



**COUNTY OF NEWAYGO
NEWAYGO COUNTY, MICHIGAN
REQUEST FOR PROPOSALS (RFP)**

**NEWAYGO COUNTY COMMISSION ON AGING
RECEPTION AREA RENOVATION**

The Newaygo County Commission on Aging requests sealed proposals from qualified contractors for general contracting work at the Newaygo County Commission on Aging located at 93 S. Gibbs Street, White Cloud, MI 49349. All work, inspections, and permitting are to be completed by September 30, 2024.

Newaygo County officially distributes proposal documents from the Newaygo County Administration Office. Copies obtained through any other source are not considered official copies. If you have received this document from a source other than the Newaygo County Administration Office, it is recommended that you obtain an official copy.

1. PROPOSAL PROCESS

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

- Proposals Due May 10, 2024, 9:00 a.m.
- Proposal Opening May 10, 2024, 9:30 a.m.
- Ideal Project Start July 2024
- Ideal Project Completion September 30, 2024

The contractor is responsible for making any necessary site inspections to obtain information to submit their proposal. Walkthroughs may be scheduled by contacting brad.hinken@newaygocountymi.gov or 231-689-7363.

A complete original of sealed proposal shall be submitted to:

NEWAYGO COUNTY CLERK

1087 E Newell Street, PO Box 885
White Cloud, MI 49349

***** PLEASE MARK YOUR ENVELOPES: PROPOSAL– Newaygo County Commission on Aging Reception Area Renovation**

Proposals must be received no later than May 10, 2024, 9:00 a.m., at the address set forth above. Proposals received after May 10, 2024, 9:00 a.m. may not be considered. The Proposal is to be completed in a clear, concise form. Additional written material, such as professional records, certifications, etc., may be attached and submitted to augment the data.

The contractor must initial any corrections.

Questions regarding Proposal specifications or site visits shall be e-mailed to the Commission on Aging Director, Brad Hinken at brad.hinken@newaygocountymi.gov (subject line "RFP: Commission on Aging Reception Area Question"). Newaygo County will make every effort to provide a clear answer to interested parties; however, it

makes no guarantees. Responses will be placed on the County's website:

<https://www.newaygocountymi.gov/finance/county-procurement/>.

2. RESERVATION OF RIGHTS

The Newaygo County Board of Commissioners reserves the right to reject any proposals, to award the Agreement to other than the low Proposal, to award separate contracts for separate parts of the services required, to negotiate the terms and conditions of all and any part of the proposals, to waive irregularities or formalities, and in general to make award in the manner as determined to be in the Newaygo County's best interest and its sole discretion.

3. RESPONSIVE PROPOSALS

Companies are expected to examine the requirements and all instructions. Failure to do so will be at the company's risk. Each company shall furnish all the information requested herein. If any person/organization 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 ask to have the portion in question clarified. Refer to Section 1, PROPOSAL PROCESS.

4. CHANGES AND ADDENDA TO PROPOSAL DOCUMENTS

Each change or addendum issued concerning this request will be on file in the Office of Administration. In addition, all changes and addenda will be posted on Newaygo County's website. Refer to Section 1, PROPOSAL PROCESS, on how to access information on the website. The Contractor shall be responsible for making inquiries about the changes or addenda issued. All such changes or additions shall become part of the Contract, and such modifications or addenda shall bind all Contractors.

5. TAXES, TERMS, AND CONDITIONS

Newaygo County is exempt from paying federal and State Sales Taxes on most transactions. The County's tax number is 38-6006112. Payment terms are subject to County fiscal policy and respective contracts.

6. INDEMNIFICATION AND HOLD HARMLESS

The contractor whose Proposal is accepted must agree to the following indemnification and hold harmless responsibilities:

The contractor shall, at his or her own expense, protect, defend, indemnify, and hold harmless Newaygo 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 that are more than the sum paid out on behalf of or reimbursed to Newaygo County or its elected and appointed officers, employees, agents or by the insurance coverage obtained and maintained by the selected firm according to the requirements of this RFP and the Contract entered.

7. EQUAL EMPLOYMENT OPPORTUNITY

The contractor and its subcontractors, as required by law, shall not discriminate against the employee or applicant for employment with respect to hiring, tenure, terms, conditions, or privileges of employment, or a matter directly

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. A 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 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.

8. INSURANCE REQUIREMENTS

The contractor whose proposal is accepted must meet and agree to maintain the following insurance coverage requirements during the term of the contract. All coverages shall be with insurance companies licensed and admitted to doing business in the State of Michigan.

- A. **Workers' Compensation:** The successful company shall carry Workers' Disability Compensation and Employer's Liability Insurance Coverage, as required by law. If the successful company uses subcontractors and sub-subcontractors for the performance of services required under this Proposal, the successful company shall ensure that said subcontractors and sub-subcontractors carry Workers' Disability Compensation and Employer's Liability Insurance coverage, as required by law.
- B. The successful company shall be responsible for ensuring all its tools, equipment, and materials which they, or any of their sub-contractors, may use or leave at the worksite. Newaygo County shall not be responsible for any loss or damage to the successful Contractor's tools, equipment, and materials.
- C. **Commercial General Liability:** The successful company shall procure and maintain during the term of the Contract Commercial General Liability Insurance on an "occurrence basis" with limits of liability of not less than \$1,000,000 per occurrence and aggregate combined single limit, for Personal Injury or Bodily Injury and \$1,000,000 per occurrence and aggregate for Property Damage. Coverage shall include the following extensions: (1) Contractual Liability; (2) Products and Completed Operations Coverage; (3) Independent Contractors Coverage; (4) Broad Form General Liability Extensions or equivalent if not in policy proper.
- D. **Vehicle Liability:** The successful company shall maintain Vehicle Liability Coverage and Michigan No-Fault coverage's including all owned, non-owned, and hired vehicles, of not less than \$1,000,000 per occurrence combined single limit.
- E. **Additional Insured:** Commercial General Liability Insurance and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating that the following shall be "Additional Insured."
The County of Newaygo, all elected and appointed officials, all employees and volunteers, all boards; commissioners or authorities, and board members, including employees and volunteers.
- F. **Proof of Insurance Coverage:** The successful company shall provide the County at the time of the signing of the Agreement, copies of certificates or policies for Workers' Compensation, Comprehensive General Liability, and Motor Vehicle Liability.
- G. **Insurance Renewals:** If any of the above coverage expired during the term of the Agreement, the Contractor's insurer shall deliver renewal certification and policies to Newaygo County Administration, 1087 Newell, PO Box 885, White Cloud, MI, 49349, at least thirty (30) days before expiration. Insurance Certificate(s) may be faxed to (231) 689-7205, addressed to the Budget Manager.
- H. **Notice of Cancellation:** Workers' Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance as described above shall include an endorsement stating the following: It is understood and agreed that thirty (30) days Advance Written Notice of Cancellation, Non-Renewal,

Reduction or Material Change shall be sent to Newaygo County Administration, 1087 E Newell St., PO Box 885, White Cloud, MI, 49349-0885.

NEWAYGO COUNTY ASSUMES THAT ALL COSTS ARE SHOWN IN THE PROPOSAL.

9. WITHDRAWAL OF PROPOSAL

Proposals may be withdrawn in person by a Contractor or authorized representative, provided their identity is made known, and a receipt is signed for the Proposal, but **only** if the withdrawal is made before the stated Proposal deadline. In case of an error by the Contractor, Newaygo County may, at its discretion, reject such a proposal upon presentation of a letter by the Contractor that sets forth the error, the cause thereof, and sufficient evidence to substantiate the claim.

10. AWARD

This document is a Request for Proposal. All Proposals will be evaluated by a review committee composed of representatives of, but not limited to, Newaygo County Administration, Commission on Aging, and the Board of Commissioners. The proposal will be evaluated on the following (not in any relevant order and not necessarily ranked equally):

1. Contractors' qualifications and capabilities to provide the specified service and any other factors Newaygo County may consider relevant to the implementation and maintenance of the proposed solution
2. Staff experience/qualifications
3. Past performance
4. Cost reasonableness
5. Cost competitiveness
6. References
7. Any other relevant information

Applicants should be prepared to present additional information, including supplemental documentation, and may be requested to attend interviews or public meetings before the award. The price proposed shall be considered firm and cannot be altered after receipt per the terms of this Proposal. Newaygo County reserves the right to consider Proposals for modifications at any time before a contract would be awarded. Negotiations for some aspects of this project may be undertaken with the vendor whose Proposal is deemed to meet the specifications and needs of Newaygo County best. An award for this request will be made by the Newaygo County Board of Commissioners.

Newaygo County will not pay for any information herein requested, nor is it liable for any costs incurred by the Contractor. The successful company shall commence work only after the transmittal of a fully executed contract or after receiving written notification to proceed from Newaygo County. The successful company will perform all services indicated in the Proposal packet and compliance with the negotiated Contract. The contents of this RFP and the successful company's response will become contractual obligations if a contract ensues. Failure of the successful company to accept these obligations may result in the cancellation of the award.

11. MINIMUM QUALIFICATIONS

Contractors shall demonstrate they have the resources and capability to perform the services as described herein. The following criteria shall be met to be eligible for this Contract. Failure to meet the minimum qualifications is ample cause for the Contractor to be deemed non-responsive:

1. The Contractor shall have at least three (3) years' experience with similar work.
2. The Contractor shall designate a single point of contact.

3. The contractor must be able to meet all insurance requirements as outlined in Section 8, Insurance Requirements.
4. The contractor must have a Michigan General Contractor license on staff and provide proof of certification

12. SCOPE OF SERVICES

1. The County reserves the right to modify the scope of services during the Contract. Such modification may include adding or deleting any tasks this project will encompass and any other modifications deemed necessary. Any changes in pricing or payment terms proposed by the consultant resulting from the requested changes are subject to acceptance by the County. Changes may be increases or decreases.
2. Payment terms are subject to County fiscal policy and respective contracts.
3. The successful company shall not assign the award of the Contract or any payment without the prior written approval of Newaygo County.
4. See section 15 for a detailed list of tasks required to be completed by the Contractor.

13. REQUIRED CONTENTS OF THE PROPOSAL – in the following order:

1. Request for Proposals, the cover sheet, and signature page of this solicitation must be filled out and signed by a representative authorized to bind your company.
2. Any supplemental documents/information your company feels necessary for Newaygo County to understand your proposal better.
3. A list of at least three references and their phone numbers.
4. A copy of the General Contractor license.
5. The proposal should include all costs necessary to perform the work listed in section 15 – detailed scope of work. This should include all supervision, labor, material, and equipment needed.

14. CURRENT COMMISSION ON AGING RECEPTION AREA INFORMATION

The Newaygo County Commission on Aging Reception Area consists of an outer foyer that is open to the public and a receptionist office separated by a secure door, a set of three windows that includes a sliding reception window. The current reception window does not meet ADA requirements and is not secure. The reception office has two doors and a built in desktop.

1. Approximate sizes:
 - Reception Office: 15' x 8'
 - Set of 3 windows: Approximately 141" W x 42" H (includes sliding window)
 - Sliding window: Approximately 45" W x 42"H

15. DETAILED SCOPE OF WORK

Overall project requirements:

1. The contractor must have a General Contractor on staff to assist with the project when needed.
 - The Contractor must show proof of certification.
2. The contractor is responsible for any required engineering or plans.
3. The Contractor is responsible for maintaining a safe and clean job site as the project may be open to the public. Must follow all required MIOSHA safety practices throughout the project.
4. All work requiring the closure of public areas must have prior approval by the County.
5. The contractor is responsible for ensuring that all components meet or exceed current applicable Building Codes or requirements for this project.

6. Contractor responsible for scheduling and coordinating all project-specific permits, inspections, and engineering.
7. Desired project features include materials, labor, debris removal, and disposal.
8. Paint & carpet colors are to be decided by the County.

Newaygo County Commission on Aging is seeking general contractor work required renovation of the Commission on Aging (COA) reception area. The COA is requesting detailed proposals that will meet or exceed the following. The Contractor is welcome to modify the below scope items, as this is just a guide for what needs to be completed. Please create a proposal with the following at a minimum:

1. Remove existing customer service window and replace it with a built-in customer service window that prevents entry into the reception office while allowing communication between the receptionist and guest. The window must be a minimum of ¼" laminated safety glass. The window must have a slot to exchange documents between staff and client. The new customer service window must meet ADA Standards for Sales and Service Counters, Clear Floor Space, and Knee and Toe Clearance. Finish to match the style and trim of remaining windows.
2. Replace existing built-in glass windows adjacent to customer service window with minimum ¼" laminated safety glass.
3. Remove built in desktop in reception office.
4. Remove built-in counter and cabinet in hallway outside of copy room.
5. Remove door frame between the reception office and hallway and frame, drywall, and finish resulting opening.
6. Patch and finish surface damage resulting from the removal of built in reception area desktop and built in hallway cabinet.
7. Paint entire reception office area color to be determined and hallway wall area where the cabinet and door were removed to match surrounding walls. (painting at a minimum of two coats).

PROPOSAL FORM

CONTRACTOR NAME: _____

PROPOSAL FOR: **NEWAYGO COUNTY COMMISSION ON AGING RECEPTION AREA RENOVATION**

FORWARD PROPOSAL TO: NEWAYGO COUNTY CLERK'S OFFICE
ATTN: JASON VANDERSTELT
PO BOX 885
1087 E NEWELL STREET
WHITE CLOUD, MI. 49349

THE UNDERSIGNED, HAVING EXAMINED THE SCOPE OF THE WORK, INCLUDING THE INSTRUCTIONS TO CONTRACTORS, GENERAL CONDITIONS AND GENERAL REQUIREMENTS, AND BEING FAMILIAR WITH ALL CONDITIONS AFFECTING THIS PROPOSED PROJECT, HEREBY PROPOSES TO FURNISH THE PRODUCTS AS LISTED, DELIVERY OF, AND SERVICES NECESSARY TO PERFORM AND COMPLETE THE WORK AS INDICATED FOR THIS REQUEST IN ACCORDANCE WITH THE DOCUMENTS FOR THE SUMS AND UNDER THE CONDITIONS AS FOLLOWS:

- TOTAL PROJECT COST (Not-To Exceed Amount): _____
- Attach a brief company history qualifications of key staff doing the work.
- Attach any supplemental documents/information your company feels necessary for Newaygo County to understand your Proposal better.
- Attach at least three references.
- Attach a copy of the General Contractor License.
- Attach a copy of detailed plans, specs, and costs for how the Contractor plans to design and complete the requested work.

THE UNDERSIGNED AGREES TO THE PERFORMANCE OF THE WORK AS STATED IN THE SCOPE OF WORK FOR THE FOLLOWING PROPOSAL SUM (PROVIDE THE AMOUNT IN BOTH WORDS AND FIGURES: THE AMOUNT IN WORDS GOVERNS IN THE EVENT OF DISCREPANCIES).

PROPOSAL EXECUTION

1. THE UNDERSIGNED AFFIRMS THAT THE PROPOSAL WAS DEVELOPED WITHOUT ANY COLLUSION, UNDERTAKING, OR AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, WITH ANY OTHER CONTRACTOR OR CONTRACTORS TO MAINTAIN THE PRICES OF THE INDICATED WORK OR PREVENT ANY OTHER CONTRACTOR OR CONTRACTORS FROM PROPOSING THE WORK.
 2. IT IS AGREED THAT THIS PROPOSAL WILL NOT BE WITHDRAWN FOR A PERIOD OF 60 DAYS AFTER THE INDICATED DATE FOR THE RECEIPT OF PROPOSALS.
 3. PLEASE PROVIDE A COPY OF INSURANCE AND A COPY OF WORKMAN'S COMPENSATION.
 4. THE FINAL CONTRACT MUST BE SIGNED BEFORE SERVICES CAN BE PROVIDED.
 5. **ALL WORK, INSPECTIONS, AND PERMITTING ARE TO BE COMPLETED NO LATER THAN SEPTEMBER 30, 2024.**
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CONTRACTORS FIRM NAME _____

CONTRACTORS ADDRESS _____

CONTRACTORS EMAIL _____

TELEPHONE NUMBER _____

BY _____

NAME AND TITLE _____

SIGNED THIS _____ DAY OF _____, 20_____