

REQUEST FOR PROPOSAL



**JOHNSON COUNTY, KANSAS
OFFICE OF FINANCIAL MANAGEMENT
PURCHASING DIVISION
111 S. CHERRY, SUITE 2400
OLATHE, KS 66061-3486**

**RFP NO: 2009-007
DATE: February 18, 2009
PURCHASING ADMINISTRATOR:
Larry Allen
PHONE NO: (913) 715-0594
FAX NO: (913) 715-0597
EMAIL: larry.allen@jocogov.org**

RETURN RFP NO LATER THAN:

OPENING DATE: March 10, 2009
**OPENING TIME: 2:00 PM Local Time on a clock designated
by OFM Purchasing Division**

RETURN RFP TO:

**OFFICE OF FINANCIAL MANAGEMENT
PURCHASING DIVISION
111 S. CHERRY, SUITE 2400
OLATHE, KS 66061-3486**

DESCRIPTION:

Architectural Services for the Johnson County Sheriff's Criminalistics Laboratory

PREPROPOSAL TELE-CONFERENCE: will be held on February 24, 2009 at 2:00 p.m. Instructions for participation will be sent to all respondents in advance of the tele-conference.

To respond to this RFP this cover sheet and the appropriate forms should be completed and submitted. The county is requesting one (1) original clearly marked as such, nine (9) copies, and one (1) electronic .pdf copy to be returned in response to this RFP.

INVOICE DISCOUNT TERMS

Is a discount offered for prompt payment of invoices? **YES** ___ **NO** ___. If yes, please complete information below.

VENDOR TERMS: _____ % DISCOUNT PERIOD _____ DAYS NET _____ DAYS

MUST BE SIGNED TO BE VALID

COMPANY:

DATE:

MAILING ADDRESS:

PHONE:

CITY

STATE:

ZIP:

E-MAIL:

SSN OR FEDERAL TAX NO:

TITLE OF AUTHORIZED
REPRESENTATIVE:

AUTHORIZED SIGNATURE:

PRINTED NAME:

DATE:

JOHNSON COUNTY KANSAS
OFFICE OF FINANCIAL MANAGEMENT, PURCHASING
DIVISION
STANDARD TERMS AND CONDITIONS

1. TERMINOLOGY/DEFINITIONS

Whenever the following words and expressions appear in the solicitation document or any amendment hereto, the definition or meaning described below shall apply.

- a. **Agency and/or Department** means the statutory unit of County government in Johnson County, Kansas for which the equipment, supplies, and/or services are being purchased by the Public Building Commission of Johnson County (PBC).
- b. **Amendment** means a written, official modification to a solicitation document or to a contract.
- c. **Attachment** applies to all forms which are included with a solicitation document to incorporate any informational data or requirements related to the Performance Requirement.
- d. **Bid Opening Date and Time** and similar expressions mean the exact deadline required by the solicitation document for the physical receipt of sealed invitation for Bid/Request for Proposal by the Office of Financial Management, Purchasing Division.
- e. **Bidder** means the person or organization that responds to a solicitation document by submitting a bid/proposal with price to provide the equipment, supplies, and/or services as required in the solicitation document.
- f. **Public Building Commission or PBC** means the governing body of the Public Building Commission of Johnson County, Kansas.
- g. **Buyer** means the procurement staff member of the Office of Financial Management, Purchasing Division. The **Contact Person** as referenced herein is usually the Buyer.
- h. **Contract** means a legal and binding agreement between two or more competent parties, for a consideration for the procurement of equipment, supplies, and/or services.
- i. **Contractor** means a person or organization who is a successful bidder as a result of a bid/proposal and who enters into a contract.
- j. **County** means Johnson County, Kansas.
- k. **Exhibit** applies to forms which are included with a bid/proposal for the bidder to complete and return with the sealed response prior to the specified opening date and time.
- l. **Invitation for Bid (IFB)/Request for Proposal (RFP)** means the procurement document issued by the Office of Financial Management, Purchasing Division, to potential bidders for the purchase of equipment, supplies, and/or services as described in the document. The definition includes these Terms and Conditions as all Pricing Pages, Exhibits, Attachments, and Amendments thereto.
- m. **May** means that a certain feature, component, or action is permissible, but not required.
- n. **Must** means that a certain feature, component, or action is a mandatory condition. Failure to provide or comply will result in a bid/proposal being considered non-responsive and not evaluated any further.
- o. **Shall** has the same meaning as the word **must**.
- p. **Should** means that a certain feature, component and/or action is desirable and not mandatory.

2. OPEN COMPETITION

- a. It shall be the bidder's responsibility to ask questions, request changes or clarification, or otherwise advise the Office of Financial Management, Purchasing Division, in writing if any language, specifications or requirements of a bid/proposal appear to be ambiguous, contradictory, and/or arbitrary, or appear to inadvertently restrict or limit the requirements stated in the bid/proposal to a single source. Any and all communication from bidders regarding specifications, requirement, competitive bid process, etc., must be directed to the buyer from the Office of Financial Management, Purchasing Division as indicated on the first page of the bid/proposal. Such communication should be received at least seven calendar days prior to the official bid opening date.

Every attempt shall be made to ensure that the bidder receives an adequate and prompt response. However, in order to maintain a fair and equitable bid process, all bidders will be advised, via the issuance of an amendment to the bid/proposal, of any relevant or pertinent information related to the procurement. Therefore, bidders are advised that unless specified elsewhere in the bid/proposal, any questions received by the Office of Financial Management, Purchasing Division, less than seven calendar days prior to the bid/proposal opening date may not be answered.

- b. Bidders are cautioned that the only official position of the PBC is that position which is stated in writing and issued by the Office of Financial Management, Purchasing Division, in the bid/proposal or an amendment thereto. No other means of communication, whether oral or written, shall be construed as a formal or official response or statement.
- c. The Office of Financial Management, Purchasing Division, monitors all procurement activities to detect any possibility of deliberate restraint of competition, collusion among bidders, price-fixing by bidders, or any other anti-competitive conduct by bidders which appears to violate state and federal antitrust laws. Any suspected violation shall be referred to the Kansas Attorney General's Office for appropriate action.
- d. The PBC, reserves the right to officially modify or cancel a bid/proposal after issuance. Such a modification shall be identified as an **amendment**.

3. PREPARATION OF BID/PROPOSAL

- a. Bidders **must** examine the entire bid/proposal carefully. Failure to do so shall be at bidder's risk.
- b. Unless otherwise specifically stated in the bid/proposal, all specifications and requirements constitute minimum requirements. All bids/proposals must meet or exceed the stated specifications/requirements.
- c. Unless otherwise specifically stated in the bid/proposal, any manufacturer's names, trade names, brand names, information and/or catalog number listed in a specification and/or requirement are for informational purposes only to indicate level of quality required and are not intended to limit competition. The bidder may offer any brand which meets or exceeds the specification for any item, but must state the manufacturer's name and model number for any such brands in the bid. In addition, the bidder shall explain, in detail, (1) the reasons why the proposed equivalent meets or exceeds the specifications and/or requirements and (2) why the proposed equivalent should not be considered an exception thereto. Bids which do not comply with the requirements and specifications are subject to rejection.
- d. Bids lacking any written indication of intent to bid an alternate brand or to take an exception shall be received and considered to be in complete compliance with the specifications and requirements as listed in the bid/proposal.
- e. All equipment and supplies offered in a bid must be new and of current production and available for marketing by the manufacturer unless the bid/proposal clearly specifies that used, reconditioned, or remanufactured equipment and supplies may be offered.

- f. Firm fixed prices shall include all packing, handling and shipping charges FOB destination, freight allowed unless otherwise specified in the Invitation for Bid.
- g. The firm fixed prices bid shall remain valid for 90 days from bid opening unless otherwise indicated. If the bid is accepted, prices shall be firm for the specified contract period.

4. SUBMISSION OF BIDS/PROPOSALS

- a. A bid/proposal submitted by a bidder must (1) be signed by a duly authorized representative of the bidder's organization, (2) contain all information required by the bid/proposal, (3) be priced as required, Invitations for Bid only (4) be sealed in an envelope or container, and (5) be mailed or hand-delivered to the Office of Financial Management, Purchasing Division, and officially clocked in no later than the exact opening time and date specified on the bid/proposal. Facsimile transmitted bids/proposals will not be accepted.
- b. The sealed envelope or container containing a bid/proposal should be clearly marked on the outside with (1) the official bid/proposal number and (2) the official opening date and time. Different bids should not be placed in the same envelope, although copies of the same bid may be placed in the same envelope.
- c. A bid may only be modified or withdrawn by signed, written notice which has been received by the Office of Financial Management, Purchasing Division, prior to the official opening date and time specified. A bid may also be withdrawn or modified in person by the bidder or its authorized representative, provided proper identification is presented before the official opening date and time. Telephone or telegraphic requests to withdraw or modify a bid shall not be honored.

5. BID/PROPOSAL OPENING

- a. Bid openings are public on the opening date and at the opening time specified on the bid/proposal document. In the case of Invitations for Bid, prices shall be read at the bid opening.
- b. It is the bidder's responsibility to ensure that the bid is delivered by the official opening date and time to the Office of Financial Management, Purchasing Division. Late bids will not be considered regardless of the degree of lateness or the reason related thereto, including causes beyond the control of the bidder. Late bids shall not be opened, and will be returned unopened.

6. EVALUATION/AWARD

- a. Any pricing information submitted by a bidder but not reflected on the pricing page shall be subject to evaluation if deemed by the Office of Financial Management, Purchasing Division, to be in the best interests of the PBC.
- b. Unless otherwise stated in the bid/proposal, cash discounts for prompt payment of invoices shall not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.
- c. Awards shall be made to the bidder whose bid (1) complies with all mandatory specifications and requirements of the bid/proposal and (2) is the lowest and best bid, considering price, responsiveness and responsibility of the bidder, and all other evaluation criteria specified in the bid/proposal.
- d. When evaluating a bid, the PBC reserves the right to consider relevant information and fact, whether gained from a bid, from a bidder, from bidder's references, or from any other source.
- e. Any award of a contract shall be made by written notification from the Office of Financial Management, Purchasing Division.
- f. All bids and associated documentation which were submitted on or before the official opening date and time will be considered open records pursuant to the State of Kansas open record law.
- g. The Office of Financial Management, Purchasing Division, reserves the right to request written clarification of any portion of the bidder's response in order to verify the intent of the bidder. The bidder is cautioned, however, that bidder's response shall be subject to acceptance without further clarification.

- h. The PBC, reserves the right to award by item, groups of items or on all or none basis. Also, the right to reject any or all bids or proposals in part or its entirety, to waive any minor technicality or irregularities of bids/proposals received.

- i. In the event of a discrepancy between the unit price and the extension, the unit price shall prevail.

- j. Bidders who protest the conditions, specifications or scope of services, or other requirements contained in this solicitation are encouraged to review the County's Administrative Purchasing Policies and Procedures located at the County's website at <http://ofm.jocogov.org/defaultpurch.htm>.

7. CONTRACT/PURCHASE ORDER

- a. By submitting a bid/proposal, the bidder agrees to furnish any and all equipment, supplies and/or services specified in the bid/proposal, pursuant to all requirements and specifications contained herein.
- b. A binding contract shall include: (1) The bid/proposal and any amendment thereto, (2) the contractor's response to the bid/proposal, and (3) the PBC's acceptance of the bidder's response in writing.
- c. The contract expresses the complete agreement of the parties and performance shall be governed solely by the specifications and requirements contained therein. Any change, whether by modification and/or supplementation, must be accomplished by a formal contract amendment.

8. INVOICING AND PAYMENT

- a. The contractor shall not transfer any interest in the contract, whether by assignment or otherwise, without the prior written consent of the PBC.
- b. Payment for all equipment, supplies, and services shall be made in arrears. The PBC shall not make any advance deposits unless provided in the solicitation document.
- c. The PBC assumes no obligation for equipment and supplies shipped in excess of the quantity ordered. Any unauthorized quantity is subject to the County's rejection and shall be returned at the contractor's expense.
- d. The PBC and its agencies are exempt from state and local sales and use taxes by KSA 79-3606. Situs of all transactions under the order(s) that shall be derived from the bid request shall be deemed to have been accomplished within the State of Kansas.

9. DELIVERY

Time is of the essence. Deliveries of equipment, supplies, and/or services must be made no later than the time stated in the contract or within a reasonable period of time, if a specific time is not stated.

10. INSPECTION AND ACCEPTANCE

- a. No equipment, supplies, and/or services received by the PBC or an agency of the County pursuant to a contract shall be deemed accepted until the agency has had reasonable opportunity to inspect said equipment, supplies, and/or services.
- b. All equipment, supplies, and/or services which do not comply with the specifications or requirements or which are otherwise unacceptable or defective may be rejected. In addition, all equipment, supplies, and/or services which are discovered to be defective or which do not conform to any warranty of the contractor upon inspection (or at any later time if the defects contained were not reasonably ascertainable upon the initial inspection) may be rejected.
- c. The PBC reserves the right to return any such rejected shipment at the contractor's expense for full credit or replacement and to specify a reasonable date by which replacements must be received.
- d. The PBC's right to reject any unacceptable equipment, supplies, and/or services shall not exclude any other legal, equitable or contractual remedies available to the PBC.

11. WARRANTY

The contractor expressly warrants that all equipment, supplies, and/or services provided shall: (1) conform to each and every specification, drawing, sample or other description which was furnished or adopted by the Office of Financial Management, Purchasing Division, (2) be fit and sufficient for the purpose expressed in the Invitation for Bid/Request for Proposal, (3) be of good materials and workmanship, and (4) be free from defect.

12. CONFLICT OF INTEREST

The contractor hereby covenants that at the time of the submission of the bid/proposal the contractor has no other contractual relationships which would create any actual or perceived conflict of interest. The contractor further agrees that during the term of this contract neither the contractor nor any of its employees shall acquire any other contractual relationships which create such a conflict.

13. CANCELLATION/TERMINATION OF CONTRACT

- a. In the event of material breach of the contractual obligations by the contractor, the Office of Financial Management, Purchasing Division, may cancel the contract. At its sole discretion the Office of Financial Management, Purchasing Division, may give the contractor an opportunity to cure the breach or to explain how the breach will be cured. The actual cure must be completed within no more than 10 working days from notification a written plan detailing how the contractor intends to cure the breach.
- b. If the contractor fails to cure the breach or if circumstances demand immediate action, the PBC will issue a notice of cancellations terminating the contract immediately.
- c. If the PBC, cancels the contract for breach, the PBC, reserves the right to obtain the equipment, supplies, and/or services to be provided pursuant to the contract from other sources and upon such terms and in such manner as the Office of Financial Management, Purchasing Division, deems appropriate and back charge the contractor for any additional costs incurred thereby.
- d. The PBC, reserves the right to terminate the contract at any time for the convenience of the PBC, without penalty or recourse, by giving the contractor a written notice of such termination at least 30 calendar days prior to termination. The contractor shall be entitled to receive just and equitable compensation for the work completed pursuant to the contract prices prior to the effective date of termination.

14. COMMUNICATIONS AND NOTICES

Any written notice to the contractor shall be deemed sufficient when deposited in the United States mail postage prepaid, delivered to a telegraph office fee prepaid; or hand-carried and presented to an authorized employee of the contractor at the contractor's address as listed in the contract.

15. INVENTIONS, PATENTS AND COPYRIGHTS

The contractor shall defend, protect, and hold harmless the PBC, its officers, agents, and employees against all suits of law or in equity resulting from patent and copyright infringement concerning the contractor's performance or products produced under the terms of the contract.

16. NON-DISCRIMINATION IN EMPLOYMENT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall agree not to discriminate against recipients of services or employees or applicants for employment on the basis of race, color, religion, national origin, sex, disability, or age. If discrimination by a contractor is found to exist, the PBC, shall take appropriate enforcement action which may include, but not necessarily be limited to, cancellation of the contract and/or removal from bidder's lists issued by the division until corrective action by the contract is made and ensured, and referral to the Attorney General's Office, whichever enforcement action may be deemed most appropriate.

17. AMERICANS WITH DISABILITIES ACT

In connection with the furnishing of equipment, supplies, and/or services under the contract, the contractor and all subcontractors shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

18. GOVERNING LAW

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Kansas.

19. HOLD HARMLESS

The contractor agrees to protect, defend, indemnify and hold the BOCC, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings or causes of action of every kind and character in connection with or arising directly or indirectly out of the error, omission or negligent claims, etc., relating to personal injury or of any other tangible or intangible personal or administrative order, rule or regulation, or decree of any court, shall be included in the indemnity hereunder. The contractor further agrees to investigate, handle, respond to, provide defense for and defend any such claims, etc., at his/her sole expense and agrees to bear all other costs and expenses related thereto, even if such claim is groundless, false or fraudulent.

20. TITLES

Titles of paragraphs used herein are for the purpose of facilitating reference only and shall not be construed to infer a contractual construction of language.

21. RIGHT TO EXAMINE AND AUDIT RECORDS

The Contractor agrees that the PBC, or any of its authorized representatives, shall have access to and the right to examine and audit any and all books, documents, papers and records of the Contractor involving transactions related to the contract between the PBC and Contractor hereunder, or any change order or contract modification thereto, or with compliance with any clauses thereunder. Such records shall include hard copy as well as computer readable data. The Contractor shall require all of its payees including but not limited to, subcontractors, insurance agents or material suppliers to comply with the provisions of this clause by including the requirements hereof in a written agreement between the Contractor and payee. Further, the Contractor agrees to cooperate fully and will cause all related parties and will require all of its payees to cooperate fully in furnishing or making available to the PBC and County any and all such books, documents, papers, and records.

22. HIPAA COMPLIANCE

All contracting parties hereby agree that they will comply with the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law, 104-191 ("HIPAA") and the Health and Human Services regulations implementing the Administrative Simplification and enter into addenda or memorandum of understanding as may be necessary to address the details of such implementation.

SPECIAL CONDITIONS

GOVERNING RESPONSES AND SUBSEQUENT CONTRACTS JOHNSON COUNTY, KANSAS

1. **INSURANCE:** The contractor shall be required to maintain and carry in force for the duration of the contract, insurance coverage of the types and minimum liability as set forth below (**SAMPLE CERTIFICATE ATTACHED**):
 - A. Professional Liability Insurance
\$3,000,000 per occurrence and as an annual aggregate
 - B. Commercial General Liability
\$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Minimum \$2,000,000 aggregate.
 - C. Workers' Compensation and Employer's Liability
 1. Workers' Compensation Statutory
(include all states endorsement)
 2. Employer's Liability \$100,000 each occurrence
 - D. Automobile Liability
\$1,000,000 combined single limit per occurrence for bodily injury and property damage, coverage will include owned and non-owned vehicles used in the course of business.

Before entering into a contract, the successful bidder shall furnish to the Johnson County Risk Manager a Certificate of Insurance verifying such coverage and identifying the Public Building Commission, Johnson County, Kansas and the Board of County Commissioners, Johnson County, Kansas, their officers, commissions, agents and employees as additional insured as pertains to the contract. This inclusion shall not make the PBC or County a partner or joint venturer with the contractor in its operations hereunder, nor does it apply to the Professional Liability coverage.

The Public Building Commission, Johnson County, Kansas and the Board of County Commissioners, Johnson County, Kansas, their officers, commissions, agents and employees shall be named as additional insureds as respects: Liability arising out of acts performed by or on behalf of the contractor; products and completed operations of the contractor; premises owned, leased or used by the contractor; or automobiles, leased, hired or borrowed by the contractor.

The certificate holder on the Certificate of Insurance shall be as follows:

Public Building Commission
Johnson County, Kansas
c/o Risk Manager
111 South Cherry Street, Suite 2400
Olathe, Kansas 66061-3486

This RFP No. shall be referenced on the Certificate of Insurance.

Prior to any material change or cancellation, the Public Building Commission, Johnson County, Kansas, its' officers, commissions, agents and employees will be given thirty (30) days advanced written notice by registered mail to the stated address of the certificate holder.

In the event of an occurrence, it is further agreed that any insurance maintained by the Public Building Commission, Johnson County, Kansas, and the Board of County Commissioners, Johnson County, Kansas, their officers, commissions, agents and employees shall apply in excess of and not contribute with insurance provided by policies named in this contract.

2. **TIME LIMIT TO SUBMIT SUPPORTING DOCUMENTS:** Within ten (10) calendar days after notification to enter into contract, the successful respondent must furnish the required insurance. If any successful respondent fails to furnish said documents within ten (10) calendar days, the award to that respondent may be withdrawn and awarded to the next lowest acceptable proposal.
3. **LICENSES AND PERMITS:** The contractor shall be, without expense to the PBC or the County, responsible for obtaining any necessary licenses and permits.
4. **CODES AND REGULATIONS:** All work within the scope of this request shall be completed by the successful bidder to all applicable current prevailing codes and regulations.
5. **ADDITIONAL SERVICES:** The County reserves the right to add additional services to this contract with the mutual consent of the contracting parties within the contract period.
6. **NEGOTIATIONS:** The County reserves the right to negotiate any and all elements of a contract resulting from this request for proposal.
7. **TRAVEL EXPENSES:** The County will reimburse reasonable and necessary travel and related expenses to the successful contractor based on the following conditions: travel expenses for airline expenses for business class based on actual cost. Lodging, mileage, and food will be based on the GSA per diem rates for the Kansas City Metro region. All such expenses will be up to but not in excess of the per diem rate for this area based on actual receipts. The applicable GSA per diem information can be located at <http://ofm.jocogov.org/defaultap.htm>. Additional expenses such as ground transportation to and from the airport and vehicle rental may also be approved. All travel expenses are subject to the County's prior approval and must have receipts to verify expenses.
8. **PUBLICITY CLAUSE:** Respondent must obtain prior written approval from the County for use of information relating to the County or this Agreement in advertisements, brochures, promotional materials or media, press releases or other informational avenues.
9. **OWNERSHIP:** Any work product or deliverable report or data provided to the County as a result of work performed while under contract shall be considered the property of the County and may be used in any fashion the County deems appropriate.
10. **SUSTAINABLE EFFORTS:** The County desires to procure goods and services that are sustainable and maximize value to the County at both a cost and environmental level. Please describe your firm's environmental stance and what steps your firm has taken to support the goal of environmental stewardship.
11. **ELECTRONIC VERSION:** The electronic version of the bid/RFP is available upon request. The document was entered into WORD for Microsoft Windows. The Office of Financial Management, Purchasing Division, shall not guarantee the completeness and accuracy of any information provided on the electronic version. Therefore respondents are cautioned that the hard copy of the bid/RFP on file in the Office of Financial Management, Purchasing Division governs in the event of a discrepancy between the information on the electronic version and that which is on the hard copy.
12. **DISCLOSURE:** The following is a disclosure for firms responding to the County's requests for architectural services: Thomas Franzen is the Director of Financial Management for Johnson County Government, and also the brother of Mark Franzen, a Principal with HTK. While Purchasing is one of the divisions under Thomas' authority, and is responsible for managing the bid and RFP processes for the County, Thomas has not participated in the selection process, as a selection committee member or otherwise, and has not influenced any selection by the County of architectural services.

ACORD CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YY)

PRODUCER

S A M P L E

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

COMPANY
A

INSURED

MUST INCLUDE CONTRACTOR/VENDOR
TO WHOM CONTRACT HAS BEEN AWARDED

COMPANY
B

COMPANY
C

COMPANY
D

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT <input checked="" type="checkbox"/> CONTRACTUAL				GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ PER PERSONAL & ADV INJURY \$ TERMS EACH OCCURRENCE \$ OF FIRE DAMAGE (Any one fire) \$ CONTRACT MEDICAL (Any one person) \$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT \$ PER DAILY INJURY (per person) \$ TERMS MEDICAL INJURY (accident) \$ OF PROPERTY DAMAGE \$ CONTRACT
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EACH ACCIDENT \$ AGGREGATE \$
	EXCESS LIABILITY <input checked="" type="checkbox"/> UMBRELLA FORM <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE \$ AGGREGATE \$ \$
X	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY THE PROPRIETOR/PARTNERS/EXECUTIVE OFFICERS ARE: INCL EXCL				* PER CONTRACT TERMS INCLUDES ALL STATES ENDORSEMENT WC STATUTORY LIMITS OTHER EL EACH ACCIDENT \$ 100,000 EL DISEASE - POLICY LIMIT \$ 100,000 EL DISEASE - EA EMPLOYEE \$ 100,000
	OTHER PROFESSIONAL LIABILITY/ ERRORS AND OMISSIONS LIABILITY				LIMIT PER CONTRACT REQUIREMENTS

S A M P L E

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS INCLUDE: 1) RFP #2) PUBLIC BUILDING COMMISSION OF JOHNSON COUNTY, KANSAS, BOARD OF COUNTY COMMISSIONERS, JOHNSON COUNTY, KANSAS, THEIR OFFICERS, COMMISSIONS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED AS PERTAINS TO THIS CONTRACT AND ONLY TO THE EXTENT COVERED BY COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY. THIS INCLUSION DOES NOT APPLY TO THE PROFESSIONAL LIABILITY.

CERTIFICATE HOLDER

PUBLIC BUILDING COMMISSION OF
JOHNSON COUNTY, KANSAS
C/O RISK MANAGER
111 SOUTH CHERRY, SUITE 2400
OLATHE, KS 66061-3441

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

A. INTRODUCTION

The Johnson County Facilities Department, on behalf of the Johnson County Public Building Commission and the Johnson County Sheriff's Office, seeks proposals of qualifications from interested architectural firms for complete design, documentation and construction administration services for development of a new Criminalistics Laboratory Facility in Olathe, Kansas.

The project involves design and construction of a new facility to be located at the Johnson County Sunset Drive Campus in Olathe and is to be co-located with and connected to the new County Communications Center. The campus is located on the property at the northwest corner of 119th Street and Ridgeview road and the specific site is in the extreme northwest corner of the property. The existing Sheriff's Crime Laboratory is located in the Johnson County Northeast Office Building at 6000 Lamar in Mission. There is no public access to this facility, however tours will be provided later in the selection process.

The proposed facility is anticipated to be a site-secure, two story building that will house all functions of the current laboratory, additional functions as referenced later in this document and significant programmatic growth space. The project is anticipated to be approximately 51,000 gross square feet. The total project budget is \$28 million with an anticipated construction budget of \$20 million.

Funding for the design and construction of the project is secured through revenue generated by the Public Safety Sales Tax issued by Johnson County and approved by the voters in August 2008. The project will be funded through the issuance of Johnson County Public Building Commission Revenue Bonds. Johnson County (and the Johnson County Public Commission) is one of only 40 counties in the United States to possess a "Triple A" designation from both Standard & Poor's Ratings Services and Moody's Investors Service.

B. JOHNSON COUNTY INFORMATION

Located in the Kansas City metropolitan area, Johnson County is a full service local government providing daily services to over 500,000 residents through more than 40 offices, agencies, and departments. In addition to the traditional governmental operations of public health and safety, codes regulations, financial management, and tax collection, Johnson County operates a major intermodal transportation system, twelve libraries, six multi-service centers, a park and recreation district, mental health and developmental support centers, a community corrections program, and a countywide wastewater system. Please refer to the Johnson County website for additional information at www.jocogov.org.

The Criminalistics Laboratory project will be directed and managed by the Planning and Design Group of the Johnson County Facilities Management department on behalf of the Johnson County Public Building Commission. <http://facilities.jocogov.org> The PDG is staffed with experienced professionals including registered architects, interior designers, real estate managers, LEED[™] accredited design professionals, building systems engineers and operations specialists. These professionals will work closely with the design team to help ensure a successful project process and outcome. In addition, the project will have a user committee made up of representatives from the Sheriff's Department and other County personnel.

The PDG and the entire Facilities Department take pride in the outstanding service, innovation and solutions we provide for the County. We strive for excellence in all that we do and expect nothing less from the consultants we ask to be part of our team. The Johnson County Board of Commissioners were named "Architectural Advocates of the Year" in 2007 by the Kansas City Chapter of the American Institute of Architects for our progressive, high quality approach to capital planning and development.

C. PROJECT PARAMETERS

In February of 2006 McClaren, Wilson & Lawrie, Inc., in association with HTK Architects, completed a Space Needs Assessment and Preliminary Design Program that outlines the numerous needs and requirements of

the Criminalistics Laboratory. This document can be downloaded at the following link: <http://facilities.jocogov.org/pdfs/Published%20Crime%20Lab%20Study%20.pdf>

As previously stated, this project is intended as a full replacement for the existing Crime Lab facility. Operations will continue in this existing facility until the new building is ready for occupancy.

The goals of this project align with all County parameters for capital development. Please refer to the 2009 update of the Strategic Facilities Master Plan and specifically the Planning Criteria in chapter five for further definition of County capital development philosophy. <http://facilities.jocogov.org/SFMP/sfmpTOC-2009.htm>

It is anticipated that construction of this project will be undertaken with a Construction Manager at Risk form of contract. Operationally, we will expect a highly integrated and deeply cooperative team approach to the entire process of design and construction. It is our intent to work with a CM that has a demonstrated successful history of working in this manner. It is also our intent to invite our design team to participate in the selection of the Construction Manager. A new selection process for the CM promoting this type of philosophy and approach is currently being developed by the County.

For the design of the project, we are seeking firms/teams that can bring outstanding expertise and understanding in the following areas.

- Rigorous understanding of Forensic Science and a deep and diverse technical knowledge of Criminalistics Laboratory design and operations.
- Innovative approaches to building systems and envelope design for maximum energy performance and environmental safety.
- Understanding and application of sophisticated, proven technologies and regionally-appropriate systems with functionally driven, life-cycle supported solutions.
- Design of technically demanding, long life, low maintenance, flexible and enduring operational facilities that also clearly epitomize high quality civic architecture and respect for context and regionalism.
- Modular, adaptable planning; discipline-specific solutions; knowledge of a broad array of Best Practices and benchmarking against peer institutions.
- Support of ASCLD accreditation
- Significant experience in addressing all areas of environmental stewardship at a very high level. It is the policy of Johnson County and the goal for this project that the designer and constructor are required to comply with the LEED Gold/Platinum Standard at a minimum and submit documentation to USGBC for their independent third-party review process and certification. The building systems and envelope should be designed for maximum energy performance with a minimum target of 50 percent improvement from an ASHRAE 90.1, 2007 energy baseline using the energy modeling criteria outlined in the LEED for New Construction and Renovation 2009 Green Building Rating.
- Significant understanding, experience and success in operating in a highly collaborative, integrated team delivery model.

D. PRELIMINARY SCHEDULE (ALL DATES TENTATIVE)

Pre-proposal Tele-conference	2:00 pm, February 24, 2009
Qualification Statements/Proposals Due	2:00 pm, March 10, 2009
Finalists Announced (a tour of existing facilities will then be scheduled)	March 31, 2009
Finalist Interviews	April 28, 2009
Top-ranked Finalist Announced and Negotiations Started	May 8, 2009
Negotiations Completed	May 22, 2009
Public Building Commission Approval, Notice to Proceed	June 11, 2009

E. SCOPE OF SERVICES

The basic scope of services will be structured generally around those services defined in article 2 of *AIA Document B151-1997 Abbreviated Standard form of Agreement Between Owner and Architect*. The Johnson County Supplemental Conditions to this document will be distributed to finalists for reference. In addition to these standard design, documentation and construction administration services, the following will also be required:

- Design program review and final modifications, budget evaluation and potential modifications and adjustments.
- Alternative deployment and configuration development and analysis.
- Support of the Owner's anticipated partnership with the EPA/DOE-sponsored Labs for the 21st Century program www.labs21century.gov
- Engagement in and assistance to the County in the final development of the new CM at Risk procurement process including involvement with multiple CM at Risk candidates during the CM selection process.
- Core disciplines are to include: Architectural, Mechanical/Electrical/Plumbing, Structural, Civil, Landscape Design and Interior Design.
- Specialty disciplines are to include: Forensic Laboratory Planning, Laboratory Fixed-Equipment & Furnishings Specification, Codes/Life Safety.
- Collaboration and coordination with Owner-provided consulting services including Commissioning, Security, Audio/Visual, etc.
- Comprehensive, timely documentation of design processes and decisions
- Comprehensive Interior Design services with attention to detail, quality, finish and maintainability of materials.
- Submissions for and attendance at all required presentations to regulatory boards and commissions such as, but not limited to, any municipal zoning or review boards, the Public Building Commission, etc.
- Construction Document Delivery and Ownership: All design and documentation will become property of Johnson County. Please reference version 8/05 *Standards for Delivery of Electronic Document Information* for all requirements at <http://facilities.jocogov.org/pdfs/Electronic%20Docs%20Standards.pdf>
- CAFM (Computer Aided Facility Management) information delivery: Please reference version 8/05 *Standards for CAFM/CAD Polylines and Room Finish Schedules* for all requirements at <http://facilities.jocogov.org/pdfs/CAD%20Polyline%20Standards.pdf>
- Record Documentation: The design team will provide, as part of basic services, a detailed set of record or as-built drawings showing significant changes in the work made during construction based on information furnished by the Construction Manager. This information will be provided in the same manner as the construction documents indicated above. Mechanical and electrical systems and equipment schedules with as-built information added will be submitted in specified spreadsheet or database formats.
- Whole Building Energy Simulation Services. The design team will provide whole building energy simulation services that will comply with the requirements of LEED at a minimum, and assist the design team in making informed integrated design decisions early in the design process.
- Basis of Design Documentation. The design team will coordinate with the owners commissioning agent to provide a Basis of Design document that responds to the Owner's Project Requirements and the Commissioning Plan at each major approval phase of the design and construction schedule."
- Start-up Assistance: The design team will assist the Construction Manager and Commissioning Agent in providing comprehensive and detailed building system operation instruction to County personnel at the time of project turnover.

- Sustainable Design Integration: The design team will be responsible for evaluating and presenting for consideration, design concepts, building materials and systems that have a reduced adverse impact on the local and global environment. It is the intent of the County, at a minimum, to base the design and construction of this project around the Johnson County Guide to Sustainability <http://facilities.iocogov.org/pdfs/SustainabilityGuide.pdf> .
- LEED™ Certification Administration: The design team will, in coordination with the Construction Manager and Owner, lead and administer the LEED™ Certification and documentation process.
- Post Occupancy Services: In coordination with the Construction Manager, the design team will be responsible for addressing any problems or other situations relating to the appropriate operation of the facility during the first year of occupancy. In addition, the design team will be required to prepare the one-year warranty review for presentation to the Construction Manager.
- 1% for Art: The design team will participate in the selection process of, and be responsible for the coordination and integration with, public art procured through the County's 1% for Art program.

F. THE COUNTY WILL PROVIDE TO FINALISTS

- Finalized project budget
- Finalized project parameters for use in establishing architectural cost proposals
- A copy of the County's standard form of agreement for architectural services.
- Space needs programmatic data that will require verification and updating by the selected team

G. EVALUATION PROCESS

The proposals will be evaluated by an Evaluation Committee composed of County personnel. Members of the Evaluation Committee will independently review and rate each proposal based on the following criteria:

1. Quality of similar work that has been provided for other public and private entities
2. Demonstrated excellence in achieving outstanding design solutions for all project types but especially for this type technical/service facility.
3. True commitment, understanding and integration of all aspects of sustainable design and environmental stewardship.
4. Comparable experience and background of the specific personnel that shall be assigned to the team that will work on this project.
5. Overall responsiveness to the RFP
6. Project approach. How you conduct your projects, how you pursue innovation, how you work with diverse user groups, and how you achieve outstanding value and quality are all important to us.

Once each member of the Evaluation Committee has rated each proposal and completed a rating sheet, a composite is developed which indicates the Committee's collective ranking of the highest rated proposals in a descending order. At this point, the Evaluation Committee may request additional submittals and conduct interviews with only the top ranked firms, usually three, depending upon the number of proposals received. Proposed fees for the County's project shall be submitted only by the top ranked firms.

Once a top-ranked finalist is established, Facilities Management staff will endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with said firm, the staff will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated.

The Facilities Management staff and the Evaluation Committee will recommend to the Public Building Commission one firm to provide the County the services required in this RFP. Their Evaluation shall be based

on the response to this RFP, any additional required submittals, references, any interviews/site visits and cost proposals. For this Evaluation process, the initial cost proposal information required from finalist firms will account for 10 out of a possible 100 points in the finalist ranking process.

During the Evaluation process the County requires the following:

1. All correspondence, inquiries and questions are to be submitted in writing to the designated County Purchasing Agent, as indicated on the cover sheet of this Request for Proposals.
2. Other than through the Purchasing Department, no communication regarding the project with the Evaluation committee or County staff is permitted. Violation of this requirement could result in disqualification.
3. Confidentiality is to be maintained regarding all aspects of the Architectural Services Evaluation.

The Evaluation Committee members will be asked to comply with the County Code of Ethics Standard 1101: An official whether elected or appointed and an employee in government service should never act upon any manner in which they, their family, or business has or may have any financial or beneficial interest; and should always declare and disclose the full nature and extent of any personal, family or business interests in any matter related to governmental actions or duties.

H. SUBMISSION REQUIREMENTS FOR THE PROPOSALS

The responses to this Request for Proposals will be made using the County's standard forms, attached and provided electronically. These forms can be reformatted as desired but all information required on each form must be clearly shown. Photographs and other graphics may be included either in the body of each form or as attachments to each form.

Key points to be addressed in the qualifications submissions are:

1. Clearly define the qualifications and experience of each firm making up the team and of each individual proposed as part of the team. Include detailed qualification/experience information of all specific key individuals to be associated with the project. Specifically include experience working with LEED, integrated design, coordination of whole building energy simulations and participating in the commissioning planning process. Please note that the County considers individual qualifications to be just as important as firm qualifications in ensuring a high quality project team.
2. Specific, demonstrated excellence in all aspects of the design and construction of Forensic Laboratory and other laboratory project types. Include the specific roles performed on example projects by each proposed team member.
3. A detailed description of how the project will be structured and conducted to support the integrated, sustainable design process including roles, responsibilities and authority of all firms making up the team and of the individuals involved.
4. Demonstrated experience of all component team members in the execution of outstanding design solutions, delivery of comparable projects and the administration of construction processes.
5. A clear description of the experience and approach of all firms on the team in the execution of projects with a high degree of environmental stewardship and responsiveness, including utilization of innovative and integrated solutions and approaches.
6. Demonstrate a clear understanding of and approach for dealing with the complexities and issues of this project type, and achieving operationally driven solutions.
7. Description of understanding and experience in working in a construction management at risk structure and integrated team process.
8. The mechanical/electrical/plumbing design and construction components of projects are usually the areas where the most difficulties are encountered. Please demonstrate the quality and expertise of all MEP and energy modeling personnel on your team. Please list energy modeling capabilities and

experience on LEED certified projects for the team members responsible for LEED whole-building energy simulations and the MEP design. Teams are encouraged to have an energy modeler and MEP engineer with a minimum of two LEED certified projects that have successfully been through and audit process with the US Green Building Council.

9. Demonstrate procedurally how your team plans to distinguish itself with outstanding MEP design, integration and execution.
10. Please note that the County strongly discourages the submission or presentation of any conceptual design solutions for this project. We and you do not know enough about the project at this point to be presenting solutions. Demonstrate your expertise through outstanding similar projects previously completed, a thoughtful project approach, and a clear demonstration of your understanding of the particular issues involved.

We challenge each firm to go beyond the typical qualifications information to clearly demonstrate why their firm/team is a superior choice for the County on this project.

A few last honest recommendations: Reading multiple proposals is quite arduous. Brevity is a virtue and getting to the relevant point even more so. Be focused on the areas that we are concerned with. Minimize marketing "boiler plate" and let your words and pictures tell the true story of what your firm/team is all about.

I. INSTRUCTIONS FOR RESPONDING TO THIS RFQ/P

The attached proposal forms are to be completed as instructed, one (1) double-sided original clearly marked as such, nine (9) double-sided copies, and one (1) electronic .pdf copy returned in response to the RFQ/P. See the attached INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS.

J. DETAILED SELECTION / EVALUATION PROCESS

The County's RFP process is usually a two-step process. The first step consists of an Evaluation Committee scoring all responsive proposals. This scoring is determined by allocating points totaling 100, which are assigned to evaluation criteria similar to the key points in the "Submission Requirements for the Proposals".

The Evaluation Committee or department representative prior to opening of proposals shall assign the weights given each category. Each Evaluation Committee member will provide a numerical score for each submitting firm. Following the tabulation of numerical scores, each member's set of scores will be ordered by a Purchasing Administrator as to first choice, second choice and so on according to the point scores from that member. To determine the finalists, one point will be assigned for first choice, two points for second choice and so on. Choice points of all members will be added together and the firms receiving the lowest choice point totals will be short listed for the interview/cost proposal phase of the RFP. In the case where interviews are waived, a Purchasing Administrator will request cost proposals from top ranked respondents. Cost points will be calculated and then added to the original proposal points. Using these new totals a Purchasing Administrator will rank vendors by assigning one point for first choice, two points for second and so on. The rankings of all members will be added together and the firm receiving the lowest choice point total after the inclusion of cost points will be selected to begin negotiations with the County.

Finalist firms shall be independently evaluated by each Evaluation Committee member based on points totaling 100. Points are assigned to criteria similar to the initial proposal evaluation. Criteria are to be established by the Evaluation Committee or Department Representative prior to opening of proposals. Fee proposals will be weighted from 10 to 30 points (10% to 30% of the total) as deemed appropriate for the project.

The Evaluation Committee will determine the weight of the fee/cost proposal in advance of proposal opening. Fee/cost proposals shall not be opened until all of the technical/qualification evaluations are completed. A Purchasing Administrator will open the fee/cost proposals after all evaluations are turned in by each Evaluation Committee member. A Purchasing Administrator will then compute the cost proposal points for each finalist firm and enter those points on each firm's respective interview score sheet. Fee/cost proposal points shall be determined by awarding maximum points to the lowest fee/cost proposal. Fee/cost points for firms other than the lowest will be determined by dividing the lowest proposed cost by other cost proposals being scored, and then multiplying this result times the maximum cost points. The resultant points will then be added to the appropriate firms' total.

Following the interviews and addition of fee/cost proposal points to each Evaluation Committee member's score sheet, each member's set of scores will be ordered by a Purchasing Administrator as to first choice, second choice and so on according to the point scores from that member. To determine the selection, one point will be assigned for first choice, 2 points for second and so on. Choice points of all members will be added together and the firm receiving the lowest choice point total will be selected. In the case of a tie, interview scores without cost proposal points added will be ranked in the same manner as above and the firm with the lowest overall ranking without cost will be selected. If after these rankings are calculated there is still a tie, the firm with the lowest fee/cost proposal will be selected. If there is still a tie, the selected firm will be decided by drawing lots.

(See attached Ranking sheets)

Following the interviews the Evaluation Committee will select and/or recommend to the PBC one (1) firm to provide the County the services required in this RFP. The staff will then endeavor to negotiate a contract with the successful firm. In the event that a mutually agreeable contract cannot be negotiated with said firm, the staff will then enter into contract negotiations with the next highest rated firm, and so on until a mutually agreeable contract can be negotiated.

**SAMPLE
RANKING SHEET NO. 1 PROPOSALS**

Firm: _____

SCORING GUIDELINES

	<u>40 Point Question</u>	<u>25 Point Questions</u>	<u>10 Point Question</u>
Outstanding	34-40	21-25	9-10
Exceeds Acceptable	26-33	16-20	7-8
Acceptable	18-25	11-15	5-6
Marginal	0-17	0-10	0-4

	<u>Maximum Points</u>	<u>Score</u>
1. Demonstrated Excellence of Similar Work: Consider previous experience and references listed in the proposal. Is the team experienced in providing services similar to and at a quality level requested in the RFP including integrated, high-performance design? Have they achieved outstanding solutions and outcome in laboratory projects? Do they have experience in successfully certified LEED projects?	25	_____
2. Team Personnel: Consider comparable experience and background of the specific personnel that shall be assigned to the County's project as outlined in the proposal. Also consider the specific involvement of those persons in projects noted in the proposal. Do the individual team members have a distinguished resume of highly successful similar laboratory projects? Does the team meet the minimum requirements for LEED energy modeling experience and LEED certification experience?	25	_____
3. Overall Responsiveness to the RFP: Consider whether all requested information was furnished by the team in the format required by RFP.	10	_____
4. Project Approach: Evaluate the team's project approach and understanding of the Scope of Services required in the RFP as evidenced by their proposal. Does the firm/team have true commitment to the issues that are important to the County such as design excellence, high value and quality and environmental stewardship? Does the team have the experience and understanding to be successful in a Construction Manager at Risk delivery process?	40	_____

TOTAL POINTS _____

RANKING _____

The Evaluation committee member above agrees to comply with the County Code of Ethics Standard 1101: An official whether elected or appointed and an employee in government service should never allow his judgment to be compromised by any personal, family or business interest not a part of his government service and never act upon any matter in which he, his family, or business has or may have any financial or beneficial interest; and should always declare and disclose the full nature and extent of any personal, family, or business interests in any matter related to governmental actions or duties.

**SAMPLE
RANKING SHEET NO. 2 INTERVIEWS**

Firm: _____

SCORING GUIDELINES

	<u>35 Point Question</u>	<u>25 Point Questions</u>	<u>15 Point Questions</u>
Outstanding	29-35	21-25	13-15
Exceeds Acceptable	22-28	16-20	10-12
Acceptable	15-21	11-15	7-9
Marginal	0-14	0-10	0-6

	<u>Maximum Points</u>	<u>Score</u>
1. Demonstrated Excellence of Similar Work: Consider previous projects and experience demonstrated in the interview/presentation. Is the firm experienced in providing services similar to that requested in the RFP, particularly those of integrated, high-performance design? Have they achieved outstanding solutions and outcome in similar projects? Do they have experience in successfully certified LEED projects?	15	_____
2. Firm Personnel: Consider the approach, demonstrated knowledge and understanding of important issues of each member of the project team. Do the individuals that make up the project team have an approach to provision of service that aligns with the business practices and expectation of the County? Has the team leader selected quality team members and have they demonstrated an ability to organize and empower those team members to reach high-performance goals?	25	_____
3. Team Structure and Roles: Consider the make-up, structure and balance of the firms and individuals represented by the project team. Evaluate the proposed processes and procedures for working not only with the County but among the individual components making up the team. Does the team structure support integrated, sustainable design?	15	_____
4. Project Approach: Re-evaluate, based on the information presented, the firm's project approach and understanding of the relevant issues. Does the firm/team have true commitment to and experience in the issues that are important to the County such as design excellence, high value and quality and environmental stewardship? Does the team have the experience and understanding to be successful in a Construction Manager at Risk delivery process?	35	_____
TOTAL POINTS		=====
RANKING		=====

PROCUREMENT DIVISION USAGE ONLY		<u>Maximum Points</u>	<u>Score</u>
Cost Points		10	_____
		TOTAL POINTS	_____
		RANKING	=====

The Evaluation committee member above agrees to comply with the County Code of Ethics Standard 1101: An official whether elected or appointed and an employee in government service should never allow his judgment to be compromised by any personal, family or business interest not a part of his government service and never act upon any matter in which he, his family, or business has or may have any financial or beneficial interest; and should always declare and disclose the full nature and extent of any personal, family, or business interests in any matter related to governmental actions or duties.

INSTRUCTIONS FOR COMPLETING THE PROPOSAL FORMS

The following numbered instructions below correspond to the numbers of the questions in the proposal forms.

1. FORM 1: Show name and address of the individual or firm (or joint venture), which is submitting this form for the project.
- 1d. List the name, title, and telephone number of that principal who will service as the point of contact. Such an individual must be empowered to speak for the firm on policy and contractual matters and should be familiar with the programs and procedures of the agency to which this form is directed.
- 1e. Give the address of the specific office, which will have responsibility for performing the announced work.
2. Please list the number of people, by discipline, which your firm/joint venture will commit to the County's project. Please identify the energy modeler, whether separate of included in the MEP firm. Identify any outside LEED consultants that may be used and the benefits of using such a consultant.
3. Answer only if this form is being submitted by a joint venture of two or more collaborating firms. Show the names and addresses of all individuals or organizations expected to be included as part of the joint venture and describe their particular areas of anticipated responsibility (i.e. technical disciplines, administration, planning, financial, environmental, etc.).
- 3a. Indicate, by checking the appropriate box, whether this particular joint venture has worked together on other projects.
4. FORM 2: If respondent is not a joint venture, but intends to use outside (as opposed to in-house or permanently and formally affiliated) consultants or associates, names and addresses of all such individuals or firms should be provided, as well as their particular areas of technical/professional expertise, as it relates to this project. Existence of previous working relationships should be noted. If more than ten outside consultants or associates are anticipated, attach an additional sheet containing requested information.
5. FORM 3: Regardless of whether respondent is a joint venture or an independent firm, provide brief resumes of key personnel expected to participate on this project. Care would be taken to limit resumes to only those personnel and specialists who will have major project responsibilities, including energy modeling coordination and LEED documentation coordination. Each resume must include: (a) name of each key person and specialist and his or her title, (b) the project assignment or role which that person will be expected to fulfill in connection with this project, (c) the name of the firm or organization. If any, with whom that individual is presently associated, (d) years of relevant experience with present firm and other firms, (e) the highest academic degree achieved and the discipline covered (if more than one highest degree, such as two Ph.D.'s, list both), the year received and the particular technical/professional discipline which that individual will bring the project, (f) if registered as an architect, engineer, surveyor, etc. show only the field of registration and the that such registration was first acquired. If registered in several states, do not list states, (g) LEED AP credentials and a list of LEED certified projects to which they have been involved, including specific roles, and (h) a synopsis of experience, training, or other qualities, which reflect individual's potential contribution to this project. Include such data as: familiarity with Government or agency procedures, similar type of work performed in the past, management abilities, familiarity with the geographic area, etc. please limit synopsis of experience to directly relevant information.
6. FORM 4: List up to ten projects (one per Form 4 sheet), which demonstrate the firm or joint venture's competence to perform work similar to that likely to be required on this project. More recent projects are preferred. Prime consideration will be given to projects that illustrate respondent's capability for performing work similar to that being sought. Required information must include: (a) name and location of project, (b) completion data (actual when available, otherwise estimated), (c) name and address of the owner of that project, (d) total construction cost of completed project (or where no construction was involved, the approximate cost of respondent firm's work) and that percentage of the project for which the named firm was/is responsible), (e) name and phone number of individual to contact for reference, preferably the project owner's project manager (the name of the individual indicated and their information must be current), (f) a narrative description of the example project including quantifiable data wherever possible, e.g. square footage, site acreage, etc. (photographs and other relative supporting data may be attached to this form in support of this question), (g) brief description of type and extent of services provided for each project, (h) firm or joint venture's personnel that worked on the example project that will be assigned to the County's project (include each individual's role on the example project), (i) LEED Certification, if applicable, with actual building performance data compared to performance goals, such as BTU's per square foot, annual energy cost compared to a baseline, annual water consumption compared to a baseline, etc.
7. FORM 5: Through narrative discussion, show reason why the firm or joint venture submitting this questionnaire believes it is especially qualified to undertake the project. Information provided should include, but not be limited to, such data as: specialized equipment available for this work, any awards or recognition received by the firm or individuals for similar work, special approaches or concepts developed by the firm relevant to this project, etc. respondents may say anything they wish in support of their qualifications. When appropriate, respondents may supplement this proposal with graphic material and photographs, which best demonstrate design capabilities of the team proposed for this project.
8. Completed forms should be signed by the chief executive officer of the firm or joint venture (thereby attesting to the concurrence and commitment of all members of the joint venture), or by the architect/engineer principal responsible for the conduct of the work in the event it is awarded to the organization submitting this form. Joint ventures selected for subsequent discussions regarding this project must make available a statement of participation signed by a principal of each member of the joint venture. ALL INFORMATION CONTAINED IN THE FORM SHOULD BE CURRENT AND FACTUAL.

TABLE OF CONTENTS

The following table set forth the specific items to be addressed in your proposal. Respondents must return this or a similar page with their proposal and with corresponding page numbers indicated on the information submitted within their proposal.

	Response Page Number
Cover Page of the RFP. Submit with all information completed	
A. LETTER OF TRANSMITTAL: Submit on firm’s letterhead; limit to 2 single sided pages. 1. Include additional relevant information not requested elsewhere in the RFP. 2. The signature of the letter shall be that of a person authorized to represent and bind the firm	
B. TABLE OF CONTENTS: Submit this page and include the appropriate page numbers.	Page 1
C. FIRM PROFILE: Form 1 provided.	Page 2
D. LIST OF OUTSIDE KEY CONSULTANTS/ASSOCIATES THAT WILL BE USED FOR THE COUNTY’S PROJECT: Form 2 provided	Page 3
E. RESUMES: Form 3 provided (Form 3 may be reproduced and attached in sequence if more space is required).	Pages to
F. ILLUSTRATIVE WORK: Form 4 provided (This form may be reproduced and attached in sequence if more space is required)	Pages to
G. PROJECT UNDERSTANDING AND APPROACH: Limit to four (4) single sided pages. 1. Concisely state the firm’s understanding of the services required by the County. 2. Provide a summary of the firm’s proposed project approach, including any unique or challenging aspects of the approach, if appropriate.	Pages to
H. ADDITIONAL INFORMATION OR RESOURCES: Form 5 provided (This form must be signed and dated).	Page

FEE STRUCTURES (TO BE SUBMITTED ONLY BY THOSE FIRMS SELECTED AS FINALISTS): FORM 6 will be provided to the Finalists

FORM 1

1. Firm (or joint venture) Name & Address	1c. Licensed to do business in the State of Kansas _____ yes no _____
	1d. Name, Title & Telephone Number of Principal to Contact
1a. Firm is ___ National ___ Regional ___ Local	1e. Address of office to perform work, if different from item 1
1b. Year Firm Established	
2. Please list the number of people by discipline that your firm/joint venture will commit to the County's project.	
3. If submittal is by joint venture list participating firms and outline specific areas of responsibility (including administrative, technical, and financial) for each firm:	
3a. Has this joint venture previously worked together? _____ yes _____ no	

FORM 2

4. If respondent is not a joint venture, list outside key consultants/associates that shall be used for the County's project.

Name & Address	Specialty	Worked with prime before (Yes or No)
1)		
2)		
3)		
4)		
5)		
6)		
7)		
8)		
9)		
10)		

FORM 3 – RESUMES

5. Brief resume of key persons, specialists and individual consultants that shall be assigned to the county's project.	
a. Name and Title:	a. Name and Title:
b. Project Assignment:	b. Project Assignment:
c. Name of firm with which associated:	c. Name of firm with which associated:
d. Years experience: With the firm _____ With other firms	d. Years experience: With the firm _____ With other firms
e. Education: Degree(s)/Year/School/Specialization	e. Education: Degree(s)/Year/School/Specialization
f. Active Registration: Year First Registered/Discipline	f. Active Registration: Year First Registered/Discipline
g. LEED AP credentials and a list of LEED certified projects to which they have been involved, include specific role.	g. LEED AP credentials and a list of LEED certified projects to which they have been involved, include specific role.
h. Other Experience and Qualifications relevant to the proposed project:	h. Other Experience and Qualifications relevant to the proposed project:

FORM 4 – REFERENCES

Work by firm or joint venture members which best illustrates current qualifications relevant to the County’s project that has been/is being accomplished by personnel that shall be assigned to the County’s project. List no more than ten (10) projects.

<u>6a. Project Name & Location</u>		<u>6c. Project owners Name & Address</u>
<u>6b. Completion Date (Actual or Estimated)</u>		
<u>6d. Estimated Cost (In Thousands)</u>		<u>6e. Project Owner’s Contact Person, Title, & Telephone Number</u> Email _____
Entire Project \$	Work for Which Firm Was/Is Responsible %	
<u>6f. Scope of Entire Project</u> (Please give quantitative indications wherever possible)		
<u>6g. Nature of Firms Responsibility in Project</u> (Please give quantitative indications wherever possible)		
<u>6h. Firm’s Personnel (Name/Project Role) That Worked on the Stated Project That Shall Be Assigned to the County’s Project</u>		
<u>6i. LEED Certification, if applicable, with actual building performance data compared to performance goals, such as BTU’s per square foot, annual energy cost compared to a baseline, annual water consumption compared to a baseline, etc.</u>		

FORM 5

7. Use this space to provide any additional information or description of resources (including any computer design capabilities) supporting your firm's qualifications for the County's project.

8. The foregoing is a statement of facts.

Date:

Signature _____ Telephone Number: _____

Typed Name and Title: _____

PROPOSAL PAGE