January 24, 2020

GENESEE COUNTY REQUEST FOR PROPOSALS #20-212

Sealed proposals will be received until 3:00 p.m. (EDT), Tuesday, February 18, 2020, at the Genesee County Purchasing Department, 1101 Beach Street, Room 361, Flint, MI, 48502 for Project Management of Flint River Restoration Project.

A Mandatory pre-bid meeting will be held on Tuesday, February 4, 2020 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 immediate questions on this RFP may be submitted before Friday, January 31, 2020 before 5:00 PM (EDT). Questions submitted will be addressed during the meeting, along with other questions that may arise 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:

<table>
<thead>
<tr>
<th>DUE DATE</th>
<th>3:00 PM (EDT), Tuesday, February 18, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st ROUND OF QUESTIONS</td>
<td>Friday, January 31, 2020 before 5:00 PM</td>
</tr>
<tr>
<td>PRE-BID MEETING</td>
<td>Tuesday, February 4, 2020 @ 10:00 AM</td>
</tr>
<tr>
<td>PROPOSAL REQUEST NUMBER</td>
<td>#20-212</td>
</tr>
</tbody>
</table>

Derrick Jones, Purchasing Administrator

bid2\2020\20-212
Attachments

GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER

www.gc4me.com

RFP # 20-212
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RFP #20-212 Project Management of Flint River Restoration Project

SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until 3:00 p.m. (EDT), Tuesday, February 18, 2020, 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 February 4, 2020 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 Friday, January 31, 2020 before 5:00 p.m. (EDT). Responses to questions will be discussed during the pre-bid meeting, along with other questions that may arise during the 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.

   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%20C%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 Project Management along with consulting, alternative analysis, design, permitting, and Construction Engineering Services for the multi-phased Flint River Restoration Project (Flint, MI) as requested by the Genesee County Parks and Recreation Commission.

2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the Genesee County Parks and Recreation Commission (“GCPRC”). The contact person is 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 this proposal response to this RFP shall be submitted in writing to Genesee County Purchasing Department before due date of this proposal.

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 **Friday, January 31, 2020 before 5:00 PM (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). The proposer must demonstrate their knowledge and understanding of the project. Proposer must demonstrate experience with at least three similar projects within the last ten years.

2. 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.

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

4. 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.

5. 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 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:

<table>
<thead>
<tr>
<th>Project</th>
<th>Project Management, Consulting, Alternative Analysis, Design, Permitting, and Construction Engineering Services for the Genesee County Parks and Recreation Commission (GCPRC) for the multi-phased Flint River Restoration Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project's Location</td>
<td>City of Flint, MI</td>
</tr>
<tr>
<td>Project’s Type of Work</td>
<td>Consulting and Engineering Services</td>
</tr>
<tr>
<td>Anticipated Start Date of the Project</td>
<td>March 2020</td>
</tr>
<tr>
<td>Anticipated Construction Engineering Start Date of Project</td>
<td>Summer of 2021</td>
</tr>
</tbody>
</table>

Project Supervisor:
Barry June, Director
5045 Stanley Road
Flint, Michigan 48506
(810) 736-7100 ext. 831

Award for Engineering Service contract will be made after match and grant funding is confirmed and approved by the Genesee County Board of Commissioners. 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.

BACKGROUND

The 142-mile-long Flint River runs through the heart of Flint and is a central feature of its downtown. The river is an important tributary of the larger Saginaw Bay watershed. The watershed and bay are home to abundant wildlife and fish species; however, the stretch of river that runs through Flint is the watershed’s most degraded section. This deterioration is a result of historical factors, including deforestation, intensive development, unregulated discharges into the river, alteration of the natural river flow, and the construction of dams and concrete channel structures. Downtown, the river is impounded by a fixed weir at the previous location of the Hamilton Dam. The dam’s superstructure was removed in 2018.
The riverfront offers numerous opportunities for development and economic prosperity in Flint. Downtown’s Riverbank Park, built in 1979, is a unique, but deteriorated, with open space and a recreation area centrally located on the south side of the river. Travelling downstream, the riverfront includes undeveloped or dilapidated properties and a remediated, former industrial site transformed into a public park, now known as Chevy Commons.

A diverse group of local partners has been working to transform the Flint Riverfront to create unique community assets and drive economic prosperity.

Propelled by the need to address the crumbling and hazardous Hamilton Dam, which was removed in 2018, and clean up contamination at a former riverfront industrial site, the Restoration Plan calls for the rejuvenation of the river and riverfront through recreation improvements, redevelopment of underutilized property, development of key portions of the statewide Iron Belle Trail, enhanced community connectivity, ecosystem restoration, and improved stormwater and flood control.

River Restoration

The Hamilton Dam, constructed in 1920 and modified in 2018, facilitated milling operations for the region’s logging industry and has served as a water source for local industry. Historically, the dam regulated the flow of the Flint River and served as the upstream anchor point for the U.S. Army Corps of Engineers’ flood control project. The current fixed weir is the upstream obstacle to walleye spawning, limiting successful implementation of the DNR’s Saginaw Bay Walleye Recovery Plan. The Riverfront Restoration Project will “naturalize” the river through downtown Flint with multiple rock rapid areas within the main channel. Each area will consist of a rock drop structure to transition water surface elevations that were previously controlled by the Hamilton Dam.

The River Restoration Project will be designed to be hydraulically and structurally sound and must maintain adequate upstream pool elevation to allow the City to utilize the existing water treatment plant intake if it should be reenergized in the future as a backup water source. The rock rapids constructed in the main channel will naturalize river flow and allow fish passage upstream in the Flint River. The channel will include resting pools to make passage easier for weak swimming aquatic species and to provide safe recreational benefits for fisherman and park users.

The project will include bank improvements such as modifying and naturalizing existing concrete and sheet metal retaining walls with vegetation and rock terraces. Additionally, riparian plantings will stabilize the banks of the river and provide habitat for aquatic and terrestrial species. These improvements will enhance access sites to the river and provide safe river access while maintaining existing flood protection.

Riverbank Park and Adjacent Connector Trails

Riverbank Park is located on the banks of the Flint River downtown between Harrison and Beach/Garland Streets. The park has a complex design scheme with five separate blocks:
• Archimedes Screw Block
• Water Wall Block
• Grand Fountain Block
• Amphitheater Block
• Market Stall Block

Over the years, the park has suffered from lack of upkeep and maintenance, and its design has limited accessibility and use. Riverbank Park is in dire need of reinvestment to make it more attractive, safer, and accessible. Given its location and existing, unique, and architectural features, the park will be a key element of the redeveloped Flint Riverfront area.

Park infrastructure improvements include:

• Better physical and visual access to the river
• New park access points
• Terracing and landscaping improvements
• New and updated pedestrian trails throughout the park
• Remove existing central canal to improve access for recreation and maintenance
• Redeveloped amphitheater
• New amenities such as seating, bike racks, and railings

In addition, the park redevelopment will include a “green spine” of trails, open space, and river access points that will create better connectivity to adjacent streets and contiguous access along the river. The paths, including part of the statewide Iron Belle Trail, will connect to downtown, University of Michigan-Flint, Veterans Park, surrounding neighborhoods on the river’s north side, Kettering University, and the redeveloped Chevy Commons site. Other improvements to the riverfront include additional access points for kayakers and boaters, an improved river access area, boat ramp and accessibility improvements, and other open space and gathering spots.

Swartz Creek Confluence

The confluence of the Swartz Creek with the Flint River includes a peninsula of land between the two watercourses that is currently unused, except for a small single-story vacant building that fronts Kearsley Street. Island Street runs northwest from Kearsley Street into the confluence peninsula area. At the north end of the peninsula is an existing large concrete pier that serves as support for the recently constructed multi-span pedestrian bridge and trail.

It is proposed to develop this confluence area from Kearsley Street north to the new pedestrian bridge. The development will include proposed parking, permeable pavements, landscaped green space with pathways, overlook seating areas, bioretention areas, stair access, and kayak launch at the Flint River and Swartz Creek interpretive signage, as well as storm sewer and outfall improvements and stabilization and restoration of the riverbanks.
This specific project area is being partially funded with an Environmental Protection Agency (EPA) Great Lakes Restoration Initiative (GLRI) Grant. Community engagement and report documentation are required components of this grant.

Funding

The Flint Riverfront Restoration Project has garnered widespread support from public, private, and foundation partners. Genesee County Parks and Recreation along with the Flint River Corridor Alliance, City of Flint, Flint River Watershed Coalition, and Genesee County Land Bank have coordinated planning and community engagement efforts to envision and conceptually design the area. The Charles Stewart Mott Foundation, the Hagerman Foundation, and the Ruth Mott Foundation have collectively invested in the planning and preliminary design work and have pledged additional support to help make the Riverfront Restoration Project a reality. Other partners include the University of Michigan-Flint, Kettering University, General Motors, and the U.S. Environmental Protection Agency.

Objectives

The Flint Riverfront Restoration Project is a key part of the long-term strategy for economic and social prosperity in Flint. It will transform the City’s downtown, provide unique recreational opportunities to improve residents’ health and quality of life, spur business development, and attract both residents and visitors from across the state.

General

The Commission is seeking qualified Consultants to enhance the environmental, social and recreational values of the Flint River in Flint, Michigan. Consultants must develop a proposed Scope of Services to address contamination issues, recreational safety, channel stability, flood hazard areas, aquatic habitat, floodwall modifications, riverfront restoration, river access, storm water discharges, and other related issues in completing design and seeking environmental permits for construction. Additional project information, resources, and historical data can be found at: https://flintriverrestoration.com/

1. The Scope of Services should be developed to evaluate, design, and construct the river improvements and restoration in accordance with the Michigan Department of Environment, Great Lakes, and Energy (EGLE) and U.S. Army Corps of Engineers permitting requirements.

2. The Consultant or their Sub-consultant shall furnish all services and labor necessary to conduct and complete services described in their proposal. 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 Commission’s 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.

Tasks and Deliverables

1. While describing the Scope of Services, the Consultant should provide descriptions of the following tasks, as well as anticipated deliverables for each.

   a. Project Management and Coordination
   b. Environmental Engineering
   c. Hydraulic Analysis and Alternative Evaluation
   d. Permitting
   e. Final Design and Bid Documents
   f. Bidding Assistance
   g. Construction Engineering Services including contract administration, field engineering, inspection/observation, material testing and staking

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 timeframes 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.

   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 timeframes (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 timeframes 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. After award, the Commission’s 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. Statement of the Project: State in precise terms your understanding of the project and interpretation of the project requirements and familiarity with Federal, State, and Local Design Standards and Permitting parameters. Include a narrative description of the project details and product(s) to be delivered. Describe key issues and challenges of the project.

3. Work Plan and Technical Approach: Describe in narrative form your proposed work plan and technical approach for providing the professional services to accomplish the tasks listed in Section 5 of TASKS and DELIVERABLES. Include in the work plan the timeframe or project schedule to which you would adhere based on staffing and current workload from all clients. Provide an anticipated timeline of the project including milestones for environmental testing, alternative evaluation, final design, permitting, bidding, and construction. Provide an anticipated sequence of construction.

4. Labor Requirements, Staff Qualifications, & Experience: The Consultant must be able to provide an appropriate, experienced, and knowledgeable Project Manager and technical team. Include the professional personnel by skill and qualification that will be involved in providing the services. Identify task leads and key individuals by name and title. Provide resumes of key personnel that are proposed to be involved in the project.

5. Additional Information: Provide any additional information and comments include any other information that is believed to be pertinent, but not specifically asked for elsewhere.

**Administrative Proposals**

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

RFP # 20-212
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 16 of this solicitation.

4. **Executed Insurance Checklist**: See page 17 of this solicitation.

5. **References**: See page 18 of this solicitation.

**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 proposer who submitted a proposal that is most advantageous to Genesee County. 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.

All proposals will be evaluated based on the following criteria:

<table>
<thead>
<tr>
<th>Evaluation Criteria</th>
<th>Possible Points</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Capability of the Proposer</strong> - This criterion includes the ability of the Consultant to meet the terms of the RFP. The comprehensiveness of the Consultant’s project understanding, work plan and technical approach for the project as presented will be the primary factor evaluated. Consideration will be given to the proposed timeline.</td>
<td>Maximum points 50</td>
</tr>
<tr>
<td><strong>Proposer’s Prior Experience</strong> - 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 knowledge and experience with Genesee County and City of Flint projects will be considered</td>
<td>Maximum points 20</td>
</tr>
<tr>
<td><strong>Professional Personnel</strong> - 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. Prior knowledge and experience with Genesee County and City of Flint projects will be considered. Scoring emphasis will also be placed upon the qualification and experience of the Project Manager and the amount of dedicated management planned for this project by the Consultant</td>
<td>Maximum points 20</td>
</tr>
<tr>
<td>References</td>
<td>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.</td>
</tr>
<tr>
<td>------------</td>
<td>-------------------------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Total Evaluation Points</td>
<td>95</td>
</tr>
</tbody>
</table>

RFP # 20-212
SIGNATURE PAGE
GENESEE COUNTY RFP #20-212

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
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
### GENESEE COUNTY INSURANCE CHECKLIST

**PROFESSIONAL SERVICES CONTRACT FOR:** 20-212 RFP Project Management of Flint River Restoration Project

<table>
<thead>
<tr>
<th>Coverage Required</th>
<th>Limits (Figures denote minimums)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>1. Workers' Compensation</strong></td>
<td>Statutory limits of Michigan</td>
</tr>
<tr>
<td><strong>2. Employers' Liability</strong></td>
<td>$100,000 accident/disease $500,000 policy limit, disease</td>
</tr>
<tr>
<td><strong>3. General Liability</strong></td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate Including Premises/operations</td>
</tr>
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<td><strong>4. Professional liability</strong></td>
<td>$1,000,000 per occurrence with $2,000,000 aggregate Including errors and omissions</td>
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<td><strong>5. Medical Malpractice</strong></td>
<td>$200,000 per occurrence $800,000 in aggregate</td>
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<td><strong>6. Automobile liability</strong></td>
<td>$1,000,000 combined single limit each accident-Owned, Hired, Non-owned</td>
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<td><strong>7. Umbrella liability/Excess Coverage</strong></td>
<td>$1,000,000 BI &amp; PD and PI</td>
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**X 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:** Environmental Impairment Liability - $1,000,000 limit |

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

**X 11. The certificate must state bid number and title.**

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**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

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**Prospective Contractor's Statement**

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

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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.

---

RFP # 20-212
# REFERENCES
List 3 references of similar projects

Submitted by: __________________________

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

1. Agreement and Authority

This Agreement is entered into pursuant to RFP # 20-212 issued by the Genesee County Purchasing Department, and execution of this Agreement is authorized by Resolution #_________ issued by the Genesee County Board of Commissioners.

2. Term

2.1 Initial Term

The initial term of this Contract commences on March ??, 2020 and shall be effective through completion. (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 **Barry June** (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  Martin Cousineau, Chairperson
Title of Contractor Signatory  Board of County Commissioners

Date: ______________________________  Date: ______________________________
EXHIBIT A
Description of the Services

Will be completed upon execution of contract.
EXHIBIT B
Insurance Checklist

Copy of Insurance Checklist
Copy of Certificate of Insurance