



Ottawa County

## Request for Proposal 24-067 Social Recreation Opportunities

The County of Ottawa, on behalf of Community Mental Health of Ottawa County (CMHOC), is requesting proposals from experienced and qualified vendors to provide social recreation opportunities for residents of Ottawa County with intellectual/developmental disabilities, mental illness and/or substance use disorders. Contracts will be awarded to selected vendors for a 2-year term.

By responding to this RFP, the Proposer agrees to perform in accordance with the terms and conditions set forth herein.

RFP Issue Date:	Monday, June 10, 2024
<b>Questions Deadline:</b>	<b>Wednesday, June 19, 2024</b>
Addendum Issuance:	Friday, June 28, 2024
<b>RFP Deadline:</b>	<b>By 2:00 PM (ET) Wednesday, July 10, 2024</b>
Evaluation Timeline (Estimated):	Friday, July 19, 2024
Interviews (If Needed):	Friday, August 2, 2024
Intent to Award (Estimated):	Monday, August 19, 2024
Contract Start (Estimated):	Tuesday, October 1, 2024

RFP Administrator: Jon Marin, Procurement Specialist, 616-738-4860,  
[purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org)

All requests for additional information or questions should be directed to the RFP Administrator.

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## Section 1: Information Summary

### General Information:

The County of Ottawa distributes solicitation documents through the Michigan Intergovernmental Trade Network (MITN), website at <http://www.bidnetdirect.com/mitn> and through the Purchasing page of the County of Ottawa's website located at <http://www.miottawa.org/Departments/FiscalServices/bids.htm>. Copies of proposal documents obtained from any other sources are not considered official copies, and may result in failure to receive addenda, corrections or other revisions that may be issued.

For purposes of this RFP, the term "Contractor," "Vendor," "Proposer," "Respondent," or "Bidder" are considered to have the same meaning, all referring to the person or company responding to this RFP. Additionally, the terms "CMH", "County," "Client," or "Owner" refers to the County of Ottawa.

### Proposal Submission:

Proposals must be received by **2:00 PM (ET) on Wednesday, July 10, 2024** Proposals received after this time may not be considered. Proposals may be withdrawn at any time prior to the scheduled proposal deadline. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP Deadline.

Proposals should be concise and complete, covering all items identified, emphasizing an understanding of the project and the resources to perform the intended work.

Proposals will be reviewed to determine if submission requirements are met.

Proposals that do not comply with submittal instructions established in this document and/or that do not include the required information may be rejected as non-responsive.

Vendor assumes responsibility for meeting the submission requirements and addressing all necessary technical and operational issues to meet the project objectives.

All proposals must include completed, signed copies of all required attachments.

Vendor assumes all risks associated with electronic submission (including possible technical issues). Proposals containing hyper-links to required response documents or required information (i.e. pricing, references etc.) may be disqualified. Attachments must be filled out in full and signed by an authorized Company representative.

### Proposal Response:

Proposal response must contain completed, signed copies of each of the following required attachments:

- ATTACHMENT A-COVER SHEET FOR PROPOSAL
- ATTACHMENT B-VENDOR REFERENCES
- ATTACHMENT C-PROPOSAL RESPONSE

Proposals will be accepted by e-mail submission only, as follows:

Respondents will submit an electronic response (preferably single-file PDF format) by e-mail to: [purchasing.rfp@miottawa.org](mailto:purchasing.rfp@miottawa.org) with subject line of: "RFP# 24-067 Social Recreation Opportunities". The County can receive email attachments up to 25 megabytes. Proposal documents larger than 20 megabytes should be sent in multiple emails with subject line of: "RFP# 24-067– 1 of 2", etcetera. It will be the Proposers' responsibility to ensure that their proposal have been appropriately delivered and received by the County and before the deadline.

### Modification:

Prior to the date and time set forth as the Proposal Receipt Deadline, proposals may be modified or withdrawn by the Proposer's authorized representative. After the submission deadline, responses may not be modified or withdrawn without written consent of the County.

### Pre-Proposal Conference:

No pre-proposal conference scheduled.

### Questions:

Vendors may submit questions and requests for clarification relating to this RFP to the RFP Administrator by the stated deadline. Responses to all questions and inquiries received by the County will be issued in the form of an Addendum and posted on the MITN and the County's website, as needed. Only answers to questions submitted prior to the submission deadline and released in the form of an Addendum will be considered official and final. Any remarks or explanations made by phone, email, or in-person will be considered draft and will be non-binding.

## Section 2: Background Information

### County Information:

Beautiful Ottawa County is located in the southwestern section of Michigan's Lower Peninsula. Its western boundary is formed by Lake Michigan, and its eastern boundary is approximately 30 miles inland. The County landmass consists of a total area of 565 square miles with over 300 miles of water frontage. The County is composed of 6 cities, 17 townships, and 1 village.

The current County's legislative body is an eleven-member Board of Commissioners which is elected from single-member districts, determined by population, on a partisan basis for two-year terms. The Board of Commissioners provides oversight, establishes policy, and builds the strategic plan for County operations.

Ottawa County has been named the fastest-growing population in the state. Between 2010 and 2020, there was a 12.3% increase in population. The estimated population in the County in 2021 was 299,157. This significant population growth is expected to continue in the years ahead.

## Section 3: Scope of Work

The County of Ottawa, on behalf of Community Mental Health of Ottawa County (CMHOC), is requesting proposals from experienced and qualified vendors to provide social recreation opportunities for residents of Ottawa County with intellectual/developmental disabilities, mental illness and/or substance use disorders. Contracts will be awarded to selected vendors for a 2-year term.

Vendors are able to submit a proposal for each Social Recreation Program they wish to submit. Each project proposal should include the following along with project specific narratives.

- Program Budget and Budget Narrative
- Work Plan
  - Geography Served
  - Explanation of Target Population and Expected Community Impact
- Evaluation Plan
  - Quarterly Reporting of Duplicated and Unduplicated Participant Counts
- Sustainability Plan

### Social Recreation Program (SRP)

The purpose of this program is to provide opportunities for adults with intellectual/developmental disabilities, mental illness and/or substance use disorders to access regularly scheduled activities and programs, for example, but not limited to: dance and exercise classes, bowling, movie nights, sporting events, arts and crafts, and museum visits.

- Successful proposals will identify the following:
  - Define a work plan for where and what type of social recreation opportunities will be available including proposed schedules, description of activities, any specialized programming, and locations.
    - Explain how many days a week this SRP will offer activities.
    - Describe the availability of evening and/or weekend activities (if applicable).
    - Describe the average number of hours offered daily.
    - Describe the average number of distinct activities per day.
    - Identify how referrals will be made for individuals to participate in social recreation opportunities.

- Define how safety measures will be established and who will be responsible (i.e. crisis intervention services, check in/out procedures, training, etc.)
  - Please describe staffing patterns. What will be the staff to participant ratio?
- Define inclusionary (i.e. target population) and exclusionary criteria for participation in social recreation opportunities.
- Define how feedback will be received by participants, guardians, and families and how materials and data collection forms will be made available in a variety of reading levels to ensure accessibility.
- Describe the staffing of this program. How many paid staffers, how many volunteers?
- Provide an estimated percentage of program activities that will be directly facilitated by program participants
- Define how staff and volunteers receive training and when (within 30 days of hire). Training should involve at minimum HIPAA, Recipient Rights, and Health and Safety. Any additional training will be made available at the vendor's request.
- Please provide an understanding of the amount of participant assistance that will be needed for the population you are attempting to target.

## Reporting

Vendor proposal must include that the vendor is or isn't able to provide quarterly reports with the following information:

- Percentage of program activities directly facilitated by program participants.
- Percentage of volunteers used to support programming.
- Cost breakdown including the following expenses that quarter:
  - Staff Costs
  - Programming Costs (costs to activities for the quarter, i.e. rent costs, ticket costs, etc)
  - Administrative Expenses (not including staff costs)
  - Other Costs – please describe these costs.
- Average number of distinct activities per quarter.
- Average number of days a week that the SRP offers activities.
- Number of unduplicated and duplicated unique participants that took part in SRP activities during the quarter.
- Total hours clients have spent in these programs.
- Satisfaction survey data regarding activities held.

## Program Budget and Budget Narrative

Vendor proposals should articulate programmatic budget needs. Ottawa County is requesting vendors to have a very detailed plan of how money will be spent throughout both years of the contract. Vendors will need to estimate the total cost of their plan and itemize as much as possible.

- Vendor total request must not exceed an annual cost of \$250,000.
- Administration expenses remain at or below 15% of projected budget.

The County of Ottawa is tax exempt. Michigan Sales and Use Tax Certificate of Exemption are available upon request.



## Section 4: Proposal Selection and Award Process

An Evaluation Committee(s) will be established by the County to review the proposals and to make recommendation for contract award(s).

A Proposer may not contact any member of the Evaluation Committee except at the RFP Administrator's direction. Purchasing will notify vendors of relevant steps and status throughout the evaluation process.

Proposals will be evaluated based on the following criteria:

- Work Plan (40 points)
  - Program Location (10 points)
  - Program Activities (10 points)
  - Target Population (10 points)
  - Benefit to the Community (10 points)
- Vendor's Experience and Qualifications (10 points)
- Program Budget and Narrative (20 points)
- Client/Customer References (10 points)
- Feasibility (10 points)
- Evaluation Plan (10 points)
- Sustainability Plan (10 points)
- Reporting (10 points)

As part of the proposal evaluation process, the finalist vendor(s) may be invited to attend an in-person or virtual interview. The County reserves the right to interview any number of qualifying vendor(s) as part of the evaluation and section process. The County reserves the right to award a contract without an interview, as determined in the best interest of the County.

The County of Ottawa reserves the right to select and subsequently recommend for award the proposal that best meets its required needs, quality levels, and budget constraints. The highest graded and/or lowest priced response does not guarantee recommendation for contract award. The County reserves the right to award by item, group, or total proposal.

The Respondent to whom the award is made will be notified at the earliest possible date. Tentative acceptance of the proposal, intent to recommend award of a contract and actual award of the contract will be provided to the representative(s) designated in the proposal response.

## Section 5: Contract Terms, Period, Procedures and Use

The County of Ottawa's intent is to award a contract that will cover a period of two years.

This contract will not be enforced until both parties have agreed and signed as accepted. The Vendor must execute and perform said Agreement.

The proposal, or any part thereof, submitted by the awarded vendor may be attached to and become part of the contract. Proposal pricing reflects a commitment to the terms indicated. As part of the contract negotiation process, the County reserves the right to delete or modify any task from the scope of services and reserves the right to modify the scope of services during the course of the contract. Any changes in pricing or payment terms proposed by the Vendor resulting from the requested changes are subject to acceptance by the County.

In the event that a successful agreement cannot be executed, the County reserves the right to proceed with contract negotiations with the other responsive, qualified vendors to provide service as referenced under negotiation process.

Contractors are not to start work until receipt of an Ottawa County Purchase Order, authorizing work to begin. The County's obligation will commence only following the parties' execution of the Contract and the County Board of Commissioners' approval. Upon written notice to the Contractor, the County may set a different starting date for the Contract. The County will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even if such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the County.

This contract is for use only by the County, including departments, agencies, or courts of the County of Ottawa.

## Section 6: RFP Terms and Conditions

By submitting a response, vendors confirm that they have read and will comply with the solicitation and all specified RFP terms and conditions listed below.

### Cancellation of RFP:

The County may, at its discretion and if in the best interest of the County, cancel any proposal or request for proposal or other solicitation in whole or in part. The RFP Administrator will notify vendors of any cancellation.

### Confidentiality:

All responses in entirety, produced by the Proposer, that are submitted to the County will become property of the County and may be considered public information under

applicable law. Michigan FOIA requires the disclosure, upon request, of all public records; therefore, confidentiality of information submitted in response to this RFP is not assured.

Incurring Expenses:

The County will not be responsible for any cost or expense incurred by the proposers preparing and submitting a proposal or cost associated with meetings and evaluations of proposals prior to the execution of an agreement. This includes any legal fees for work performed or representation by the proposer's legal counsel during any and all phases of the RFP process, any appeal or administrative review process, and prior to County Board approval of a contract award.

Independent Contractor:

The awarded vendor will perform all work and services described herein as an independent contractor and not as an officer, agent, servant, or employee of Ottawa County. The vendor will have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same and will be solely responsible for the acts and omissions of its officers, agents, employees, contractors, and subcontractors, if any. No person performing any of the work or services described hereunder will be considered an officer, agent, servant, or employee of the County nor will any such person be entitled to any benefits available or granted to employees of the County.

Laws:

This RFP and subsequent contract will be governed by and construed in accordance with the laws of the State of Michigan and any service or product herein will so comply. All persons providing goods and/or services to Ottawa County will comply with all applicable local, State and Federal laws, rules and regulations specifically including, but not limited to, State of Michigan Executive Orders.

Ownership of Data:

All information provided by the County and any reports, notes, and other data collected and utilized by the vendor, its assigned employees, and/or subcontractors, pursuant to any agreement resulting from this RFP, will become the property of the County as prepared, whether delivered to the County or not. Unless otherwise provided herein, all such data will be delivered to the County or its designee upon completion of any work performed or at such other times as the County or its designee may request.

### Proposal Acceptance, Rejection, and Withdrawal:

The County also reserves the right to accept or reject any and all proposals submitted if in the best interest of the County.

The County reserves the right to negotiate with the Proposer(s) within the scope of the RFP. The County further reserves the right to award the contract to more than one Contractor, if in the best interest of the County to provide adequate delivery, services, and/or product availability. The County may request and require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of a proposal and/or to determine a proposer's compliance with the requirements of the solicitation.

The County reserves the right to waive minor irregularities in proposals. Minor irregularities are defined as those that have no adverse effect on the outcome of the selection process by giving a Vendor an advantage or benefit not afforded to other Vendors. The County may waive any non-material requirements.

The County reserves the right to reject any or all proposals, or any part thereof; and to waive any minor defects in the proposals if this is to the advantage of the County. The County's waiver of a minor defect will in no way modify the RFP document or excuse the vendor from full compliance with its specifications if the vendor is awarded the contract. The County reserves the right to let separate contracts on any aspect of the work.

After the proposal deadline, proposals may not be withdrawn without the written consent of the County. Proposals must be firm and may not be withdrawn for a minimum period of 90 calendar days after the RFP deadline. Any fees proposed are considered firm and cannot be altered.

### Retained Rights:

The County reserves the right to use ideas presented in reply to this process notwithstanding selection and rejection of proposals and/or bids. The County reserves the right to make changes to and/or withdraw this request at any time.

### Subcontractors:

Since the contract is made pursuant to the proposal submitted by the awarded vendor and in reliance upon the vendor's qualification and responsibility, the vendor will not sublet or assign the contract, nor will any subcontractor commence performance of any part of the work included in the contract without the previous written consent by the County.

## Section 7: General Terms and Conditions

By submitting a response, the Vendors confirm that they have read and will comply with all the general terms and conditions listed below.

### Conflict of Interest:

By submission of a response, the Proposer agrees that at the time of submittal, they: (1) have no interest (including financial benefit, commission, finder's fee, or any other remuneration) and will not acquire any interest, either direct or indirect, that would conflict in any manner or degree with the performance of Proposer's services, or (2) will not benefit from an award resulting in a "Conflict of Interest."

### Debarment and Suspension:

The Contractor certified to the best of its knowledge and belief, that the corporation, LLC, partnership, or sole proprietor, and/or its' principals, owners, officers, shareholders, key employees, directors and member partners: (1) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; (2) have not within a three-year period preceding this form been convicted of or had a civil judgement rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under 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) are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in (2) of this certification; and, (4) have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

### Default

If Vendor defaults on the resulting contract, after the designated Cure Period, the County may do one or more of the following: (A) Exercise any remedy provided by law; (B) Terminate the resulting contract and any related contracts or portions thereof; (C) Impose liquidated and other damages; or (D) Suspend vendor from receiving future solicitations.

### Equal Employment and Opportunity:

Every contract or purchase order issued by the County is entered into under provisions requiring the contract, subcontractor or vendor not to discriminate against any employee or applicant for employment because of his/her race, religion, sex,

color, national origin, height, weight, familial status, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position.

Contractors and their subcontractors, as required by law, will not discriminate against the employee or applicant for employment with the respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly relating to employment, because of race, color, religion, national origin, familial status, age, sex, height, weight, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Breach of this covenant may be regarded as a material breach of the Contract.

The Vendor will adhere to applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination.

#### Force Majeure:

Neither party to the resulting agreement will be held responsible for delay or default caused by fire, flood, civil disobedience, court order, labor dispute, acts of God and/or war which is beyond that party's reasonable control. If either party is unable wholly or in part to carry out its obligations under any resulting agreement, then such party will give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event. Such non-performance will not constitute grounds for default.

#### Insurance:

Vendor agrees to indemnify, defend, and hold harmless the County from any and all liability arising out of or in any way related to the Vendor's performance of services related any Contract agreed to as a result of the RFP, including any liability resulting from intentional or reckless or negligent acts or the acts of the employees or agents of Vendor. Vendor will provide proof of the following coverages: worker's compensation, employer's liability, comprehensive general liability and if applicable, automobile, and professional malpractice. Coverage limits are to be statutory and if no statute is applicable, at least \$1,000,000 per occurrence or claim and \$2,000,000 aggregate. These limits may be provided in single layers or by combinations of primary and excess/umbrella policy layers. These coverages will protect the vendor, and County and their employees, agents, representatives, invitees, and subcontractors against claims arising out of work performed or products provided. The County and its elected officials, officers, employees, agents, and volunteers are to be additional insureds and a thirty-day notice is required to the County in the event of coverage termination.

Iran Linked Business:

Pursuant to State of Michigan, Iran Economic Sanctions Act, 2012 P.A. 517, MCL 129.311 seq., the Contractor certifies, under civil penalty or false certification, that it is fully eligible to do so under law and that it is not an “Iran linked business.”

Material Safety Data Sheets:

All County purchases require a Material Safety Data Sheet (MSDS) where applicable in compliance with MIOSHA “Right to Know” Law. Vendor will forward all relevant Material Safety Data Sheets to the designated County Representative upon request.

Payment Terms:

Payment terms will be Net 30 unless otherwise mutually agreed upon by all parties.

Right to Audit:

The Vendor will maintain such financial records and other records as may be prescribed by Ottawa County or by applicable federal and state laws, rules, and regulations. The Vendor will retain these records for a minimum period of three years after final payment, or until they are audited by the County of Ottawa, whichever event occurs first. These records will be made available during the term of the contract and the subsequent three-year period for examination, transcription, and audit by Ottawa County, its designees or other authorized bodies.

Safety:

All Contractors and Subcontractors performing services for the County are required to and will comply with all Occupational Safety and Health Administration (OSHA), State and County Safety and Occupational Health Standards and any other applicable rules and regulations. Also, all Contractors and Subcontractors will be held responsible for the safety of their employees and any unsafe acts or conditions that may cause injury or damage to any persons or property within and around work site area under this Contract.

Tax Exempt Entity:

The County is exempt from Federal Excise and State Sales Tax. Do not include such taxes in the proposal. The County will furnish the successful proposer with tax exemption certificate when requested.

Warranty:

Vendor warrants that the goods and/or services supplied will be good workmanship and material, free from defects, and if the intended use thereof is known to the

seller, that they are suitable for the intended use. Awarded vendor will transfer all applicable manufacturer warranties to the County and agrees to coordinate all claims on the County's behalf.