

BIDDERS COMPANY NAME

REQUEST FOR PROPOSAL

6328

Representative Consultancy Services for the Expansion/Renovation of the County Jail and 14-A District Court

FOR

WASHTENAW COUNTY

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) 222-6768





WASHTENAW COUNTY

Finance Department

Purchasing Division

P.O. Box 8645, 220 N. Main, Ann Arbor, MI 48107-8645
Phone (734) 222-6760, Fax (734) 222-6764

REQUEST FOR PROPOSAL # 6328

January 8, 2007

Washtenaw County Purchasing Division on behalf of Washtenaw County Support Services is issuing a sealed RFP # 6328 for **Qualifications and Proposal Requirements for County Representative Consultancy Services for the Expansion/Renovation of the County Jail and 14-A District Court.**

Sealed Proposals: Vendor will deliver one (1) original and eleven (11) copies which are clearly marked as such and must contain one original signature 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, January 29, 2007

This submission shall include the entire Request For Proposal document, requested attachments, and any amendments if issued. The County will not accept submissions sent by facsimile or other electronic means.

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 the attached self-addressed label or the envelope must be clearly marked "**SEALED RFP 6328**"
- Please direct purchasing and procedural questions regarding this RFP to Robert G. Devault, C.P.M. Purchasing Manager at **734-222-6768** or devaultb@ewashtenaw.org
- Please direct technical questions regarding this RFP to Gordon Burger, Director of Support Services at: burgerg@ewashtenaw.org

Thank you for your interest.

**RFP # 6328 – County Representative Consultancy Services for the
Expansion/Renovation of the County Jail and 14-A District Court**

I. PROPOSAL

Definitions: “County” is Washtenaw County in Michigan

“Bidder” is an individual or business submitting a bid proposal to Washtenaw County

BACKGROUND INFORMATION

Washtenaw County Government

Washtenaw County is one of the ten largest counties in the State of Michigan. It has a population of approximately 380,000 residents, of which 114,000 reside in the City of Ann Arbor. With its proximity to the Metropolitan Detroit area and the University of Michigan, Washtenaw County has been experiencing rapid growth as it transitions from a rural to urban county. With this growth is an increased demand for essential services. At this time, the County has found it necessary to expand the current County Jail and 14-A District Court.

Project Summary

Washtenaw County is requesting a proposal from a suitable bidder(s) that will represent and oversee for the County the following services during the pre-construction and post-construction processes of an expanded County Jail and 14-A District Court:

- Preliminary due diligence process
- Architect selection process
- Design process
- Construction process
- Post-construction process

The selected bidder(s) will become a member of the County Planning Team, and will represent solely the County’s interest. The selected bidder(s) will be required to work closely with County staff and project vendors during all phases of this project.

**RFP # 6328 – County Representative Consultancy Services for the
Expansion/Renovation of the County Jail and 14-A District Court**

II. PROPOSAL TERMS

- A. The County reserves the right to award the bid to a single contractor or a combination of contractors, whichever is in the County's best interest.
- B. 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 vendor's qualifications and capabilities to provide the specified service, and other factors which Washtenaw County may consider. The County does not intend to award a bid 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 bid would be awarded, and negotiations would be undertaken with that provider whose proposal is deemed to best meet the County's specifications and needs.
- C. 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.
- D. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days following the due date for the proposal submission. Failure of the successful bidder to accept the obligation of the Bid may result in the cancellation of any award.
- E. In the event it becomes necessary to revise any part of the RFP, the entire proposal document with any amendments should be returned with addenda provided. Deadlines for submission of the RFP's may be adjusted to allow for revisions. **To be considered, the original proposal and eleven copies must be at the Washtenaw County Purchasing Office on or before the date and time specified.**
- F. Proposals should be prepared simply and economically providing a straightforward, concise description of the vendor's ability to meet the requirements of the RFP.
- G. Proposals must be structured in the following framework on computer type (8.5 x 11) pages, double-spaced, 12 point or larger. If proposals do not adhere to all specifications established, they may not be reviewed and may not be eligible for consideration for funding.
- H. Nothing contained herein will create any contractual relationship between the County and the bidder submitting a proposal. Statements contained in the response of the successful bidder(s) may become part of the agreement for services.

**RFP # 6328 – County Representative Consultancy Services for the
Expansion/Renovation of the County Jail and 14-A District Court**

- I. Information received from each bidder will become the property of the County. As a public entity, the County is subject to the provisions of Michigan Freedom of Information Act (FOIA).
- J. The County expects that the selected bidder(s) will become a member of the planning team along with the County and will represent solely the County's interest. As such, attending such meetings and participating in the development philosophy, as well as planning the facilities, is critical to the successful outcome of the project. ***Therefore, the vendors(s), and its subsidiaries, that are chosen and engaged to provide representation consultancy services to Washtenaw County cannot be considered for subsequent design and construction services for the project. Further, the vendor shall not have any financial interest or fiduciary relationship to any other vendors/ contractors that will be providing services or products in the design and construction of the project.***
- K. The County reserves the right to approve all assigned personnel and changes in assigned personnel, and may require the bidder(s) to replace members of the project team as deemed necessary.
- L. The Owner, Principal, or Corporate Officer of the bidder shall sign the response to the Request for Proposal attesting that all the information provided is true.
- M. The proposal cover must clearly be labeled "**Qualifications and Proposal Requirements for County Representative Consultancy Services for the Expansion/Renovation of the County Jail and 14-A District Court**" along with **RFP 6328**.
- N. In order to allow sufficient time to respond to inquiries, the deadline for submitting inquiries is Friday, January 19, 2007. Inquiries must be submitted via email only. Bidder(s) may submit inquiries to the County via email to: burgerg@ewashtenaw.org The County will distribute all inquiries and answers to all vendors that receive a copy of this Request for Proposal directly from the County. Questions received after the deadline will not receive a reply.
- O. Provide name, address, telephone and fax number, and email address of the vendor responding to this Request for Proposal. Please designate a single representative or prime contact through whom the County may communicate at the firm.
- P. The County is not responsible for any costs incurred by any bidder for any work performed relative to the preparation of the Response to this Request for Proposal or subsequent negotiation of a contract for County representative services.

**RFP # 6328 – County Representative Consultancy Services for the
Expansion/Renovation of the County Jail and 14-A District Court**

III. VENDOR INFORMATION

The proposal shall include all of the following information (failure to include all the information may result in disqualification):

A. GENERAL INFORMATION ABOUT THE BIDDER

The County encourages bidders to answer all questions clearly and concisely. Please do not include materials that are of little or no relevance.

1. Firm history and profile
2. Business organization – i.e., corporation, partnership, limited liability corporation, sole proprietorship, etc.
3. Names of owners, principals and/or officers
4. Firm financial information – specifically, a company financial statement for fiscal year 2005, professional liability insurance carrier and insurance limit, etc.

B. BIDDER QUALIFICATIONS

1. List facility projects greater than five million dollars of which your firm has been engaged since 2000 as an independent owner's representative. Provide three (3) relevant public sector projects of similar scope to the project of which your firm is presently engaged or has completed since 2000. Include general descriptions of the projects, name(s) of owner(s), owner's contact persons, addresses, faxes and telephone numbers.
2. Provide a project team organization chart and resumes for the proposed key project team members. The engagement will stipulate that any key personnel substitution will be limited to those beyond the firm's control and not out of convenience.
3. State the anticipated availability for the proposed key team members and their present assignments and workload. Also, provide a specific client reference for each proposed key team member.

C. SCOPE OF SERVICES – COUNTY REPRESENTATION WORK PLAN

1. Describe the services your firm will provide and a work plan your firm will follow for the County representation process.
2. Describe your firm's capability and process to provide budget tracking for the project, which includes tracking planning, design, pre-construction, and construction phases.
3. Describe your firm's capability and process to provide schedule tracking for the project, which includes tracking planning, design, pre-construction, and construction phases.

**RFP # 6328 – County Representative Consultancy Services for the
Expansion/Renovation of the County Jail and 14-A District Court**

D. PROPOSED FEE

Please include the following:

1. A fee proposal including the cost of personnel and reimbursable expenses. Information submitted will be the basis of establishing a not-to-exceed fee and reimbursable costs when the scope and schedule of the project can be better defined. Please include in the proposal a staffing assignment chart showing rates of all project personnel, including but not limited to principals, managers, architects, engineers, cost accountants, clerical, etc., that the firm customarily provides on similar assignments. Please include the cost of additional consultant(s) that the firm may employ or with whom the firm plans to associate on this assignment.
2. Complete **Attachment A – Pricing Structure** – and attach hereto as **Addenda A**
3. Complete **Attachment B – Signature Page** – and attach hereto as **Addenda B**. This Signature Page must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days following the due date for the proposal submission.

**RFP # 6328 – County Representative Consultancy Services for the
Expansion/Renovation of the County Jail and 14-A District Court**

IV. PROGRAM SPECIFICATIONS

Jail Expansion

The expansion of the Jail, estimated at approximately \$21,200,000, would take place in three steps listed below:

1. Upgrades to the Jail's infrastructure
2. Expansion of support services
3. An increase of 96 jail beds

The table below summarizes the updates and expansion:

Option	Design Phase	Construction Period	Cost
Jail infrastructure upgrades <ul style="list-style-type: none"> • Life safety • Electrical • Mechanical • Site/civil • Security 	2007	2008-09	\$9,200,000
Option	Design Phase	Construction Period	Cost
Expansion of Support Services <ul style="list-style-type: none"> • Kitchen • Laundry • Medical • Intake • Booking • Holding cells • Sallyport • Property room 	2007	2008-09	\$4,500,000
Expansion of jail beds (96 beds)	2007	2008-09	\$7,500,000
Estimated Total			\$21,200,000

Court Expansion

The second phase of this project would be the 14-A District Court. This project consists of expanding the former HVA building into a District Court facility that can house three small court rooms appropriate for all District Court proceedings. Renovations are to include all administrative and court clerk functions, including combined entrance with jail and security for prisoner transport. The design of the District Court is estimated to be an \$11,000,000 renovation that will take place in 2007 with construction scheduled for 2009-10.

**RFP # 6328 – County Representative Consultancy Services for the
Expansion/Renovation of the County Jail and 14-A District Court**

V. PRELIMINARY SCHEDULE

Please submit your proposal to meet the following proposed schedule:

RFP sent out	January 8, 2007
Deadline for Proposals	January 26, 2007
Complete Review of Proposals	February 5, 2007
Candidate Interviews	February 8-16, 2007
Contract Award	February 23, 2007
Kick off Meeting	March 1, 2007
Architectural Services Interviews	March 8-16, 2007
Construction Bidding	1 st Quarter 2008

**RFP # 6328 – County Representative Consultancy Services for the
Expansion/Renovation of the County Jail and 14-A District Court**

VI. TERMS AND CONDITIONS

Award:

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 vendor's qualifications and capabilities to provide the specified service, and other factors which the County may consider. The County does not intend to award a bid 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 bid would be awarded, and negotiations would be undertaken with that vendor whose proposal is deemed to best meet the County's specifications and needs.

Term of Bid:

The length of contract will be limited to the duration of the specific project assigned to the firm.

Invoicing:

Detailed reports will be required with submittal of invoices. Invoicing and schedule of payment will be negotiated with selected vendors.

RFP # 6328 – County Representative Consultancy Services for the Expansion/Renovation of the County Jail and 14-A District Court

VII. CONTRACT PROVISIONS

If a contract is awarded, the selected vendor(s) will be required to adhere to a set of general contract provisions which will become a part of any formal agreement. These provisions are general principles which apply to all contractors of service to Washtenaw County such as the following:

SAMPLE ONLY– To be completed by vendors once selected by Washtenaw County

**PROFESSIONAL SERVICES CONTRACT
(NAME OF CONSULTANT)**

AGREEMENT is made this _____ day of _____, 2007, by the COUNTY OF WASHTENAW, a municipal corporation, with offices located in the County Administration Building, 220 North Main Street, Ann Arbor, Michigan 48107 (“County”) and (NAME OF CONSULTANT) located at (CONSULTANT’S 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 the Director of Support Services 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.

**RFP # 6328 – County Representative Consultancy Services for the
Expansion/Renovation of the County Jail and 14-A District Court**

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 DATE and ends on DATE.

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 Consultant. 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-contractor, or any employee, agent or representative of the Consultant or any sub-contractor.

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.

**RFP # 6328 – County Representative Consultancy Services for the
Expansion/Renovation of the County Jail and 14-A District Court**

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. Consultant agrees to comply with this Ordinance in paying its employees. Consultant 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 Consultant thirty (30) days written notice of such change. Consultant agrees to post a notice containing the County's Living Wage requirements at a location at its place of business accessed by its employee

ARTICLE XIII - EQUAL ACCESS

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

ARTICLE XIV - 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 XV - 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 XVI - 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 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 OF 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.

RFP # 6328 – County Representative Consultancy Services for the Expansion/Renovation of the County Jail and 14-A District Court

Attachment A

PRICING STRUCTURE

Please complete this information and attach to proposal

Bidder Name: _____

Bidder Contact Name: _____

Bidder Contact Phone: _____

Representative Consultancy Services for Expansion/Renovation of the County Jail and 14-A District Court	
Type of Work	Hourly Rate
Principals	
Managers	
Architects	
Engineers	
Cost Accountants	
Clerical	

