

# **County of Ingham**

## **Request for Proposals (RFP) Packet #2-19**



### **Trail Wayfinding Signage**

**Sealed Proposals Due:  
January 15, 2019 at 11:00 A.M.**

**Sealed Proposals shall be delivered to the:  
Ingham County Purchasing Department  
121 E. Maple St.  
Mason, Michigan 48854**

**Phone: (517) 676-7222**

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**1.0 PURPOSE**

Ingham County (County) invites sealed proposals from firms experienced in designing and fabricating custom wayfinding signs for its Trail Wayfinding Signage project. This invitation is to provide initially three-hundred and seven (307) custom wayfinding signs and a bid alternate to provide additional wayfinding signs as needed in the future, and to deliver them to the Ingham County Parks Department.

Sign installation of these wayfinding signs will be under separate contract.

**2.0 OWNER**

County of Ingham  
121 Maple St.  
Mason, Michigan 48854

**3.0 BACKGROUND**

Since the inception of the Ingham County Trails and Parks Millage, the Parks Department has been working to create a Unified Trail Wayfinding Plan which outlines designs for several signage options to be installed on all trails within the County. The Plan can be found at:  
<http://pk.ingham.org/Portals/PK/Millage/Wayfinding/InghamTrailsWayfindingDRAFT03082018.pdf>.

The County intends to use this Plan to guide and to develop new signage with all communities that have existing trail systems within the County, as well as for future trail developments, and is looking for professional services to assist the County in implementing the Plan.

The Trails and Parks Comprehensive Report was developed by the County in 2015. This Report brings together a detailed inventory and assessment of the County's existing and planned trails within the County boundaries. With the millage, some of the planned trails have been funded for development. A copy of the Report can be found at:  
<http://pk.ingham.org/Portals/PK/Millage/IngCtyTPCompReportAdopted.pdf>

**4.0 SCOPE OF WORK**

**4.1 Overview**

- a) Proposers shall prepare a proposal to design, to fabricate, and to deliver three-hundred and seven (307) wayfinding signs and as-needed additional future signs in accordance with this RFP and subsequent contract, if one is awarded.

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- b) The successful proposer, herein referred to as “Contractor”, shall provide all labor and material to fabricate, assemble, and deliver to the Ingham County Parks Department three-hundred and seven (307) wayfinding signs.
- c) Any proposed revisions to the plans and specifications require that the Contractor submit to the Parks Director or his/her designee, shop drawings and specifications to support the proposed final product. Said revisions must be reviewed and approved by the Parks Director.
- d) Failure of the wayfinding signs to meet the requirements of this specification or the proposers’ submittals as determined by the County and/or certified report of the testing laboratory or other tests that might be performed by the County’s engineer, will constitute cause for rejection.

**4.2 Quality Assurance**

- a) Proposers shall be a firm with a minimum of three (3) years of experience in designing and manufacturing custom wayfinding signs. Such experience must be detailed in the attached References Form.
- b) Proposers shall supply with their proposals samples and color pictures of all wayfinding sign materials being proposed.
- c) Compliance with Manufacturer’s Instructions: In all instances wherein the item and/or specifications require installation or construction in accordance with either manufacturer's or supplier's recommendations and/or instructions, said recommendations and/or instructions shall be submitted with the applicable portions clearly marked for approval prior to the commencement of work on that item or portion of the contract.

**4.3 Warranty**

The sign faces, materials, and fasteners shall be free of defects, including but not limited to the following: scaling, peeling, fading, warping, vinyl shrinking and corrosion. A ten-year (10) warranty from date of completion is required. Contractor must furnish names and phone numbers of persons to contact in case of warranty or service issues.

**4.4 Maintenance**

Contractor shall provide to the County at the time of delivery detailed instructions for maintenance including the following “touch up” and replacement supplies:

- a) Two (2) gallons of touch-up acrylic paint matching each coat color.
- b) Five (5) gallons minimum organic solvent recommended by the manufacturer to remove paint and markers.

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**4.5 Delivery**

- a) The Contractor shall be required to provide all labor and equipment necessary to package (clearly labeled) and transport the completed signs, without damage, to the Ingham County Parks Department, 121 E. Maple St., Mason, MI 48854.
- b) Delivery of the three-hundred and seven (307) completed signs shall be made at a time and date agreed upon in writing with the Parks Director prior to June 1, 2019.
- c) The Contractor shall fully complete all work within ninety (90) consecutive calendar days from and including the date of receipt of a notice to proceed from the County. Time is of the essence in the completion of all work required under this contract. The Contractor shall, at all times, during the continuance of the contract, prosecute the work with such force and equipment as is sufficient to complete all work within the time specified.

**4.6 Sign Fabrication Review**

Two (2) progress reviews are required during the fabrication of the wayfinding signs. The first review will take place at the completion of the fabrication process; the second one will be just prior to the signs being sent to be finished.

**4.7 Shop Drawings**

The Contractor is required to provide shop drawings for the following components of the wayfinding signs: the signs' structural metal, fasteners, and connector components.

**4.8 Owner's Responsibilities**

In order to accurately develop these signs, the County's work will include:

1. GIS Map: The County or its representative will develop a GIS map showing the trail systems within the County and the location of each proposed sign.
2. Sign Database: The County or its representative will develop a database or spreadsheet showing the details for each sign, consisting of:
  - a) municipality (for the header and logo)
  - b) sign type (e.g. trailhead, trailblade, mile marker)
  - c) sign content and sign location (Latitude/Longitude)
  - d) Compass heading
  - e) Location-specific warnings and information

The County or its representative will work closely with each municipality to refine this information.

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#### 4.9 Wayfinding Signs – Map/Trailhead

The Trailhead Map Sign is the largest sign of approximately 3'-0" x 6'-0" in size. These signs will be placed at trailhead locations or major entry locations along the trail systems. The intent is to inform trail users about their location, local attractions and trail amenities such as restrooms, parking, and trail distances. The sign will include a map (developed by the County). The work in this proposal is requesting that the Contractor utilize the GIS map to manipulate it for each sign, on order to show an enlarged section of the area. This sign will also include trail regulations and other information for trail users.

On the trailhead map sign, the final map will include the following elements:

- a) Ingham County Trails logo and customization
- b) Municipality logo and customization
- c) Simplified map, including:
  - roughly 3 x 3 mile area centered on map
  - a "You Are Here" marker
  - trails, including details about conditions such as possible flooding
  - water features
  - parks which are regional or adjacent to trail
  - major roadways
  - roadways which directly adjoin or connect to trail
  - parking associated with the trail
  - selected landmarks, especially those which are visible from the trail or provide services or entertainment relevant to trail users
  - railroads and crossings
- d) Directional information ("Pennsylvania Ave ---> 2 miles")
- e) Compass headings
- f) Warnings and rules
- g) Sponsorship information
- h) Digital Quick Response (QR) code
- i) Sign ID#
- j) Date printed

#### 4.10 Wayfinding Signs – Trailblade

The Trailblade Sign will be approximately 1'-2" x 4'-0" in size and will be placed along the path in areas of key decision points. The sign will identify mileage, upcoming destinations, trail amenities and points of interest.

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The Trailblade Signs will include:

- a) Municipal Information and Logo
- b) Current Location
- c) Directional information to points of interest
- d) Mileage to points of interest
- e) Sponsorship information
- f) Digital Code (i.e. QR code)
- g) Sign ID #
- h) County Sign/Logo Information

#### **4.11 Wayfinding Signs – Mile Markers**

The Mile Marker sign is the smallest sign at approximately 0'-8" x 3'-6" in size. The mile marker signs will be placed every ¼ mile along the trail systems and, in some cases, may also contain other pertinent information such as a street name or trail amenities. The mile marker signs will also include an addressing system which will tie into the Ingham County 911 system.

The mile marker signs will include:

- a) Municipal Information and Logo
- b) Mileage
- c) Addressing Numbers
- d) Sponsorship information
- e) Digital Code (i.e. QR code)
- f) Sign ID #
- g) County Sign/Logo Information

#### **4.12 Wayfinding Signs – On-Road Signs**

Other signs will include on-road type signs that are immediately adjacent to the trail. The intention for these signs is to lead people to the trail systems. These signs will meet Michigan Manual on Uniform Traffic Control Devices (MMUTCD) standards and will require the approval by the local or state road authority.

#### **4.13 Additional /Replacement Signs**

It will be necessary for the County to have the ability to have additional signs made well into the future. For this proposal, that time frame will be ten (10) years. Additional signs will include signs on new sections of trail being constructed or replacement signs that made need to be re-fabricated/installed over time, for various reasons, which may include, but is not limited to, map

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updates, or damage or vandalism. The County is requesting a unit cost per sign type in order to have the ability to maintain its wayfinding system for the next ten (10) years.

**4.14 Sign Materials**

Sign materials will meet the following criteria:

- a) Signs (sections 4.10-4.12 above) will be made from durable, non-fading, weather resistant, vandal-resistant materials. If a sign is vandalized, it should be able to be easily and readily refinished. All corners should be chamfered or rounded so there are not sharp edges. Aesthetics is important for the entire sign assembly. All fasteners should be stainless steel and vandal-proof.
- b) Proposers will supply a sample of the proposed sign materials with this RFP, clearly labeled with the RFP information and name of your company.
- c) Sponsorship Sign – The sponsorship sign will be removable and replaceable. The Contractor will not be supplying the sponsorship signs at this time, but the sponsorship sign materials and method of attachment need to be considered as part of this proposal.
- d) On-Road Signs will be aluminum signs meeting the specifications of the MMUTCD and the local road authority.

**4.15 Deliverables**

The Contractor shall deliver the following:

- a) Proofs (in PDF or other usable format) of each sign prior to fabrication
- b) Fabricated signs
- c) Deliver all electronic files, including, but not limited to, PDF, JPEG, TIF, XLS, DOC, or related files and documents in their original program format, so that the County can utilize, maintain, and develop future updates to the trail wayfinding system.

**4.16 Cost**

Proposers shall provide pricing as follows:

- a) The cost to create the signs and associated material on the attached Cost Form as explained above, including the actual production of the first 307 final PDFs during 2019. This will also include maintenance of a database of locations of requested maps and the PDFs associated with each location, for use in maintaining and replacing signs.
- b) The cost for each of the next ten (10) years to maintain current signage needs and to produce future signs as needed.
- c) All prices quoted shall be firm and fixed for the specified contract period unless price escalation is stipulated on the Cost Form.
- d) Prices quoted shall be FOB destination.

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e) Ingham County is tax-exempt (#38-6005629).

**5.0 SUBMISSION REQUIREMENTS**

**5.1 Registering as a Vendor with Ingham County**

Proposers who have not registered their company with Ingham County are requested to do so by visiting <https://apps.ingham.org/vendorreg/> or by emailing Julie Buckmaster at [jbuckmaster@ingham.org](mailto:jbuckmaster@ingham.org) for assistance.

Vendors registering to provide goods and services to Ingham County under contract shall certify to their knowledge of the County's Equal Opportunity Employment / Nondiscrimination Policy, and of their agreement to comply, and shall disclose any conclusive findings of violations of Federal, State, or local equal opportunity statutes, ordinances, rules/regulations, or policies within the past three (3) years.

**5.2 Pre-opening Inquires and Response**

Any explanation desired by a proposer regarding the meaning or interpretation of this RFP and attachments must be requested to the Ingham County Purchasing Department, attention James Hudgins at [jhudgins@ingham.org](mailto:jhudgins@ingham.org). The deadline for submitting final questions is no later than **3:00 P.M. on January 8, 2019**. In the subject line of the email reference the packet number and title of this RFP.

**5.3 Due Date, Time & Location**

Proposals will be received no later than **11:00 A.M., local time prevailing, on January 15, 2019**, at which time they will be opened in public and read aloud in the:

Ingham County Purchasing Department  
Attention: James C. Hudgins, Jr., Director of Purchasing  
121 E. Maple St., Room 203  
Mason, Michigan 48854

Proposals received at other locations or delivered after the due date and time will not be accepted and will be returned to the proposer.

**5.4 Submission of Proposals**

Proposers are required to submit *an original (clearly marked) along with four (4) copies* by the date, time, and place designated above. Proposals must be submitted in a sealed, opaque envelope or package and be clearly marked on the outside “**Packet #2-19: Trails Wayfinding Signage**”. Be sure to include the name of your firm on the outside of the envelope or package.

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Proposers are also required to submit an electronic version of their proposal to [packetresponse@ingham.org](mailto:packetresponse@ingham.org) by the due date and time set. The electronic submittal must contain your firm's name and "**Packet #2-19: Trails Wayfinding Signage**" in the subject line. If you have trouble submitting the electronic version please email Julie Buckmaster, [jbuckmaster@ingham.org](mailto:jbuckmaster@ingham.org) to upload your proposal.

Proposers shall complete and include with their submittals the following enclosed items:

- ✓ Local Purchasing Preference Form
- ✓ Cost Form
- ✓ References Form
- ✓ Addenda Form
- ✓ Legal Status of Bidder Form
- ✓ Non-Collusion Form
- ✓ Certificate Of Compliance With Public Act 517 Of 2012 Form
- ✓ Standards of Conduct for Ingham County Vendors Form (2 pages)
- ✓ Signature Form
- ✓ The Statistical Questionnaire is strictly optional.

#### **5.5 Timely Submittals**

Time is of the essence and any proposal or addenda pertaining thereto received after the announced time and date for submittal, whether by mail or otherwise, will be rejected. It is the sole responsibility of the proposers for ensuring that their proposals are time stamped by the Purchasing Department. Proposals and/or any addenda pertaining thereto received after the announced time and date of receipt, by mail or otherwise, will be returned to the proposer. However, nothing in this RFP precludes the County from requesting additional information at any time during the procurement process.

#### **5.6 Deliveries**

Should you decide to utilize an express delivery service, please note that the Ingham County Purchasing Department/Hilliard Building is located near the intersection of Maple Street and Jefferson Street within the City of Mason.

#### **5.7 Preparation of Proposal**

All proposals must be made on the required forms prepared and executed fully and properly. Proposed prices shall be based on the selected proposer furnishing all labor, supervision, administration, design, incidentals, bonds, insurance, and any other services required to complete the work in strict accordance with this RFP. All fees and costs must be disclosed in the proposal.

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**5.8 Proposal Process**

Proposals, which do not completely address all the solicitation requirements, will be considered non-responsive and may be excluded from consideration. Any exceptions shall be duly noted in the submittal.

**5.9 Authority to Bind Firm in Contract**

Proposer shall provide the full legal firm name and address. Any proposal that has not been manually signed will be deemed non-responsive and excluded from consideration. Firm name and authorized signature must appear in the space provided on the enclosed Signature Sheet.

**5.10 No Submittal**

If you desire not to respond to this RFP, please forward your acknowledgment of “NO PROPOSAL SUBMITTED” via an email to [jhudgins@ingham.org](mailto:jhudgins@ingham.org). Please also state the reason for not submitting a proposal. Failure to comply may be cause for removal of your company's name from the vendor list for subject commodity. **In the subject line of the email reference the packet number and title of this RFP.**

**5.11 Special Accommodations**

If you are an individual with a disability and require a reasonable accommodation, please notify the Purchasing Department at (517) 676-7222, three (3) working days prior to need.

**6.0 GENERAL INFORMATION**

**6.1 Conflict of Interest**

By submitting a proposal, the Proposer certifies that he/she has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under any subsequent agreement with respect to this RFP. If at any time during the bidding process or subsequent contractual period, an actual or potential conflict of interest arises, the Proposer/Contractor shall immediately disclose in writing the conflict of interest to the County. The County reserves the right to immediately terminate in writing to the Contractor any subsequent agreement where, in the reasonable judgment of the County, such conflict poses a material conflict to the performance of the Contractor's obligations under the agreement; such termination of the agreement shall be effective upon the receipt of such notice by the Contractor.

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#### 6.2 Local Purchasing Preference Policy

The Ingham County Board of Commissioners (BOC) believes that its purchasing policies should encourage local vendors to provide goods and/or services to Ingham County government, resulting in increased economic activity through more local jobs, tax revenues, and expenditures, and to entice business relocations to the County. As such, in 2010, the BOC amended its purchasing policies to include a ten percent (10%) purchasing preference to qualified and registered local vendors who respond to solicitations for the purchase of goods and/or services.

In Ingham County, a local vendor is defined as a vendor that operates a business within the legally defined boundaries of Ingham County and pays Ingham County taxes. To be considered a local vendor, the vendor must provide a verifiable business address (not a PO Box) on the enclosed Local Purchasing Preference Form at which business is being conducted. The vendor must also agree to comply with all other policies and requirements of the County. More information about the Local Purchasing Preference Policy can be found at <http://pu.ingham.org/Home/Policies.aspx>

#### 6.3 Advice of Omission or Misstatement

In the event it is evident to a proposer responding to this RFP that the County has omitted or misstated a material requirement to this RFP and/or the services required by this RFP, the responding vendor shall advise Mr. James C. Hudgins, Jr., Director of Purchasing, at [jhudgins@ingham.org](mailto:jhudgins@ingham.org) of such omission or misstatement. **In the subject line of the email reference the packet number and title of this RFP.**

#### 6.4 Notification of Withdrawal of Proposal

Proposals may be withdrawn prior to the date and time specified for proposal submission with a formal written notice by an authorized representative of the proposer. No proposer may withdraw a proposal after the opening for a minimum period of 90 days.

#### 6.5 Rights to Pertinent Materials

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

#### 6.6 Firm Pricing for County Acceptance

The proposal price must be firm for County acceptance for ninety (90) days from the proposal opening date, unless the proposer specifically notes otherwise.

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#### **6.7 Cost of Preparation**

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

#### **6.8 Standard Forms**

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

#### **6.9 Addendum**

If it becomes necessary to revise any part of this RFP or if additional data is necessary to enable an exact interpretation of provisions of this RFP, an addendum will be issued to all vendors known to have received a proposal. It is the responsibility of the proposer to ensure that he/she has received and signed all addendums prior to submitting a proposal. No oral explanation or instruction of any kind or nature whatsoever given before the award of a contract to a proposer shall be binding.

#### **6.10 Workplace Diversity**

Ingham County encourages, but in no way requires, its vendors to develop and maintain a diverse workforce that is reflective of the population of Ingham County. According to the U.S. Census Bureau, the statistics of Ingham County's population in 2010 was comprised of the following:

- a) White persons – 76.2%
- b) Black or African American persons – 11.8%
- c) American Indian and Alaska Native persons - 0.6%
- d) Asian persons – 5.2%
- e) Native Hawaiian and other Pacific Islander - 0.1%
- f) Persons of Hispanic or Latino origin – 7.3%

Ingham County tracks vendor diversity information for statistical purposes with companies with which it does business. Reporting of this information to the County is optional and not all companies participate. Statistical information regarding workplace diversity is submitted to the County in a separate sealed envelope containing the notation “STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT.” Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other proposal documentation. The envelopes containing the statistical information are not

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opened until the award of the contract, and are not considered, in any way, in the award of any contract.

**6.11 Prime Contractor Responsibilities**

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

**6.12 Independent Price Determination (Non-Collusion)**

By submission of a proposal, the proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, that in connection with this proposal:

- The prices of the proposal have been arrived at independently without consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other offer or with any competitor;
- Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by the offeror and will not be knowingly disclosed by the offeror to any competitor;
- No attempt has been made or will be made by the offeror to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition; and,
- The price quoted is not higher than that given to the general public for the same service.

**6.13 Exceptions**

Proposers must submit a listing of any and all exceptions to this RFP. Suggested substitutions, printed forms, sample contracts etc. may be provided with the listed exceptions.

**7.0 CONTRACTUAL TERMS AND CONDITONS**

**7.1 Nondiscrimination Clause**

The Proposer who is selected as the Contractor, as required by law, and/or the Equal Opportunity Employment and Non-Discrimination Policy of Ingham County, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privilege of employment, or a matter directly or indirectly related to employment because of race, color, religion, sex, sexual orientation, gender identity, national origin, disability, height, weight,

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marital status, age or political affiliation (except where age, sex or lack of disability constitutes a bona fide occupational qualification.)

The Contractor shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a) The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b) The Persons with Disabilities Civil Rights Act, 1976 PA 220, as amended.
- c) Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 394, as amended, and regulations promulgated there under.
- d) The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 328 (42 USCA §12101 et seq), as amended, and regulations promulgated there under.

Breach of this section shall be regarded as a material breach of the agreement.

Proposers shall disclose with their proposals any conclusive findings of violations of federal, state, or local equal opportunity statutes, ordinances, rules, regulations, or policies within the past three (3) years.

## **7.2 Indemnification and Hold Harmless**

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

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

## **7.3 Contractor Insurance Requirements**

The Contractor, and any and all of his/her subcontractors, shall not commence work under this contract until he/she has obtained the insurance required under this paragraph and any subsequent contract. All coverage's shall be with insurance companies licensed and admitted to do business in the State of Michigan. All coverage's shall be with insurance carriers acceptable to the County of Ingham and rated A+ (Superior) or A or A- (Excellent) by the A.M. Best Company ([www.ambest.com](http://www.ambest.com)).

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- a) Worker's Compensation Insurance: The Contractor shall procure and maintain during the life of this contract, Workers' Compensation Insurance, including Employers Liability Coverage, in accordance with all applicable Statutes of the State of Michigan.
- b) Commercial General Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit for Personal Injury, Bodily Injury and Property Damage. 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) Exclusions, if applicable; (F) Per contract aggregate.
- c) Motor Vehicle Liability Insurance: The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including applicable No-Fault coverage's, with limits of liability of 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.
- d) Additional Insured: Commercial General Liability and Vehicle Liability, as described above, shall include an endorsement stating the following shall be "Additional Insured's: The County of Ingham, including all elected and appointed officials, all employees and volunteers, all boards, commissions and/or authorities and their board members, including employees, and volunteers thereof. The coverage shall be primary to the Additional Insured's, and not contributing with any other insurance or similar protection available to the Additional Insured's, whether other available coverage is primary, contributing or excess." The appropriate boxes must be check under the "Addl Insr" heading on the Certificate of Insurance.
- e) Cancellation Notice: All insurances described above shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advanced written notice of cancellation, non-renewal, reduction and/or material change shall be sent to: Ingham County Purchasing Department, P.O. Box 319, Mason, Michigan 48854."
- f) Proof of Insurance: The Contractor shall provide the County of Ingham at the time the contracts are returned by him/her for execution, two (2) copies of the aforementioned Certificates of Insurance and/ Policies, acceptable to the County. If so requested, certified copies of all policies will be furnished. The Contractor shall provide the County evidence that all subcontractors are included under the contractor's policy.

If any of the above coverage's expires during the term of this contract, the Contractor shall deliver renewal certificates and/or policies to the County of Ingham at least ten (10) days prior to

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the expiration date.

**7.4 Applicable Law and Venue**

Any agreement resulting from this RFP shall be construed according to the laws of the State of Michigan. The County and Contractor agree that the venue for any legal action under this agreement shall be the County of Ingham, State of Michigan. In the event that any action is brought under any agreement resulting from the RFP in Federal Court, the venue for such action shall be the Federal Judicial District of Michigan, Western District - Southern Division.

**7.5 Compliance with the Law**

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

**7.6 Living Wage Requirement**

Ingham County policy requires vendors contracting with the County primarily to perform services to pay their employees a living wage if the following two (2) conditions apply:

- a) The total expenditure of the contract or the total value of all contracts the vendor has with the County exceeds \$50,000 in a twelve-month calendar; and,
- b) The vendor employs five (5) or more employees.

In Ingham County, living wage is defined as an hourly wage rate which is equivalent to 125% of the federal poverty level for a family of four. For 2018, the living wage is \$15.69 per hour and is subject to change annually. Twenty percent (20%) of the living wage costs paid by the employer can be for an employee's health care benefits. This wage rate applies to part and full-time employees who work on County contracts.

See <http://pu.ingham.org/Home/TermsConditions/LivingWage.aspx> for more information.

**7.7 Independent Contractor**

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

The Contractor shall be responsible for paying all compensation to its personnel for services they have performed under this Contract and for withholding and payment of all applicable taxes to the proper Federal, State and local governments.

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**8.0 EVALUATION, AWARD & TIMELINE**

**8.1 Award of Contract**

Award shall be made to the most responsible and responsive proposer whose proposal is determined to be the most advantageous to the County provided that the proposal has been submitted in accordance with the terms and conditions of the RFP and does not exceed the budgeted funds available.

**8.2 Basis for Award**

Information and/or factors gathered during interviews, negotiations and any reference checks, in addition to any other information or factors deemed relevant by the County shall be utilized in the final award.

**8.3 Right of Rejection**

The County reserves the right to reject any or all proposals, to waive any informalities or irregularities in proposals, and/or to negotiate separately the terms and conditions of all or any part of the proposals as determined to be in the County's best interests at its sole discretion even though not the lowest cost.

**8.4 Contract Term**

The term of this contract shall be for ten (10) years or until all requests for additional signage is complete, whichever is less. The contract term is anticipated to commence on January 31, 2019. The contract may be renewed at the expiration of the initial term of January 31, 2029 upon the written request of the County. Initial rates shall be guaranteed for a minimum of six (6) months. Any additional increase in costs shall be in compliance with Section 8.9.

**8.5 Contract Approval**

The Ingham County Board of Commissioners and other boards and committees must approve the contract resulting from this solicitation.

**8.6 Contract Development & Preparations**

1. Ingham County reserves the right to negotiate further with one or more responsible and responsive proposers. The content of the RFP and the successful proposer's proposal will become an integral part of the contract, but may be modified by the provisions of the contract.

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2. By submission of proposals pursuant to this RFP, proposers acknowledge that they are amenable to the inclusion in a contract of any information provided either in response to this RFP or subsequently during the selection process. A proposal in response to an RFP is an offer to contract with the County based upon the terms, conditions, scope of work and specifications contained in this RFP. The County retains the right not to make any subsequent award.
3. Furthermore, all proposers, by submitting proposals, agree that they have read, are familiar with all the terms and conditions of the different documents and will abide by the terms and conditions thereof. The County has the right to use, as it determines to be appropriate and necessary, any information, documents, and anything else developed pursuant to the RFP and the proposal.
4. The County will prepare a formal contract, if one is awarded, specific to this solicitation for execution by the successful proposer.
5. The County reserves the right to accept or reject in whole or in part any form contract submitted by a proposer and/or to require that amendments be made thereto, or that an agreement drafted by the County be utilized.
6. The successful proposal shall be incorporated into a resulting contract and shall be a matter of public record subject to the provisions of Michigan law.

#### **8.7 Notification of Award**

Upon acceptance by the County, and approval by the Board of Commissioners, the successful proposer will be notified of award in writing by e-mail. Recommendations for awards will be posted on the County's website at <http://pu.ingham.org/Home/BidArchives.aspx>.

#### **8.8 Contract Execution**

**The successful proposer shall commence work only after the transmittal of a fully executed contract and after receiving written notification to proceed from the County.** A valid and enforceable contract exists when an agreement is fully executed between the parties.

The successful proposer will perform all the services indicated in the RFP and in the negotiated contract. The successful proposer shall within ten (10) days of commencement of work under contract furnish the required insurance. The Certificate of Insurance, as required shall be delivered to the Ingham County Parks and Purchasing Departments.

#### **8.9 Escalation Clause (for multi-year service contracts)**

- The Ingham County Board of Commissioners (Board) recognizes the current difficult

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economic conditions and the subsequent minimal cost of living increases for County employees. As such, Contractors should fully understand that proposed contracts with cost increases greater than 1% will receive extra scrutiny from the Board and may be rejected and rebid.

- Price adjustments may be requested pursuant to the terms of the contract; however, the Contractor must notify the County within ninety (90) days prior to the current term's expiration date.
- Prior to commencement of subsequent renewal terms, the County may entertain a request for escalation in accordance with the current Consumer Price Index (CPI) at the time of the request or up to a maximum 1% increase on the current pricing, whichever is lower. For purposes of this section, "Consumer Price Index" shall mean the Consumer Price Index-All Urban Consumers-United States Average-All Items (CPI-U), as published by the United States Department of Labor, Bureau of Labor Statistics.
- The County reserves the right to accept or reject the request for a price increase. If the price increase is approved, the price will remain firm for one (1) year from the date of the increase or whatever term was previously authorized by the Board.

#### **9.0 PRICES**

Prices quoted must remain firm for the period covered by this contract, unless price escalation is herein specified. Prices quoted shall be inclusive of all costs involved with the services contained in this RFP.

#### **10.0 INVOICING**

1. The Contractor shall invoice the Ingham County Parks Department, attention Parks Director, unless otherwise advised, upon satisfactory receipt of an itemized invoice detailing at a minimum services rendered, dates of services, hourly rates, invoice number, and remit to address.
2. Payment will be made within thirty (30) days following receipt of invoice and upon complete satisfactory receipt of services.
3. The County shall notify the Contractor of any adjustments required to invoice.
4. Invoices shall only be issued by the Contractor who is awarded a contract.
5. Payments will be issued to and invoices must be received from the same Contractor whose name is specified on the agreement.

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**LOCAL PURCHASING PREFERENCE FORM**

(Please type or print clearly in ink only)

1. Do you desire to have your company considered a “local vendor” and therefore have your bid evaluated with the 10% local purchasing preference?      \_\_\_ Yes \_\_\_ No

If yes, please provide below the verifiable business address (not a PO Box) at which your business is being conducted.

2. Complete Legal Firm Name: \_\_\_\_\_

3. Company Address: \_\_\_\_\_

4. Company Phone: (    ) \_\_\_\_\_

5. Email: \_\_\_\_\_

6. Name and title of person authorized to sign on behalf of your company:

\_\_\_\_\_

7. Signature: \_\_\_\_\_

8. Date: \_\_\_\_\_

Note: Local vendors who utilize non-local vendors as subcontractors for more than 50% of the work in a specific proposal are not entitled to the preference for that specific proposal.

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**COST FORM**

(Please Type or Print Clearly in Ink)

Proposer agrees to complete the work in accordance with the Contract Documents for the following price(s):

**NOTES:**

1. *The County reserves the right to add/delete to/from the quantities listed below, as deemed in the best interest of Ingham County.*
2. *The unit costs below should include any artwork, setup, or other related costs that are necessary to produce the requested products.*

BASE BID SIGNS					
Item No.	Est. Qty.	Unit	Description	Unit Price	Amount
1	38	Each	Map / Trailhead Sign	\$	\$
2	86	Each	Trailblade Sign	\$	\$
3	143	Each	Mile Marker Sign	\$	\$
4	40	Each	On-Road Sign	\$	\$
<b>BASE BID TOTAL:</b>					

FUTURE SIGNS					
Item No.	Est. Qty.	Unit	Description	Unit Price	Amount
5	1	Each	Replacement Sign-	\$	\$
			Map/Trailhead		
6	1	Each	Replacement Sign-	\$	\$
			Trailblade		
7	1	Each	Replacement Sign-	\$	\$
			Mile Marker		
8	1	Each	Replacement Sign-	\$	\$
			On-Road		

**Explain any cost escalation over the 10-year period:**

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**REFERENCES FORM**

(Please Type or Print Clearly in Ink)

The Contractor shall have the capability and capacity in all respects to fulfill the contractual requirements to the satisfaction of the County.

Indicate the length of time you have been in business as a company providing the type of service required for this contract.

\_\_\_\_\_ Years \_\_\_\_\_ Months    **SOM Business license #:** \_\_\_\_\_

Provide a minimum of three (3) references that may substantiate your past work performance and experience in the type of work required for this contract.

Name, Address, Phone Number, E-mail, Scope of Services Performed and Contact Person

1.

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2.

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3.

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**ADDENDA FORM**

(Please Type or Print Clearly in Ink)

The following addenda have been received and acknowledged:

#1 date \_\_\_\_\_ #2 date \_\_\_\_\_ #3 date \_\_\_\_\_

SIGNED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2019

Respectfully Submitted,

BY: \_\_\_\_\_

Authorized Signature of Proposer

TITLE: \_\_\_\_\_

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**LEGAL STATUS OF PROPOSER FORM**

(Please Type or Print Clearly in Ink)

(The Proposal shall check and fill out the appropriate form.)

- Corporation
- Partnership
- Individual
- Limited Liability Corporation

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Address

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Email

\_\_\_\_\_  
Fax #

\_\_\_\_\_  
Federal Tax I.D. Number



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**CERTIFICATE OF COMPLIANCE WITH PUBLIC ACT 517 OF 2012**  
**(Please type or print clearly in ink only)**

I certify that neither \_\_\_\_\_ (Company), nor any of its successors, parent companies, subsidiaries, or companies under common control, is 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 a Contract as a result of this solicitation, 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: \_\_\_\_\_

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**STANDARDS OF CONDUCT FOR INGHAM COUNTY VENDORS**

(Please type or print clearly in ink only)

The County of Ingham conducts business with businesses, vendors and contractors under a set of rules to ensure that all County officials and employees discharge their duties in a manner designed to promote public trust and confidence in our County. The County wants you to be aware of the rules that you and its employees are required to follow. A violation of state or federal statutes may occur if these rules are broken. It is hoped that by providing these rules for you, your experience in dealing with the County will be both rewarding and satisfactory.

Providing Gifts or Gratuities:

Providing gifts or gratuities to employees in consideration for the performance of their duties, or as an appreciation for their performance, is strictly prohibited.

- Do not offer employees any gifts or loans.
- Employees may not receive any fee or compensation for their services from any source other than the County, so do not offer them.
- Buying meals for employees is only permissible during a working lunch or dinner where business is discussed and you are a current contractor (no alcohol). Employees may accept coffee, tea, soft drinks, snacks, etc. when attending meetings in your office.
- Letters to supervisors recognizing exceptional service by County employees are always welcome.

Conflicts of Interest:

- Do not ask employees for any special favor or consideration that is not available to every other citizen.
- Do not ask employees to disclose any information that is not available to every other citizen through normal public information channels unless necessary for the business you are hired for.
- Do not offer to compensate employees by offering to hire, or to do business with any business entity of the employees or their immediate family members.
- Do not ask employees to represent you or your company other than as part of their official duties with the County.
- Do not ask employees to endorse the products or services of your company.
- Do not ask employees to hand out or post advertising materials.

Vendor shall report if the following occurs:

Solicitation by County Employees:

Employees may not solicit gifts, loans, or any other items of value from people doing County business that will be used by them personally.

- If you are asked to pay a fee for services that you believe are improper or illegal, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517)

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676-7200. Employees are prohibited from taking retaliatory action against you for failing to comply with any request unless the request is within the scope of the employee's official duties for the County.

Use of County Equipment, Facilities and Resources:

Use of County equipment, facilities and resources is authorized only for County purposes.

- Do not ask employees to use County equipment to run errands or perform tasks for your benefit.

Your Rights and Expectations:

When dealing with employees of the County you have the right to honest, fair and impartial treatment. You may expect prompt, courteous and professional service from our employees who are expected to understand and practice good customer service skills. Employees are tasked to uphold the public trust through the ethical performance of their duties. We understand that the enforcement of regulatory guidelines and codes may sometimes be a cause for concern; however, you may rest assured that we are responsible to all of the citizens of Ingham and our goal is to serve them to the best of our ability. Should you have any concerns or questions concerning this information or the conduct of any of our employees, contact the County Controller/Administrator at (517) 676-7203 or Board Coordinator at (517) 676-7200.

Please acknowledge your receipt and acceptance of the aforementioned Standards of Conduct for Ingham County Vendors by signing below and returning with your submittal.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Phone #

\_\_\_\_\_  
Address, City, State, Zip Code

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

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**SIGNATURE FORM**

(Please type or print clearly in ink only)

My signature certifies that the Proposal as submitted complies with all terms and conditions as set forth in this solicitation, except as noted herein. My signature also certifies that the accompanying Proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business or commerce.

I hereby certify that I am authorized to sign as a representative for the firm:

Complete Legal Name of Firm: \_\_\_\_\_

Order from Address: \_\_\_\_\_

\_\_\_\_\_

Remit to Address: \_\_\_\_\_

\_\_\_\_\_

Fed ID No.: \_\_\_\_\_

Signature: \_\_\_\_\_

Name (type/print): \_\_\_\_\_

Title: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax No.: (\_\_\_\_) \_\_\_\_\_

Date: \_\_\_\_\_

Send Notification of Award to: \_\_\_\_\_

(First and Last Name)

E-mail of Person Receiving Award Notification: \_\_\_\_\_

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**STATISTICAL QUESTIONNAIRE FORM - OPTIONAL**

(Please type or print clearly in ink only)

The Ingham County Board of Commissioners monitors workplace demographics of proposers and vendors for statistical purposes and to indicate the need for inclusive outreach efforts to ensure that members of underutilized groups have equal opportunity to contract with the affected departments.

To that end, the County requests vendors to submit as part of their response to any formal solicitations, the following workplace diversity information. Vendors are encouraged to complete as much information as possible. This information will be used for statistical purposes only. Statistical information shall be submitted to the County in a separate sealed envelope containing the notation "STATISTICAL INFORMATION-NOT TO BE OPENED UNTIL AFTER THE AWARD OF THE CONTRACT". Upon receipt of these separate sealed envelopes, the Purchasing Department segregates the envelopes from the other Proposal documentation. The envelopes containing the statistical information are not opened until the award of the contract, and are not considered, in any way, in the award of any contract.

1. What percentage of your firm's workforce is?

Female	_____%		
Physically-disabled	_____%		
Veteran	_____%		
African-American	_____%	Caucasian	_____%
Asian-Indian American	_____%	Hispanic-American	_____%
Asian-Pacific American	_____%	Native-American	_____%

2. If your business is at least 51% owned by one of the following individuals, please check all that apply:

<input type="checkbox"/> Female	<input type="checkbox"/> African-American	<input type="checkbox"/> Caucasian
<input type="checkbox"/> Disabled	<input type="checkbox"/> Asian-Indian American	<input type="checkbox"/> Hispanic-American
<input type="checkbox"/> Veteran	<input type="checkbox"/> Asian-Pacific American	<input type="checkbox"/> Native-American

3. Complete Legal Firm Name: \_\_\_\_\_

4. Company Address: \_\_\_\_\_

5. Company Phone: (    ) \_\_\_\_\_ Email: \_\_\_\_\_

6. Name and title of person authorized to sign on behalf of your company:

\_\_\_\_\_

7. Signature/date: \_\_\_\_\_