

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6292

Architectural Services

FOR

Various Washtenaw County Buildings

Washtenaw County, Michigan

Prepared by:

Washtenaw County Purchasing
Administration Building
P.O. Box 8645
220 N Main B-35
Ann Arbor, MI 48107

Robert G. Devault, C.P.M.
Purchasing Manager
(734) 222-6760





**WASHTENAW COUNTY
SUPPORT SERVICES DEPARTMENT**

Facilities Division

P.O. Box 8645, 110 N Fourth Ave, Ann Arbor, MI 48107-8645
Phone (734) 222-3792, Fax (734) 222-6573

REQUEST FOR PROPOSAL # 6292

August 14, 2006

Washtenaw County Purchasing Division on behalf of the Washtenaw County Facilities Management is issuing a Request for Proposal (RFP) #6292 to provide interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by Washtenaw County Facilities Management (WCFM) for Architectural Services at various County Buildings.

Sealed Proposals: Contractor will deliver **three copies (3)**, the **original and two (2) copies**, to the following address:

**Washtenaw County
Administration Building
Purchasing Division
220 N. Main St. Room B-35
P.O. Box 8645
Ann Arbor, MI 48107**

By 2:00 p.m. on Monday September 11, 2006

Proposals received after the above cited time will be considered a late bid and are not acceptable unless waived by the Purchasing Manager.

- Please use a self-addressed label or the envelope should be clearly marked "**SEALED RFP #6292**".
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault at **734-222-6760** or devaultb@ewashtenaw.org
- Please direct technical questions regarding this RFP to Jason Fee at **734-222-3792** or feej@ewashtenaw.org

Thank you for your interest.

PROPOSAL INFORMATION

| | | |
|--------------------|---------------------|---|
| Definitions | “Bidder” | an individual or business submitting a bid to Washtenaw County |
| | “Contractor” | One who contracts to perform services in accordance with a contract |
| | “County” | is Washtenaw County in Michigan |
| | “WCFM” | is Washtenaw County Facilities Management |

PROPOSAL TERMS

A. Washtenaw County reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractors qualifications and capabilities to provide the specified service, and other factors that the County may consider. The County does not intend to award a contract fully on the basis of any response made to the proposal; the County reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the County’s specifications and needs.

B. The County reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any bid determined by the County to be in the best interests of the County even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.

D. In the event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFP's may be adjusted to allow for revisions. The **entire** proposal document with any amendments should be returned. To be considered, **three copies (3)**, the **original and two (2) copies**, must be at the County on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor's ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

F. A standard Washtenaw County Services Agreement will be executed between Washtenaw County and the consultant (see Appendix A). Washtenaw County reserves the right to award the total proposal, to reject any and all proposals in whole or in part, and to waive any informality or technical defects if, in Washtenaw County’s sole judgment, the best interests of Washtenaw County will be so served.

PROPOSAL SPECIFICS

I. Purpose

The intent of this document is to provide interested vendors with sufficient information to enable them to prepare and submit proposals for consideration by the Washtenaw County Facilities Management (WCFM) for **Architectural Services**. This scope of services is required to assist Washtenaw County in renovations, remodels and maintenance of existing facilities. The scope of services for Architectural Services will need to include the following: sealed signed and stamped Architectural drawings, AutoCad drawings and electronic files, engineering services (structural, mechanical, electrical, civil), construction administration, project estimating, CIS specifications, surveys, and space surveys. Term of contract is for one year with option to extend for a second year. Hourly fees and response time will be used to evaluate proposed vendors. You will not be allowed to bid as a contractor on the construction portion of a design build project that you design.

II. Scope of Services

A typical project may include the following phases:

PHASE 1: INITIAL FEASIBILITY REVIEW

1. Review proposed project for feasibility concerns.

PHASE 2: FIELD INVESTIGATION

1. Review the existing materials, drawings, reports, etc., prepared by county staff on the proposed project.
2. Review the proposed scope.
3. Review the existing infrastructure in the facility.

PHASE 3: PLAN REVIEW WITH COUNTY STAFF AND APPROVAL

1. This phase will consist of review of finalized permit drawings with county staff.
2. This phase may also include construction estimates, detailed specifications, and construction schedule.

III. Project Control

1. The vendor will meet with selected representatives on a regular basis or as determined necessary by the Facilities Management project manager to review progress and provide necessary guidance to the contractor in solving problems which may arise.
2. Although there will be continuous liaison with the project team, the Facilities Management project manager will meet as often as required with the vendor's project manager for the purpose of reviewing progress and providing necessary guidance.
3. The vendor will, on a regular basis, submit brief written summaries of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans.
4. Within 10 working days of the award of the contract, the vendor will submit to the county's project manager for approval a work plan, which includes the following:
 - a. The vendor's names and titles of personnel assigned to the project
 - b. The project breakdown showing subprojects, activities and tasks
 - c. The time-phased plan for completing the project

IV. Submittal Process and Details

Proposals are sought from firms with recognized expertise on design projects with experience in the public sector. Proposals should include the following:

1. Contractor's name, address, and name of primary contact person.
2. A description of the specific staff who will comprise the project team for this assignment.
3. Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this project.
4. Statement of qualifications and experience with public sector work.
5. Estimated time commitment for each staff person as a percentage of the total time to complete the work.
6. Expected workload during the project period, (i.e., readiness to serve).
7. Evidence of ability to work within tight time constraints.
8. Location and availability of intended subcontractors. (While the County does not require consultants to be local firms, availability to discuss design questions is a primary concern).
9. List of client references.

10. A proposed fee structure for the work to be performed, including costs from all anticipated subcontractors. This information must be included in the proposal.

It is not the intent of this RFP to solicit an overly long response, but it is important the firm's experience/expertise be adequately described. It will, for example, be much more useful to address abilities and expertise directly comparable to this project than to include an exhaustive list of all projects completed by the firm. WCFM staff will review the submitted proposals and will select vendors to meet with in an interview format, to discuss the proposal and vendor qualifications, in greater detail. The selected contractor will meet with the County to negotiate compensation for the proposal, and prepare a contractual agreement between the County and the contractor, as soon after the final selection as is reasonable.

SIGNATURE PAGE

The undersigned agrees to enter into an agreement with the County to provide the services described for:

Standard hourly rate Overtime hourly rate Emergency response hourly rate

\$ \$ \$

Standard response time

Emergency response time

Hrs

Hrs

To be able to better evaluate your proposal and capabilities please furnish a cost per the following example:

*Use an office remodel for 15 people – 5 hard wall offices and 10 cubicles)

\$

(above amount in words)

Signature Date

Print Name

Title

Company Name

Company Address

City State Zip

Telephone #

Fax #

Email

Federal Tax ID #

The above individual is authorized to sign on behalf of company submitting proposal. This bid is valid for 90 days from the date of the above signature. The Contractor will be required to provide an insurance certificate and sign a standard Washtenaw County Service Contract (Appendix A)

NOTE: Please include this completed form in your proposal. Thank you.

Appendix A

PROFESSIONAL SERVICE CONTRACT

AGREEMENT is made this _____ day of _____, 2006, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan ("County") and **(Name of Consultant)** located at **(Address)** ("Consultant").

In consideration of the promises below, the parties mutually agree as follows:

ARTICLE I - SCOPE OF SERVICES

The Consultant will **(SPELL OUT SCOPE OF SERVICE)**

ARTICLE II - COMPENSATION

Upon completion of the above services and submission of invoices the County will pay the Consultant an amount not to exceed **(SPELL OUT DOLLAR AMOUNT)**.

ARTICLE III - REPORTING OF CONSULTANT

Section 1 - The Consultant is to report to **(DEPARTMENT HEAD TITLE)** and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2 - All reports, estimates, memoranda and documents submitted by the Consultant must be dated and bear the Consultant's name.

Section 3 - All reports made in connection with these services are subject to review and final approval by the County Administrator.

Section 4 - The County may review and inspect the Consultant's activities during the term of this contract.

Section 5 - When applicable, the Consultant will submit a final, written report to the County Administrator.

Section 6 - After reasonable notice to the Consultant, the County may review any of the Consultant's internal records, reports, or insurance policies.

ARTICLE IV - TERM

This contract begins on **(MONTH, DAY, YEAR)** and ends on **(MONTH, DAY, YEAR)**.

ARTICLE V- PERSONNEL

Section 1 - The Consultant will provide the required services and will not subcontract or assign the services without the County's written approval.

Section 2 - The Consultant will not hire any County employee for any of the required services without the County's written approval.

Section 3 - The parties agree that the Consultant is neither an employee nor an agent of the County for any purpose.

Section 4 - The parties agree that all work done under this contract shall be completed in the United States and that none of the work will be partially or fully completed by either an offshore subcontractor or offshore business interest either owned or affiliated with the contractor. For purposes of this contract, the term, "offshore" refers to any area outside the contiguous United States, Alaska or Hawaii.

ARTICLE VI - INDEMNIFICATION AGREEMENT

The Consultant will protect, defend and indemnify Washtenaw County, its officers, agents, servants, volunteers and employees from any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Consultant's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Washtenaw County in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Consultant, any sub-Consultant, or any employee, agent or representative of the Consultant or any sub-Consultant.

ARTICLE VII- INSURANCE REQUIREMENTS

The Consultant will maintain at its own expense during the term of this Contract, the following insurance:

1. Workers' Compensation Insurance with Michigan statutory limits and Employers Liability Insurance with a minimum limit of \$100,000 each accident for any employee.
2. Comprehensive/Commercial General Liability Insurance with a combined single limit of \$1,000,000 each occurrence for bodily injury and property damage. The County shall be added as "additional insured" on general liability policy with respect to the services provided under this contract.
3. Automobile Liability Insurance covering all owned, hired and nonowned vehicles with Personal Protection Insurance and Property Protection Insurance to comply with the provisions of the Michigan No Fault Insurance Law, including residual liability insurance with a minimum combined single limit of \$1,000,000 each accident for bodily injury and property damage.
4. Professional Liability coverage with a minimum limit of \$1,000,000 each occurrence. The County shall be added as "additional insured" on Professional liability policy with respect to the services provided under this contract. The additional insured provision does not apply to contracts with Architects, Architectural firms, Engineers or Engineering firms.

Insurance companies, named insureds and policy forms shall be subject to the approval of the Washtenaw County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Washtenaw County. Consultant shall be responsible to Washtenaw County or insurance companies insuring Washtenaw County for all costs resulting from both financially unsound insurance companies selected by Consultant and their inadequate insurance coverage. Consultant shall furnish the

Washtenaw County Administrator with satisfactory certificates of insurance or a certified copy of the policy, if requested by the County Administrator.

No payments will be made to the Consultant until the current certificates of insurance have been received and approved by the Administrator. If the insurance as evidenced by the certificates furnished by the Consultant expires or is canceled during the term of the contract, services and related payments will be suspended. Consultant shall furnish the County Administrator's Office with certification of insurance evidencing such coverage and endorsements at least ten (10) working days prior to commencement of services under this contract. Certificates shall be addressed to the County Administrator, P.O. Box 8645, Ann Arbor, MI, 48107, and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS

The Consultant will comply with all federal, state and local regulations, including but not limited to all applicable OSHA/MIOSHA requirements and the Americans with Disabilities Act.

ARTICLE IX - INTEREST OF CONSULTANT AND COUNTY

The Consultant promises that it has no interest which would conflict with the performance of services required by this contract. The Consultant also promises that, in the performance of this contract, no officer, agent, employee of the County of Washtenaw, or member of its governing bodies, may participate in any decision relating to this contract which affects his/her personal interest or the interest of any corporation, partnership or association in which he/she is directly or indirectly interested or has any personal or pecuniary interest. However, this paragraph does not apply if there has been compliance with the provisions of Section 3 of Act No. 317 of the Public Acts of 1968 and/or Section 30 of Act No. 156 of Public Acts of 1851, as amended by Act No. 51 of the Public Acts of 1978, whichever is applicable.

ARTICLE X - CONTINGENT FEES

The Consultant promises that it has not employed or retained any company or person, other than bona fide employees working solely for the Consultant, to solicit or secure this contract, and that it has not paid or agreed to pay any company or person, other than bona fide employees working solely for the Consultant, any fee, commission, percentage, brokerage fee, gifts or any other consideration contingent upon or resulting from the award or making of this contract. For breach of this promise, the County may cancel this contract without liability or, at its discretion, deduct the full amount of the fee, commission, percentage, brokerage fee, gift or contingent fee from the compensation due the Consultant.

ARTICLE XI - EQUAL EMPLOYMENT OPPORTUNITY

The Consultant will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief (except as it relates to a bona fide occupational qualification reasonably necessary to the normal operation of the business).

The Consultant will take affirmative action to eliminate discrimination based on sex, race, or a handicap in the hiring of applicant and the treatment of employees. Affirmative action will include, but not be limited to: Employment; upgrading, demotion

or transfer; recruitment advertisement; layoff or termination; rates of pay or other forms of compensation; selection for training, including apprenticeship.

The Consultant agrees to post notices containing this policy against discrimination in conspicuous places available to applicants for employment and employees. All solicitations or advertisements for employees, placed by or on the behalf of the Consultant, will state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion and political belief.

ARTICLE XII - LIVING WAGE

The parties understand that the County has enacted a Living Wage Ordinance that requires covered vendors who execute a service or professional service contract with the County to pay their employees under that contract, a minimum of either \$9.87 per hour with benefits or \$11.58 per hour without benefits. Contractor agrees to comply with this Ordinance in paying its employees. Contractor understands and agrees that an adjustment of the living wage amounts, based upon the Health and Human Services poverty guidelines, will be made on or before May 1, 2007 and annually thereafter which amount shall be automatically incorporated into this contract. County agrees to give Contractor thirty (30) days written notice of such change. Contractor agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employees

ARTICLE XIII - ASSIGNS AND SUCCESSORS

This contract is binding on the County and the Consultant, their successors and assigns. Neither the County nor the Consultant will assign or transfer its interest in this contract without the written consent of the other.

ARTICLE XIV - TERMINATION OF CONTRACT

Section 1 - Termination without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

ARTICLE XV - EQUAL ACCESS

The Consultant shall provide the services set forth in paragraph I without discrimination on the basis of race, color, religion, national origin, sex, sexual orientation, marital status, physical handicap, or age.

ARTICLE XVI - OWNERSHIP OF DOCUMENTS AND PUBLICATION

All documents developed as a result of this contract will be freely available to the public. None may be copyrighted by the Consultant. During the performance of the services, the Consultant will be responsible for any loss of or damage to the documents while they are in its possession and must restore the loss or damage at its expense. Any use of the information and results of this contract by the Consultant must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

ARTICLE XVII - PAYROLL TAXES

The Consultant is responsible for all applicable state and federal social security benefits and unemployment taxes and agrees to indemnify and protect the County against such liability

ARTICLE XVIII - PRACTICE AND ETHICS

The parties will conform to the code of ethics of their respective national professional associations.

ARTICLE XIX - CHANGES IN SCOPE OR SCHEDULE OR SERVICES

Changes mutually agreed upon by the County and the Consultant, will be incorporated into this contract by written amendments signed by both parties.

ARTICLE XX - CHOICE OF LAW AND FORUM

This contract is to be interpreted by the laws of Michigan. The parties agree that the proper forum for litigation arising out of this contract is in Washtenaw County, Michigan.

ARTICLE XXI - EXTENT OF CONTRACT

This contract represents the entire agreement between the parties and supersedes all prior representations, negotiations or agreements whether written or oral.

ATTESTED TO:

WASHTENAW COUNTY

By: _____
Lawrence Kestenbaum (DATE)
County Clerk/Register

By: _____
Robert E. Guenzel (DATE)
County Administrator

APPROVED AS TO CONTENT:

CONSULTANT

By: _____
(Department Head) (DATE)

BY: _____
(Name of Consultant) (DATE)

APPROVED AS TO FORM:

By: _____
Curtis N. Hedger (DATE)
Office of Corporation Counsel