

**RFP#19-54
Professional Services to Complete EA/23 Mile Road
From North Avenue to Romeo Plank**



**MACOMB COUNTY DEPARTMENT OF ROADS
REQUEST FOR PROPOSAL**

RFP# : 19-54

**RFP TITLE: Request for Professional Services to Complete Environmental
Assessment for 23 Mile Road from North Avenue to Romeo Plank**

REQUEST FOR PROPOSAL

The Macomb County Department of Roads will be receiving sealed proposals for Professional Services to Complete Environmental Assessment for 23 Mile Road from North Avenue to Romeo Plank.

The Macomb County Department of Roads seeks to collaborate with a professional service firm that has the knowledge and capability to study and compile information to complete an Environmental Assessment document that will be reviewed and meet the approval requirements by Michigan Department of Transportation (MDOT) and Federal Highway Administration (FHWA).

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OBJECTIVE

The purpose of this Request For Proposal (RFP) is to select a vendor who will work in a collaborative effort with MCDR to complete and obtain a Finding Of No Significant Impact Letter (FONSI) from MDOT with concurrence from the Federal Highway Administration (FHWA) for the 23 Mile Road Environmental Assessment (EA) from North Avenue Road to Romeo Plank Road. A larger study from 2000 that included this segment of 23 Mile Road was completed, submitted and received a FONSI letter. MDOT and FHWA have requested a rewriting of the EA for the section of 23 Mile Road between North Avenue to Romeo Plank that is currently listed in future years of the TIP and STIP for Macomb County. MCDR recently completed an EA study for the widening of 23 Mile from North Avenue to Fairchild Road. The collaborative effort will use data from the previously approved EA from 2000 and the body of the text from the more recent 23 Mile EA to reduce costs and speed up the process of completing the objective.

The desire of the MCDR is to have the EA demonstrate that the Preferred Alternative (PA) for widening of this segment of 23 Mile Road is a Five Lane Road Profile similar to the profile used on all other expanded segments of 23 Mile in Macomb County. However, the EA template is written in such a manner as to allow MCDR to remain neutral and let the required studies, public input, and sound engineering practices be the determining factors for selection of the PA. The goal of this RFP is to select the most capable professional firm or team (group of firms working together) to update the previous EA from 2000 at the most competitive price. This proposal is in accordance with the Macomb County Procurement Policy.

SUBMISSION PROCEDURES

Date Due: Friday, September 13, 2019 at 10:00 AM EST

Proposals will be publicly opened and read.

DELIVER VIA FEDEX, UPS OR HAND DELIVER DIRECTLY TO THE MCDR Administration Building, ATTENTION: JOHN CRUMM, 117 GROESBECK HIGHWAY, MOUNT CLEMENS, MI 48043 BY DUE DATE & TIME.

NO LATE PROPOSALS ACCEPTED.

Mail to: Macomb County Department of Roads
ATTN: John Crumm, Planning Director
117 South Groesbeck Highway
Mount Clemens MI 48043

Return: Three (3) hard copy originals,
One (1) **unencrypted** electronic copy (USB Flash Drive or CD)
Clearly mark on the envelope **SEALED RFP ITEM 2019 23 Mile Environmental Assessment Request for Professional Services**
Label all submission envelopes with the company name on the outside. If multiple firms are collaborating on a proposal list the company that has the authority to negotiate and sign contracts for the group.

Complete and return all pages requiring vendor response.

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All proposals must be submitted on the forms provided, properly executed and with all items filled out in ink or typed. Do not change or add words to the forms. Unauthorized conditions, limitations, or provisions on or attached to the forms may be cause for rejection of the proposal. Any information that is altered by erasure or by inter-lineation prior to submittal must be initialed and explained by notation above the signature of the proposer. **Macomb County vendors should be registered on the Michigan Inter-governmental Trade Network (MITN) website www.mitn.info.**

FIRM REGISTRATION WITH MCDR

Interested firms that wish to submit a proposal should send an email to John Crumm, Planning Director of MCDR, at jcrumm@rcmcweb.org immediately when someone in the firm obtains this RFP document. This assures that all interested parties will receive answers to questions posed by other firms. The responsibility of letting MCDR know that you will be submitting a proposal rests with each firm and not with MCDR as the Department has no way of knowing when and where someone might have obtained this request for proposals.

QUESTIONS

Due Date: Wednesday, September 4, 2019 at 5:00 PM EST
Submit to: Email: jcrumm@rcmcweb.org

Questions regarding RFP specifications may be directed by email only. All questions or clarifications must be directed to John Crumm at jcrumm@rcmcweb.org. Any attempt to contact other County staff other than John Crumm regarding current proposals may be grounds for disqualification as a vendor. All questions and answers will be posted to MITN after the question due date.

MODIFICATIONS

Macomb County vendors should be registered on the Michigan Inter-governmental Trade Network (MITN) website www.mitn.info. Clarifications, modifications, or amendments may be made to this document at the discretion of the MCDR prior to the opening of the solicitations. Should any such changes be made, an addendum will be issued and posted on the MITN website.

If your firm follows the registration requirement, then a notification will be sent out to you related to questions and addendums. Remember, it is the responsibility of each proposer to check the website and verify that he/she has received all addenda prior to submitting a proposal.

It is also the responsibility of each proposer to verify that all sub-proposers and material suppliers whose prices are incorporated in the proposal are familiar with the RFP Documents in their entirety, including all Addenda issued up to the time of the proposal opening. *(See also ERRORS, OMISSIONS, AND/OR DISCREPANCIES below.)*

All addenda issued to proposers prior to the date of receipt of proposals shall become a part of these specifications, and all proposals are to include the work therein described.

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DEFINITIONS

- A. RFP Documents include this Request for Proposal (including drawings, specifications and all Addenda issued prior to execution of the contract) and the proposed contract documents.
- B. Addenda are written or graphic instruments issued by MCDR prior to the execution of the contract that modify or interpret the RFP Documents.
- C. Base Proposal is the sum stated in the proposal for which the proposer offers to perform the work described in the RFP Documents as the base, to which work may be added or from which work may be deleted.
- D. Unit Price is an amount stated in the proposal as a price per unit of measurement for materials, equipment, or services, or a portion of the work as described in the RFP Documents.
- E. Proposer is a person, entity, and/or entity with subconsultants who submits a proposal to MCDR and who meets the requirements set forth in the RFP Documents.
- F. Default is the failure of the proposer to fulfill the obligations of the contract, including but not limited to, failure to deliver on time or the unauthorized substitution of articles other than those quoted and specified on the contract; or failure to deliver specified quantities (repetitive shortages).
- G. Owner is the Macomb County Department of Roads.
- H. Contractor is a person or business which provides goods or services to the County of Macomb under terms specified in a contract.

RFP DOCUMENTS

All RFP Documents are available on the Michigan Inter-governmental Trade Network (MITN) website www.mitn.info. Proposers shall use complete sets of RFP Documents in preparing Proposals. MCDR assumes no responsibility for errors or misinterpretations resulting from the use of incomplete sets of RFP Documents.

PROPOSER'S QUALIFICATIONS

Proposers must be properly licensed under the state laws governing their respective professional trades. Proposers shall meet qualifications indicated in the RFP Documents. MCDR may make such investigations as necessary to determine the ability of the proposer to perform the work, and the proposer shall furnish to MCDR all such information and data for this purpose as MCDR may request. MCDR reserves the right to reject any proposal if the evidence submitted by, or investigation of, such proposer fails to satisfy MCDR that such proposer is not properly qualified to carry out the obligations of the contract.

Submission of a proposal shall serve as evidence that the proposer has confirmed that the proposer is properly qualified to perform the work and is capable of obtaining the required bonds and insurance.

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STATUS OF PROPOSERS

Proprietors submitting Proposals shall indicate their status as proprietors.

Proposers submitting Proposals for partnerships shall indicate their status as partners and shall submit, upon request of MCDR within 24 hours following receipts of proposals, a certified copy of the power of attorney authorizing the executor of the Proposal to bind the partnership.

Proposers submitting Proposals for corporations shall indicate their status as corporations and shall submit, upon request of the Owner within 24 hours following receipt of proposals, a certified copy of the board of directors' authorization for the proposer to bind the corporation and shall affix the corporate seal on the proposal.

Proposers shall provide, upon request of MCDR, within 24 hours following receipt of Proposals, the following:

1. Names and addresses of proprietors, of all members of a partnership, or of the corporation's officers.
2. Name of county or state where the partnership is registered or where the corporation is incorporated. Corporations must be licensed to do business in the project state at the time of executing the contract.

ERRORS, OMISSIONS, AND/OR DISCREPANCIES

Proposer shall not be allowed to take advantage of errors, omissions, and/or discrepancies found in the RFP Documents. In the event a conflict or omission is discovered in the RFP Documents after the issuing of the last addendum such that an interpretation cannot be issued by MCDR prior to submitting a proposal, the proposer is directed to estimate on and provide the quantity and quality of material and labor consistent with the overall represented work so as to provide all materials, equipment, labor, and services necessary for the completion of the work.

TERMINATION

MCDR reserves the right to terminate any award to the proposer without any liability, upon a 30 day notice from MCDR.

DEFAULT (refer to Section: Definitions, Item F)

If continued abuse of any/or all of the default conditions persist, MCDR will notify the contractor in writing. The contractor will be given thirty (30) days to correct this default condition. Failure to correct within the specified period will result in MCDR canceling the Contract and procuring the articles or services from other sources. The contractor will be responsible for any excess costs occasioned thereby.

RIGHT TO REJECT

MCDR reserves the right to reject any or all proposals in whole or in part and to waive any informalities therein, or accept any proposal it may deem in the best interest of the County.

Note: Past experience and performance may be a factor in making an award.

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MODIFICATION AND WITHDRAWAL OF PROPOSALS

A proposal may be withdrawn on personal written requests received from proposer prior to submission time. A proposal being withdrawn may be re-submitted up to submission time. Negligence or error on the part of the proposer in preparing his/her proposal confers no right for withdrawal of the proposal after it has been opened.

OFFER PERIOD

Proposals will remain firm for a period of 120 days after official opening of proposals.

EXECUTION OF CONTRACT

MCDR reserves the right to accept any and all proposals, or to negotiate contract terms with the various proposers when such is deemed by MCDR to be Macomb County's best interest.

TERM OF CONTRACT

The contract will be for a minimum of six months or until the 23 Mile EA from North Avenue to Romeo Plank is completed and a FONSI released by Michigan Federal Highway Administration Office.

BASIS OF PROPOSAL

A single lump sum proposal is being entertained for the work.

SALES AND EXCISE TAXES

The County of Macomb, being a governmental unit, is exempt from sales and federal excise taxes. The price is to be net, exclusive of any taxes. All prices stated in the proposal response will include all Federal, State, County and Municipal taxes, including Michigan State Sales and Use Taxes, or contributions required by proposer's business.

INDEMNIFICATION

MCDR will not be responsible for injury to contractor's employees, sub-contractors, or to third parties caused by the contractor's agents, servants or employees. Therefore, the contractor agrees to incorporate the below hold harmless agreement into the required insurance and to be evidenced by being contained in the certificate of insurance. Further, the below listed indemnification is incorporated and is part of the subject contract.

The contractor agrees to protect, defend, indemnify and hold the County of Macomb and its commissioners, officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees, or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, legal fees, liens, demands, court costs, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of this agreement and/or the performance hereof. Without limiting the generality of the foregoing, any and all such claims, etc. relating to personal injury, death, damage to property, defects in materials or workmanship, or any actual or alleged violation

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of any applicable statute, ordinance, administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder.

The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc. at his sole expense and agrees to bear all other costs and expenses related hereto, even if it (claims, etc.) is groundless, false or fraudulent. In any case in which this indemnification would violate legal prohibition, the foregoing provision concerning indemnification shall not be construed to identify the County for damage arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the County, its commissioners, officers, employees or agents.

INSURANCE

COMMERCIAL GENERAL LIABILITY INSURANCE

Shall be written on an occurrence basis with limits of Liability of not less than \$1,000,000 (one million dollars) as combined single limit for each occurrence of bodily injury and personal injury with an annual aggregate of not less than \$2,000,000 (two million dollars). The policy shall include;

- a. Contractual Liability
- b. Products and Completed Operations
- c. Independent Contractors Coverage
- d. Broad Form General Liability Extensions or equivalent

WORKERS' COMPENSATION

Workers' Compensation Insurance meeting Michigan statutory requirements. Employer's Liability Insurance with minimum limits of \$500,000 each accident, \$500,000 bodily injury by disease policy limit, \$500,000 bodily injury by disease each employee.

AUTOMOBILE LIABILITY INSURANCE

Motor Vehicle Liability Insurance including Michigan NO-FAULT Coverage for all vehicles, owned and non-owned, leased and hired used in the performance of this contract with limits of \$1,000,000 (one million dollars) as the combined single limit for each occurrence for bodily injury and property damage.

PROFESSIONAL LIABILITY/ERRORS & OMISSIONS

Professional Liability Insurance with minimum limits of \$1,000,000 (one million dollars) each occurrence and \$2,000,000 (two million dollars) aggregate.

INSURANCE INSTRUCTIONS

All certificates of insurance and duplicate policies shall contain the following:

The County of Macomb shall be named additional insured on all policies (excluding Worker's Compensation) and the underwriters will have no right of recovery or subrogation against the County of Macomb including its agents, employees, elected and appointed officials and agencies. It being the intention of the parties that the insurance policy so effected will protect both parties in primary coverage for any and all losses covered by the subject policy. The insurance carrier(s) must have an A.M. Best rating of no less than an A-, VII.

The insurance company(s) issuing the policy or policies will have no recourse against the County of Macomb for payment of any premiums or for assessments under any form of policy.

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The contractor will assume any and all deductibles in the above any and all deductibles in the above-described insurance policies.

The term “INSURED” is used severally, not collectively, but the inclusion in this policy of more than one insured will not operate to increase the limit of the owner’s liability.

All certificates are to provide a thirty (30) day notice of material change or cancellation. Certificates of insurance must be provided no less than ten (10) working days before commencement of work to the Macomb County Department of Roads, 117 South Groesbeck, Mt. Clemens, Michigan 48043 Attention: John Crumm, Planning Director.

SPECIFICATIONS/SCOPE OF WORK

**23 Mile Road EA from North Avenue to Romeo Plank,
Macomb Township, Macomb County**

MAIN TOPICS TO FOCUS ON IN RESPONSE TO RFP

- This project is to refresh the 23 Mile Road EA from 2000 that has already received a FONSI. The process of refreshing is similar to creation of new EA but there are significant differences as it relates to not needing to use the new MDOT EA portal.
- Methods to expedite the process – with connection to keeping cost low
- Ability to establish a plan of action that maximizes the ability of the selected firm and its team with the professional skills and knowledge of the Macomb County Department of Roads Director of Planning as this will be a COLLABORATIVE EFFORT.
- Suggestion of best means and method for sharing data; Example: Google Docs and a description of how firm will work with MCDR staff.
- Best use of template EA document of MCDR already reviewed by MDOT for EAs in the past.

Overview

MCDR seeks professional services to complete the formulation of a 23 Mile EA, from North Avenue to Romeo Plank in Macomb Township. MCDR has completed and was given a FONSI in March 2000 for an EA covering 23 Mile from Dequindre Road east to Fairchild Road in Shelby and Macomb Township(s). Both MDOT and FHWA has requested that the 2000 EA be refreshed that includes using the newest approved MDOT methods for calculating individual components of the EA (Example is the Determination of Air Quality impacts generated from the construction and increased use of the widened roadway). MCDR has already requested and obtained approval from MDOT to have this project waved from using the new environmental portal since this is considered a refreshment of the approved 2000 EA. However, MCDR has been informed by MDOT that the tasks needed to refresh and updated the 2000 EA is really no different than starting an EA from scratch.

The new report must meet all the requirements requested by MDOT and FHWA to seek a new FONSI letter for the proposed widening of 23 Mile Road within the study area. Firms interested in this work should know that since the 2000 FONSI there have been additional data required to meet the submittal and approval of an EA (Reference description further in RFP to see current status and need for updates for each individual segment of MCDR’s EA template).

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Typically the EA studies for MCDR widening projects have used some consultants for complex quantifiable segments of the document but have generally incorporated and performed all edits and reviews in house. This EA was proceeding on the same traditional MCDR process but lack of staff has required seeking outside consultant services to expedite and complete the study. Therefore, some portions of this NEW 23 Mile EA are complete. MCDR is seeking to collaboratively work with a firm using the existing template document and complete the EA portion for this construction project to commence.

The selected firm will receive all completed documents, as well as, the formatted template document that MCDR has used in past EA studies that has achieved a FONSI for construction projects. The selected firm is asked to use the existing document format, text, graphics as a base to reduce time and costs. MCDR seeks recommendations to improve the document but also does not desire to radically alter layout as this would extend reviews that achieved approval of the language by LAP MDOT and FHWA Office of Michigan.

The selected firm will work directly with the MCDR Director of Planning to collectively formulate a plan to complete 23 Mile EA as soon as possible. The selected firm will commit to work with MCDR throughout the entire EA process until a FONSI has been signed by MDOT and FHWA Michigan Office.

Please review the following items prior to responding to our request for professional services.

Content of Plan:

- I. The selected firm will use existing MCDR EA template currently in a Word document. If there are suggested text and graphic changes the selected firm should present them to MCDR for a review. Any major changes will require formal approval by MCDR staff prior to use. As a first step to this contract, the MCDR and selected firm will identify the person in each entity that has authority for final changes and approvals. The goal in this project is to allow the reviewing staff of MDOT and FHWA to quickly examine submitted documents to reach a quick decision to provide this study area a new updated FONSI.
- II. **General Plan Requirements** – This plan will be written using the MCDR format and make sure that all guidelines are met that have been established by MDOT and FHWA in the process to complete and obtain approval for an FONSI for a road widening construction project. There will be a kickoff meeting with the selected firm to determine a schedule and course of action to complete each segment of the 23 Mile EA. Throughout the process MCDR will be the contact to MDOT Local Agency Programs unless otherwise authorized by MCDR for the Selected Firm to directly contact MDOT.
- III. **Current Status of Tasks and Completion of Segments of Document:**
 - a. **HARD COVER AND BACK COVER** – Selected firm can suggest changes to text and graphics and layout.
 - b. **COVER PAGE WITH GRAPHICS** – This can be reviewed by MCDR and selected firm and changes can be made with approval by MCDR.
 - c. **SIGNATURE PAGE** – Use existing MCDR signature page and change date and check to determine correct staff are listed to sign the document. This task is 100% done by MCDR.

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- d. **PREFACE** – Remains unchanged and will be a task performed 100% by MCDR
- e. **CHAPTER 1: Project Site, Purpose and Need** – MCDR would like to use the existing outline but would be open to suggestions to changes on text and graphics that would better align the existing document to specific issues related to 23 Mile Road between North Avenue and Romeo Plank. Review and suggested changes can be provided by Selected Firm. MCDR makes final approval of content.
- f. **CHAPTER 2: Current Conditions in Corridor** – MCDR has collected and had the conditions analyzed through Synchro models and is owner of all documentation of this work that was generated through another contract with DLZ Engineering. This includes an analysis of current and future AADT years, as well as, update of all charts included in the template document. Further Selected Firm will evaluate current PASER Conditions in the study area and update figure that shows the various segments of Poor, Fair, and Good condition of the surface of the road. Finally the Selected Firm will look at crash rates and safety conditions in the study area and update this section of the EA Template.
- g. **CHAPTER 3: Alternatives** - Included in responsibilities of Selected Firm are the review and any suggestions to rewriting of alternatives and the reasons for selecting the **PERFERRED CRITERIA**. This chapter must include existing or updated reviews for all existing alternatives already in the MCDR EA template (No-Build, Three Lane, Four Lane, Five Lane,). The Selected Firm will also research and write an additional review of construction using a road profile of a boulevard and the pros and cons of this alternative. MCDR will invite suggestions and modifications to change existing reasoning for dismissal of alternatives in EA document.
- h. **TABLE 7. Summary of Alternative Evaluations** – All tables in the document will reviewed by the Selected Firm. Table 7is specifically listed as a separate task as this was required to be added by MDOT and FHWA and is used to summarize and compare and contrast the pros and cons of the various alternative road profiles described in Chapter 3. Proposed changes will be done by Selected Firm in an effort to make the Table easier for the reader of the EA to comprehend.
- i. **Chapter 4: Social and Environmental Impacts** – This chapter includes both the social impacts and the physical properties. The chapter is divided between discussions with real population changes and touches on special groups of citizens that federal law and court cases have determined have been unduly negatively impacted by environmental impacts in the past. Social impacts will be completed by Selected Firm. The chapter also includes then anticipated right-of-way that will be needed to be obtained to complete the project. The listing of Right-of-Way needs will be done 100% by MCDR staff.
 - o **Septic Fields within Construction Area** will be done in collaboration with MCDR and Selected Firm. Information will be obtained through checking with Macomb County Health Department and MCDR Right-of-Way Agent. Task includes identification of properties, as well as, septic fields located in close proximity of construction zone that may be negatively impacted by earth movement tasks and so will be required to find exact corners of the field to avoid damage.

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- **Relocation of Residents Section** involved in total take of property will be written in collaboration with Selected Firm and will work with Planning Director to complete the relocation section. The material for completing this segment will come from records and discussions with Right-of-Way agent from MCDR. There is believed to be only one total parcel purchase and relocation and MCDR Planning Director has already had an informal discussion with SHPO on worthiness of this 100 year old home being of significant value for historic preservation. The informal email response from SHPO office and the reviewer of this project was he did not see the structure as worthy of showing a particular style of house and he could also find no important historical events associated with the house. Therefore, the question of impacts of historic value to demolition of house are deemed very low.
- **Generalized Zoning** for construction area can be 100% completed by MCDR and then will be incorporated in the text by the Selected Firm.
- **Generalized soil study** report will be 100% performed by MCDR Director of Planning.
- **Migratory Bird review** will be updated by Selected Firm either using existing sources or new sources of data. In addition information layout can be analyzed and determine if there is a better format to convey the message this data will demonstrate.
- **Threatened and Endangered Species** has been started by MCDR by obtaining a report from the Michigan Natural Features Inventory and this will be provided by MCDR to the Selected Firm. The 23 Mile EA starts east of Middle Branch of Clinton River and so this area will not be impacted or included in the construction limits. This will drastically reduce potential negative impacts in this section of the report. The remainder of the waterways in the study area are smaller and MDOT maps indicate no mussels in these areas as it would relate to impacting the construction of new bridges or placement of prefabricated box culverts in the waterways.
- **Northern Long-Eared Bat and Indiana Bat Habitat Survey** – Selected firm will review text and make sure that MCDR has included the most current procedures for addressing the issues for this species.
- **Massasauga Rattlesnake Habitat Review** – Selected Firm will review existing summary and modify if MCDR template does not totally meet current practices of managing and protecting Massasauga Rattlesnake habitat in construction areas.
- Selected Firm will provide guidance to removal of trees if this activity needs to be done outside of construction proposal package.
- (j) **Section 4(f) Resources** – Selected firm will review text and make sure that MCDR has included the most current procedures for addressing this portions of the document MCDR has begun the SHPO process by reviewing all structures in the area and determining and mapping the parcels that have structures that are 50 years or older that are located in the project APE. Selected firm will complete submittal and review of archeological information and is in charge of obtaining a concurrence letter back from the Michigan SHPO office. The coordination between Indian Tribes will be conducted by MCDR and MDOT LAP staff.

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- **Farmland** – Significant productive farmland soils that will be lost from this proposed project must be reviewed and quantified using the current Michigan Department of Agriculture and Soil Conservation Districts. Selected Firm will perform this calculation and if need be have this reviewed through the Agricultural NEPA process in Michigan.
 - **Watershed review** must be updated and include information on MS4 permit requirements as required for current storm water discharge from newly constructed road projects funded with Federal Transportation Dollars.
 - **Floodplain** – MCDR will complete this segment.
 - **Wetlands** – MCDR will complete this segment.
 - **Air Quality Impacts** – Review and make sure MCDR text meets current standards. Selected Firm will be required to conduct Hot-Spot analysis for major pollutants and those pollutants required to have more detailed descriptions as specified by studies conducted by SEMCOG.
 - **Noise Analysis** – Is 100% completed and draft has had one review completed by Thomas Hanf of MDOT.
 - **Population and Demographic Changes** – MCDR will complete
 - **Environmental Justice** – Selected firm will review the MCDR text and provide any suggestions or proposed methods for determination of those people or location of a group of people that would fall under the protection provided by the Presidential Executive Order 12898 of 1994. In addition, evaluation must be made on impacts to elderly or those that speak another language within their household. Census data related to language has been used in the past but many times does not meet a statistically significant confidence level for the study area. If other data can be obtained or the Selected Firm can provide another cost effective manner of obtaining this information, then they should provide their proposal to MCDR and the proposal will be reviewed and accepted or denied.
 - **Utilities** – Will be completed 100% by MCDR
 - **Contaminated Sites** – Will be completed 100% by MCDR
- IV. **Chapter 5: Coordination and Conclusion** – text summarizing the coordination efforts and public outreach will be completed 100% by MCDR
- V. **Public Engagement Plan** – Will be developed by selected firm and take into account that MDOT requests notification to residents living within a half-mile north and south of 23 Mile Road and that this EA covers 3 Miles. This will include mailing of postcards to individual houses and businesses in the impact zone. Selected firm can use existing MCDR postcard and improve layout and information. The firm can also recommend a printing firm to produce postcards and mailing or can choose to use Lee Printing that has been used by MCDR for all other EA printing and mailing jobs.
- VI. Public comment will include at a minimum of one public “engagement” meeting prior to submitting a draft of the EA for review to MCDR; second public “engagement” meeting after submittal is reviewed and MCDR comments addressed; and final formal public hearing with minutes taken by a court reporter or other accepted certified recorder for adoption of the EA at the public level. This approach should be developed with consideration of minimizing cost to

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complete this portion of the EA. MCDR is not looking for the most innovative and cutting edge public engagement process for this particular refreshing of the 23 Mile Road EA.

- VII. **Selected firm will also develop public notices** to promote the individual meetings and conduct and detail any public involvement done through other various media (written letter, emails, phone calls, etc.). This includes rewriting of existing MCDR notification in public newspaper as required by the EA process. A sample of all these items will be placed in this Appendix.
- VIII. **Reference Material** – Selected firm should provide all reference material used in the development of the EA document. This information should be listed in back of document using the Chicago Style of Citation format.
- IX. **Appendix A – Correspondence** - This appendix will be jointly compiled by MCDR staff, selected firm, and with assistance from MDOT LAP staff.
- X. **Appendix B – Public Involvement** – This appendix will contain all information related to materials and public sign in sheets at engagement events. It will also include samples of notifications and postcards and include a summary of the steps that were taken to increase public involvement and specific tasks done to engage groups of people that have been historically identified as being marginalized in past public outreach plans.
- XI. **Appendix C – Exiting Road, Proposed Road, and Management of Traffic** – will be 100% compiled by MCDR staff.
- XII. **Appendix D – Aerial Photos of Project Area** – will be 100% compiled by MCDR staff.
- XIII. **Appendix E – Selected firm will obtain traffic data from MCDR Traffic Department** or through web page access and will format the material according to the method that will be accepted by MDOT and FHWA.
- XIV. **Appendix F – Noise Study Report** – Is 100% complete and will be supplied by MCDR Staff.
- XV. **Appendix G – Crash Data with Map** – Selected firm will gather information and put together map and meaningful diagrams or charts that show crash problems or crash tendencies in the corridor. This will be done in a manner that is accepted by MDOT and FHWA.
- XVI. **Appendix H – Detailed Michigan Natural Features Inventory Report** – 100% provided by MCDR staff.
- XVII. **Appendix I – If a Detailed In-The-Field Bat Study** is determined to be necessary, the selected firm will conduct this study by someone recognized by MDOT and FHWA as knowledgeable of the animal habits and native vegetation where the Indiana and Northern Long Eared bats live.
- XVIII. **Appendix J – Local Planning will be replaced with report on detail of LOS study with Map.** This will be furnished by Selected Firm through updating past appendix on the subject.
- XIX. **Appendix K – USDA Soil Report** – 100% of appendix will be completed by MCDR staff.
- XX. **Appendix L – SYNCHRO Software Analysis and Map** – 100% will be completed by MCDR staff (completed by DLZ Engineering through other contract).
- XXI. MCDR will entertain reformatting of an of the appendix if staff from Selected Firm can present layout that is easier for the public to understand that does not require

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huge costs. The Selected Firm can also recommend additional appendices if the selected firm staff identifies something that is required by MDOT but is missing. MCDR will have final say of appendix additions.

REQUIRED FORMAT FOR SUBMITTAL PACKAGES

Firm Name

Firm Address

Person in Firm with Ability to Execute Contracts

List any subconsultants to be used to complete project and clearly define the segments that they will be assigned.

Description of Understanding 30 points

Please write no more than a one page description as to how your firm will approach completing the task defined in this RFP. Also describe the method of collaboration proposed so that your firm can work seamlessly with MCDR staff. The selected firm should describe methods for keeping project on track to assure that timeline does not get delayed. This includes but not limited to keeping contact and reminders to MCDR staff of material needed and by what date. Further describe on-going plan for communications to complete task. Communication can be in the form of conference calls some face-to-face meetings and emails may be used to correspond but not relied upon as the primary source of keeping the project on track. It is MCDR's objective to have the firm continue through on suggested edits and changes by MDOT and FHWA. Please describe how the firm will address these issues in collaboration with MCDR staff. A first writing of edits would be appropriate with review by MCDR but further information should be given on how the edits will be incorporated into the document. If MDOT or FHWA want additional testing that is within the boundaries of the approval process of a normal EA, then MCDR places the conduction of those tasks assigned to the selected firm.

Staff 40 points

In brief paragraphs describe staff and their task. Only list past experience as it relates to the tasks potentially assigned in the writing on the 23 Mile EA Update.

Past Experience 20 points

List three past projects and a contact. Firm can include direct EA work for MDOT projects but higher score will go to those with experience of local agency EA work to conform to MDOT and FHWA requirements.

Timeline 30 points

Provide the most aggressive timeline considering time for review by MDOT and FHWA. Timeline should be balanced with overall cost to expedite project. Goal to reach is construction and widening of one mile of 23 Mile in the 2019-2020 construction season.

Evaluation of Proposal of working jointly with MCDR Staff to complete Task 35 points

Selected Firm should describe their method of working together with MCDR to complete this EA and have a successful FONSI given. Please discuss in this segment any details of costs that will be incurred if sections of the proposal are removed or tasks transferred back to MCDR and



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not done by Selected Firm. Also describe cost adjustments to segments as MCDR staff will continue to progress along on EA as this RFP is posted, scored and approved.

Budget 45 points

Budget will be evaluated as a lump sum to complete each task identified in the scope of services requested. The evaluation will be done by total cost of all tasks requested, but MCDR reserves the right to decide to complete additional tasks internally if so desired and this will be determined at the required kickoff meeting with the firm awarded the contract.

Please make sure to place a lump sum cost to each item listed on the cost page and a final total. MCDR is not responsible or will not consider a budget sheet that is not totally completed and a total sum is reported at the bottom of the page. In addition, submittal package will not be considered without a signature of someone from the firm that has the power and authority to allocate resources of the firm and is legally recognized to sign cost proposals for the firm.

This RFP will become an attachment to the approved contract and all items offered in the submittal to this RFP will be assumed to be a requirement to meet the standard contract for professional services used by MCDR.

COST PAGE SUMMARY

All proposals must use this cost layout within their submittal package. This exact page may not have enough space, so RFP submittal can include a substitute page but must remain in this format. Failure to use this format and sequence of sub-items could result in rejection of the proposal. Remember that all areas will start with the MCDR EA template previously accepted by MDOT and FHWA. Other areas will require a share percentage with MCDR, for which proposer must fill in cost on blank line.

- A. Hard Cover, Back Cover, Graphic Work, Signature Page 50% MCDR _____
- B. Preface 100% MCDR
- C. CHAPTER 1: Project Site, Purpose and Need 75% MCDR _____
- D. Chapter 2: Current Conditions in Corridor 50% MCDR _____
- E. Chapter 3: Alternatives 50% MCDR _____
- F. Table 7: Summary of Alternative Evaluations _____
- G. Chapter 4: Social and Environmental Impacts _____
 - a. Include in this cost – Septic Field Research, Relocation Information, Migratory Bird Review, Threatened and Endangered Species, North Long Eared Bat and Indiana Bat Survey, Massasauga Rattlesnake Habitat Review
- H. In Field Study for Bats _____
- I. Section 4(f) Resources Include: _____
 - a. Farmland Ideal Soils Study _____
 - b. Watershed Review with MS4 Requirements _____
 - c. Floodplain 100% MCDR
 - d. Wetlands 100% MCDR



COST PAGE SUMMARY (CONTINUED)

e. Air Quality Impacts	_____
f. Noise Analysis	<u>100% MCDR</u>
g. Population and Demographic Changes	<u>100% MCDR</u>
h. Environmental Justice	_____
i. Utilities	<u>100% MCDR</u>
j. Contaminated Sites	<u>100% MCDR</u>
J. Chapter 5: Coordination and Conclusion	
a. Public Engagement Plan (and Implementation)	_____
b. Public Informational Meetings (2)	_____
c. Public Formal Meeting (1)	_____
d. Public Notice Creations	_____
e. Postcard Creation to be sent ½ Mile Radius around Study Area	_____
f. Postcard Mailing	_____
g. Reference Material	_____
h. Appendix A: Correspondence	75% MCDR _____
i. Appendix B: Public Involvement Summary	_____
j. Appendix C: Existing Road, Proposed Road, and Traffic	<u>100% MCDR</u>
k. Appendix D: Aerial Photos of Project Area	<u>100% MCDR</u>
l. Appendix E: Traffic Data	50% MCDR _____
m. Appendix F: Noise Study Report	<u>100% MCDR</u>
n. Appendix G: Crash Data with Map	_____
o. Appendix H: MNFI Report	<u>100% MCDR</u>
p. Appendix I: Detailed Bat In-Field Survey if Needed	_____
q. Appendix J: Local Planning LOS	_____
r. Appendix K: Soil Report	<u>100% MCDR</u>
s. Appendix L: SYNCHRO Analysis	<u>100% MCDR</u>
t. Printing and Binding of Reports 6 Draft (MDOT & FHWA and Public Review)	_____
u. Printing and Binding of Final Reports 6 Draft	_____
v. Responding to MDOT FHWA Review on Areas done by Consultant until Project Receives FONSI	_____
 TOTAL BUDGET COST	 =====



FORMS

INSTRUCTIONS

All Proposals must be submitted on the forms provided, properly executed and with all items filled out in ink or typed. Do not change or add words to the forms. Unauthorized conditions, limitations, or provisions on or attached to the forms may be cause for rejection of the proposal. Any Proposer information that is altered by erasure or by inter-lineation prior to submittal must be initialed and explained by notation above the signature of the Proposer.

LIST

The following is a list of forms that are to be completed and returned:

County Vendor Disclosure Form. . . .	Page 19
Non-Collusion Affidavit	Page 21
Macomb County Preference	Page 22
General Information	Page 23
Work References	Page 24
Federal E-Verify Program	Page 25
Iran Economic Sanction Act	Page 26
Proposal Form	Page 27
Vendor Certification Debarment . . .	Page 28



County of Macomb, Michigan

VENDOR DISCLOSURE FORM

PROPOSER: THIS AFFIDAVIT MUST BE COMPLETED, SIGNED, NOTARIZED AND INCLUDED IN YOUR PROPOSAL SUBMISSION.

The Macomb County ethics ordinance requires vendors of the County to complete and file a disclosure statement, the purpose of which is to disclose any financial relationships or other conflicts of interest that may exist between vendors and employees or elected officials (or their appointees) of the County. Once filed, the disclosure form does not need to be updated unless there is a change in circumstance that would cause the answer to any of the questions to change, at which time an amended disclosure form must be filed. Filing of the disclosure form is considered a condition of payment.

VENDOR NAME: _____

1. Does the vendor currently employ a relative of any employee, elected official or appointee of an elected official of Macomb County? Relative is defined as husband or wife, father or mother, son or daughter, brother or sister, uncle or aunt, first cousin, nephew or niece, great uncle or great aunt, grandfather or grandmother, grandson or granddaughter, father-in-law or mother-in-law, son-in-law or daughter-in-law, brother-in-law or sister-in-law, stepfather or stepmother, stepson or stepdaughter, stepbrother or stepsister, half-brother or half-sister, the parents or grandparents of the individual's fiancée.

YES NO

If yes, please answer the following:

- Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
County Department or Agency: _____
- C. Agency: _____

2. Does any employee or elected official of Macomb County have an interest in the vendor organization in any of the following capacities, either compensated or non-compensated: director, officer, partner, beneficiary, trustee, member, employee or contractor.

YES NO

If yes, please answer the following:

- Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
- C. County Department or Agency: _____
- D. Position/Title with Vendor: _____

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3. Does any current employee or elected official of Macomb County have legal or beneficial ownership of 10% or more of the outstanding stock of the vendor organization?

YES **NO**

If yes, please answer the following:

- A. Name of County employee or elected official (or appointee): _____
- B. County Position/Title: _____
- C. County Department or Agency: _____
 % of Ownership of Vendor
- D. Organization: _____

4. In the last five calendar years, has the vendor failed to perform or otherwise deliver on the terms of a contract or agreement with Macomb County, or any other public entity, including suspensions or debarments?

YES **NO**

If yes, please provide further explanation:

I hereby certify that the information included on this form is complete, true and accurate to the best of my knowledge and belief. I understand that either myself or the organization to which this form applies may be subject to sanctions and/or penalties as set forth in the ethics ordinance if any information has been falsified or omitted.

Name (Please Print)

Title

Signature

Date

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NON-COLLUSION AFFIDAVIT

STATE OF)
) ss
COUNTY OF)

_____, being first duly sworn, deposes and says that he/she is authorized on behalf of _____ (Proposer Name) who is making the foregoing proposal(s) that:

- 1) Such proposals are genuine and not collusive or a sham.
- 2) This Proposer has not colluded, conspired, connived or agreed, directly or indirectly, with any other Proposer or person to submit a proposal which is a sham.
- 3) This Proposer has not in any manner agreed with any other persons or businesses to fix the proposed price, overhead, profit, or any cost element of the submitted proposal.
- 4) This Proposer has not attempted to secure any advantage against any other Proposers through collusion with any other Proposer or employees or representative of the County.
- 5) That the proposals submitted are true and accurate to the best of my knowledge and belief and are made in good faith.
- 6) This Proposer has not directly or indirectly submitted or disclosed its proposal or its contents or divulged information or data relative thereto to any association or to any member or agent of any other Proposer to this proposal.

Further, Affiant sayeth not.

Subscribed and sworn to before me
this ___ day of _____, 20___.

Notary Public
County of _____,
State of _____,
My Commission Expires: _____

PROPOSER: THIS AFFIDAVIT MUST BE COMPLETED, SIGNED, NOTARIZED AND INCLUDED IN YOUR PROPOSAL SUBMISSION.

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MACOMB COUNTY BASED PREFERENCE

A local preference percentage credit from the following allowance table will be applied to the proposal of any County-based Enterprise. This credit will be subtracted from the proposal of the County-based Enterprise. In comparing proposals, the proposal of the County –based Enterprise after subtraction of the credit shall be considered the official proposal. However, if the County-based Enterprise is awarded the Contract, the proposal without the equalization percentage credit shall be the Contract price.

<u>Contract Amount</u>	<u>Local Preference Percentage</u>
Up to \$50,000.00	5
\$50,000.00 to \$200,000.00	3
\$200,000.00 and over	1

1. No business shall receive these credits unless it has been certified by the Purchasing Manager.
2. Any business who claims entitlement to any local preference credit shall disclose the records necessary to establish eligibility to the County.
3. After applying any local preference credits as provided above, the Contract shall be awarded to the lowest Responsible Proposer thus evaluated.

IN ORDER TO DETERMINE IF YOUR BUSINESS IS ENTITLED TO RECEIVE A LOCAL PREFERENCE PERCENTAGE CREDIT PLEASE ANSWER THE FOLLOWING QUESTIONS:

1. Is your business headquarters physically located within Macomb County, or has it been conducting business at a location with a permanent street address in the County of Macomb on an ongoing basis for not less than one taxable year prior to your proposal or response to this Request for Proposal? **YES _____ NO _____**
2. Has your business paid property taxes on real or personal property within the past year on property which is ordinarily needed to perform the proposed contract? **YES _____ NO _____**
3. Are at least 50 percent of your regular full-time employees based at the County location to perform the proposed contract? **YES _____ NO _____**
4. Has your business been dealing for at least one year on a regular commercial basis in the kind of goods or services which are the subject of this proposal or proposal? **YES _____ NO _____**

Drug Screening

To the extent not prohibited by law, all contracts for construction, repair, alteration, or rebuilding of a County building or other property shall include a provision requiring the contractor and any subcontractor providing services under the contract to conduct pre-hire screening for illegal drug use by their employees who provide services under the contract.

If applicable, is your business compliant with this requirement? **YES _____ No _____**

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GENERAL INFORMATION

In further description of this Proposal, we desire to submit sheets marked as follows:

Submitting under the name of: _____

DUNS Number: _____

Federal Employer Identification Number: _____

which is (check one of the following):

() Corporation, incorporated under the laws of the State of:

() Partnership, consisting of (list partners):

() Assumed Name (Register No.) _____

() Individual

AUTHORIZED SIGNATURE: _____

Printed or typed signature: _____

Title: _____

Address: _____

City, State: _____

Date: _____

Telephone Number: _____

Fax Number: _____

Email: _____

When payment on such order or contract is to be directed to the same company at an address different from above, please list the address to be used below:

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WORK REFERENCES

PROPOSER'S COMPANY NAME _____

Please list at least three companies or public agencies for which you have done similar work.

MCDR reserves the right to reject low Proposals for poor past performance or inadequate references.

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

NAME OF COMPANY _____

CONTACT PERSON _____

ADDRESS _____

TELEPHONE NO. _____

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FEDERAL E-VERIFY PROGRAM

The Macomb County Board of Commissioners has established a policy regarding the Federal E-Verify Program. This policy states that future contracts (including both new and reviewing contracts) between Macomb County and contractors and vendors who provide services in excess of twenty-thousand dollars (\$20,000) shall require the contractors and vendors to register with, participate in, and utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring their employees and require the County's Human Resources Department to utilize the E-Verify Program (or any successor program implemented by the federal Department of Homeland Security and Social Security Administration) when hiring new employees.

For more information about E-Verify, go to www.uscis.gov. Click on the E-Verify icon on the bottom left-hand corner of page.

**ACKNOWLEDGMENT OF MACOMB COUNTY'S POLICY
REQUIRING PARTICIPATION IN THE FEDERAL E-VERIFY PROGRAM
AND CERTIFICATION OF COMPLIANCE**

The undersigned hereby acknowledges receipt of a copy of the policy of the Macomb County Board of Commissioners requiring contractors, including those providing professional services, who provide services **in excess of \$20,000 a year** to the County to register and participate in the Federal E-Verify Program.

The undersigned hereby certifies that (he/she/it) will comply with this policy and will register with, participate in and utilize the E-Verify Program or any successor program implemented by the Federal Department of Homeland Security and Social Security Administration when hiring employees.

DATED: _____

Authorized Signature

Printed or Typed Signature

Name of Company



CERTIFICATION OF COMPLIANCE – IRAN ECONOMIC SANCTIONS ACT

Michigan Public Act No. 517 of 2012

The undersigned, the owner or authorized officer of the below-named Proposer _____, hereby certifies, represents and warrants that the Proposer, including its officers, directors and employees, is not an “Iran linked business” within the meaning of the Iran Economic Sanctions Act, Michigan Public Act No. 517 of 2012 (the “Act”), and that in the event Proposer is awarded a contract, the Proposer will not become an “Iran linked business” at any time during the course of performing any services under the contract.

PROPOSER:

Name of Proposer

By: _____

Its: _____

Date: _____

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RFP FORM

RFP Item 19-54

Proposer: _____
(print or type company name)

(Telephone Number)

BASE PROPOSAL

The undersigned proposer, having carefully examined the RFP and Contract Requirements, Conditions of the Contract, Drawings, Specifications, and all subsequent Addenda, all as issued by the owner, and being familiar with all conditions and requirements of the work, hereby proposes and agrees to furnish all material, labor, equipment, tools and supervision; and to furnish all services necessary to complete the work required in accordance with the RFP Documents for the following projects, in the following amount:

_____ Dollars \$ _____
(Sum to be written out)

Respectfully submitted this ____ day of _____, 20__.

By: _____
(Name of firm or corporation)

Witness:

By: _____
(Signature)

Attest: _____
(Signature)

(Type or print name)

By: _____
(Type or print name)

Title: _____
(Owner/Partner/President/Vice Pres.)

Title: _____
(Corporate Secretary or Assistant Secretary Only)

Address: _____
Phone: _____

License: _____

Federal ID No.: _____

(Affix Corporate Seal Here)

Company Name

Company Representative

Title

Date

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COUNTY OF MACOMB

VENDOR CERTIFICATION DEBARMENT

All information requested in this section must be completed and the document notarized. Any information omitted, or erroneously reported, may result in disqualification for current or future bidding and supply on behalf of the County of Macomb.

The undersigned warrants and presents that they have full complete authority to make representations for and on behalf of the undersigned company and that their representations are fully binding upon the undersigned company.

1. The undersigned are not presently debarred, suspended, proposed for debarment, declared ineligible, or excluded from transactions by any federal department or agency, or any state, county or local municipality, department or agency.
2. The undersigned has not within a three (3) year period preceding this bid been convicted of, or had a civil judgment rendered against them for the commission of fraud, a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction, or a contract a public transaction, violation of federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
3. The undersigned are not presently indicted for or otherwise criminally or civilly charged by any governmental entity (federal, state or local) with commission of any of the offenses set forth in paragraph 2.
4. The undersigned have not within a three (3) year period preceding this bid, had one or more public transactions (federal, state or local) terminated or attempted to be terminated for cause or default.

IF THE APPLICANT IS UNABLE TO CERTIFY TO ANY OF THE STATEMENTS IN THIS CERTIFICATION, CERTIFICATION AND EXPLANATION SHALL BE ATTACHED AND PRESENTED WITH THIS CERTIFICATION.

THE UNDERSIGNED CERTIFIES OR AFFIRMS THE TRUTHFULNESS AND ACCURACY OF THE CONTENTS OF THE STATEMENTS SUBMITTED MADE ON BEHALF OF THE UNDERSIGNED PROPOSER.

Proposer: _____

Proposer Address: _____

Proposer Representative: _____

Signature: _____
(Print full name)

Subscribed and sworn to before me this
_____ day of _____, 20____.

Notary Public
County of _____,
State of _____
My Commission expires: _____