

# **Request for Qualifications**

## **Barry County Sheriff's Department/Jail Facility and Commission on Aging Facility Consulting Services**

**Barry County  
220 W. State St.  
Hastings, Michigan 49058**

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# **REQUEST FOR QUALIFICATIONS**

## **Barry County**

### **Sheriff Department/Jail Facility and Commission on Aging Facility Consulting Services**

May 14, 2018

Barry County invites firms to submit Statements of Qualification to become eligible for a possible interview to provide bond planning, consultation, and design services associated with a proposed voter approved millage and bond issue related to the replacement of the Barry County Sheriff Department/Jail facility and the Barry County Commission on Aging facility.

Barry County is issuing this Request for Qualifications to provide interested firms with sufficient information to enable them to prepare and submit the Statements of Qualification. Your response to this request will enable Barry County to assess the experience and expertise that your organization has in the area of county facility bond planning and design.

Statements of Qualification with one unbound original and seven copies should be forwarded to the following address, and should be received no later than 4 p.m., June 1, 2018.

Barry County Administration  
220 W. State St.  
Hastings, MI 49058

- The envelope should be clearly marked "SEALED RFQ (Sheriff Department/Jail Facility and Commission on Aging Facility Consulting Services)".
- Please direct questions in writing regarding this RFQ to Michael Brown at [mbrown@barrycounty.org](mailto:mbrown@barrycounty.org) so any clarifications can be published if needed.

Thank you for your interest.

# **PROPOSAL INFORMATION**

## **I. Background Information**

In 2015 Barry County completed a Master Facilities Plan (MFP) that recommended six initiatives including implementation and financing strategies. A complete copy of the Barry County Master Facilities Plan can be viewed at [www.barrycounty.org](http://www.barrycounty.org).

To date the County has completed initiatives one “Circuit Court Building Improvements” and two “Community Room Building Renovation (renamed the Tyden Center) and has opted to address initiative three “Animal Shelter Addition/Renovation” with a less expensive alternative that utilizes more efficient equipment.

## **II. Project Overview**

In working to complete initiatives four and five of the Master Facilities Plan, the Barry County Board of Commissioners is seeking to replace the:

- 1) Sheriff Department/Jail facility; and
- 2) Commission on Aging (Senior Services) facility.

The Board is seeking proposals from firms with experience providing the following services:

- Space utilization analysis;
- Design and construction of public safety/correctional facilities;
- Design and construction of senior services facilities; and
- Development and execution of initiatives to engage the community and inform the electorate on related ballot proposals.

## **II. Submittal Timeline**

May 14, 2018	RFQ Released
June 1, 2018	Proposals Due
June 8, 2018	Notification to Shortlisted Firms
June 18, 2018	Interviews with Shortlisted Firms
June 26, 2018	Final Selection

### **III. Submittal Process and Proposal Format**

The Statement of Qualifications will be evaluated based on the information received using a scoring matrix. It is anticipated, based on the scoring, that the three (3) top qualifying firms will be invited to meet with the committee to submit a scope of services along with a fee proposal. A professional services agreement will be recommended to the County Board of Commissioners for award to the firm that the County of Barry feels would be in their best interest.

Barry County intends to review and evaluate Qualification statements on set criteria. A minimum of three firms deemed most qualified as a result of the evaluation process will be invited to submit a detailed scope of services and a not-to-exceed fee proposal for the services related to the referenced project.

Barry County reserves the right to reject any and all proposals received as a result of this RFQ. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Consultant's 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 consultant whose proposal is deemed to best meet the County's specifications and needs.

The County reserves the right to reject any or all proposals received as a result of this RFQ, to waive or not waive informalities or irregularities in proposals or bidding procedures, and to accept or further negotiate cost, terms, or conditions of any proposal determined by the County to be in the best interest of the County.

It is not the intent of this RFQ to solicit an overly long response, but it is important that 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. The County will review the submitted proposals and will select firms to meet with in an interview format, to discuss the project and firm qualifications, in greater detail. The selected consultant will meet with the County to negotiate compensation for the project, and prepare a contractual agreement (see attachment A) between the County and the consultant, as soon after the final selection as is reasonable.

#### **\*\*PROPOSAL FORMAT\*\***

The following items outline the general Proposal format. Your response should follow this same format.

#### **PART I – GENERAL INFORMATION**

Firm Name

Office Address  
Telephone & Fax Number  
Contact Person

## **PART II – ORGANIZATION**

### **Section 1 – Firm Overview**

Explain firm ownership structure and provide one page firm history.

- Please list your in-house professional disciplines and the number of employees in each discipline.
- List by bullets the services you provide County clients.
- Include a description of the history of your firm.

### **Section 2 – Personnel for this Project**

Your response should include identification of the individual(s) who will be assigned specifically to this project. Their role in the project should be clearly identified as well as those of any assistants that are anticipated. Please include all names and consulting firms from all disciplines.

- Job Description.
- Resume and Work History.
- Please list any consultants you are proposing and the individuals that will be assigned to this project.

### **Section 3 – Completed Projects**

Identify projects your firm has completed that are similar to this proposed building program. Include the project name, location, size and dollar amount, and an owner's representative that will serve as a reference.

### **Section 4 – General References**

Provide a listing of any other general references that are familiar with your company and your performance on a project similar to the proposed building projects.

## **PART III – PROJECT APPROACH**

### **Section 1 – Project Process**

Describe your firm's process in assisting the county with the Bond Planning portion of this project. Include how and to whom your process will engage to ensure identification of the right project.

Describe how your firm will engage and inform the electorate on a potential bond issue. Who will be involved in your efforts and what will you provide?

Describe your firm's process for design of the project upon a successful election. Who will you involve in the design? Who will be involved in this process? How will you seek County approvals? How will you ensure that the project will remain on time and under budget?

Please provide any additional information that you think will assist the County in understanding and evaluating the services that your firm will provide.

#### IV. SIGNATURE OF FIRM OFFICER(S)

An officer of the firm must sign the proposal. A general form to be used is included below.

I (we), the undersigned, understand that the information included in this proposal, regardless of whether requested or voluntarily submitted may become any part of an agreement subsequently made with the County of Barry, and I (we) attest to the best of our knowledge to its accuracy.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Firm Name

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Telephone #

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

\_\_\_\_\_  
Email

\_\_\_\_\_  
Federal Tax ID #

ATTACHMENT A

**PROFESSIONAL SERVICES AGREEMENT**  
*(NAME OF CONTRACTOR)*



AGREEMENT is made this \_\_\_\_ day of \_\_\_\_\_, 2018, by the COUNTY OF BARRY, a municipal corporation, with offices located in the (address) ("County") and *(NAME OF CONTRACTOR)* located at *(CONTRACTOR'S ADDRESS)* ("Contractor").

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

**ARTICLE I – DESCRIPTION OF PROJECT**

The Contractor will *(auto fill from above)*

**ARTICLE II – COMPENSATION**

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

**ARTICLE III - REPORTING OF CONTRACTOR**

- Section 1 The Contractor is to report to *(name & 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 Contractor must be dated and bear the Contractor's name.
- Section 3 All reports made in connection with these services are subject to review and final approval by the (department head).
- Section 4 The County may review and inspect the Contractor's activities during the term of this contract.
- Section 5 When applicable, the Contractor will submit a final, written report to the County.
- Section 6 After reasonable notice to the Contractor, the County may review any of the Contractor'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 contractor will provide the required services and will not subcontract or assign the services without the County's or the (department's) written approval.
- Section 2      The parties agree that the Contractor is neither an employee nor an agent of the County or the (name of department) for any purpose.

#### **ARTICLE VI - INDEMNIFICATION AGREEMENT**

The contractor will protect, defend and indemnify Barry County and 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 Contractor's own employees, and for loss or damage to any property, including property owned or in the care, custody or control of Barry County or the (name of department) 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 contractor, any sub-contractor, or any employee, agent or representative of the contractor or any sub-contractor.

#### **ARTICLE VII - INSURANCE REQUIREMENTS**

The Contractor 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 non-owned 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. Insurance companies, named insureds and policy forms shall be subject to the approval of the Barry County Administrator. Such approval shall not be unreasonably withheld. Insurance policies shall not contain endorsements or policy conditions which reduce coverage provided to Barry County. Contractor shall be responsible to Barry County or insurance companies insuring Barry County for all costs resulting from both financially unsound insurance companies selected by Contractor and their inadequate insurance coverage. Contractor shall furnish the Barry 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 Contractor until the current certificates of insurance have been received and approved by the (name of Department). If the insurance as evidenced by the certificates furnished by the Contractor expires or is canceled during the term of the contract, services and related payments will be suspended. Contractor shall furnish the (name of department) 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 (name of department), (address), and shall provide for 30 day written notice to the Certificate holder of cancellation of coverage.

#### **ARTICLE VIII - COMPLIANCE WITH LAWS AND REGULATIONS**

The Contractor 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 CONTRACTOR AND COUNTY**

The Contractor promises that it has no interest which would conflict with the performance of services required by this contract. The Contractor also promises that, in the performance of this contract, no officer, agent, employee of the County of Barry, 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 XI - EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor 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 Contractor 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 Contractor 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 Contractor, 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 - EQUAL ACCESS**

The Contractor 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 XIII - 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 Contractor. During the performance of the services, the Contractor 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 Contractor must reference the project sponsorship by the County. Any publication of the information or results must be co-authored by the County.

#### **ARTICLE XIV - ASSIGNS AND SUCCESSORS**

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

#### **ARTICLE XV - TERMINATION OF CONTRACT**

Termination of the agreement may occur with or without cause. Either party may terminate the contract by giving thirty (30) days written notice to the other party.

**ARTICLE XVI - PAYROLL TAXES**

The Contractor 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 XVII - PRACTICE AND ETHICS**

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

**ARTICLE XVIII - CHANGES IN SCOPE OR SCHEDULE OF SERVICES**

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

**ARTICLE XIX - 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 Barry 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.

**BARRY COUNTY:**

By: \_\_\_\_\_

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

**CONSULTANT:**

By: \_\_\_\_\_

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