



Barry County

REQUEST FOR PROPOSAL (RFP) FOR PROFESSIONAL SERVICES Parks & Recreation 2018-2022 Five Year Master Plan

Issue Date: April 26, 2018

Due Date: May 18, 2018

1.0 Project Description

Barry County is seeking Proposals from qualified individuals, firms or organizations to prepare a five-year Community Park, Recreation, Open Space, and Greenway Plan for Barry County Parks and Recreation.

2.0 Submission Requirements

2.1 Due Date, Time and Place

All proposals are due no later than 4:00 p.m. on May 18, 2018 at the Historic Charlton Park Office, 2545 S. Charlton Park Rd., Hastings, MI 49058. Proposals received at other locations or delivered after the due date and time will not be accepted.

2.2 Submission of Proposals

Proposals must be submitted in a sealed envelope or package and clearly marked on the outside: **“2018-2022 Parks & Recreation Master Plan”**.

Response to this proposal should be concise and must include all required information.

Contractors are required to submit an original and five (5) copies. The proposal must remain valid for at least 90 days.

Proposals should be prepared simply and economically, providing a straightforward, concise description of the ability to meet the requirements of the RFP. Emphasis should be on completeness and clarity of the content.

2.3 Oral Presentation

Those submitting a proposal may be required to make an oral presentation of their proposal to a Committee consisting of County officials. The presentation provides an opportunity for the Contractor to clarify the proposal to ensure thorough mutual understanding. The County will schedule such presentations as it deems necessary.

3.0 General Information

3.1 Right of Rejection

The County reserves the right to reject any or all bids/proposals, to waive informalities or irregularities in bids/proposals, and/or to negotiate separately the terms and conditions of all or any part of the bids/proposals as determined to be in the County's best interest at its sole discretion.

3.2 Advice of Omission or Misstatement

In the event it is evident to a vendor responding to an RFP that the County has omitted or misstated a material requirement to an RFP and/or services required by an RFP, the responding vendor shall advise the Historic Charlton Park Director's Office at (269) 945-3775 of such an omission or misstatement.

3.3 Notification of Withdrawal of Proposal

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the vendors. Proposals submitted become the property of the County after the proposal submission deadline.

3.4 Rights to Pertinent Materials

All responses, inquiries, and correspondence relating to an RFP and all reports, charts, displays, schedules, exhibits and other documentation produced by the vendors that are submitted as part of the proposal shall become the property of the County after the proposal submission deadline.

3.5 Cost of Preparation

The County will not pay any costs incurred in the proposal preparation, printing or demonstration process. All costs shall be borne by the vendors.

3.6 Standard Forms

Any preprinted contract forms the vendor proposes to include as part of the contract resulting from a proposal must be submitted as part of the proposal. Any standard contract provisions not submitted as part of the proposal and subsequently presented for inclusion may be rejected. The County reserves the right to accept or reject in whole or in part any form of contract submitted by the vendor and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.

3.7 Prime Contractor Responsibilities

The selected Contractor will be required to assume responsibility for all services offered in the proposal whether or not they possess them within their organization. Further, Barry County will consider the selected Contractor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract.

3.8 Pre-Opening Inquiries/Response

Any explanation desired by a prospective vendor regarding the meaning or interpretation of an RFP and attachments must be requested in writing and presented to the Historic Charlton Park Director's Office. Written requests may either be mailed or faxed to (269) 948-4884.

All responses shall be in writing and shall be furnished to all prospective vendors as an amendment to the RFP. Receipt of all amendments shall be acknowledged upon the proposal by

attachment at the time of the submission of the proposal. All amendments shall be signed and dated by the vendor. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a bidder shall be binding.

4.0 Contractual Terms and Conditions

4.1 Indemnification and Hold Harmless

A vendor selected as a contractor shall, at its own expense, protect, defend, indemnify, save and hold harmless Barry County and their elected and appointed officers, employees and agents from all claims, damages, lawsuits, costs and expenses including, but not limited to, all costs from administrative proceedings, court costs and attorney fees that Barry County and their elected and appointed officers, employees and agents may incur as a result of the acts, omissions or negligence of the contractor or its employees, servants, agents or subcontractors that may arise out of the agreement.

The contractor's indemnification responsibility under this section shall include the sum of damages, costs and expenses which are in excess of the sum of damages, costs and expenses which are paid out in behalf of or reimbursed to the County and their officers, employees and agents by the insurance coverage obtained and/or maintained by the contractor.

4.2 Application Law and Venue

This agreement shall be construed according to the laws of the State of Michigan. Barry County and the Contractor agree that the venue for any legal or equitable action under this agreement shall be established in accordance with the statutes of the State of Michigan and/or Michigan Court Rules. In the event that any action is brought under this agreement in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District, South Division.

4.3 Compliance with the Law

Vendors shall render the services to be provided pursuant to this agreement in compliance with all applicable Federal, State, and local laws, ordinances, rules, and regulations.

4.4 Independent Contractor

The Proposer who is selected as the Contractor shall be an Independent Contractor. The employees, servants and agents of the Contractor shall not be deemed to be and shall not hold themselves out as employees, servants, or agents of the County and shall not be entitled to any fringe benefits received by the County's personnel, such as, but not limited to, health and accident insurance, life insurance, longevity or paid sick or vacation leave.

4.5 Insurance

The Proposer who is selected as the Contractor shall purchase and maintain insurance not less than the limits set forth below. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and have a minimum A. M. Best Company's Insurance Reports rating of A or A-(Excellent).

- a) Worker's Disability Compensation Insurance including Employers Liability Coverage in accordance with all applicable Statutes of the State of Michigan.

b) Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit. Coverage shall include the following: (A) contractual liability; (B) products and completed operations; (C) Independent Contractor s Coverage; (D) Broad Form General Liability Endorsement or Equivalent.

c) Motor Vehicle Liability Insurance, including Michigan No-Fault Coverage, with limits of liability of not less than \$1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles and all hired vehicles.

d) Professional Liability Insurance (Errors and Omissions) shall be maintained during the life of this contract with limits of liability of not less than \$1,000,000 per claim.

e) Additional Insured - Commercial General Liability Insurance, as described above, shall include an endorsement stating the following shall be “Additional Insureds”: Barry County, all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and board members, including employees and volunteers thereof.

f) Cancellation Notice - All insurances described above shall include an endorsement stating the following: “It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Charlton Park - Barry County, 2545 S. Charlton Park Rd., Hastings, MI 49058.

g) Proof of Insurance - The vendor shall provide to Barry County at the time the contracts are returned by it for execution, two (2) copies of certificates of insurance for each of the and policies mentioned above. If so requested, certified copies of all policies will be furnished.

5.0 Award

5.1 Basis of Award

An award, if made, will be made to the responsible Proposer whose proposal is most advantageous to Barry County, taking into consideration price and the other factors set forth in this Request for Proposals. Basis of evaluation will be conducted by means of a point’s rating system employing multiple elements. Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by Barry County shall be utilized in the final award. Barry County reserves the right to accept or reject any or all proposals and to award the contract to the proposal that Barry County deems most beneficial to Barry County.

5.2 Presentations

Upon receipt and evaluation of the responses, selected Proposers may be required to make in person presentations to the County.

5.3 Contract Approval

The final award of a contract is subject to the approval by the Barry County Board of Commissioners.

6.0 Scope of Services

The services and specific work items are provided as focus points for Proposer: mission, vision, culture and community structure; inventory and analysis; future needs of current users and generations to come and; recommendations and action plan. The final plan must include structural elements from the Michigan DNR 5-year plan. Granting eligibility for Barry County depends on accuracy related to the 5-year plan. The DNR Recreation Plan Guidelines Booklet can be found by going on the Michigan DNR website.

WORK ITEM 1: MISSION, CULTURE AND COMMUNITY ALIGNMENT

- Public Participation Plan and Creation of Stakeholder Groups.
- Stakeholder Interviews.
- Department and Community Mission Workshops.
 - Developing an identity statement to define Parks & Recreation as an organization within Barry County.
 - Scenarios and strategies about where we are, where we want to go, and how we get there.
 - Alignment of organizational mission, vision, programming, activities and partners to enhance decision-making and operational efficiencies.
 - Strategic action plan will result in a concrete identity statement, mission statement, and vision statement for Barry County in future parks and recreational planning and decision-making.
 - Alignment with the Barry County 2014 Strategic Plan.
- Development of Outcomes for a Rural Community with emerging growth in smaller population areas.

Deliverables:

- Public participation plan – Interviews, summaries, findings of key issues.
- Participation plan for Universal Access needs – Interviews, summaries, findings and key issues.
- Kick-off presentations and outreach exercises and significant results.
- Directional plan related to mission statement aligned with partners, future planning and desirable outcomes for Barry County citizens.

WORK ITEM 2: INVENTORY AND ANALYSIS

- Collection of current data for County property, including school-park shared sites, State sites, and any park land public or private.
- Analysis of park acreage balance across the County and access to parks, comparison to national trends, identification of gaps in service.
- Mapping of existing sites, opportunity sites, shared school-park sites, other partner sites, and priority areas of focus.
- Survey of key stakeholders on the issues of park access and distribution.
- Public meeting opportunities.
- Summary of opportunities and challenges.

Deliverables:

- Summary maps and inventory data.
- Public meeting exhibits and displays.
- Opportunity Sites map.
- Issues, opportunities, and constraints report.

- GIS database of all County Park properties and shared school-park sites, State, and partner properties, and spatial distribution of population.

WORK ITEM 3: NEEDS OF FUTURE GENERATIONS AND VISION PLAN

- Statement of goals and objectives.
- Focus group meetings, throughout County with citizens, youth & school groups, civic clubs, other units of government, and key partners.
- Identification and plan for existing parks, recreational opportunities, and creating better engagement of youth and seniors.
- Identification and plan of for inclusive play and Universal Accessibility strategies.
- Vision and recommendations for green infrastructure, park space, event types and organized sports spaces, representing County wide needs.
- Design and comparison standards for existing recreational opportunities and parks system, and sustainable operational needs.
- Coordination of required meetings.

Deliverables:

- Statement of vision, goals, and objectives.
- Focus group presentations (including those focused on accessibility).
- Draft recommendations and summaries of meetings and graphics representations with applicable design standards.
- Public meetings and Focus group meeting materials along with advertising.
- Presentations on emerging trends and relevancy to Barry County.

WORK ITEM 4: ACTION PROGRAM AND PROJECT RECOMMENDATIONS

- Action items for 5-years and timelines.
- Partner strategies and program execution.
- Cost projections and timelines of completion.
- Preliminary design elements, mapping, and plans for project recommendations.
- Adoption meeting presentations.

Deliverables:

- Implementation timeline.
- Final plan documents.
- Digital files and GIS layers for County and DNR database.
- All plan and presentation materials.

7.0 Agreement Terms and Conditions

Barry County is seeking a proposal that does not exceed February 26, 2019 for final completion.

1) Proposal Requirements:

- Minimum of three (3) references for this type of project.
- Proposed work plan with scheduling and costs per work item.
- Proposed staffing and subs per work plan.

2) Proposal cost for professional fees:

- Estimate of projected hours and cost for each work item category listed above along with any additional work item you may think is necessary for completion. Total costs shall include all reimbursable expenses.
- Payments shall be based on work item categories on a Not To Exceed basis with final payment made after adoption of the plan at a meeting by the Barry County Board of Commissioners.

3) Preliminary Schedule

- RFP Announcement – April 26, 2018
- Proposals Due – May 18, 2018
- Proposers Reviews and Interviews – May & June
- Proposer Selection – June 21, 2018
- Master Plan Kickoff – July, 2018
- Master Plan Completed – February 8, 2019
- BOC Adoption – February 26, 2019

Please direct questions to:

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