additional insured.

## 19. Independent Contractor

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

## 20. General Provisions

### 20.1 Entire Agreement

This Agreement, along with any Exhibits attached thereto, embodies the entire agreement between the Parties. There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein.

### 20.2 No Assignment

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

### 20.3 Modification

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

### 20.4 Binding Effect

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

### 20.5 Headings

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

### 20.6 Governing Law and Venue

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

initiated within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

#### 20.7 Severability and Survival

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

#### 20.8 Interpretation

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

#### 20.9 Remedies

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

[SIGNATURE PAGE FOLLOWS]

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

CONTRACTOR NAME

GENESEE COUNTY

By: \_\_\_\_\_  
Name of Contractor Signatory  
Title of Contractor Signatory

By: \_\_\_\_\_  
Ted Henry  
Chairman Genesee County Board of  
Commissioners

Approved as to Form and Legality

By: \_\_\_\_\_  
Genesee County Corporation Counsel

DRAFT

EXHIBIT A  
Description of the Services

DRAFT

EXHIBIT B  
Reports Required from the Contractor

DRAFT

EXHIBIT C  
Contractor's Projected Budget  
Date to Date

DRAFT

EXHIBIT D  
Insurance Checklist

DRAFT