



REQUEST FOR PROPOSALS

RFP-LC-17-20

TRANSIT MASTER PLAN FOR LIVINGSTON COUNTY

DUE: MONTH DD, 2017 at 2:00 p.m. local time

LIVINGSTON COUNTY PURCHASING
304 East Grand River Ave., Suite 204
Howell, MI 48843
517-540-8741

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INTRODUCTION

Livingston County on behalf of the Livingston Essential Transportation Service (L.E.T.S.) is soliciting proposals from a transportation consulting firm to provide professional services to create a comprehensive and strategic Transit Master Plan (Plan). This Plan shall include the following components: (1) a Transit Service and Facilities Plan and (2) Implementation Strategies inclusive of governance and funding strategies. These plans and strategies shall be consistent with and supportive of the mission and vision statements provided to the consultant. This project is funded by Federal and State grant dollars. The project schedule and all related tasks 1-6 shall be completed within 6 to 8 months with a target completion of June 30, 2018.

A 'Request for Proposal' differs from a 'Request for Bid/Quotation' in that the County is seeking a solution as described herein that represents the Best Value to the County. This is not a bid/quotation solicitation where the award is to the lowest priced firm that meets the specifications. As a result, the lowest price proposal does not guarantee an award recommendation.

The Appendix B: Price Proposal Sheet must be submitted with the proposal in a separate, sealed envelope. Failure to submit this document in a separate, sealed envelope will result in the immediate disqualification of the proposer as non-responsive. This requirement is to prevent the possibility of the proposed price influencing the scoring of the evaluation criteria.

Competitive sealed proposals will be evaluated based upon criteria determined to be the most critical features of service including qualifications, experience, and proposed Work Plan which could be overriding factors. The proposal evaluation criteria should be viewed as standards, which measure how well a vendors' approach meets the desired requirements.

After the criteria scoring is complete, the envelopes containing the Appendix B: Price Proposal Sheet will be opened and evaluated to determine which proposal represents the Best Value to the County. Best Value is defined by federal guidance as a competitive procurement process in which the grant recipient reserves the right to select the most advantageous offer by evaluating and comparing factors in addition to cost or price such that a recipient may acquire technical superiority even if it must pay a higher price.

The County of Livingston officially distributes proposal documents from the Livingston County Purchasing Office and the Michigan Inter-governmental Trade Network (MITN) that you can access at www.mitn.info. Livingston County uses the MITN website for vendor registration, Proposal and tabulation posting, award information and other processes. Final proposal results will be posted on the MITN website after award. It will be the bidder's responsibility to monitor for any addendums or amendments to this solicitation.

CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued in relation to this RFP will be on file in the Purchasing Office. It is the Vendor's responsibility to acquire knowledge of any changes, modifications or additions to the Authorized Version of the proposal document. No award will be made to any vendor who fails to submit the Addendum Signature Page(s), if applicable.

CALENDAR OF EVENTS

The following is a schedule of events concerning the proposal process:

Event	Location	Date
Recommended Pre-proposal Conference	L.E.T.S. 3950 W. Grand River Ave. Howell, MI 48843	DAY, MONTH DD, 2017 9:00 a.m. EST
Questions Close	rbennett@livgov.com	DAY, MONTH DD, 2017 5:00 p.m. EST
Proposal Due Date	Livingston County Purchasing 304 E. Grand River Ave., Suite 204 Howell, MI 48843	DAY, MONTH DD, 2017, 2:00 p.m. EST
Commencement Date		Upon Contract Execution
Transit Master Plan - Final		June 30, 2018

RECOMMENED PRE-PROPOSAL CONFERENCE

There will be a recommended pre-proposal conference on DAY, MONTH DD, 2017 at 9:00 a.m. EST to allow all prospective vendors an opportunity to ask relevant questions. **We will meet at the lobby of the Livingston County Essential Transportation Department located at 3950 W. Grand River Ave., Howell, MI 48843.**

COMMUNICATIONS

To ensure fair consideration for all interested vendors, the County prohibits communications to or with any employee at the departmental level during the submission and evaluation period.

ANY QUESTIONS ANSWERED AT THE DEPARTMENT LEVEL ARE CONSIDERED UNOFFICIAL.

Questions regarding this RFP shall be emailed to Roberta Bennett (rbennett@livgov.com) by DAY, MONTH DD, 2017 by 5:00 p.m. EST. Questions received after this date and time may not be answered. Questions will be answered as soon as possible after receipt and will be posted at the County's website at: <http://www.livgov.com/purch/Pages/proposalqandcomment.aspx>

PROPOSAL SUBMISSION REQUIREMENTS

Proposals must conform to the requirements set forth in the RFP. Proposals not conforming to these requirements may be rejected as non-responsive (see Appendix G, Proposal Checklist).

- **A complete original (marked as such),**
- **Four (4) exact duplicate copies for distribution to the Evaluation Committee and**
- **One (1) electronic version in Adobe Reader PDF format on flash drive, CD or DVD**

The original Appendix B: Price Proposal Sheet and its four (4) exact duplicate copies **must** be submitted in a separate, sealed envelope. The electronic version of the Appendix B: Price Proposal Sheet must be a separate PDF file on the flash drive, CD or DVD. **Failure** to submit the original document and copies in a separate, sealed envelope or to submit the electronic version as a separate PDF will result in the **immediate disqualification** of the proposer as non-responsive. This requirement is to prevent the possibility of the proposed price influencing the scoring of the evaluation criteria.

Shall be submitted by 2:00 p.m., local time, on DAY, MONTH DD, 2017 to:

LIVINGSTON COUNTY PURCHASING

304 East Grand River Ave., Suite 204
Howell, MI 48843

PLEASE MARK THE OUTSIDE OF YOUR SEALED ENVELOPES WITH:

1. RFP-LC-17-20 – TRANSIT MASTER PLAN
2. COMPANY NAME & ADDRESS

NO FAXED OR E-MAILED DOCUMENTS WILL BE ACCEPTED.

PROPOSALS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

The County reserves the right to accept or reject any and all proposals and to waive any technicalities or irregularities therein. No submitted proposal may be withdrawn for a period of ninety (90) days from the submission deadline.

SUBMITTAL PREPARATION COST

The County shall not be liable for any expense incurred in connection with preparation of a submittal to this request. Vendors should prepare a straightforward and concise description of the vendor's ability to meet the requirements of this document.

GIFTS/GRATUITIES

Elected Officials, Department Heads, and/or County Employees will not be offered or entitled to earn or receive personal gifts, gratuities, credits or other benefits of economic value by reason of their official business.

RESPONSIVE PROPOSALS

Companies are expected to examine the RFP requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all information requested herein. The person signing the proposal must initial all erasures or other changes. If any person contemplating submitting a proposal is in doubt of the true meaning of any part of the specifications or other conditions with the RFP, they are advised to email Roberta Bennett (rbennett@livgov.com) and have the portion in question clarified.

I. QUALIFICATIONS

To be considered for award of this contract, the contractor must be able to meet the following minimum requirements:

- A. The contractor and proposed project staff must have experience providing transportation consulting services.
- B. The contractor must be organized for the purpose of providing consulting services and must have a minimum of three (3) years previous experience.
- C. The contractor shall submit a list of three (3) current references, including name of business, address, contact person and phone number (Appendix C) preference will be given to references from other transit agencies or systems.
- D. The contractor must be able to meet all insurance requirements as detailed within the Insurance Requirement section.

II. SCOPE OF WORK: OVERVIEW & BACKGROUND

The County is seeking a consultant(s) that can not only provide the typical qualifications to conduct a comprehensive service analysis, but also have the ability to provide innovation, originality, and creativity in examining and proposing service concepts, potential market expansions, and system efficiencies. The County is soliciting consultant proposals for professional services to create a comprehensive and strategic Transit Master Plan (Plan). This plan should include:

- 1) Transit Service and Facilities Plan, and
- 2) Implementation Strategies including those related to governance and funding

These plans and strategies shall be consistent with and supportive of the mission and vision statement provided to the consultant.

A planning team will be developed that includes representatives from L.E.T.S. staff, the Livingston County Transportation Coalition, Local Coordinating Committee, Local Advisory Council, and major employers. This planning team may also include representatives from Livingston County Board of Commissioners and/or Administration.

Major outcomes of the study will include but not limited to:

- A. **An analysis of the existing system** with appropriate recommendations for enhancements within the service area and an assessment of opportunities with major emphasis given to the following areas in priority order:
 - 1) expand public transportation
 - 2) increase access to health care transportation including non-emergency medical transportation (NEMT)
 - 3) establish scheduled bus service
 - 4) improve walkability and access through expanded bike/walking paths and lanes and
 - 5) establish a commuter service both into and out of Livingston County. This analysis will include substantial input from a wide variety of stakeholder groups, such as community leaders and planners, health care providers, seniors, those with disabilities, commuters, employers, and other providers of core essential services. (Significant preliminary work has been done by L.E.T.S. and LCTC in this area).
- B. **Creation of an integrated and coordinated transportation plan** with linked and synergistic transportation service elements, including coordination of services with all public and private providers. If the final plan identifies feasible and sustainable direct routes and/or line haul routes, a requirement of the plan will be to identify ways to synergistically link transportation services between transportation providers and modes.
- C. **Gather public and stakeholder feedback regarding alternatives.** This stage will go beyond the normal public meetings and will involve more in-depth discussions with various stakeholder groups. The LCTC will provide assistance in securing input from public and stakeholder groups as needed.
- D. **Examination of alternative forms of governance** including the creation of a transportation authority (Countywide or between two or more local units) and/or continuation of a county transportation department, **and recommendation of most efficient and effective governance structure.**
- E. **Examination of past efforts (especially the 2007 study)** to determine why few transportation improvements recommended by previous planning studies were adopted, and recommendations that might help increase the likelihood of implementation of study recommendations in the future.

Additional outcomes would be the development of a five-year service and capital plan, including the creation of a long term plan. The planning process should include a strong and robust community engagement.

Population/Demographics: Livingston County is located in Southeast Michigan, approximately 60 miles West of Detroit and 20 miles North of Ann Arbor, effectively at the crossroads of travel North and South (US 23) and East and West (I 96). Estimated County population of 185,000. The land area of Livingston County is approximately 568 square miles. Median age of Livingston County residents is 40 years and projected to increase significantly as the proportion of seniors grows.

Previous Planning Efforts: In the recent past there has been only one transit planning study. It was completed by the Corradino Group in March 2007. The study was titled “Countywide Public Transportation Improvement Study”.

Current Public Transportation Services: Livingston County (L.E.T.S.) currently provides one type of public transportation service. This service is advanced reservation or dial-a-ride with a small amount of demand response service. L.E.T.S. has a total of twenty-six (26) buses to provide service five (5) days a week with limited service evenings and on Saturdays (2 buses). L.E.T.S. has a total of 42 employees, 32 of which are revenue drivers.

Weekday peak service operates from approximately 6:00 a.m. to 5:00 p.m. with a full contingent of buses. Limited evening service from 5:00 p.m. until 9:00 p.m. operates with just two (2) buses on the road. Saturday service begins at 7:30 a.m. and ends at 4:30 p.m. with two (2) buses on the road. There is currently no Sunday service.

L.E.T.S. provides three (3) special services: 1) Transportation to Work (previously “JARC”) which operates approximately 14 hours per day to transport low-income and elderly passengers to get to work and back week days from 6:30 a.m. to 8:30 p.m.; 2) Out-of-county medical bus which transports a limited number of passengers daily from Livingston County to surrounding counties (mostly to Ann Arbor in Washtenaw County); and 3) Specialized Services which provides state transportation funding to five local non-profit agencies that transport seniors and persons with disabilities. In addition, L.E.T.S has inter-local agreements with several adjoining counties.

Bus services are provided with the support of federal and state expense reimbursements, fare-box returns, and beginning in 2018, a local match from the County General Fund (although there is no guarantee that this will be recurring). Until 2018, L.E.T.S. was unable to access nearly a half million dollars in awarded Federal grant dollars annually due to the lack of local assistance. L.E.T.S. annual operating budget is approximately \$3.2 million. L.E.T.S. provided approximately 153,000 passenger trips during the calendar year 2016. Hours and miles of service were approximately 39,400 and 789,300 respectively.

Two additional public transit agencies operate within Livingston County to meet excess or specialized demand that L.E.T.S. cannot accommodate. People’s Express of Whitmore Lake is operated by the Northfield Human Services Agency and augments L.E.T.S. service in the southeastern corner of the county. MTA Flint operates a major commuter service for Genesee County residents who are employed at Livingston County businesses (this service provided 131,740 trips between Genesee and Livingston County in FY 2017).

III. SCOPE OF WORK: DESCRIPTION OF WORK TO BE PERFORMED

Before submitting a proposal, firms shall carefully examine the scope of work and shall fully

inform themselves as to all existing conditions and limitations and shall describe in the proposal all items requested included project schedule. The consultant shall complete and submit the Tasks 1-6 detailed below no later than **June 30, 2018**:

Task 1 – Data Collection/Analysis

Review and analyze initial information, data, and documentation provided/obtained and conduct internal research. This research should provide a firm understanding of the current state of the county and its public transportation, and also the projected changes in the county including demographics (especially population and age), business and workforce development and congestion. Develop an overview of L.E.T.S. that identifies current service structure (how service is delivered)/levels, infrastructure, organizational structure, financial condition, and public transportation perceptions, desires and needs of L.E.T.S.

The County will make every effort to assist and will provide at least the following information to the successful contractor

- L.E.T.S. System Budget
- Livingston County area demographics and readily available statistics
- Contact Information
- Current transportation service information and statistics
- 2007 Planning Study
- Last FTA Triennial Review
- “Transit 101”
- In addition, L.E.T.S. and LCTC will provide the following information that relates to transportation needs and desires in Livingston County:
 - L.E.T.S. data on unmet requests
 - People’s Express unmet requests
 - Data on MTA riders from Flint to Liv Co (While this need is being met now, LETS has a proposal to fund 5 buses to shuttle MTA riders to their final destination in the county.)
 - Any existing transportation plans that are incorporated into the master plan for all of our twenty municipalities and the county’s master plan
 - Transportation plans of each intermediate school district and LESA.
 - Senior survey from two years ago
 - North-south Commuter Rail Study
 - Asset Limited Income Constrained Employed (ALICE) Report
 - Community Needs Assessments from 2015 MAPP
 - LCTC Transportation Survey Results
 - Transportation Strategic Plan from 2014/15
 - CMH, Senior Centers and Catholic Charities transportation data.
 - Report from January 2017 Transportation Summit
 - Minutes from LCTC meetings that focused on specific transportation segments and services:
 - Transportation and Economic Development (June 2017)
 - Transportation and Health Care (August 2017)
 - Non-motorized Transportation (September 2017)
 - Transportation, Schools and Students (October 2017)
 - Transportation Needs Statements created by various stakeholder groups.

Task 2 – SWOT Analysis

Conduct a SWOT (Strengths, Weaknesses, Opportunities, and Threats) analysis of the current public transportation system to isolate and properly categorize

strengths and weaknesses of L.E.T.S. from internal and external perspectives, and opportunities and threats from an external perspective. This would include a comprehensive analysis of the current fare structure including the financial impact of fare increases, transfers, discounted service, free service (e.g., children, students, seniors), and the Federal Transportation Administration's required reduced fare program. This will also include a needs analysis developed through review of needs statements and intensive interaction with stakeholder groups.

Task 3 – Service Goals and Objectives

Develop and recommend goals and objectives for public transportation service including designs and concepts for:

- Demand-response service
- Medical trips (dialysis and NEMT)
- Fixed-route service
- ADA complimentary para-transit service
- Neighborhood-based service
- Commuter Service
- Regional Service
- Any other non-conventional service methods, i.e. bike and walking paths

In addition to an understanding of the current activity, determine any need for service regarding off hour workforce with recommendations to provide greater access to employment opportunities for area residents, including low income, senior citizens, and persons with disabilities. These goals and objectives should also address service effectiveness, ridership projections and service sustainability in order to achieve the mission/vision/value statements. Service recommendations should include vehicle, staffing, and facility requirements.

Task 4 – Financial Plan

Develop a five-year financial plan that is consistent with the County's priority based budgeting approach and will help achieve the goals and objectives of this study. The plan should include recommended changes to the fare structure, operating and capital costs, revenue projections, and identify possible alternative funding sources (e.g., 5311 grants).

Task 5 – Governance Plan

Examination of alternative forms of governance including the creation of a transportation authority (Countywide or between two or more local units) and/or continuation of a county transportation department, and recommendation of most effective governance structure.

Task 6 – Schedule/Work Plan

The consultant shall provide a comprehensive schedule and detailed work plan for completing the above tasks including:

- Initial kick-off meeting with representatives of L.E.T.S. (and the County – as desired) to ensure the groundwork for moving forward is in place
- Milestones
- Planning team review process
- Frequency and purpose of field visits, etc.
- Continual contact with L.E.T.S. and County Staff
- At least three (3) formal presentations to the Public Transportation Committee (made up of four County Commissioners) at a to-be-determined time and date.

- No less than three (3) public meetings shall be held at different times of the day, different days of the week, and at different locations.
- Work plan should include any additional expectations from Livingston County (L.E.T.S.).

TIMETABLE AND BUDGET

At the start of the project, the Consultant will be expected to produce a project timetable that lists major tasks with their starting and ending dates. Meetings and deliverables should be included as milestones on the timetable. The Consultant shall update and resubmit the timetable as conditions warrant. At the start of the project, the Consultant will provide a task-by-task budget. The budget will be constructed in a way that allows the consultant and Livingston County to monitor project financial performance and take corrective actions in a timely manner. The desired timetable for project completion is 6-8 months from the date of contract execution. Consultants may, however, propose a longer timeline if they feel the proposed work cannot be completed within the 6 to 8-month period.

PROJECT MANAGEMENT AND REPORTING

The Consultant will submit regular progress reports to Livingston County indicating the status of the project relative to the original budget and timeline. The progress reports shall note any instances of expected deviations from the original project budget and timeline, and shall either describe corrective actions, or offer a revised budget and timeline to meet the new circumstances. Adjustments to the total budget will be strongly discouraged, but re-allocation of existing budget among tasks will be considered.

EVALUATION CRITERIA

All proposals received will be evaluated by the County for selection purposes. The following main categories, listed in relative order of importance, will be reviewed and evaluated for award determination and recommendation.

1. QUALIFICATIONS

- A. Describe the qualifications of your firm; years in business; experience and strengths in developing master plans (Appendix A)
- B. Describe your work on similar projects, including discussion and evidence of successful Transit Master Plans that Consultant has developed. Consultant must state what metrics it used to determine the TMPs have been successful. (Appendix A)

2. EXPERIENCE

- A. Provide a minimum of three (3) references, preferably public transit or government agencies, that the firm has provided similar services to. Include the address, phone number, email address, and contact name for the clients. (Appendix C)
- B. Responding companies must demonstrate that personnel to be assigned to the project have experience related to the requirements set forth in the Scope of Work. For the key professional personnel who will be assigned to this contract, please provide a description to their qualifications and experience. Please include their resumes and detail any relevant specialized training or certificates (Appendix A)

3. PROPOSED WORK PLAN

- A. Describe your general approach you'd use to develop our master plan.
- B. Please include a project schedule and timeframes for completion of each task detailed within the scope of work.

AWARD

Based upon the Evaluation Criteria described above, a Review Committee will evaluate submitted proposals. The County will award the contract to the most responsive, responsible proposer having proven experience as described herein. The County reserves the right to award this contract not necessarily to the proposal with the lowest price but to the proposal that demonstrates the Best Value by the process described in the Introduction.

The price proposed shall be considered firm and cannot be altered after receipt per the terms of this proposal. All proposals will be reviewed and the recommendation for a selection will be made to the Livingston County Board of Commissioners. Final approval will be granted by the Board of Commissioners.

The County may make a determination that the rejection of all proposals for sound, documentable, business reasons is in the best interest of Livingston County. Livingston County will not pay for any information herein requested, nor is it liable for any costs incurred by the proposer. The successful contractor shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from Livingston County. The successful proposer will perform all services indicated in the RFP and in compliance with the negotiated contract.

In the event a contract ensures, the contents of this RFP and the vendor's response will become contractual obligations. Failure of the successful contractor to accept these obligations may result in cancellation of the award.

PRE-AWARD PROTEST PROCEDURE

Protests about the proposal specifications or procedure must be submitted in writing. The pre-award protest must be received by the Livingston County Purchasing Department, located at 304 E. Grand River Ave., Suite 204, Howell, MI 48843. This written protest must be received by the County no later than the questions close deadline stated in the Calendar of Events. The County must issue its written decision response via an official addendum no more than ten (10) business days from the day the protest was received.

PROPOSAL PROTEST PROCEDURE

Protests about the proposal award must be in writing. This written protest must be received by the Livingston County Purchasing Department, located at 304 E. Grand River Ave., Suite 204, Howell, MI 48843. This written protest must be received by the County no later than ten (10) business days after notification to all bidders of the contract award decision. The County must issue its written decision no more than ten (10) business days from the day the written protest was received.

WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a proposer, or authorized representative, provided their identity is made known and a receipt is signed for the RFP but only if the withdrawal is made prior to the stated Proposal deadline. No proposal may be withdrawn for at least 60 days after submission deadline except the successful company whose prices shall remain firm for the entire contract period. In case of error by the proposer in making up a proposal, the Purchasing Office staff may, by discretion, reject such a proposal upon presentation of a letter by the proposer which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

TAXES & PAYMENT TERMS

Livingston County is exempt from Federal Excise and State Sales Tax. The County's tax number

is 38-6005819. Contractor is required to pay all applicable taxes lawfully assessed in connection with its performance of this Contract. The County shall make payment to the Contractor within 10 days of the receipt of payment from MDOT.

INDEMNIFICATION AND HOLD HARMLESS

The Contractor whose proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless Livingston County, its elected and appointed officers, employees and agents from all claims, damages (including but not limited to direct, indirect, incidental, consequential, special and punitive damages), costs, lawsuits and expenses including, but not limited to, all costs from administrative proceedings, court costs, and attorney fees, that they may incur as a result of any acts, omissions or negligence of the selected firm, its employees or agents or its subcontractors of sub-subcontractors, or any of their officers, employees or agents which may arise out of the contract.

The Contractor's indemnification responsibilities shall include the sum of damages, costs and expenses which are in excess of the sum paid out on behalf of or reimbursed to Livingston County or its elected and appointed officers, employees, agents or by the insurance coverage obtained and/or maintained by the selected firm pursuant to the requirements of this RFP and the contract entered into.

EQUAL EMPLOYMENT OPPORTUNITY

The Contractor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relates to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Contractor agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Contract, will state that all qualified applicants will receive consideration for employment without regard to race, color, sex, national origin, disability, age, height, weight, marital status and religion.

NONDISCRIMINATION

The Contractor, its contractors and subcontractors, as required by law, shall not discriminate against an employee or applicant for 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, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this Section shall be regarded as a material breach of the contract.

GOVERNING LAW AND VENUE

The Contractor shall be governed by the laws of the State of Michigan. In the event any actions arising under the Contract are brought by or against the County of Livingston, the venue for such actions 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 the Contract in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Eastern District, Southern Division.

COMPLIANCE WITH LAWS AND REGULATIONS

The Contractor shall render the services required by this RFP in complete compliance with all applicable Federal, State and local laws, ordinances, rules and regulations, and the Grant(s) Agreement. The Contractor shall also comply with all policies, rules and regulations of the Livingston County Court(s) and orders issued by the Court(s) which relate to the specific services to be provided under this RFP.

INTEREST OF CONTRACTOR AND COUNTY

The Contractor assures that they have no interests which would conflict with the performance of services required by the Contract. The Contractor also assures that, in the performance of the Contract, no officer, agents, employee of the County of Livingston, or member of its governing bodies, may participate in any decision relating to the Contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply where specifically exempt under Michigan Law.

ADVERTISING

Contractor shall not advertise, issue a press release or otherwise publish information concerning this RFP or contract without prior written consent of the County. The County shall not unreasonably withhold permission.

ROYALTIES, PATENTS, COPYRIGHTS, NOTICES AND FEES

Contractor shall give all notices and pay all royalties and fees. Contractor shall defend all suits or claims for infringement of any patent rights and shall save the County harmless from loss on account thereof. Contractor shall comply with all laws, ordinances and codes applicable to any portion of the work. All services, information, computer program elements, reports, and other deliverables that are created under this Agreement shall be the property of the County. The Contractor shall place no restrictions on the County with regard to the distribution of any of these materials; the County shall have full, unrestricted rights to make and distribute unlimited copies of any services, information, computer programs/elements, reports, or any other deliverable. Patents for any item created under this contract shall be assigned to the County

SUBCONTRACTING OR ASSIGNMENT OF CONTRACT OR CONTRACT FUNDS

Once awarded, this Contract shall not be subcontracted or any part thereof assigned without the express written approval of the County Purchasing Agent. In no case; however, shall such approval relieve the Contractor from his obligations or change the terms of the Contract. The Contractor shall not transfer or assign any Contract funds or claims due or to become due without the advance written approval of the County Purchasing Agent. The unauthorized subcontracting or assignment of the Contract, in whole or in part, or the unauthorized transfer or assignment of any Contract funds, either in whole or in part, or any interest therein, which shall be due or are to become due the Contractor shall have no effect on the County and are null and void.

The Contractor shall identify any and all contractors and subcontractors it intends to use in the performance of the Contract. All such persons shall be subject to the prior approval of the County.

The contractor and its employees, contractors, subcontractors, agents and representatives are, for all purposes arising out of the contract, independent contractors and not employees of the County. It is expressly understood and agreed that the Contractor and its employees, contractors, subcontractors, agents and representatives shall in no event as a result of the

contract be entitled to any benefit to which county employees are entitled; including, but not limited to, overtime, retirement benefits, worker's compensation benefits and injury leave or other leave benefits.

FEDERAL TERMS AND CONDITIONS

All applicable federal terms, as attached to this solicitation, are hereby incorporated as a material part of this contract. In cases of conflict between terms in this agreement, the federal terms shall prevail (Attachment 1).

INSURANCE REQUIREMENTS

The contractor, or any of their subcontractors, shall not commence work under this contract until they have obtained the insurance required under this paragraph, and shall keep such insurance in force during the entire life of this contract. All coverage shall be with insurance companies licensed and admitted to do business in the State of Michigan and acceptable to Livingston County. The requirements below should not be interpreted to limit the liability of the Contractor. All deductibles and SIR's are the responsibility of the Contractor. The Contractor shall procure and maintain the following insurance coverage:

Worker's Compensation Insurance including Employers' Liability Coverage, in accordance with all applicable statutes of the State of Michigan.

Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than **\$1,000,000** per occurrence and aggregate. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors Coverage; (D) Broad Form General Liability Extensions or equivalent, if not already included; (E) Deletion of all Explosion, Collapse, and Underground (XCU) exclusion, if applicable.

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

Professional Liability insurance in an amount not less than \$1,000,000 per occurrence and aggregate. If this policy is claims made form, then the contractor shall be required to keep the policy in force, or purchase "tail" coverage, for a minimum of 3 (three) years after the termination of this contract.

Additional Insured Commercial General Liability and Automobile Liability, as described above, shall include an endorsement stating the following shall be ***Additional Insured's***. Livingston County, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and board members, including employees and volunteers thereof. It is understood and agreed by naming Livingston County as additional insured, coverage afforded is considered to be primary and any other insurance Livingston County may have in effect shall be considered secondary and/or excess.

Cancellation Notice:

All policies, as described above, shall include an endorsement stating that is it understood and agreed thirty (30) days, ten (10) days for non-payment of premium, Advance Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change shall be sent to: Livingston County, ATTN: Purchasing 304 E. Grand River Ave., Suite 204 Howell, MI 48843.

Proof of Insurance Coverage:

The Contractor shall provide Livingston County, at the time that the contracts are returned by him/her for execution, a Certificate of Insurance as well as the required endorsements. In lieu of required endorsements, if applicable, a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned above shall be furnished, if so requested.

If any of the above coverage(s) expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to Livingston County at least ten (10) days prior to the expiration date

The required Certificate of Liability Insurance and endorsements must be submitted to the Purchasing Office upon a fully executed written agreement. The Insurance Certificate and endorsements may be faxed or emailed to: **517.546.7266** or purchasing@livgov.com.

NOTE: Failure on the part of any proposer to contact his/her insurance carrier to verify that the insurance carried by the proposer meets Livingston County's specifications shall result in this proposal being completed incorrectly.

OTHER: Sole proprietors or partnerships shall provide proof of Worker's Compensation Insurance or Notice of Exclusion from Workers' Compensation as required by law.

Any company who claims Workers' Compensation Exclusion is required to have a **Notice of Exclusion from the Michigan Department of Energy, Labor & Economic Growth, and Workers' Compensation Agency** on file.

Below is the contact information necessary to request a Notice of Exclusion form (WC-337).
Michigan Department of Energy, Labor & Economic Growth
Workers' Compensation Agency
PO Box 30016
Lansing, MI 48909
(517) 322-1195

Once you have a WC-337 form on file with the State of Michigan, a copy may be faxed or emailed to: **517.546.7266** or purchasing@livgov.com.

QUESTIONNAIRE

Vendor must complete in detail the enclosed questionnaire of pertinent information concerning the Vendor's qualifications. Questionnaire must be returned with proposal response (Appendix A). Failure to do so may be considered just cause to reject Proposal for failure to meet specification.

SIGNATURE PAGE

The Signature Page shall be completely filled out and returned with the proposal submission. A representative of your company who is authorized to bind your company must sign the Signature Page. Include any exclusion(s) to this RFP in the area provided on the Signature Page (Appendix D).

APPENDIX A: VENDOR QUESTIONNAIRE

In a separate tab marked Appendix A, please provide a response to each of the below inquiries:

1. Please describe the qualifications of your firm (i.e. years in business; experience and strengths in developing master plans).
2. For the key professional personnel who will be assigned to this contract, please provide a description to their qualifications and experience. Please include their resumes and detail any relevant specialized training or certificates.
3. Describe your work on similar projects, including discussion and evidence of successful Transit Master Plans (TMP) that your firm has developed. Please describe the metrics used to determine the success of the TMP(s) developed.
4. Describe your general approach you'd use to develop our master plan. Please include a sample project schedule with timeframes for completion for each task detailed within the scope of work.

APPENDIX B: PROPOSAL PRICE SHEET

VENDOR NAME: _____

The Appendix B: Proposal Price Sheet **must** be submitted with the proposal in a separate, sealed envelope. **Failure** to submit this document in a separate, sealed envelope will result in the **immediate disqualification** of the proposer as non-responsive.

Please provide not-to-exceed all-inclusive prices and estimated completion dates for each deliverable below.

Deliverable	Not to Exceed Price	Estimated Completion Date
Task 1: Data Collection / Analysis		
Task 2: SWOT Analysis		
Task 3: Service Goals and Objectives		
Task 4: Financial Plan		
Task 5: Governance Plan		
Task 6: Schedule/Work Plan		

Please Note: All-inclusive means just that; no additional fees for materials, time, travel, meals, expenses, subcontractors, overhead, or any other potential fees not previously itemized will be accepted or paid for in the event of invoice.

GRAND TOTAL (Tasks 1-6) \$ _____

Total bid should not exceed \$150,000.00

Please indicate the Project Completion date for all tasks:

Please provide the hourly rate for requested services beyond the scope of work (not used for point assignment in evaluation): \$ _____ per hour

APPENDIX C: VENDOR REFERENCE INFORMATION

Vendor Name: _____

Reference 1:

Company Name: _____ _____	Date (s) & Type of Services: _____ _____ _____
Contact Name: _____	Contact Address: _____ _____ _____
Contact E-Mail Address: _____	Contact Phone Number: _____

Reference 2:

Company Name: _____ _____	Date (s) & Type of Services: _____ _____ _____
Contact Name: _____	Contact Address: _____ _____ _____
Contact E-Mail Address: _____	Contact Phone Number: _____

Reference 3:

Company Name: _____ _____	Date (s) & Type of Services: _____ _____ _____
Contact Name: _____	Contact Address: _____ _____ _____
Contact E-Mail Address: _____	Contact Phone Number: _____

APPENDIX E: CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012

I certify that neither _____ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, are an "Iran Linked Business" engaged in investment activities of \$20,000,000.00 or more with the energy sector of Iran, within the meaning of Michigan Public Act 517 of 2012. In the event it is awarded Contract as a result of this Invitation to Proposal, Company will not become an "Iran linked business" during the course of performing the work under the Contract.

NOTE: IF A PERSON OR ENTITY FALSELY CERTIFIES THAT IT IS NOT AN IRAN LINKED BUSINESS AS DEFINED BY PUBLIC ACT 517 OF 2012, IT WILL BE RESPONSIBLE FOR CIVIL PENALTIES OF NOT MORE THAN \$250,000.00 OR TWO TIMES THE AMOUNT OF THE CONTRACT FOR WHICH THE FALSE CERTIFICATION WAS MADE, WHICHEVER IS GREATER, PLUS COSTS AND REASONABLE ATTORNEY FEES INCURRED, AS MORE FULLY SET FORTH IN SECTION 5 OF ACT NO. 517, PUBLIC ACTS OF 2012.

(Name of Company)

By: _____

Date: _____

Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20_____.

_____, Notary Public,

_____, County, State of Michigan

My Commission Expires: _____

APPENDIX F: CERTIFICATION OF PRIMARY PARTICIPANT REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS

The Primary Participant (applicant for a FTA grant or cooperative agreement, or potential contractor for a major third party contract), _____ certifies to the best of its knowledge and belief, that it and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
2. Have not within a three-year period preceding this Bid been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
4. Have not within a three-year period preceding this application/Bid had one or more public transactions (Federal, State or local) terminated for cause or default.

If the primary participant (applicant for a FTA grant, or cooperative agreement, or potential third party contractor) is unable to certify to any of the statements in this certification, the participant shall attach an explanation to this certification.

THE PRIMARY PARTICIPANT (APPLICANT FOR FTA GRANT OR COOPERATIVE AGREEMENT OR POTENTIAL CONTRACTOR FOR A MAJOR THIRD PARTY CONTRACT), _____, CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED ON OR WITH THIS CERTIFICATION, ON THIS **DATE** _____, AND UNDERSTANDS THAT THE PROVISIONS OF 31 U.S.C. SECTIONS 3801 ET SEQ. ARE APPLICABLE THERETO.

APPENDIX G: PROPOSAL SUBMISSION CHECKLIST

To enable consistent Proposal evaluation, the following Proposal Contents/Format has been developed. **FAILURE TO SUBMIT THE REQUESTED DOCUMENTS COULD RESULT IN DETERMINING THE SUBMISSION AS NON-RESPONSIVE AND REJECTED.**

Complete?	Item Description
	Appendix A – Vendor Questionnaire
	Certificate of Insurance & W-9
	Appendix B – Proposal Price Sheet (must be in a separate, sealed envelope)
	Appendix C – Vendor Reference Information
	Appendix D – Signature Page
	Appendix E – Certificate of Compliance with Public Act 517 of 2012
	Appendix F – Certification of Primary Participant Regarding Debarment, Suspension, and Other Responsibility Matters
	Appendix G – Proposal Submission Checklist
	Attachment 1 – Professional A&E More than \$100,000 MDOT form 3160 (07/12)
	Addendum Signature Page (s) *(If applicable)

SUBMITTED PROPOSAL CONTAINS ALL COMPLETED FORMS/CERTIFICATIONS AS LISTED ABOVE

Authorized Signature _____

Printed Name of Authorized Representative: _____

Title: _____

Date _____

ATTACHMENT 1: PROFESSIONAL AND A&E MORE THAN \$100,000