

Ottawa County Parks' Ottawa Sands' Wetlands Projects

Request for Proposal –OCP Ottawa Sands' Wetlands, 2022



**Ottawa County Parks &
Recreation Commission**

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SECTION I

1.1 INTRODUCTION

Ottawa County Parks and Recreation Commission (OCP) is seeking a contractor to engineer and construct 2,500 linear feet of shoreline around an 80-acre sand mine lake and restore six acres of coastal wetland at Ottawa Sands Park, Ferrysburg, Ottawa County, Michigan.

Ottawa Sands is a 345-acre park that recently had an active sand mining operation. A wetland assessment, conducted as part of the Master Planning process in 2020, made recommendations to improve the park's natural features. Among the highest priorities is a project to enhance the littoral zone around a portion of the artificial lake. The recommendations also includes restoring a dunal wetland, that was filled in as part of the closing of the sand mine.

Please carefully review this document. It provides information necessary to aid participating bidders in formulating a thorough response. A formal, comprehensive review period will be conducted to ensure that the County selects the best possible vendor that will provide the best value and service.

1.2 OBJECTIVES

1.2.1 Soften 2,500 linear feet of shoreline around an 80-acre sand mine lake at Ottawa Sands Park

After mining was stopped, the man-made lake was left with a shoreline with an average of 3:1 slope. Comparatively, natural slopes within coastal wetlands of the Great Lakes range between 10:1 to 20:1. Ottawa County Parks is working with Michigan Department of Natural Resources, Audubon Great Lakes and other biologists to create an emergent wetland that will provide habitat for shoreline and marsh birds, warm-water fish species and other nongame species. To accomplish the shoreline, it is estimated that 35-65 feet of the existing shoreline will need to be cut back where there currently isn't shoreline. The new shallow pitch will build resiliency to climate change by incorporating a greater range of shorelines for the changes in precipitation and water levels that are projected.

Ottawa County Parks and Recreation's staff are seeking an ecological consulting company to engineer, permit and construct 2,500 linear feet of wetlands, equating to approximately 1/3 of the lake's shoreline based on the recommendations of OCPR and this project's partners.

1.2.2 Restoration of dunal wetland (6 acres)

As part of the closing of the sand mine, a lagoon, that was functioning as a dunal wetland, was filled in. This area will be regraded to restore this important ecosystem. Once the seedbank is expressed, native seeds and plugs will be added if needed. Additionally, invasive species, such as *Phragmites australis* will be managed by Ottawa County Park staff.

Ottawa County Parks and Recreation's staff are seeking an ecological consulting company to engineer, permit and restore the six acres of dunal wetland. Invasive species removal will be performed by OCPR staff and volunteers.

1.3 BIDDING PROCESS

1.3.1 The following is a schedule of events for the bid process:

- Distribution of packets August 8, 2022
- Bid proposals due August 31, 2022
- Notification of Award on or before September 16, 2022
- Project Deadline November 30, 2023

1.3.2 Request for information or questions regarding matters related to the RFP should be directed by E-mail to:

Melanie Manion
mmanion@miottawa.org

1.3.3 Email proposals no later than 4:30 p.m. on August 31, 2022 to:

Attn.: Melanie Manion
mmanion@miottawa.org

1.3.4 Proposal shall be clearly marked with the subject line: **** OCP Ottawa Sands' Wetlands 2022****

1.3.5 The Proposal Response Cover Sheet (attachment A) shall be completely filled out and returned with the proposal submission. A representative of your company who is authorized to commit your company to the requirements of this proposal must sign the Cover Sheet.

1.3.6 Any proposals received after the submission date and time will be considered void and unacceptable.

1.3.7 The respondent shall be responsible for the timely delivery of any response.

1.4 PROPOSAL CONTENT

Proposals must be submitted in the format outlined below, and identified with section headings. Attachments should be limited to materials that are considered essential for clarification purposes.

1.4.1 The first page of each vendor's response should include the **Proposal Response Cover Sheet** (attachment A) on their letterhead signed by the vendor's representative who is authorized to bind the vendor contractually.

1.4.2 The second page of each vendor's response should be a **Cost Summary Sheet**, the summary shall clearly identify the grand total for the entire project.

1.4.3 Please provide a **Project Summary** which includes the following:

1.4.3.1 Narrative. Responses must include a narrative summary of the proposed effort and of the work to be delivered. Information to include in this section is as follows:

Business Organization: State the full name and address of your organization. Indicate whether it operates as an individual, partnership or corporation; if as a corporation, include the state in which it is incorporated. State whether the organization is licensed to operate in the State of Michigan. List all subcontractors by name and address, contact person and complete description of the work to be subcontracted. Include a description of the subcontract organization and ability to carry out the work.

Experience with wetland creation and restoration: Describe your knowledge level and experience creating and restoring coastal wetland ecosystems, including permitting.

Timeline: Describe your intended timeline for completing the project.

Other information: Include any other information which may be pertinent which is not specifically asked for elsewhere.

1.4.3.2 Previous Experience. This section is for indicating your firm's previous experience and history of involvement with the type of work described in this RFP. Responses must include project descriptions, costs, as well as start/completion dates of finished projects relevant to this RFP. Additionally, include client firm name, address, telephone number, and appropriate point of contact (Attachment B). **We are seeking demonstrated experience in each item outlined in this RFP.**

1.4.3.3 Terms: Vendors will specify terms under which they intend to invoice for the goods and services in their proposal. Any invoices should provide terms of 30 days.

1.4.3.4 Budget: The information requested in this section is required for OCP use in reviewing the viability of your quotation. Use the following guidelines:

Cost to be on a not-to-exceed basis. Expenses beyond the proposed not-to-exceed cost shall be the consultant's responsibility.

This will be paid for with \$450,000 of grant funding.

1.5 AWARD

The Natural Resources Manager and other relevant OCP staff will evaluate the proposals and award purchase order. The evaluation and award of this proposal shall be rated on the following criteria:

Points

40 *Content of Proposal:* The proposal will be reviewed for accuracy, completeness, and compliance with requirements of the RFP.

20 *Organizational History and Capability:* Assessment of the individual or organizations ability to perform the project's objectives.

20 *Professional Personnel:* Review of the competence of professional personnel who would be assigned to the project. Qualifications will be measured by education, experience and credentials.

20 *Estimated Budget:* The budget will be reviewed for consistency with current market fees for services provided by similar organizations or individuals.

The prices proposed shall be considered firm and cannot be altered after receipt of the proposal by the County per the terms of this RFP.

The County may make a determination that the rejection of all proposals is in its best interest.

The successful contractor(s) shall commence work only after receiving written notification to proceed from the County. The successful bidder(s) will perform all services indicated in the bid packet and in compliance with the negotiated contract.

1.6 AGREEMENT PROCEDURES AND AGREEMENT PERIOD

1.6.1. Procedures

The extent and character of the services to be performed by the contractor shall be subject to the general control and approval of Ottawa County Parks and Recreation Commission or authorized representative(s). The firm shall not comply with requests and/or orders issued by other than the OCP or authorized representative(s) acting within their authority for the County. Any change to the purchase order must be approved in writing by the Ottawa County Parks and Recreation Commission and the Contractor.

1.6.2. Project Period

The project shall be completed from October 7, 2022 to November 30, 2023.

1.6.3. Billing

Invoices shall be submitted to:

Ottawa County Parks and Recreation Commission
12220 Fillmore St.
West Olive, MI 49460

SECTION II

2.1. RESERVATION OF RIGHTS

The County reserves the right to reject any and all proposals, to award the agreement to other than the low proposal, to award separate agreements for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities and/or formalities, and in general to make an award in the manner as determined to be in the County's best interest.

2.2. TAXES, TERMS AND CONDITIONS

The County is exempt from Federal Excise and State Sales Tax. The County's Federal ID number is 38-6004883. Payment Terms are invoices received by the Fiscal Services Department by the 15th of the month will be paid on or before the 15th of the following month.

2.3. MINIMUM QUALIFICATIONS

Bidders shall demonstrate they have experience with wetland restoration and have the resources and capability to perform duties as described herein. Failure to meet the minimum qualifications is ample cause for the bidder to be deemed non-responsive.

Bidders shall provide, at a minimum, three (3) comparable references (Attachment B) of which similar work has been performed. These references shall be from work performed of similar volume and frequency.

2.4. COST OF DEVELOPING PROPOSAL

The Respondent shall be responsible for all costs incurred in the development and submission of this response. The County assumes no contractual obligation as a result of the issuance of this RFP, the preparation or submission of a response by a Respondent, the evaluation of an accepted response, or the selection of finalists. The County shall not be contractually bound until the County has issued a purchase order.

2.5. PROPOSAL OWNERSHIP

All proposals, including attachments, supplementary materials, addenda, etc. shall become the property of the County and will not be returned to the Respondent.

2.6. CONFIDENTIALITY

All responses, inquiries, and correspondence relating to this RFP and all reports, charts, displays, schedules, exhibits, and other documentation produced by the Respondent that are submitted to the County, as part of the proposal or otherwise, shall become the property of the County when received by the County and may be considered public information under applicable law.

2.7. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a bidder, or authorized representative, provided their identity is made known and a receipt is signed for the bid, but **only** if the withdrawal is made prior to the stated bid deadline. In case of error by the bidder in making a bid, the Fiscal Services Department staff may, by discretion, reject such a proposal upon presentation of a letter by the Bidder which sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

2.8. EQUAL OPPORTUNITY

The County of Ottawa will make every effort to ensure that all Respondents are treated fairly and equally throughout the entire review, and selection process. The procedures established herein are designed to give all parties reasonable access to the same basic information.

2.9. INSURANCE REQUIREMENTS

Prior to starting this contract, the Contractor shall deposit with the Ottawa County, Michigan Insurance Authority a certificate from the insurer to the effect that the insurance policies required in the paragraphs below have been issued to the Contractor. By signing and returning Attachment A, the vendor is agreeing to provide evidence of the following coverage.

Contractor(s) must maintain the following insurance during the project:

The vendor is indemnifying and holding harmless the County, its employees, agents and volunteers against and from all claims, judgments, losses, damages, payments, costs and expenses of every nature and description including attorney's fees arising out of or resulting from the vendor's performance or nonperformance of the work described.

Worker's Compensation and Employers' Liability

Workers' Compensation Limits	Michigan Statutory
Employers' Liability Limits	\$500,000 Each Accident
	\$500,000 Each Employee, Injury by Disease
	\$500,000 Policy Limit, Injury by Disease

Commercial General Liability

Limit of Liability	\$1,000,000 Each Occurrence
	\$2,000,000 Aggregate

There shall be no Products/Completed Operations or Contractual Liability exclusion. The County is to be named as an additional insured on a primary basis, and this additional insured status shall NOT terminate upon completion of the project/work.

Automobile

Residual Liability Limit	\$1,000,000 Each Accident
Personal Injury Protection	Michigan Statutory
Property Protection Insurance	Michigan Statutory

Coverage shall apply to any auto, including owned, non-owned, and hired. There shall be no Contractual Liability exclusion.

Please provide a certificate of insurance detailing your coverage which meets the above requirements. The certificate must indicate that insurers will provide us written notice 30 days prior to terminating any policy.

Additional Insured Endorsement to the Commercial General Liability policy must accompany the certificate, OR the Certificate must state that the General Liability policy includes a blanket additional insured provision on the primary basis for any entity required by contract or agreement to be an additional insured.

2.10. TERMS AND CONDITIONS

LAWS - This agreement shall be governed by, and construed in accordance with the laws of the State of Michigan and any service or product herein shall so comply.

INSURANCE - The vendor must provide a Certificate of Insurance as outlined in section 2.9
INSURANCE REQUIREMENTS

TERMINATION - Time and convenience of the County is of the essence. Repetitive substantiated complaints of delays, inefficient operating procedures, poor service and/or incorrect billings may be grounds for termination of the contract in whole or in part.

Either party may cancel this Agreement for any reason upon giving the other party sixty (60) days prior written notice. Such notice shall be sent to the last known address of the party to be notified.

The County may, without prejudice to any right or remedy, and without the necessity of giving the sixty (60) day notice provided above, terminate this Agreement for cause in the event Contractor fails to fulfill, in a timely or satisfactory manner, any of the Terms and Conditions set forth in this Agreement, and fails to cure any default after seven (7) days written notice from the County of such default or breach.

2.11. RIGHT TO INSPECT

The County may, at reasonable times, inspect the work site of the contractor which is pertinent to the performance of a contract.

2.12. RIGHT TO AUDIT

The County may at reasonable times and places, audit the books and records of any contractor who has submitted cost or pricing data as a part of its response, to the extent that such books and records are pertinent to such cost or pricing data for a period of three years from the date of final payment under the contract. The County shall be entitled to audit the books and records of a contractor or subcontractor other than a firm fixed-price contract to the extent that such books and records are pertinent to the performance of such contract or subcontract. Such books and records shall be maintained by the contractor for a period of three years from the date of final payment under a prime contract and by the subcontractor for a period of three years from the date of final payment under a subcontract.

2.13. ASSURANCES

Any contract awarded under this RFP must be carried out in full compliance with Title VI of the Civil Rights Act of 1964 and regulations of the U.S. Department of Health, Education and Welfare, issued thereunder; and must be in compliance with the policies and procedures established or followed by the OCHD.

2.14. ECONOMY PREPARATION

Proposals should be prepared simply and economically, providing a straight-forward, concise description of the contractor's ability to meet the requirement of the RFP. Fancy bindings, colored displays, promotional materials are not desired. Emphasis should be on completeness and clarity of content.

2.15. EXCEPTIONS

In the event a Respondent desires to take exception to any term or condition set forth in the RFP and any of its Attachments, said exceptions must be clearly identified in the response to this RFP. **Exceptions or deviations to any of the terms and conditions must not be added to the proposal pages but must be a separate document accompanying Respondent's proposal identified as "exceptions."**

Attachment A

County of Ottawa Request for Proposal

Ottawa Sands' Wetlands 2022

PROPOSAL RESPONSE COVER SHEET

ALL PROPOSALS MUST INCLUDE THIS COVER SHEET

(or THIS COVERSHEET REPRODUCED ON LETTERHEAD)

TO: Ottawa County Parks and Recreation Commission
12220 Fillmore Street
West Olive, MI 49460

FROM:

Company name

an individual, **a partnership**, **a corporation** (*please mark appropriate box*), duly organized under the laws of the State of _____.

The undersigned, having carefully read and considered the Request for Proposal to provide ecological management services, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached proposal, including, by reference here, the County's RFP document.

BY _____
(Signature of authorized representative)

(Please Print Name and Title)

PRINCIPAL OFFICE ADDRESS:

Street Address _____

City _____ County _____

State _____ Zip Code _____

Telephone (_____) FAX (_____)

Email address _____

Taxpayer Identification Number _____

Attachment B
Vendor Reference Information
OTTAWA COUNTY

Ottawa Sands' Wetlands 2022

Bidders Name: _____

PRINT CLEARLY

Company Name:	Contact Name:
Type of Supplies/Service(s) Provided:	Contact Phone Number:
Date of Services:	Contact Address:

Company Name:	Contact Name:
Type of Supplies/Service(s) Provided:	Contact Phone Number:
Date of Services:	Contact Address:

Company Name:	Contact Name:
Type of Supplies/Service(s) Provided:	Contact Phone Number:
Date of Services:	Contact Address:

Attachment C

Natural Communities Map of Ottawa Sands Park.

