



## GENESEE COUNTY PURCHASING

A Division of the Genesee County Controller's Office

COUNTY ADMINISTRATION BLDG

1101 BEACH STREET, ROOM 343,

FLINT, MICHIGAN 48502

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[www.gc4me.com](http://www.gc4me.com)

October 21, 2016

### **GENESEE COUNTY REQUEST FOR PROPOSALS #16-101**

Sealed proposals will be received until **3:00 p.m. (EST), Tuesday, November 15, 2016**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502 for **DESIGN AND PROJECT MANAGEMENT FOR ANIMAL SHELTER RETROFIT**.

This procurement is conducted in accordance with the Genesee County Purchasing Regulations, a copy of which is on file and available for inspection at the Genesee County Purchasing Department or at the website [www.gc4me.com](http://www.gc4me.com).

Each offeror is responsible for labeling the exterior of the sealed envelope containing the proposal response with the proposal number, proposal name, proposal due date and time, and your firm's name. The proposal request number and due date for this RFP are:

**DUE DATE:** 3:00 p.m. (EST), Tuesday, November 15, 2016,  
**PROPOSAL REQUEST NUMBER: #16-101**

*Cindy Carnes*

CINDY CARNES, PURCHASING MANAGER

bid2\2016\16-101

Attachments

**GENESEE COUNTY IS AN EQUAL OPPORTUNITY EMPLOYER**

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# RFP #16-101 DESIGN AND PROJECT MANAGEMENT FOR ANIMAL SHELTER RETROFIT

## SECTION 1 - INSTRUCTIONS TO PROPOSERS

1. Sealed proposals will be received until **3:00 p.m. (EST), Tuesday, November 15, 2016**, at the Genesee County Purchasing Department, 1101 Beach Street, Room 343, Flint, MI, 48502. The Genesee County Purchasing Department hours of operation are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., closed noon to 1:00 p.m. for lunch, closed holidays and furlough days, check website for closed days. Label the envelope containing the proposal response as described on page 1. **LATE PROPOSALS AND PROPOSALS SENT BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED.**
2. **Submit one original, one paper copy and one electronic copy of your proposal.** All proposals become the property of Genesee County. The original must include a signature on the Signature Page of a person authorized to make a binding offer. Additionally the proposal response must consist of one copy in electronic format on a CD, DVD or USB flash drive formatted in Adobe (.pdf), Microsoft Word, and/or Microsoft Excel. Failure to provide the required number of duplicate copies may result in rejection of your proposal. Proposals may not be submitted at the Buy4Michigan or MITN site for this offering.
3. **Buy4Michigan** – an alternate review of proposal request can be done at **Buy4Michigan.com**. Open Market Bid 303716B0009462. Requests for proposal and opportunities to bid on products and services required by Genesee County can be found on the website **www.Buy4Michigan.com**. This website is the official posting site for most State of Michigan solicitation and allows municipalities across Michigan to more effectively notify vendors of RFP and bid opportunities. By making use of this site it increases internal efficiency and lowers costs for member agencies and taxpayers through shared resources.
  - a. You must register at the site to participate in other solicitations. Once registered you will have access to all solicitations throughout the State of Michigan posted at the website.

If you have questions or need assistance registering, please call the Vendor Support Department at 888-734-9749, Monday through Friday, 8:00 a.m. through 8:00 p.m. ET. To register for access to Genesee County bids, please go to <https://www.buy4michigan.com/bsollogin.sdo> and click on Register <https://www.buy4michigan.com/bsolexternal/fidCheck.jsp>.

4. Michigan Inter-governmental Trade Network– an alternate review of the RFP number RFP-CC-16-101 can be done at <http://www.mitn.info/Genesee-County.asp?AgencyID=2340&PageType=open>.
  - a. Genesee County has partnered with BidNet as part of the [Michigan Inter-governmental Trade Network](#) and will post their bid opportunities to this site. As a vendor, you can register with [Michigan Inter-governmental](#)

[Trade Network](https://www.mitn.info/Registration.asp?ID=2340) (use hyperlink or <https://www.mitn.info/Registration.asp?ID=2340>) and be sure that you see all available bids and opportunities. By selecting automatic bid notification, your company will receive emails once Genesee County has a bid opportunity that matches your company's business. In addition, the site handles bid opportunities, RFPs, and RFQs for other member governmental agencies. If you need help registering, please call [Michigan Inter-governmental Trade Network](#) support department toll free 1-800-835-4603.

5. All communications, any modifications, clarifications, amendments, questions, responses or any other matters related to this RFP, shall be made by and through the purchasing contact reference in this solicitation. No contact regarding this solicitation made with other County employees is permitted. Any violation of this condition may result in immediate rejection of proposal.
6. All prospective proposers shall be responsible for routinely checking the Genesee County Purchasing Department website at <http://www.gc4me.com/departments/purchasing> for issued addenda and other relevant information. Genesee County shall not be responsible for the failure of a prospective proposer to obtain addenda and other information issued at any time related to this RFP.
7. The County's Standard Proposed Contract is attached to this RFP. After the award is made to the successful proposer, the County and the successful proposer will negotiate a final contract that substantially conforms to the Standard Proposed Contract. Any exceptions to the terms and conditions of the Standard Proposed Contract and this RFP must be clearly set forth in your proposal and referenced on company letterhead. The County will not entertain negotiations to change any terms and conditions of the Standard Proposed Contract or RFP unless those changes are requested in your proposal.
8. The County of Genesee requires a signed Genesee County Insurance Checklist with each proposal submitted. Insurance required per the specifications governing this work must be provided prior to the contract starting date and kept in full effect and compliance during entire contract period. Failure to comply with these provisions will cause termination of the contract.

The contractor agrees to be responsible for any loss or damage to property or persons due to the performance of services herein contracted and further agrees to protect and defend the County of Genesee against all claims or demands whatsoever, and to hold the County of Genesee harmless from any loss or damage resulting therefrom.

9. Proposal Format: Proposals must be submitted in the format outlined in Section 8. INFORMATION REQUIRED FROM PROPOSERS to be deemed responsive.

## SECTION 2 - STANDARD TERMS & CONDITIONS

1. See Genesee County website, Purchasing Department for Standard Terms and Conditions

## SECTION 3 - ADDITIONAL TERMS & CONDITIONS

1. **Purpose:** Through this RFP, Genesee County (“the County”) is soliciting proposals from qualified firms who can design and implement a complete retrofit of the Genesee County Animal Control Building.
2. **Issuing Office:** This RFP is issued by the Genesee County Purchasing Department on behalf of the **GENESEE COUNTY ANIMAL CONTROL (GCAC)**. The contact person is Ms. Cindy Carnes, Purchasing Manager, Genesee County, 1101 Beach Street, Room 343, Flint, Michigan 48502, phone: (810)-257-3030, fax: (810) 257-3380 and [ccarnes@co.genesee.mi.us](mailto:ccarnes@co.genesee.mi.us). Email is the preferred method of contact.
3. **Questions & Inquiries:** All questions regarding this RFP shall be submitted in writing and received no later than **Monday, November 7, 2016 by 12:00 p.m. (EST)**, to the Genesee County Purchasing Department as listed above. E-mail is the preferred method of contact for all inquiries concerning this RFP. No verbal interpretation to any respondent as to the meaning of any requirement stated in this RFP shall be binding on Genesee County. All responses to questions regarding this RFP shall be issued in writing and distributed as an addendum by Genesee County.
4. **Addenda:** Genesee County reserves the right to amend and provide clarification of this RFP prior to the date for proposal submission. In such an event, an addendum will be posted on the Purchasing Department website (<http://www.gc4me.com/Purchasing/currentbids.htm>). Further, all proposers shall acknowledge having seen any and all addendums issued (1, 2, 3, etc.) on the Signature Page.
5. **Responsive Proposals:** To ensure proper consideration, all proposers are encouraged to submit a complete response to this RFP using the format outlined in Section 8, INFORMATION REQUIRED FROM PROPOSERS. In addition, at least one of the paper proposals must be signed with an **original signature** of the official authorized to bind the proposer to its provisions.
6. **Validity Period:** Any proposal submitted as a result of this Request for Proposal shall be binding on the proposer for 120 calendar days following the due date.
7. **Disclosure:** All information in an offeror’s proposal is subject to disclosure under the provisions of Public Act N. 442 of 1976 known as the “Freedom of Information Act”. This Act also provides for the complete disclosure of contracts and attachments thereto. In the event that a proposer wishes to designate any portion

of their submission as “confidential” or “proprietary,” the proposer must contact the Purchasing Manager prior to submission of the proposal. All requests regarding disclosure and requests for confidentiality of a proposal response to this RFP shall be submitted in writing and received no later than Monday, November 7, 2016 by 12:00 p.m. (EST), to the Genesee County Purchasing Department as listed above.

8. **Statement of Exceptions:** The proposer shall furnish a statement on company letterhead giving a complete description of all exceptions to the terms, conditions, and specifications set forth in the proposal. Failure to furnish this statement shall mean that the proposer agrees to meet all requirements set forth in this solicitation.
9. **Acceptance of Proposal Content:** It is proposed that, if a contract is entered into as a result of this RFP, the RFP will serve as the basis for the contract. The contents of the proposal of the successful offeror may become contractual obligations if a contract is issued. Failure of the successful offeror to accept these obligations will result in cancellation of contract award.

## **SECTION 4 - QUALIFICATIONS OF PROPOSERS**

In order to qualify for award, a proposer shall have the capability in all respects to perform the work with integrity and reliability, which will assure good faith performance. This requirement shall include, but is not limited to, the availability of the appropriate financial, material, equipment, facility, personnel, ability, expertise and experience necessary to meet all procurement requirements.

No proposal will be considered from any proposer lacking the capability, qualifications and the necessary experience for providing the services of a character similar to that required in this solicitation.

1. Licensed by, and in good standing with the Michigan State Board of Architects
2. For the purpose of this RFP, all firms that submit a proposal must meet State of Michigan requirements involving principals that are registered architects in the State of Michigan
3. Prior experience involving animal shelters and/or facilities for animal care.
4. Financially stable and have the financial wherewithal to carry out the requirements of this solicitation.
5. Employ an adequate number of staff to perform the required work/services.

## **SECTION 5 - INTRODUCTION AND BACKGROUND INFORMATION**

The Genesee County Animal Shelter was built in the early 1970s. It was fitted with stainless steel cages for the housing of animals; the cages are now obsolete.

Since the shelter was built before the advent of computers, all Information Technology upgrades have been added in various phases with much of the work visible as surface wiring, and with much of the obsolete work abandoned in place.

Historically, the County used an incinerator to cremate animal remains; this practice ended some years ago but the incinerator remains on site.

While the facility was state-of-the-art in the 1970s, modern practices dictate a change in work flow as applies to animals entering and leaving the facility. The lack of physical separation of stray and adoptable animals, the inability to properly decontaminate the facility, the non-availability of negative-pressure areas for the isolation of animals with infectious diseases are issues that exist today and need to be addressed in a retrofit.

Staff and volunteer break rooms and restrooms, commercial laundry facilities, and storage for cleaning supplies are addressed in the basic plans that have been produced to date.

## **SECTION 6 - SCOPE OF WORK**

The County seeks a qualified entity that can design and implement a complete retrofit of the Animal Shelter, with the ultimate goal of obtaining a modern shelter with safe, comfortable housing of the animals, an efficient work flow that provides separate entry for stray and owner surrender animals, up-to-date information technology distribution, the ability to properly disinfect the facility and with a modern air handling system that meets today's standards for fresh air exchange.

The stainless steel cages require replacement with freestanding kennels of an appropriate design for dogs and more modern, comfortable designs for cats. The wards that currently contain the animal cages will require removal of some walls and doors, and the construction of new walls and doors and the addition of sound abatement panels throughout the facility. A law enforcement lockup that was added some years ago will be relocated into the new garage area, and the current area repurposed for the housing of cats. This will require additional construction, removal of cages and additional drainage added.

Demolition and removal of the incinerator is an early step in the project with the end result being a repurposing of the space to house animals.

Construction of a new garage will be another early step in the project, as the current garage area will also be repurposed to house animals, including an animal reception area, medical clinic with negative-pressure holding area and surgical recovery cages, and with the current walk-in freezer relocated to the new addition.

The air handling system will require replacement to include fresh air exchange at an appropriate level.

The original design and layout of the structure did not contemplate infectious disease cross-contamination, and the entire plumbing and drainage system, while still mostly

functional, does have areas in disrepair and is likewise not designed for proper facility-wide decontamination. These systems will require extensive modification.

The staff break room is in poor repair with most of the original appliances still in place. An addition to the building and modern appointments is indicated. Directly adjacent to the staff lounge will be another addition which will house commercial laundry and dishwashing appliances, and will provide a volunteer ready room with a bank of cubicle lockers. An additional latrine in that area of the facility will be added.

The lobby/customer service area is a dated design, computer, communications and related equipment is visibly expedient, appearing unprofessional, unsightly and potentially hazardous. The layout itself does not meet the needs of staff to ensure an efficient work flow and infectious disease was, again, not contemplated in the original design. The lobby will require extensive modification.

The entire shelter currently lacks fire suppression and will require remediation to meet current code.

Genesee County is distributing this Request for Proposals (RFP) to identify organizations and obtain proposals for the design, installation and support of construction, updated animal containment, air handling, plumbing/drainage, information technology and communications, for the preparation and submission of the description(s) of their qualifications to perform the desired project, and to provide an accurate cost estimate. Genesee County will use the results of this process to select the best qualified vendor(s) capable of delivering a well-designed and integrated shelter capable of the humane housing of animals in their care, future enhancement and expansion in all areas of technology described herein.

#### GENERAL STATEMENT:

- 1) Create design development documents that fully explain the architect's design intentions for the designated areas of the Genesee County Animal Shelter, plans, elevations and sections and material descriptions.
- 2) Create construction documents necessary for all elements of the design and other services as needed. Oversee all aspects of construction.
- 3) Represent the project at meetings that require presentations and discussion of all aspects of the design, including meetings pertaining to design review and permitting.
- 4) The shelter will continue to operate and house animals and work will be completed in phases to allow relocation of animals as phases are completed; work hours will have to be coordinated with the Animal Control administration and could include evening and weekends.

#### PHASES OF ARCHITECT/ENGINEERING WORK:

Genesee County is soliciting proposals to review and analyze the needs of the shelter to provide appropriate upgrades and explore available options to address the following:



- 1) Design Development: Develop design to include possible alternatives with estimates of cost
- 2) Final Design: Develop County approved design, into final form, a construction and technology upgrade plan and an updated estimate of cost.
- 3) Construction Documents: To include specifications for animal enclosures, commercial laundry equipment, technology improvements and data, power and/or other cabling, and plumbing/drainage.
- 4) Bid Assistance
- 5) Implementation Administration

## CONSTRUCTION PHASES

### Phase One:

- 1) Remove Incinerator and all supporting hardware and repair roof as indicated.
  - a. Add interior walls, doors, plumbing, drainage and all electrical/communications cabling and lighting fixtures
  - b. Install animal enclosures
  - c. Install all fixtures in Surgical suite
  - d. Install negative pressure fixtures/devices in Isolation area
  - e. Install sound abatement panels
- 2) Construct addition to Garage and Incinerator room
  - a. Add interior walls, doors, plumbing, drainage and all electrical/communications cabling and lighting fixtures
  - b. Install lobby counter and fixtures in animal reception area.
  - c. Include parking area and additional sidewalks as indicated
- 3) Remodel existing garage
  - a. Add interior walls, doors, plumbing, drainage and all electrical/communications cabling and lighting fixtures
  - b. Move existing walk-in freezer to new garage.
  - c. Install animal enclosures
  - d. Install sound abatement panels
  - e. Install all fixtures in Janitorial area
- 4) Replace HVAC system including all appropriate controls and subsystems

### Phase Two:

- 1) Construct addition on northeast corner of shelter
  - a. Add interior walls, doors, plumbing, drainage and all electrical/communications cabling and lighting fixtures
  - b. Install all fixtures in Laundry and Animal Grooming area
    - i. Commercial Laundry appliances
    - ii. Commercial Dishwasher
    - iii. Dog grooming stations
    - iv. Cubicle storage lockers in volunteer ready room
  - c. Add exterior entry/exit door
  - d. Add restroom and all fixtures
  - e. Extend HVAC into all renovated areas
- 2) Remove existing animal enclosures and walls where indicated

- a. Add interior walls, doors, plumbing, drainage and all electrical/communications cabling and lighting fixtures
  - b. Install animal enclosures
    - i. Open exterior wall along north side, install “guillotine” doors, for indoor/outdoor runs
    - ii. Construct appropriate concrete pads and exterior enclosures for indoor/outdoor runs
    - iii. Install exterior door in west wall of Adoption area
  - c. Install sound abatement panels
  - d. Extend HVAC into all renovated areas
- 3) Add drainage system in corridors

Phase Three:

- 1) Construct extension of current staff break room on north side of shelter
  - a. Add interior walls, doors, plumbing, drainage and all electrical/communications cabling and lighting fixtures
  - b. Install interior fixtures
- 2) Construct extension of current law enforcement lockup area on north side of shelter
  - a. Add interior walls, doors, plumbing, drainage and all electrical/communications cabling and lighting fixtures
  - b. Remove animal cages currently located in law enforcement lockup
    - i. Cages may have been relocated in Phase One construction
  - c. Install cat containment fixtures
  - d. Install negative pressure fixtures/devices
- 3) Remove and reconfigure cages in cat ward
  - a. Add interior walls, doors, plumbing, drainage and all electrical/communications cabling and lighting fixtures
- 4) Renovate lobby/reception area
  - a. Add interior walls, doors, plumbing, drainage and all electrical/communications cabling and lighting fixtures
  - b. Reconfigure work stations and customer counters
  - c. Install entry door on west wall of shelter
- 5) Renovate current veterinary office to create ACO office and photo/adoption rooms
  - a. Add/remove interior walls, doors, plumbing, drainage and all electrical/communications cabling and lighting fixtures
  - b. Create computer work stations
  - c. Remove/seal doorway
- 6) Add slider window into east wall of Dispatch office
  - a. Relocate surveillance camera system into Dispatch office
    - i. Install monitor and recording DVR
    - ii. Install additional facility cameras as indicated
- 7) Add slider window in west wall of current Volunteer Coordinator office
  - a. Remove door on north wall
- 8) Reconfigure windows in Director’s office with the ability to open
- 9) Extend HVAC into all renovated areas
  - a. Separate

## SECTION 7 - SUPPLEMENTAL CONDITIONS

1. **Reference Form:** All proposers shall include information for current or prior project references similar to the projects referenced in this solicitation (see Reference Page). The name, address, and telephone numbers of the appropriate contact for each reference shall be submitted as part of the proposal. Particular attention will be paid to references from other municipalities and/or public sector entities in the state of Michigan.
2. **Surety Bonds:**
  - A. **Performance Bond:** The successful proposer must provide a Performance Bond insuring the Contractor's performance of awarded structures/projects.
  - B. **Payment Bond:** The successful proposer must provide a Materials & Labor Payment Bond insuring that the Contractor's subcontractors will be paid according to their subcontracts.
  - C. **General Conditions:** The Warranty Bond must be issued by a surety authorized to issue bonds in the State of Michigan and must have a penal amount at least equal to 100% of the total amount due to the Contractor under this Agreement.
3. **Permits and Fees:** The successful proposer/contractor shall be responsible for all permits and fees associated with the successful completion of the work relevant to this solicitation.
4. **Payment:** Payments due the Contractor will be paid within 15 days after the County receives the Contractor's satisfactory release of liens or claims for liens by sub-contractors, laborers, and materials suppliers for completed work or installed materials and invoice. Schedule of payments is as follows:
  - Initial installment = 30% of total contracted amount
  - Mid installment = 25% of total contracted amount
  - ¾ installment = 25% of total contracted amount
  - Final installment = 20% after all final inspections are completed from each municipality (i.e. mechanical, electrical, plumbing, building) and the County.
5. **Prevailing Wage Requirement:** The successful proposer and all subcontractors shall adhere to Genesee County's Prevailing Wage Policy (required on all jobs over \$2500.00). Genesee County requires the rates of wages and fringe benefits to be paid to each class of construction mechanics by the contractor and all of his/her subcontractors, on this project, shall not be less than the wage and fringe benefits currently prevailing in the County of Genesee. Further, the County requires the contractor and all subcontractors to pay their construction mechanics per the prevailing wage schedule as determined by the State of

Michigan Department of Labor and Economic Growth (DLEG). Prevailing Wage information is available at

[http://www.michigan.gov/documents/lara/Genesee\\_519899\\_7.pdf](http://www.michigan.gov/documents/lara/Genesee_519899_7.pdf)

The contractor shall be required to submit certified payroll reports to the County. The reports shall detail the rates of wages and fringe benefits paid to each class of construction mechanics by the contractor and all of his/her subcontractors. Further, the Certified Payroll Reports must be submitted by the contractor with all invoices for payment.

Proposers shall submit a list of all construction mechanics called for in this project and possible contract. The information shall include the corresponding prevailing wages and fringe benefits to be paid for each class of relevant construction mechanics.

**6. Sub-Contractors**

All sub-contractors must be identified and are subject to approval by the County. Qualifications and background information is required as specified in “Labor Requirements, Staff Qualifications & Experience”.

**7. Security:**

The Contractor will be required:

- To have criminal records check for each individual who will be on site during the project. This may be done by the Genesee County Sheriff. The county does not accept any felony convictions, no misdemeanor convictions in last 3 years - traffic tickets/civil infractions are permitted.
- All owners, supervisors and employees who are on site should display a photo ID issued from their company/employer at all times.
- Use a security access card to access reserved parking lot and facility entrance. Access cards will be issued during the project to permit facility entrance and building navigation. The access cards will be restricted to those areas necessary for the project, to the extent possible.
- To obtain keys, if necessary, will be limited to the least number of contractors, supervisors or other lead personnel on site with a “sign upon receipt and return” basis.
- To access the building based upon an agreed upon construction schedule.
- To provide for the appropriate supervision level at all times. This may be delegated to a supervisor or lead person on site. Genesee County Building and Grounds will be the contact for county issues.

**SECTION 8 - INFORMATION REQUIRED FROM PROPOSERS  
(PROPOSAL FORMAT)**

In order to be deemed responsive, proposals must be submitted in the format outlined below:

## Administrative Proposals

1. **Statement of the Project:** State in precise terms your understanding and interpretation of the project requirements. Include a narrative description of the product that will be delivered including the approach to the Shelter Design.
2. **Work Plan:** Describe in narrative form your plan for accomplishing the work. Include your firm's proposed approach to completing the scope of work as outlined above. Include in the work plan the time frame or schedule to which your plan would adhere. Indicate the number of labor hours you have allocated for each phase including meetings
3. **Staff Qualifications & Experience:** The consultant must be able to provide an appropriate, experienced and knowledgeable team. Include a project team organizational chart that clearly identifies project manager and all personnel to be assigned to the project, providing letter of introduction with background, qualifications and individual areas of responsibility for each. Provide licensing and other qualifications of key personnel that are proposed to be involved in the project.
4. **Additional information and comments** include any other information that is believed to be pertinent but not specifically asked for elsewhere. Genesee County welcomes innovative and unique strategies from proposers.
5. **Project Management -** The Project Manager must be readily accessible to County personnel. Response to this bid should include a proposal to address and clarify all aspects of project administration, quality assurance, variation and change control, contract deliverables, budget and cost control, schedule control, and internal/external coordination.

Submit the required submittals contained in the RFP that are required to substantiate a responsive proposal as indicated below.

1. **Business Organization:** state the full name and address of your organization, and, if applicable, the branch office or other subordinate element that will perform or assist in performing the work. Include the names and phone numbers of personnel at your organization authorized to negotiate the proposed contract.
2. **Statement of Exceptions:** See Section 1.7 for clarification.
3. **Signed Signature Page:** See page 16 of this solicitation.
4. **Executed Insurance Checklist:** See page 17 of this solicitation.
5. **References:** See page 18 of this solicitation. Prior experience with similar projects is essential for any firm to provide the services required in this solicitation. This section shall consist of a minimum of three (3) references with project descriptions. In addition, contact information for each reference shall be provided with the name, address, phone number and email address. The

contacts for each reference must be knowledgeable of the offeror's performance on the referenced project and the scope of services performed by the proposer.

### **Cost Proposals**

**This portion of the proposal must be bound and sealed separately from the remainder of the proposal.**

1. Cost and Price Analysis: The information requested in this section is required to support the reasonableness of each proposal. Use the format below.
  - a. Labor Costs: Price should be quoted per hour (one delivery unit) of work provided. Itemize so as to show the following for each member of the project team:
    - i. Name and title, classification
    - ii. Estimated hours
    - iii. Rate per hour
    - iv. Total cost for each member and for all labor needs
  - b. Cost of Supplies and Materials: Please itemize
  - c. Other direct costs: Please itemize
  - d. Overhead
  - e. Profit
2. Most Recent Financial Audit or audited Financial Statements
3. All prices shall be quoted in U.S. dollars. Unless respondent specifically notes otherwise, any and all quoted prices will be firm and will be good for 120-days from the award date. In case of error in the extension of prices in the response, the unit prices shall govern.

## SECTION 9 - EVALUATION CRITERIA & SELECTION PROCEDURE

It is the intent of Genesee County to conduct a fair and comprehensive evaluation of all proposals received. The RFP/Contract will be awarded to the offeror who submitted a proposal that is most advantageous to Genesee County. All proposals will be evaluated based on the following criteria.

Evaluation Criteria	
<b>Phase 1 – Administrative Proposals</b>	<b>Possible Points</b>
<u>Capability/Expertise of the Proposer:</u> This criterion includes the ability of the consultant to meet the terms of the RFP. Emphasis will be placed on the comprehensiveness of the proposer's approach to the project as presented in the Statement of the Project and Work Plan. Consideration will be given to the performance of the work within reasonable time limits. The proposal will be evaluated based on the Proposer's demonstrated expertise with animal shelter and their ability to deliver a well-designed and integrated shelter capable of the humane housing of animals. The proposal will be evaluated based on similar project experience.	25
<u>Qualifications and Experience of Professional Personnel:</u> This refers to the firm's experience and the competence of professional personnel who would be assigned to the job by the successful firm. Qualifications of professional personnel will be measured by education and experience, with reference to experience on projects similar to that described in this solicitation. Emphasis will also be placed upon the qualification of the project manager and the amount of dedicated management planned for this project by the consultant.	25
The firm's references and examples of similar projects	15
Financial Stability of Proposer	10
Responsiveness of Proposal	5
<b>Phase 2</b>	
Cost Proposal & Considerations: The proposal will be evaluated on a complete description of solution, staffing levels and total cost.	20
<b>Total Possible Points</b>	<b>100</b>

**SIGNATURE PAGE**  
**GENESEE COUNTY RFP #16-101**  
**DESIGN AND PROJECT MANAGEMENT FOR ANIMAL SHELTER RETROFIT**

The undersigned represents that he or she:

1. is duly authorized to make binding offers on behalf of the company,
2. has read and understands all information, terms, and conditions in the RFP,
3. has not engaged in any collusive actions with any other potential proposers for this RFP,
4. hereby offers to enter into a binding contract with Genesee County for the products and services herein offered, if selected by Genesee County within 120 days from proposal due date,
5. certify that it, its principals, and its key employees are not "Iran linked businesses," as that term is described in the Iran Economic Sanctions Act, P.A. 2012, No. 517, codified as MCL 129.311, et seq.
6. acknowledges the following addenda \_\_\_\_\_ issued as part of the RFP:

**Conflict of Interest:**

\_\_\_\_ To the best of our knowledge, the undersigned firm has no potential conflict of interest due to any other County contracts, or property interest for this proposal.

OR

\_\_\_\_ The undersigned firm by attachment to this form, submits information which may be a potential conflict of interest due to other County contracts, or property interest for this Proposal.

**Exceptions** to Solicitation and/or Standard Contract: NO \_\_\_\_\_ YES \_\_\_\_\_ (include attached statement)

Name (typed): \_\_\_\_\_

Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Company: \_\_\_\_\_

Federal Employee Identification Number (FEIN): \_\_\_\_\_

DUNS Number: \_\_\_\_\_

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

**Contact Person of company representative for matters regarding this RFP**

\_\_\_\_\_  
CONTACT NAME POSITION

\_\_\_\_\_  
E-MAIL

\_\_\_\_\_  
MAILING ADDRESS CITY STATE ZIP CODE

\_\_\_\_\_  
PHONE FAX





## REFERENCES

List 3 references of similar projects

Submitted by: \_\_\_\_\_

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### 1. Company

Phone Number

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Contact Name and Position

E-mail Address

---

Address

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Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description

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### 2. Company

Phone Number

---

Contact Name and Position

E-mail Address

---

Address

---

Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description

---

### 3. Company

Phone Number

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Contact Name and Position

E-mail Address

---

Address

---

Type of Work/ Project

\$  
Dollar Amount of the Project

---

Project Description

## DESIGN AND PROJECT MANAGEMENT FOR ANIMAL SHELTER RETROFIT PROFESSIONAL SERVICES CONTRACT

This Contract for Professional Services (the "Contract") is by and between the County of Genesee, a Michigan Municipal Corporation, whose principal place of business is located at 1101 Beach Street, Flint, Michigan 48502 (the "County"), and **[Contractor Name]**, a **[State] [Entity Type]**, whose principal place of business is located at **[Contractor Address]** (the "Contractor") (the County and the Contractor together, the "Parties").

### 1. Agreement and Authority

Execution of this Agreement is authorized by Resolution # \_\_\_\_\_ issued by the Genesee County Board of Commissioners.

### 2. Term

#### 2.1 Initial Term

The initial term of this Contract commences on **[Start Date]**, and shall be effective through **[End Date]** (the "Initial Term").

#### 2.2 Extension Terms

None.

### 3. Scope of Work

The Contractor agrees to perform the services described on Exhibit A (the "Services").

### 4. Compensation

*Budget Reimbursement.* The County will reimburse the Contractor for approved expenses incurred by the Contractor in the performance of this Contract. The total amount paid to the Contractor under this Contract shall not exceed \$ \_\_\_\_\_. The Contractor's projected budget for the Initial Term of this Contract is attached as Exhibit C (the "Budget"). If this Contract is extended, the County and the Contractor will agree in writing on a projected Budget for each Extension Term.

4.1 If requested in writing by the Contractor, and supported by good cause, the Contract Administrator may authorize a transfer between Budget line items of up to 10% of the total annual Budget for a Contract Term. No such transfer is authorized until approved in writing by the Contract Administrator.

- 4.2 The County will not approve any expense not identified in the Budget, and the County will not approve any expenses in excess of the amounts identified in the Budget.
  - 4.3 The Contractor must provide to the County monthly invoices in a form acceptable to the County, along with any supporting documentation such as time sheets and receipts for incurred expenses. The County will pay the Contractor within sixty (60) days of the County's acceptance of the invoice and supporting documentation.
5. **Taxes.** The County is a Michigan Municipal Corporation. The Contractor acknowledges that the County is exempt from Federal Excise Tax and Michigan Sales Tax.

6. **Contract Administrator**

The contract administrator for this Contract is **Paul Wallace, Animal Control Director** (the "Contract Administrator"). The Contractor acknowledges that the Contract Administrator is the primary County contact for notices and instructions related to this Contract. The Contractor agrees to provide a copy of all notices related to this Contract to the Contract Administrator.

7. **Warranties**

The Contractor warrants that:

- 7.1 The Services will be performed in a good and workmanlike manner and in accordance with generally acceptable practices in the industry.
- 7.2 The Contractor will comply with all federal, state, and local laws in the performance of the Services.
- 7.3 The Contractor will comply with the requirements of any federal or state grants used to fund or support this Contract.
- 7.4 The Contractor will obtain and maintain all applicable licenses and permits necessary to provide the Services for the entire term of this Contract.

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's breach of these warranties.

8. **Suspension of Work**

8.1 Order to Suspend Performance

Upon written order of the Contract Administrator, the Contractor agrees to immediately suspend performance of the Services. The Contractor shall

not be entitled to compensation for any Services performed during any period in which the Contract Administrator has directed that the Services be suspended.

## 8.2 Necessary Actions Before Suspension

If immediate suspension of the Services would cause harm, injury, or damage to persons or property, the Contractor must immediately notify the Contract Administrator of the nature of such harm, injury, or damage, and obtain written authorization from the Contract Administrator to take such necessary action as to prevent or minimize such harm, injury or damage. Actions authorized by the Contract Administrator pursuant to this paragraph are compensable.

## 9. Termination

### 9.1 Termination for Cause

If the Contractor is in breach of any provision of this Contract, and such breach continues for fourteen (14) days after written notice is issued to the Contractor by the County of the breach, the County may terminate this Contract. Such termination for cause is effective upon receipt of the notice of termination by the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### 9.2 Immediate Termination

If the County, in its discretion, determines that the Contractor's breach of this Contract constitutes a threat to public health, safety, or welfare, the County may terminate this Contract immediately upon notice to the Contractor.

In addition to any other remedies provided by law or this Contract, the Contractor shall be responsible for all costs incurred by the County as a result of the Contractor's breach and termination, including any costs to obtain substitute performance.

### 9.3 Termination for Convenience

If the County determines that it is in the County's best interests, the County may terminate this Contract upon thirty (30) days written notice to the Contractor.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

#### 9.4 Termination for Lack of Funding

If this Contract is funded by public funds or a grant from a public or private entity, and the funds are not appropriated or the grant is discontinued, the County may terminate this Contract by written notice specifying the date of termination.

The County shall pay for all work properly performed up to the effective date of the notice of termination.

### 10. **Equipment Purchased with County Funds [Budget Reimbursement Contracts ONLY. Delete this Section if the method of compensation is not Budget Reimbursement.]**

10.1 The Contractor shall not purchase Equipment for the performance of this contract using funds provided by the County unless such purchase is clearly identified in a line item in Contractor's Budget.

#### 10.2 Reporting

The Contractor agrees that any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract must be reported to the Contract Administrator upon purchase. For the purposes of this paragraph, Equipment is defined as tangible, non-expendable, personal property having useful life of more than 1 year and an acquisition cost of \$5,000 or more per unit.

#### 10.3 Conveyance to the County

Upon the County's request at the termination of this Contract for any reason, the Contractor agrees to convey to the County all title in any Equipment purchased for the performance of the Services with funds supplied by the County under this Contract.

### 11. **Nondiscrimination**

The Contractor covenants that it will not discriminate against an employee or applicant of employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, height, weight, marital status or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position, and that it will require the same non-discrimination assurances from any subcontractor who may be used to carry out duties described in this contract. Contractor covenants that it will not discriminate against businesses that are owned by women, minorities or persons with disabilities in providing services covered by this Contract, and that it shall require the same assurances from subcontractors. Breach of this covenant shall be regarded as a material breach of this contract.

## **12. Freedom of Information Act**

This Contract and all attachments, as well as any other information submitted by the Contractor to the County, are subject to disclosure under the provisions of MCL 15.231, *et seq.*, known as the “Freedom of Information Act”.

## **13. Intellectual Property**

Any intellectual property created by the Contractor in the performance of the Services shall be considered a work made for hire, and any and all rights in such intellectual property shall belong solely to the County. Upon the County’s request, the Contractor agrees to execute any documents necessary to convey ownership of such intellectual property to the County.

## **14. Audit Rights**

### **14.1 Certification of Accurate Information**

Contractor certifies that all information provided to the County by the Contractor relating to the award or modification of this Contract, or any payment or dispute related to this Contract, is true and correct. The Contractor further certifies that its accounting system conforms to generally accepted accounting principles.

### **14.2 Inspection**

The Contractor agrees that the County may inspect the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s plant, place of business, or worksite to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### **14.3 Audit**

The Contractor agrees that the County may examine the Contractor’s records to ensure compliance with the terms of this Contract. If this Contract is funded or supported with any state or federal grant funds, the state or federal agencies responsible for administering the applicable grants may examine the Contractor’s records to ensure compliance with the terms of this Contract and the terms of the applicable grant.

### **14.4 Records Retention**

The Contractor agrees to maintain any business records related to this Contract or the Contractor’s performance under this Contract for a period of at least three (3) years after final payment.

## **15. Identity Theft Prevention**

- 15.1 In the event that the Contractor will obtain identifying information during the performance of the Services, the Contractor must take reasonable precautions to ensure that such identifying information is protected from unauthorized disclosure and is used only for the purpose of performing the Services.
- 15.2 For the purposes of this Paragraph, "identifying information" means any name or number that may be used, alone or in conjunction with any other information, to identify a specific person, including but not limited to name, address, telephone number, social security number, date of birth, driver's license number, taxpayer identification number, or routing code.

## **16. Insurance Requirements and Indemnification**

The Contractor agrees to obtain insurance coverage of the types and amounts required as set forth in the Insurance Checklist attached as Exhibit B and keep such insurance coverage in force throughout the life of this Contract.

### **16.1 Insurance Certificate and Additional Insured Coverage**

The Contractor further agrees to provide certificates of insurance to the County evidencing the coverages specified in the Insurance Checklist, and including the County as an additional insured. Additional insured coverage is to be by proof of blanket additional insured coverage within the general liability policy or as provided by an endorsement specifying the County as an additional insured to the policy. Contractor's agent must provide a copy of the endorsement or language from the policy with the certificate of insurance.

### **16.2 Indemnification**

The Contractor agrees to indemnify and hold the County, its officials, officers, agents, and employees harmless from any and all claims, damages, or liability, including defense costs, arising out of the Contractor's performance of the Services or presence on the County's property or worksite.



## **17. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not the employees of the County.

## **18. General Provisions**

### **18.1 Entire Contract**

This Contract, consisting of the following documents and Exhibits, embodies the entire Contract between the Parties.

18.1.1. The Contract – This Professional Services Contract

18.1.2. Exhibit A – The Scope of Work

18.1.3. Exhibit B – The Insurance Checklist

18.1.4. Exhibit C – The Contractor’s Budget

There are no promises, terms, conditions, or obligations relating to the Services other than those contained herein. In the event of a conflict between this Contract and any Exhibit, the terms of this Contract shall control.

### **18.2 No Assignment**

The Contractor may not assign or subcontract this Contract without the express written consent of the County.

### **18.3 Modification**

This Contract may be modified only in writing executed with the same formalities as this Contract.

### **18.4 Binding Effect**

The provisions of this Contract shall apply to and bind the heirs, executors, administrators, and assigns all of the parties hereto.

### **18.5 Headings**

The paragraph headings in this Contract are used only for ease of reference, and do not limit, modify, construe, and or interpret any provision of this Contract.

### **18.6 Governing Law and Venue**

This Contract is entered into under the laws of the State of Michigan. Any litigation between the Parties arising out of this Contract must be initiated

within two years of the cause of action accruing and must be brought in a court of competent jurisdiction in Genesee County, Michigan.

18.7 Severability and Survival

In the event that any provision of this Contract is deemed by any court of competent jurisdiction to be legally ineffective, such decision shall have no effect on the remaining provisions of this Contract.

18.8 Interpretation

Each Party has had opportunity to have this Contract reviewed by legal counsel and has had equal opportunity to contribute to its contents. In the event of any dispute concerning the interpretation of this Contract, there shall be no presumption in favor of any interpretation solely because the form of this Contract was prepared by the County.

18.9 Remedies

All remedies specified in this Contract are non-exclusive. The County reserves the right to seek any and all remedies available under this Contract and applicable law in the event that the Contractor fails to abide by the terms of this Contract.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed by their duly authorized agents.

CONTRACTOR NAME

COUNTY OF GENESEE

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

Name of Contractor Signatory

Title of Contractor Signatory

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

Jamie W. Curtis, Chairperson  
Board of County Commissioners

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

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

Approved as to form:

\_\_\_\_\_  
Chief Assistant Prosecuting Attorney – Civil Division

## EXHIBIT A Description of the Services

The County seeks a qualified entity that can design and implement a complete retrofit of the Animal Shelter, with the ultimate goal of obtaining a modern shelter with safe, comfortable housing of the animals, an efficient work flow that provides separate entry for stray and owner surrender animals, up-to-date information technology distribution, the ability to properly disinfect the facility and with a modern air handling system that meets today's standards for fresh air exchange.

The stainless steel cages require replacement with freestanding kennels of an appropriate design for dogs and more modern, comfortable designs for cats. The wards that currently contain the animal cages will require removal of some walls and doors, and the construction of new walls and doors and the addition of sound abatement panels throughout the facility. A law enforcement lockup that was added some years ago will be relocated into the new garage area, and the current area repurposed for the housing of cats. This will require additional construction, removal of cages and additional drainage added.

Demolition and removal of the incinerator is an early step in the project with the end result being a repurposing of the space to house animals.

Construction of a new garage will be another early step in the project, as the current garage area will also be repurposed to house animals, including an animal reception area, medical clinic with negative-pressure holding area and surgical recovery cages, and with the current walk-in freezer relocated to the new addition.

The air handling system will require replacement to include fresh air exchange at an appropriate level.

The original design and layout of the structure did not contemplate infectious disease cross-contamination, and the entire plumbing and drainage system, while still mostly functional, does have areas in disrepair and is likewise not designed for proper facility-wide decontamination. These systems will require extensive modification.

The staff break room is in poor repair with most of the original appliances still in place. An addition to the building and modern appliances is indicated. Directly adjacent to the staff lounge will be another addition which will house commercial laundry and dishwashing appliances, and will provide a volunteer ready room with a bank of cubicle lockers. An additional latrine in that area of the facility will be added.

The lobby/customer service area is a dated design, computer, communications and related equipment is visibly expedient, appearing unprofessional, unsightly and potentially hazardous. The layout itself does not meet the needs of staff to ensure an efficient work flow and infectious disease was, again, not contemplated in the original design. The lobby will require extensive modification.

The entire shelter currently lacks fire suppression and will require remediation to meet current code.

Genesee County is distributing this Request for Proposals (RFP) to identify organizations and obtain proposals for the design, installation and support of construction, updated animal containment, air handling, plumbing/drainage, information technology and communications, for the preparation and submission of the description(s) of their qualifications to perform the desired project, and to provide an accurate cost estimate. Genesee County will use the results of this process to select the best qualified vendor(s) capable of delivering a well-designed and integrated shelter capable of the humane housing of animals in their care, future enhancement and expansion in all areas of technology described herein.

GENERAL STATEMENT:

- 1) Create design development documents that fully explain the architect's design intentions for the designated areas of the Genesee County Animal Shelter, plans, elevations and sections and material descriptions.
- 2) Create construction documents necessary for all elements of the design and other services as needed. Oversee all aspects of construction.
- 3) Represent the project at meetings that require presentations and discussion of all aspects of the design, including meetings pertaining to design review and permitting.
- 4) The shelter will continue to operate and house animals and work will be completed in phases to allow relocation of animals as phases are completed; work hours will have to be coordinated with the Animal Control administration and could include evening and weekends.

PHASES OF ARCHITECT/ENGINEERING WORK:

Genesee County is soliciting proposals to review and analyze the needs of the shelter to provide appropriate upgrades and explore available options to address the following:

- 1) Design Development: Develop design to include possible alternatives with estimates of cost
- 2) Final Design: Develop County approved design, into final form, a construction and technology upgrade plan and an updated estimate of cost.
- 3) Construction Documents: To include specifications for animal enclosures, commercial laundry equipment, technology improvements and data, power and/or other cabling, and plumbing/drainage.
- 4) Bid Assistance
- 5) Implementation Administration

EXHIBIT B  
Insurance Checklist

**Proposal Title** DESIGN AND PROJECT MANAGEMENT FOR ANIMAL SHELTER  
RETROFIT

**Proposal Number** 16-101

**Coverage Required**

**Limits (Figures denote minimums)**

<input checked="" type="checkbox"/> 1. Workers' Compensation	Statutory limits of Michigan
<input checked="" type="checkbox"/> 2. Employers' Liability	\$100,000 accident/disease \$500,000 policy limit, disease
<input checked="" type="checkbox"/> 3. General Liability	Including Premises/operations \$1,000,000 per occurrence with \$2,000,000 aggregate Including Products/Completed Operations and Contractual Liability
<input checked="" type="checkbox"/> 4. Professional liability	\$1,000,000 per occurrence with \$2,000,000 aggregate Including errors and omissions
<input type="checkbox"/> 5. Medical Malpractice	\$200,000 per occurrence \$800,000 in aggregate
<input checked="" type="checkbox"/> 6. Automobile liability	\$1,000,000 combined single limit each accident- Owned, Hired, Non-owned
<input type="checkbox"/> 7. Umbrella liability/Excess Coverage	\$ ,000,000 BI & PD and PI
<input checked="" type="checkbox"/> 8	<u>Genesee County named as an additional insured on other than workers' compensation and professional liability via endorsement. A copy of the endorsement or evidence of blanket Additional Insured language in the policy must be included with the certificate.</u>
<input type="checkbox"/> 9. Other insurance required:	_____
<input checked="" type="checkbox"/> 10. Best's rating: A VIII or better, or its equivalent (Retention Group Financial Statements)	
<input checked="" type="checkbox"/> 11. The certificate must state bid number and title	

EXHIBIT C  
Contractor's Projected Budget  
[Date] to [Date]

**[INSTRUCTIONS: If this is not a Budget Reimbursement contract, delete this Exhibit.]**