



AGENDA

CITIZENS COMMITTEE FOR PARKS AND RECREATION SERVICES

7:30-9:00AM

AUGUST 10, 2011

**Kent County Commission Board Room (Room 310)
County Administration Building
300 Monroe N.W., Grand Rapids**

1. Welcome & Introductions -
2. Review Charge of the Committee
3. Review Project Timeline and Proposed Project Steps
4. Review/Discuss RFP for Consultant and Selection Process
5. Other Business
6. Next Steps/Meeting Date



**FISCAL SERVICES DEPARTMENT
PURCHASING DIVISION**

Jon Denhof, Division Manager

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SOLICITATION

Requesting Agencies	Kent County
Solicitation Type	Request for Proposal
Solicitation Number	TBD
Description	Consulting Services – Multi-Jurisdictional Parks Study
Date of Issuance	TBD
Open Date	TBD
Open Time (local)	TBD
Purchasing Website	www.accesskent.com (Departments: Purchasing)

It is the intent of Kent County to enter into a contract with a qualified consultant to analyze and prepare a comprehensive review of the operational structure, services, and resources of parks and recreation services and systems throughout Kent County and to make appropriate recommendations so as to continue to efficiently support a high quality of life for citizens of Kent County.

Together, Kent County and the 21 townships, 9 cities, and 5 villages within the county manage and operate more than 11,000 acres of parkland and 25 miles of multi-jurisdictional trail, and provide numerous recreational services and programs. To fund, operate, and maintain these services, it is estimated that in FY2010 the combined municipalities had expenditures in excess of \$22 million; with the cities and the county expending nearly 87% of that amount. The completion of this multi-jurisdictional study seeks to identify and recommend the best way to sustain these services and the quality of experiences they provide.

The Kent County Board Chair has appointed a 30-member Citizens Committee consisting of elected and appointed officials, parks and recreation enthusiasts, and interested parties to lead the study and provide input on the recommendations. In addition to working with the Citizens Committee, the consultant will be required to work closely with a staff committee of local parks and recreation directors who will provide input to the process and recommendations.

The study will be completed in two phases and pursuant to the attached timeline {attach timeline}.

The following technical specifications should be used as a guide for the process that will produce the required deliverables.

1. PHASE I: TECHNICAL SPECIFICATIONS

Inventory what parks and recreational services (passive and active) are provided by each local unit of government. It is anticipated that much of this information has been published by local units of government and is available through their Parks Master Plans or other publications and/or resources.

1.1. Identify services and facilities where there is a potential for coordination and collaboration.,

- 1.2. Identify the resources, including those made available through local public school systems, associated with supporting each service area in each system.
- 1.3. Provide a service analysis of current services and provide consideration for future service expectations (10-year outlook) including trends and needs assessment of parks, recreation programs, open space, and events.
- 1.4. Review revenue and expenditures and identify potential funding sources for operations, administration, capital, and costs associated with operating the parks systems and recreation programs.
- 1.5. Conduct public activities to identify user groups and assess citizen perspective of parks and recreational systems throughout Kent County.
- 1.6. Provide an in-depth review of national models for collaboration or service sharing at the operational and governance level and identify the benefits and consequences associated with each. Identify which model(s), if any, may be appropriate for implementation in Kent County.
- 1.7. Present the findings to the Citizens Committee for consideration, with justifiable rationale and data to support the findings.
- 1.8. Develop, with the committee, recommendations to the local units of government and other stakeholders who are involved in the delivery of parks and recreational services throughout the County.
- 1.9. If appropriate, any findings and/or recommendations should come with a preliminary work plan and schedule to be further developed for implementation under Phase II of this proposal.

2. PHASE II – TECHNICAL SPECIFICATIONS

Based upon the findings and/or recommendations established in Phase I of this study, it may be necessary to perform a second phase which is anticipated to include the following technical objectives:

- 2.1. If appropriate, further define the findings and/or recommendations as well as the organizational structure, operational or governance relationships, funding, and funding sources required for implementation.
- 2.2. Assess the resources available and how those resources of each system could be aligned to support the findings and/or recommendations (job, program specific, micro-level review).
- 2.3. If appropriate, identify and describe the roles of partnering agencies and organizations in preparing to implement the findings, generating any necessary funding, conducting any public education efforts that may be recommended, and in facilitating any transition period.
- 2.4. Identify the impact of the recommendations and/or findings.
- 2.5. Identify the system specific steps required to implement the recommendations and/or findings.

3. INQUIRIES

- 3.1. Questions regarding this solicitation are to be submitted on the Requests for Bids, Proposals, & Quotes or Reverse Auctions page of the Kent County Purchasing Division's website by clicking the "inquiries" icon for this solicitation posting.
- 3.2. From date of issuance to the award announcement, all communication (including requests for information, comments, speculation, etc.) regarding this solicitation between Kent County and the Respondent or any of their individual members, shall be formal and only with the Kent County Purchasing Division. Formal communication shall include, but not be limited to: (1) general inquiries, (2) pre-submission written questions and answers, (3) site visits, and (4) addendums addressed to contact information provided.
- 3.3. Kent County reserves the right to publish and respond to an inquiry, respond directly to the inquirer without publishing, or not respond to the inquiry at its sole discretion. Kent County's decision to respond or not respond to an inquiry shall not be the basis for a protest of award.
- 3.4. Opportunity to submit questions is provided until forty-eight (48) hours before Request for Proposal, Request for Information and Invitation for Bid opening times and twenty-four (24) hours before Request for Quote and Reverse Auction opening times. It is the Respondent's sole responsibility to monitor all inquiries to properly prepare for this solicitation.
- 3.5. It is the Respondent's responsibility to become familiar with and fully informed regarding the terms, conditions, and specifications of this solicitation. Lack of understanding and/or misinterpretation of any portions of this solicitation shall not be cause for withdrawal after opening or for subsequent protest of award.

4. ADDENDUMS

- 4.1. Addendums will only be published on the Requests for Bids, Proposals, & Quotes or Reverse Auctions page of the Kent County Purchasing Division's website.
- 4.2. Published responses to inquiries or Kent County published comments on the Requests for Bids, Proposals, & Quotes or Reverse Auctions page of the Kent County Purchasing Division's website are hereby incorporated into the solicitation specifications in lieu of an addendum.
- 4.3. It is the Respondent's sole responsibility to monitor the website until forty-eight (48) hours before the scheduled opening for addendums and/or all posted responses to inquiries to properly prepare for this solicitation.

5. STANDARD TERMS AND CONDITIONS

- 5.1. Kent County reserves the right to require that its standard terms and conditions apply to any actual order placed in response to a Respondent's submission. No attempt to modify Kent County's Standard Terms and Conditions shall be binding, absent agreement on such modification in writing and signed by Kent County. The Purchasing Standard Terms and Conditions are located on the Documents page of the Kent County Purchasing Division's website.

- 5.2. Each payment obligation of Kent County is conditioned upon the availability of government funds appropriated or allocated for the payment of this obligation. If funds are not allocated and available for continuance of the services or product performed herein, either party may terminate the agreement at the end of the period for which funds are available. Kent County shall notify [other party] at the earliest possible time of the services that will or may be affected by the shortage of funds. No penalty shall accrue to either party in the event this provision is exercised, and neither party shall be obligated or liable for any further payments due or for any damages as a result of termination.
- 5.3. No payment shall be made to the Respondent for any extra material or services, or of any greater amount of money than stipulated to be paid in the contract, unless changes in or additions to the contract requiring additional outlay by the Respondent shall first have been expressly authorized and ordered in writing by contract amendment or otherwise furnished by the Kent County Purchasing Division.
- 5.4. The Respondent 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, height, weight, marital status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.
- 5.5. The Respondent shall observe and comply with all applicable federal, state, and local laws, ordinances, rules and regulations which shall be deemed to include, but not be limited to, the Elliott-Larsen Civil Rights Act and the Persons with Disabilities Civil Rights Act.
- 5.6. Kent County encourages and solicits participation of qualified minority and women businesses consistent with the principle of utilizing the most highly qualified and competitive firms.
- 5.7. Kent County is tax exempt. A copy of the Tax Certificate of Exemption is posted on the Documents page of the Kent County Purchasing Division's website.
- 5.8. Insurance requirements are posted on the Documents page of the Kent County Purchasing Division's website. Document "Insurance Requirements, Standard" applies to all responses other than professional services. Document "Insurance Requirements, Professional Services" applies to professional services.
- 5.9. The County reserves the right to terminate the contract, at its sole discretion, should the Respondent fail to provide services to the sole satisfaction of the County. No penalty shall accrue nor will the County be obligated or liable for any further payments due or for any damages as a result of termination under this agreement.
- 5.10. Kent County offers an electronic payment program with due date processing for vendors. The electronic payment program allows vendors to either expand their existing financial EDI activities, or to gain introductory experience with electronic payments. Vendors receive payment electronically in their designated account the same day payment is issued and are notified by email of the deposit.

The Respondent awarded this contract is required to apply for Electronic Fund Transfer payments. The Electronic Fund Transmission Form application is available at the following URL: http://www.accesskent.com/YourGovernment/Departments/Fiscal/fiscal_epayment.htm

6. MICHIGAN FREEDOM OF INFORMATION ACT

- 6.1. The Michigan Freedom of Information Act (FOIA) provides the public body with five (5) business days to respond to the request with a provision for an additional ten (10) day extension. The Kent County Purchasing Division may request an extension for any FOIA request received during a solicitation process. The FOIA Request Form for Purchasing is located on the Freedom of Information Act (FOIA) Requests page of Kent County's website under Online Services.
- 6.2. Information submitted in this solicitation is subject to the Michigan Freedom of Information Act and may not be held in confidence after the Respondent's submission is opened. A submission will be available for review after staff has evaluated it, or fifteen (15) business days after the opening date, whichever comes first.
- 6.3. Kent County cannot assure that any of the information submitted as part of or peripheral to the Respondent's submission will be kept confidential. Any Respondent submission language designated as confidential is considered automatically invalid and void. Kent County is subject to the Michigan Freedom of Information Act, which prohibits it from concealing information on or associated with responses, successful or unsuccessful, once they are opened.

7. REQUEST FOR PROPOSAL SUBMISSION

7.1. GENERAL INFORMATION

- 7.1.1. To be considered, complete submissions must be received in the Kent County Purchasing Division, 300 Monroe Avenue, NW, Grand Rapids, MI 49503 no later than the due date and time specified (local time).
- 7.1.2. Submissions may be submitted electronically by selecting the Submit Online icon on the Requests for Bids, Proposals & Quotes page of the Kent County Purchasing Division's website. The Respondent must include their complete proposal as an attachment to the online form containing one file in PDF format unless otherwise designated.
- 7.1.3. Kent County confirms electronic responses by email following successful submission (contact the Kent County Purchasing Division prior to solicitation opening if confirmation is not received by the Respondent). The Respondent is responsible to view the confirmation to confirm their submission is received and accessible.
- 7.1.4. The time required to upload attachments following submission may vary. The Respondent assumes all risks associated with electronic submission (including all possible technical issues) and deems the County and its service provider harmless and without fault regardless the reason.
- 7.1.5. Submissions not submitted online shall be submitted in an envelope to the designated location prior to the scheduled opening. A CD/DVD ROM or USB flash drive marked "original" containing the proposal consisting of one file in PDF format shall be submitted

unless other arrangements are made prior to the scheduled opening. The PDF file must not be password protected. The media will not be returned to the Respondent.

- 7.1.6. All submissions must be submitted to the designated location in an envelope or package unless otherwise specified or submitted electronically. The outside of the envelope or package and enclosed media must be clearly labeled with the solicitation number, opening date and time, and Respondent's name, telephone number, and company name.
- 7.1.7. If the submission is delivered by an express mail carrier, electronic submission when applicable, or by any other means, it is solely the Respondent's responsibility to ensure delivery to the Kent County Purchasing Division. Kent County is not responsible for deliveries made to any place other than the designated address or for any failure associated with any mode of delivery selected by the Respondent.
- 7.1.8. Kent County is not responsible for delays caused by any occurrence. The time/date stamp clock located in the Purchasing Division (or any other designated area) shall serve as the official authority to determine lateness of any proposal. Under no circumstances shall submissions delivered after the time specified be considered. The decision to refuse or consider a submission that was received beyond the date/time established shall not be the basis for a protest.
- 7.1.9. Late, faxed, or emailed response will NOT be considered. To be considered timely, a complete response must be submitted before the stated due date and time.
- 7.1.10. The Respondent's submission must include any contract which Kent County may be asked to sign. Kent County reserves the right to present its own contract document in lieu of accepting the standard offered by the Respondent.
- 7.1.11. The Respondent certifies that the response submitted has not been made or prepared in collusion with any other Respondent and the prices, terms or conditions thereof have not been communicated by or on behalf of the Respondent to any other Respondent prior to the official opening of this request. This certification may be treated for all purposes as if it were a sworn statement made under oath, subject to the penalties for perjury. Moreover, it is made subject to the provisions of 18 U.S.C. Section 1001, relating to the making of false statements.
- 7.1.12. Sales and Marketing material beyond the scope of this request will not be used to determine award and is not desired. Each submission should be simply and economically prepared providing a concise description of the Respondent's ability to perform the product or services requested. Emphasis should be on completeness and clarity of content.
- 7.1.13. Submissions may be withdrawn by written request only if the request is received on or before the opening date and time.
- 7.1.14. Submissions submitted not meeting these criterion may be deemed non-responsive.
- 7.1.15. Kent County is not liable for any costs incurred by any prospective Respondent prior to the awarding of a contract, including any costs incurred in addressing this solicitation.

7.1.16. While cost is a consideration, the County will not use it as the sole determining factor in awarding this contract.

7.1.17. A submission shall constitute an irrevocable offer for a period of sixty (60) days from the opening date or until the date of award, whichever is earlier. In the event that an award is not made by Kent County within sixty (60) days from the opening date, the Respondent may withdraw his/her submission or provide a written extension of his/her response.

7.1.18. Each submission must be signed by a person authorized to sign contracts on the behalf of the Respondent. The name of the person signing must be followed by title.

7.2. SUBMISSION FORMAT (Submissions must be submitted in the format outlined below)

Section 1 – Executive Summary – One (1) page maximum

Summarize the Respondent's strong points and how experience, particularly with similar types of studies or subject matter, will benefit the stakeholders. Identify similar projects completed.

Section 2 – Business Organization – One (1) page maximum

State the full name and address of the organization and, if applicable, the branch office, consultants, or other subordinate elements that will provide or assist in providing the service. Include phone number(s), email address(s) and Respondent's website address.

Indicate whether Respondent operates as an individual, partnership, or corporation; if as a corporation, include the state in which Respondent is incorporated. State the names of the principals of the Respondent who are licensed to practice in the State of Michigan.

Section 3 – Experience – Two (2) pages maximum

State in succinct terms the Respondent's experience in conducting similar studies and familiarity with parks and recreational services. Identify communities in which the Respondent has completed similar studies and the outcomes of the study.

Section 3 – Problem Statement, Project/Process Outline and Deliverables – Five (5) pages maximum

State in succinct terms the Respondent understanding of the major issues of this request. Describe specifically the Respondent's intended process and deliverables. Identify steps that will be taken to meet the proposed timeline, include when and what will be brought to the Citizens Committee, how staff and citizen committees will be utilized, and a plan for community or stakeholder involvement and outreach.

Section 4 – Timeline & Project Deliverables – Two (2) pages maximum

Develop a timeline for the project that identifies and includes all project deliverables.

Section 5 – Project Staffing – Two (2) pages maximum –

Provide a chart with the staff you are committing to the solicitation. Show lines of authority and communication, and provide a brief role description with responsibilities for each person as they relate to the solicitation. Provide a description of each staff members experience working with similar studies.

Section 6 – References – Two (2) page maximum

Provide a minimum of three (3) relevant references preferably of similar scope and complexity. Include the names of the projects, location, completion date, project cost, and specific challenges; identify project team members and references for each project including telephone numbers and email addresses. Attach a sample or provide an internet link to a sample of a product of a similar nature

8. PRICING METHODOLOGY

- 8.1. Provide a pricing methodology with attention to detail and understandability in a separate PDF file, or second attachment if submitting electronically, that includes a properly designed and implemented all-inclusive response.

Respondent must identify the deliverables that will be provided at each payment point. No payments will be provided without deliverables.

- 8.2. Provide pricing separately for Part I and Part II.

8.2.1. It is the intent of Kent County to enter into a contract to complete Part I and to have the option to extend the contract to complete Part II based upon the recommendations and/or findings of Part I.

- 8.3. The Respondent shall include all associated unit and extended costs to successfully complete the project.

9. EVALUATION, STATUS UPDATES/AWARD NOTIFICATION

- 9.1. Kent County reserves the right to request additional information it may deem necessary after the submissions are received. Kent County will not be liable for any costs incurred by the Respondent as a result of this request.

- 9.2. As part of the evaluation process, Respondents will be requested to make an oral presentation, at the Respondent's expense, to an evaluation committee. The presentation may be followed by a question and answer session.

- 9.3. Kent County reserves the right at its discretion to waive irregularities of this solicitation process.

- 9.4. In the event of extension errors, the unit price shall prevail and the Respondent's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Respondent's total will be corrected accordingly. Respondent must check their submission where applicable. Failure to do so will be at the Respondent's risk. Submissions having erasures or corrections must be initialed in ink by the Respondent. Respondents are cautioned to recheck their submissions for possible errors.

- 9.5. Kent County reserves the right to reject any and all submissions as a result of this solicitation. Kent County, at its sole discretion, reserves the right to award to the Respondent whose response is deemed most advantageous to Kent County.

- 9.6. Any errors, omissions or discrepancies in the specifications discovered by a prospective Respondent shall be brought to the attention of the Kent County Purchasing Division as soon

as possible after discovery. Further, the Respondent shall not be allowed to take advantage of error, omissions or discrepancies in the specifications.

- 9.7. Kent County, at its sole discretion, shall select the most responsive and responsible Respondent and evaluate all responsive responses based on the requirements and criterion set forth in this solicitation. Kent County reserves the right to reject any and all submissions as a result of this solicitation.
- 9.8. Kent County reserves the right to award by line item when applicable and to accept or reject any or all parts of a submission.
- 9.9. Accelerated discounts should be so stated at the time of submission. If quick-pay discounts are offered, Kent County reserves the right to include that discount as part of the award criterion. Prices must, however, be based upon payment in thirty (30) days after receipt, inspection, and acceptance. In all cases, quick-pay discounts will be calculated from the date of the invoice or the date of acceptance, whichever is later.
- 9.10. Award notifications are posted on the Solicitation Status Page of the Kent County Purchasing Division's website. It is the Respondent's responsibility to monitor the website for status updates.
- 9.11. Kent County appreciates the interest, effort, and time spent in responding to this solicitation.