

MINOR STATE CAPITAL OUTLAY PROJECTS

REQUEST FOR PROPOSAL

This Request for Proposal (RFP) form is used for requesting Proposals from various Professional Services Contractors for the State of Michigan, Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division's, Minor State Capital Outlay Projects.

Failure to provide this information may result in not being considered for the award of a Contract.
(Authority: The Department of Technology, Management and Budget (DMB) Act 431 of 1984, as amended.)

PROFESSIONAL DESIGN/CONSTRUCTION CONSULTANT SERVICES FOR:

FILE NO.

INDEX NO.

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET

, MICHIGAN

Issued by:
The Ad Hoc Advisory Selection Committee
For
Professional Services Contractor Selection

PROPOSAL DUE DATE: Thursday, , 2:00 p.m., Local Time

ISSUING OFFICE AND SUBMITTAL POINT OF CONTACT

U.S. & Express Mail Address

Department of Technology, Management and Budget
Facilities & Business Services Administration - Design and Construction Division
Second Floor, Stevens T. Mason Building
530 West Allegan Street
Lansing, Michigan 48933
Attention: Melissa Sambiagio
Telephone No. (517) 373-7563

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Attachments

1. Project/Program Statement for Project Scope of Work Requirements (On DMB-427 form).
2. Sample/Standard Contract Conditions for Professional Design/Construction Consultant Services.

**Minor State Capital Outlay Projects
REQUEST FOR PROPOSAL
Part I - Technical Proposal**

**Professional Design/Construction Consultant Services for:
File No.
Index No.
Department of Technology, Management and Budget
, Michigan**

SECTION I GENERAL INFORMATION

1-1 Instructions

This Request for Proposal Contract provides two (2) distinct types of Professional Design/Construction Consultant services to the State of Michigan's facility users. These professional services may be coordinated and combined, or used singularly, due to the flexibility required by the diversity of the various types of State Projects.

The two (2) distinct types of Professional Design/Construction Consultant services for this Contract are defined as follows:

- I. **DESIGN SERVICES:** Provide complete architectural and engineering design/build services. The design work activities will be performed either by the Design/Construction Consultant at their office location or through their Professional Design Consultant firm's.

Design services, for a single Project up to \$50,000, will be performed on a release basis. Projects greater than \$50,001 in value must be preapproved by the Director of the Facilities & Business Services Administration, Design and Construction Division.

The Design/Construction Consultant firm's design work may be provided by either the Design/Construction Consultant firm's office staff with an approved Contract Order or a third party Construction Contractor procured by either the State of Michigan or the Design/Construction Consultant. The Facilities & Business Services Administration, Design and Construction Division may also elect to utilize a design/build approach combining the design and construction orders to provide an integrated, expedient delivery approach.

- II. **CONSTRUCTION SERVICES:** Provide complete construction labor, equipment, materials, and all appropriate construction services such as supervision, scheduling, estimating, etc., to construct a Project of up to \$300,000 in value. Projects greater than \$300,001 in value must be preapproved by the Director of the Facilities & Business Services Administration, Design and Construction Division.

This Contract will provide all construction trades work. The Design/Construction Consultant firm's construction labor force may be used for select self-performed trades and general conditions work. Any self-performed trades and general conditions work must be justified and preapproved by the Director of the Facilities & Business Services Administration, Design and Construction Division.

The Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division, Design/Construction Consultant services outlined in the attached Appendix 1 - Project/Program Statement and the attached Appendix 2 – "Design/Construction Consultant Services Utilization Manual, Sample Department Design/Build Forms and Work Flow Procedures Chart" that provides the State of Michigan users with a definition of the procedures and responsibilities to initiate and implement the Design/Construction Consultant firm's professional design/build construction services. The State of Michigan titles defined and used in this manual are intended to be generic, and may be modified to apply to each respective State/Client Agency facility location as required for this Design/Construction Consultant firm's scope of work.

I-2 Purpose

This Request for Proposal provides the prospective Prime Professional Services Contractor, hereafter referred to as the Design/Construction Consultant, with information to enable preparation of a Part I - Technical and Part II - Cost Proposal for the PROFESSIONAL DESIGN/CONSTRUCTION CONSULTANT SERVICES FOR. The professional services to be completed for this Project will encompass the following Phase from the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division's attached "Sample/Standard Contract for Design/Construction Consultant Services":

Phase

Project Management Services
Design Services – Phase 500, 600, & 700
Construction Services
General Conditions
Overhead and Profit Flat Fee

I-3 Project/Program Statement Scope of Work

See the attached Project/Program Statement scope of work requirements for more detailed information. The Design/Construction Consultant firm, by submitting a Technical Proposal (Part I) and Cost Proposal (Part II) to the Department for evaluation during the selection process, ascertains that they can and will provide a complete study/design and construction based on the Department approved and attached Project/Program Statement scope of work requirements. No increase in compensation fee to the Design/Construction Consultant firm will be allowed unless there is a material change made to the attached Project/Program Statement scope of work requirements and the change to the attached Project/Program Statement scope of work requirements is approved, in writing, by the Office of Economic Development and Government Affairs, the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division, and the Design/Construction Consultant firm.

I-4 Issuing Office Ad Hoc Advisory Selection Committee Chairperson

This Request for Proposal is issued by the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division, Ad Hoc Advisory Selection Committee for Professional Services Contractor Selection, hereafter referred to as the Issuing Office. PROPOSALS SHALL BE RETURNED TO THE ISSUING OFFICE/SUBMITTAL POINT OF CONTACT. The Chairperson for this Ad Hoc Advisory Selection Committee Request for Proposal is:

, Project Director
Department of Technology, Management and Budget
Facilities & Business Services Administration
Design and Construction Division
Telephone Number: 517-

I-5 Ad Hoc Advisory Selection Committee Evaluation and Notice of Intent for Contract Award

Design/Construction Consultant firms are being requested to submit their Project Proposal in two (2) parts. The Design/Construction Consultant firms will be evaluated by the Ad Hoc Advisory Selection Committee based upon their submitted Part I - Technical Proposal, and Part II - Cost Proposal. Proposals will be evaluated based upon the scoring weights of eighty percent (80%) of the Part I - Technical Proposal and twenty percent (20%) of the Part II - Cost Proposal.

The Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division will offer a Contract to the Design/Construction Consultant firm that has been recommended by the Ad Hoc Advisory Selection Committee after their evaluation of the combined Part I – Technical Proposal and the Part II - Cost Proposal.

Notice of Intent for Contract award will be undertaken by the State of Michigan, in writing, through the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division within fifteen (15) calendar days following the due date of the Design/Construction Consultant firm's Proposal being submitted to the Issuing Office/ Submittal Point of Contact with the Design/Construction Consultant firm whose Proposal (Parts I and II) the Ad Hoc Advisory Selection Committee determines to be in the State of Michigan's best interest for the Project.

Design/Construction Consultant firms recommended and awarded Contracts by the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division:

- 1.) Must be certified by the State of Michigan, Department of Civil Rights for compliance with the State of Michigan's nondiscrimination requirements. If submittal is made by a Joint Venture, BOTH FIRMS must be certified. The DCCS must not discriminate on the basis of religion, race, color, national origin, age, sex, marital status, height, weight, arrest record, or disability. Prior to the award of any Contract of \$100,000.00 or more, the DTMB Contract Compliance Representative will notify the Michigan Department of Civil Rights (DCR) Contract Compliance Representative, providing a summary of the results of the proposal evaluation and a description of the recommended awardee(s) including business(es)' name, business(es)' designated contact person, last four digits of company(ies)' tax identification number, business(es)' address, and business(es)' contact person telephone number. In the event a Professional does not possess a valid Certificate of Awardability and is the selected proposer, the Professional must immediately submit, upon notification by DTMB, their application to DCR. **DO NOT SUBMIT APPLICATION TO DCR UNLESS YOU ARE NOTIFIED BY DTMB.**

The time required by DCR to process and render a decision on such application is nine (9) calendar days from the date of transmission of selection information by DTMB to DCR. Communications concerning Certificates of Awardability should be directed to:

Michigan Department of Civil Rights
Business and Community Affairs
Cadillac Place
3054 West Grand Boulevard, Suite 3-600
Detroit, Michigan 48202
Telephone: (313) 456-3822
Fax: (313) 456-3826

- 2.) Shall review the Article 5, Insurance text and policy requirements of the attached "Sample/Standard Contract for Professional Design/Construction Consultant Services" and contact your Design/Construction Consultant firm's insurance representative to provide the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division with one (1) copy of Certificate of Insurance documents that provide policy coverage for: (1.) Worker's Compensation Insurance; (2.) Employer's Liability Insurance; (3.) General Liability Insurance with the State of Michigan listed as an Additional Insured on the policy; (4.) Professional Liability Insurance; and (5.) Contractual Liability Insurance.

The insurance company shall attach evidence that it is authorized by the State of Michigan, Department of Labor and Economic Growth, Office of Financial and Insurance Services to do business, as an insurer in the State of Michigan, and must have an insurance rating of "A-" or better, as listed by the A.M. Best Company. To view the latest A.M. Best's Key Ratings Guide, visit the A.M. Best Company internet web site at <http://www.ambest.com>.

Two (2) Certificate of Insurance documents shall be submitted to this office, attention of Melissa Sambiagio, Contract Administrator; telephone number (517) 373-7563 and email address sambiagiom@michigan.gov. Portable Document Format (PDF) copies of the required Certificate of Insurance documents will be accepted, or hard copies may be mailed directly from your insurance representative to:

Department of Technology, Management and Budget
Facilities & Business Services Administration
Design and Construction Division
Second Floor, Steven T. Mason Building
530 West Allegan Street
Lansing, Michigan 48933
Attention: Ms. Melissa Sambiagio
Telephone No. (517) 373-7563

I-6 Rejection of Proposals

The State of Michigan reserves the right to reject any or all Proposals, in whole or in part, received as a result of this Request for Proposal submittal.

I-7 Incurring Costs

The State of Michigan is not liable for any cost incurred by the Design/Construction Consultant firm prior to: (1) The acceptance of a Proposal for the Project; (2) The Department's written Notice of Intent for Contract award; (3) Signed execution of a Professional Services Contract for the Project scope of work; and (4) The issuance of the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division's signed standard document form (DMB-402) Contract Order to the Design/Construction Consultant firm, authorizing the Design/Construction Consultant firm to start the Project work on-site.

I-8 Inquiries

Questions that arise as a result of this Request for Proposal MUST BE SUBMITTED IN WRITING to the Issuing Office/Submittal Point of Contact seven (7) calendar days prior to the submittal due date of the Request for Proposal.

I-9 Addendums to the Request for Proposal

In the event that it becomes necessary to amend any part of this Request for Proposal, Addendums will be provided to all Design/Construction Consultant firms who have received a copy of this Request for Proposal.

I-10 Proposal Response Due Date

To be considered for this Project, Design/Construction Consultant firm's Proposals must arrive at the Issuing Office/Submittal Point of Contact on or before 2:00 p.m., local time, on Thursday, , 20_. Proposals arriving after this 2:00 p.m. local time will not be accepted and will be returned to the Design/Construction Consultant firm's office unopened.

NOTE: NEW CONSTRUCTION PROJECT PARTIALLY CLOSES STREETS AND AFFECTS PARKING SPACES: Capitol Loop – Downtown Lansing. Due to the new construction work, parking is at a premium in the area of the Stevens T. Mason Building. Also, security measures and the new construction work may affect the delivery time of mail and packages sent via United Parcel Service (UPS), Federal Express (Fed. Ex.), and Airborne Express. If hand-delivering your Proposal, please allow ample time to locate parking and be prepared to sign-in and present requested pictured identification to the security officer on duty in the lobby of the Stevens T. Mason Building in order for your Proposal to arrive at the Issuing Office/Submittal Point of Contact prior to the 2:00 p.m. deadline. It remains the responsibility of the Design/Construction Consultant firm to meet the Department's Request for Proposal stated Thursday, 2:00 p.m. deadline for submitting their Proposal.

I-11 Mandatory Pre-proposal Meeting and Site Visit

A MANDATORY PRE-PROPOSAL MEETING will be conducted by the Issuing Office for this Request for Proposal within the, , 20_ at.

I-12 Economy of Preparation

Proposals submitted by the Design/Construction Consultant firm shall be prepared simply and economically, providing a straightforward, concise narrative description of the Design/Construction Consultant firm's ability to describe and meet the Project problem scope of work and Budget requirements of the Request for Proposal. Fancy bindings, three-ring binders, colored displays, promotional materials, and so forth, are not desired and are discouraged. Proposal submittal emphasis shall be placed on the Design/Construction Consultant firm's Proposal completeness and clarity of content.

I-13 Responsibilities of Prime Professional Services Contractor (Design/Construction Consultant)

The Prime Professional Services Contractor (Design/Construction Consultant) will be required to assume the primary responsibility for all professional services offered in their Proposal whether or not they possess them within their Design/Construction Consultant firm's organization. Further, the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division will consider the Design/Construction Consultant firm to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the Contract.

DEFINITION OF DESIGN/CONSTRUCTION CONSULTANT: An individual, firm, partnership, corporation, association, or other legal entity who, with their Professional Design Consultants, are permitted by law to provide professional

architecture, engineering, environmental engineering, land surveying, or landscape architecture design services along with construction management and general contracting services in the State of Michigan.

DEFINITION OF PROFESSIONAL DESIGN CONSULTANT: An individual, firm, partnership, corporation, association, or other legal entity who is legally permitted by law to sign and seal final design/build construction Contract Documents and licensed under the State of Michigan's professional licensing and regulation provisions of the Occupational Code (State Licensing Law), Act 299 of the Public Acts of 1980, Article 20, as amended, to practice architecture, geology, engineering, environmental engineering, land surveying, or landscape architecture services in the State of Michigan.

The Professional Design Consultant firm is also legally permitted by the State of Michigan's regulation provisions of the State Construction Code, Act 230 of the Public Acts of 1972, as amended, and designated in a Construction Contract by the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division to recommend construction progress payments to the Construction Contractor.

I-14 Standard Contract Conditions for Professional Design/Construction Consultant Services

The Department's written Notice of Intent to award the Contract to the selected Design/Construction Consultant firm will incorporate the Department's "Sample/Standard Contract Conditions for Professional Services Contracts". See the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division's attached "Sample/Standard Contract Conditions for Professional Design/Construction Consultant Services." Sample/Standard Contract Conditions provided for informational purposes only. Actual Contract text and format may not be identical to the Sample/Standard Contract text and format after the Department's written Notice of Intent to award and the submittal of the Contract to the selected Design/Construction Consultant firm for the Project.

I-15 Proposals

To be considered for this Project, the Design/Construction Consultant firm must submit a complete response to this Request for Proposal. Each Proposal must be submitted with an original and five (5) copies (**6 copies total**) and one (1) valid copy of your current Certificate of Awardability to the Issuing Office/Submittal Point of Contact. No other distribution of the Proposals will be made by the Design/Construction Consultant firm for the Project.

Part I and Part II of the Proposal shall be submitted at the same time. To be considered, Proposals must arrive at the Issuing Office/Submittal Point of Contact on or before 2:00 p.m., local time, on Thursday, 20_. Design/Construction Consultant firms mailing Proposals should allow ample delivery time to ensure the Department's timely receipt of their Proposals. Proposals received after this 2:00 p.m., local time will be returned to the Design/Construction Consultant firm's office unopened.

The outside envelope shall be clearly marked "Proposal: ". Proposals must be signed by an official "Key Principal Personnel/Employee" authorized to bind the Design/Construction Consultant firm to its provisions. **NO FACSIMILES OR E-MAILS OF THE REQUEST FOR PROPOSAL WILL BE ACCEPTED, ONLY THE ORIGINAL DOCUMENTS ARE ACCEPTABLE.**

NOTE: NEW CONSTRUCTION PROJECT PARTIALLY CLOSES STREETS AND AFFECTS PARKING SPACES: Capitol Loop – Downtown Lansing. Due to the new construction work, parking is at a premium in the area of the Stevens T. Mason Building. Also, security measures and the new construction work may affect the delivery time of mail and packages sent via United Parcel Service (UPS), Federal Express (Fed. Ex.), and Airborne Express. If hand-delivering your Proposal, please allow ample time to locate parking and be prepared to sign-in and present requested pictured identification to the security officer on duty in the lobby of the Stevens T. Mason Building in order for your Proposal to arrive at the Issuing Office/Submittal Point of Contact prior to the 2:00 p.m. deadline. It remains the responsibility of the Design/Construction Consultant firm to meet the Department's Request for Proposal stated Thursday, 2:00 p.m. deadline for submitting their Proposal.

SECTION II PROPOSAL FORMAT - PART I – TECHNICAL (Eighty Percent (80%) of Total Score)

(Proposal must be submitted in the format outlined below):

II-I Business Organization

Provide the full name and address of the Design/Construction Consultant firm's organization and, if applicable, the branch office, Professional Design Consultants or other subordinate elements that will provide or assist your Design/Construction Consultant firm in providing the Project scope of work professional services. Indicate whether your Design/Construction Consultant firm operates as an individual, partnership or corporation; if as a corporation, include the State in which you are incorporated. State whether you are a legal entity who is legally permitted by law to sign and seal final design construction Contract Documents and licensed under the State of Michigan's professional licensing and regulation provisions of the Occupational Code (State Licensing Law), Act 299 of the Public Acts of 1980, Article 20, as amended, to practice architecture, engineering, environmental engineering, land surveying, or landscape architecture services in the State of Michigan.

II-2 Statement of the Project Problem Scope of Work and Estimated \$ Budget

Describe in concise terms your understanding of the Project scope of work and your proposed plan for completing the Project scope of work along with your preliminary budget.

II-3 Management Summary and Project Work Plan/Schedule

Describe in narrative form your plan for accomplishing the Department's Project problem scope of work. Describe clearly and concisely each Task required to complete the Project scope of work. Include a detailed PERT-type display, or similar time sequenced-related but undated study, design and construction schedule duration starting after the Design/Construction Consultant firm's written Notice of Intent to award by the Department of Contract, showing the Phase and Task in your work plan. As a guideline, the Design/Construction Consultant firm's work plan must include the provisions shown in the Article 1 - "Phase of Professional Services Which May Be Required" and are described in the attached "Sample/Standard Contract Conditions for Professional Design/Construction Consultant Services."

II-4 Key Principal Personnel and Support Personnel Staff

The Design/Construction Consultant firm must be able to staff a Project Team which possesses the required professional qualifications and all the professional expertise necessary to undertake a Project of this scope and complexity. Include the full payroll signature names of all personnel by classification that will be employed directly or indirectly in the Project scope of the work. Indicate which of these individuals you consider to be "Key Principal Personnel/Employee" for the successful completion of the Project scope of work. Identify "Key Principal Personnel/Employee" by name, position/classification title, and their current hourly direct payroll and hourly billing rate. Resumes of qualifications for "Key Principal Personnel/Employee" must be provided. No substitution of any "Key Principal Personnel/Employee" who is essential for the successful completion of the Project scope of work requirements and identified in the Design/Construction Consultant firm's attached Project Organizational Chart will be allowed by the Design/Construction Consultant firm for this Contract without the prior written consent of the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division's, Project Director. Before any "Key Principal Personnel/Employee" substitution takes place, the Design/Construction Consultant firm shall submit a written request to the Project Director for personnel substitution and this substitution request shall include the following information: (1) A request in writing for a No Cost Contract Modification for this "Key Principal Personnel/Employee" substitution; (2) Detailed written justification for this "Key Principal Personnel/Employee" substitution; (3) The Design/Construction Consultant firm's qualifications of any proposed "Key Principal Personnel/Employee" replacement; and (4) A written statement from the Design/Construction Consultant firm assuring the Department that the Project scope of work will not be adversely affected by this "Key Principal Personnel/Employee" substitution change. This request by the Design/Construction Consultant firm to modify their Professional Services Contract must be approved in writing by the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division's, Project Director and the Director of the Department of Technology, Management and Budget, Facilities & Business Services Administration, on the Department's, Professional Services Contract Modification form (DMB-410).

II-5 Project Organizational Chart

Provide a Project Organizational Chart directly related to the Department's Project problem scope of work outlining authority and communication lines for each "Key Principal Personnel/Employee," support personnel staff and Professional Design Consultant.

II-6 Additional Proposal Information and Comments

Include any additional Proposal information that is believed to be pertinent to the Project Problem scope of work and Budget but not specifically asked for elsewhere in this Request for Proposal.

SECTION III PROPOSAL FORMAT - PART II – COST (Twenty Percent (20%) of Total Score)

III-1 Instructions

Part II - Cost Proposal counts for twenty percent (20%) of your total score and shall carefully interface with all Phases/Tasks of the work plan identified in the Part I - Technical Proposal. Project total cost shall be estimated using the current hourly direct payroll rates of all personnel performing a direct service.

The Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division will reimburse the Design/Construction Consultant firm for the actual cost of printing and reproduction of the Phase 100 - Survey and/or Study, Final Reports, the Final Design Contract Bidding Documents/drawings and specifications and U.S. Mail regular shipping postage and handling of Final Design Contract Bidding Documents, Design Code Compliance and Plan Review Approval Fees by the Department of State Police, Fire Marshal Division and the Department of Labor and Economic Growth, Bureau of Construction Codes and Fire Safety, soil borings, site surveys and any required laboratory testing. No mark-up of these Project costs will be allowed.

All other Project costs, such as Project related travel for Projects **less than** one-hundred (100) miles in each direction from the Design/Construction Consultant firm's Michigan office, indirect labor, phones, miscellaneous reproduction, travel, etc., shall be included in the Design/Construction Consultant firm's hourly billing rate.

If the Project is **more than** one-hundred (100) miles one-way from the Design/Construction Consultant firm's Michigan office, the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division may entertain a proposal to include reimbursable costs for travel mileage to the Project site at the State of Michigan's rates if the Design/Construction Consultant firm can demonstrate a cost savings to the State, if reimbursed for travel mileage in accordance with the current travel rates provided in the State of Michigan's "Schedule of Travel and Meal Reimbursement Rates" versus an adjustment to the Design/Construction Consultant firm's hourly billing rate. If such a situation exists, the Design/Construction Consultant shall include with the proposal an estimated amount reflecting proposed travel costs and a schedule showing proposed frequency of such travel, including detailed itemized back-up documentation indicating how this cost estimate was determined.

The study/design Phase/Tasks shall cumulatively include any contingent services required for subsequent issuing and processing of Bulletins arising from, but not limited to, design errors and/or omissions, code compliance (precipitating either from design code compliance and plan review or on-site/field Inspections), modification of existing structures or systems necessary to achieve the intent of the attached Project/Program Statement scope of work.

The study/design Phase services shall include either by cumulative allowance or by specific Task, the furnishing of all Project data and professional services necessary to legally implement the Project scope of work. This includes but may not be limited to, code reviews and/or design interpretations, Project meetings, presentations, hearings, utility allocations requests, and/or connections, easements, or permits.

Any Contract issued by the Department of Technology, Management and Budget, Facilities & Business Services Administration, Design and Construction Division pursuant to this Request for Proposal (RFP) anticipates that the Design/Construction Consultant firm will provide, but shall not seek compensation for professional services necessary to respond to and resolve the Construction Contractor claims arising wholly or in part from the Design/Construction Consultant firm's study/design errors or omissions or other aspects of the design or for any aspect of the Design/Construction Consultant firm's performance which is inconsistent with the Professional or Construction Contracts. No Task or part thereof may include costs for such efforts.

III-2 Identification of Project Personnel and Estimated \$ Compensation

Compensation to the Design and Construction Consultant for their services shall be on an hourly billing rate basis for professional services rendered by salaried and non-salaried professional, technical and technical support employees performing a direct service for this Project, except for any authorized reimbursable expenses provided for in this Contract. Total compensation for any Phase shall not exceed the fee authorized for that Phase, unless so authorized in

writing by the Department's approved Contract Change Order. Compensation for professional Design and Construction Consultant services and authorized reimbursables shall not exceed the fee authorized in the Phases of the Contract Order or the Contract Change Order signed and issued by the Department to the Design and Construction Consultant.

Other compensation for the Design and Construction Consultant firm shall be determined using the Design and Construction Consultant firm's current hourly billable rate costs for the employees performing a direct service for the Project. Billable rates shall not change during the life of this Contract without written approval by the Department. The Design and Construction Consultant shall provide, but no additional monetary compensation shall be allowed, for the professional services necessary to respond to and resolve all Construction Contractor claims arising wholly or in part from the Design and Construction Consultant firm's Contract Documents/architectural and/or engineering final design/build errors or omissions or other aspects of the Project's study/design or the Design and Construction Consultant firm's performance which is inconsistent with the Design and Construction Consultant or Construction Contract.

III-2.1 Architectural and/or Engineering Design/Build Services

These are the Design and Construction Consultant firm's architectural and/or engineering design/build service staff members who work at or with the Design and Construction Consultant firm's Professional Design Consultant's offices while supporting the Department's Project needs. **These individuals will be invoiced on the basis of their hourly billable rates as shown in the attached Appendix 3 – Design and Construction Consultant Firm's Project Hourly Billing Rate \$ Compensation.**

III-2.2 Construction Services/Trade Labor/Subcontractors

Includes the labor, equipment, material, and supervision required to provide all construction and maintenance work for this design/build Contract. The physical work activities may be performed by a combination of tradesmen or subcontractors selected through a public advertisement or other competitive Bid selection process that is preapproved by the Department. The final selection process shall be performed by the Design and Construction Consultant.

For the physical work activities themselves (includes construction and maintenance), the Design and Construction Consultant will invoice for actual costs incurred, based upon a Not-to-Exceed estimate provided and approved prior to initiation of the work itself for each Project. All Project trade labor work will be invoiced as specified in the attached Appendix 7 – Project Prevailing Wage Trade Labor Rates.

The work for each Project shall be procured through a public advertisement or other competitive Bid selection process approved by the Department. In an emergency situation, this work may be performed on a time-and-materials basis, with the complete knowledge and approval of the Department.

III-2.3 Construction/General Conditions

The cost of these items is directly attributable to each specific Project, as well as the fact that the cost of these items varies greatly depending upon the individual need of each Project, the General Condition items are estimated as part of the Project cost. This estimate shall be regarded as a Not-to-Exceed number, against which only actual Project costs will be charged.

The General Condition material items shall be invoiced to the Department on an actual cost incurred basis. All project labor for approved self-performed work will be invoiced at the actual attached payroll hourly billing compensation rates provided by the Design and Construction Consultant and their Professional Design Consultant firm's and identified and listed in this article.

III-2.4 Construction Services/Management Services

The management effort required to support the design/build, procurement, implementation, and close-out process will also be invoiced to the Department. Project services will include estimating, scheduling, Bid and award, scope of work determination, cost tracking, reporting, etc.

The actual Project costs shall be allocated in the following manner:

1. Hourly billing rates for actual costs, charged either to the Projects, or to a central account, i.e., grounds and maintenance overhead.

The management effort required to deliver these Projects on a Project-to-Project basis will be included as part of the Project Delivery cost on a Not-to-Exceed basis. Only the actual cost of personnel utilized will be charged to the Project on the basis of their hourly billable rates as shown in the attached **Appendix 3 – Design and Construction Consultant Firm’s Project Hourly Billing Rate \$ Compensation**.

III-2.5 Construction Services/Overhead and Profit Flat Fee

All of the cost factors presented above are actual out-of-pockets expenses to the Design and Construction Consultant to directly perform the work. In order to compensate the Design and Construction Consultant and their Professional Design Consultant for indirect overhead and profit, the Design and Construction Consultant requests that a flat fee percentage be applied to all actual costs identified in Articles 2.2 and 2.3.

The Design and Construction Consultant firm’s Overhead and Profit flat fee will be ____ **percent (%)** to furnish all of the above professional design/build construction services identified in Articles 2.1 through 2.5.

III-2.6 Employee Hourly Billable Rates

The employee hourly billable rates and ranges shall be as shown in the attached **Appendix 3 – Design and Construction Consultant Firm’s Project Hourly Billing Rate \$ Compensation**. Any employee associated with this Project who performs the professional services of a subordinate or of a position classification having a lower classification/pay range shall be accounted and paid for at the lower hourly billing pay rate. The hourly billing rate charge of any employee may be changed by the Design and Construction Consultant firm with a written and Department approved Contract Modification during the life of this Contract to account for normal personnel pay increases.

The Design and Construction Consultant and their Professional Design Consultant shall provide only one (1) Key Principal (Chief Executive Officer) Personnel from each design discipline to contribute direct services to this Project.

III-2.7 Hourly Billing Rates

Hourly billing rates will include all direct and indirect monetary costs to the State for the Design and Construction Consultant firm's services under this Contract other than the authorized and approved reimbursements (See Appendix 13). Hourly billing rates shall be based on the Design and Construction Consultant firm’s documented historical operating expenses and adjusted for Project specific costs. In no case shall this documentation period include more than eighteen (18) months prior to the date of award of this Contract. The Design and Construction Consultant firm’s use of providing different hourly billing rates for different Phases is not allowed. No personnel hourly billing rate may be increased during the life of this Contract without a Contract Modification approved by the Department in writing to account for normal personnel pay increases.

Hourly billing rates include, but are not limited to: Overhead items such as employee fringe benefits, vacations, sick leave, insurance, taxes, pension funds, retirement plans, meals, lodging, and all Project related travel expenses for Projects **less than** one-hundred (100) miles in each direction from the Design and Construction Consultant firm’s Michigan office. The cost of all telephone-related services computer costs/operating costs and time, and all reproduction services (except final design Contract Bidding Documents/final design drawings and specifications) and where specifically authorized elsewhere in this Contract, the reproduction of final design Contract Documents for legislative presentation. The hourly billing rate also includes, all reproduction costs for study/design interpretations, study/design clarifications and Bulletins related to the Design and Construction Consultant firm’s Phase 500 - Final Design Contract Documents study/design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, study/design interpretations, or construction on-site/field Inspections), and similar, or avoidable costs shall be accounted as part of the Design and Construction Consultant firm’s calculated hourly billing rates. All postage, mail or other shipping or delivery services, acquisition, bad debts, previous business losses, employment fees, depreciation and operating costs for equipment, including computer design and/or computer drafting systems, and any specialized testing equipment are to be included. The hourly billing rate shall include, without exception, secretarial, typing/word processing, editing, and clerical services utilized in any way for the Project as well as other nontechnical and/or overhead employees. All other direct or indirect monetary costs, including that of processing the costs of the Design and Construction Consultant firm’s Consultant's, and reimbursable expense items shall be included. The hourly billing rate also includes all profit without regard to its form or distribution. Project related travel for Projects **more than** one-hundred (100) miles in each direction from the Design and Construction Consultant firm’s Michigan office shall be treated as an authorized reimbursable expense at the State of Michigan’s current travel rates (See Article 2.9 text of this Contract).

The Design and Construction Consultant firm's calculated hourly billing rates, include, but are not limited to: Any costs associated with litigation and settlements for the professional, or other liability suits, out-of-state offices and associated travel, bonuses, profit sharing, premium/overtime costs, public relations, entertainment, business promotion, contributions, and various speculative allowances.

All hourly billing rates must be substantiated in writing and accompanied with records justifying each Design and Construction Consultant firm's calculated hourly billing rates.

The hourly billing rates for the Design and Construction Consultant may not be applied to the work of the Design and Construction Consultant firm's Consultant's. Each Consultant must submit a separate hourly billing rate with proper documentation for the Consultant services they will provide. The hourly billing rates of the respective Design and Construction Consultant firm's Consultant shall be used for that Consultant firm's personnel only. No mark-up may be applied by the Design and Construction Consultant to their Consultant's firm's hourly billing rate(s) charges. **The Design and Construction Consultant firm's Consultant services shall be billed as an authorized reimbursable expense item at a direct cost.**

All Project reproduction costs for study/design clarifications and Bulletins dealing with the Design and Construction Consultant firm's Phase 500 - Final Design Contract Documents study/design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, study/design interpretations, or construction on-site/field Inspections, or avoidable costs shall be accounted as part of the Design and Construction Consultant firm's calculated hourly billing rates.

III-2.8 Range Of Employee Hourly Billing Rates

The Design and Construction Consultant shall identify the engineering discipline service being provided and include the Design and Construction Consultant firm's Consultant's technical employee(s) full payroll signature names and position classifications for the Project and their current hourly billing rates at the beginning of the Project. Also, provide the technical employee(s) anticipated hourly billing rates at the end of the Project based on the Design and Construction Consultant firm's estimated schedule duration. This range of current and anticipated hourly billing rates shall reflect the actual monetary costs currently being paid to all of the Design and Construction Consultant firm's Consultant's technical employees for the professional services within their specified position classification, and shall include any anticipated pay increases over the life of the Design and Construction Consultant firm's Consultant's estimated Contract schedule. The range of hourly billing rates for any employee position or classification may not be changed without a Contract Modification approved by the Department in writing. No mark-up of the Design and Construction Consultant firm's Consultant's hourly billing rates will be allowed.

III-2.9 Design Build/Direct Cost Reimbursement Items

The Design and Construction Consultant firm's Consultant services shall be treated as an authorized reimbursable expense item at a direct cost. Reimbursement of authorized expense items at direct cost is intended only as a means to compensate the Design and Construction Consultant for their direct costs. The Design and Construction Consultant shall be responsible for: (1) The selection of the supplier of their professional services or materials; (2) The coordination, adequacy and application of their professional services, whether provided by the Design and Construction Consultant firm's staff or provided by their Consultant; and (3) Any Project costs that exceed the Contract per Phase reimbursement Budget.

All Project reproduction costs for the Design and Construction Consultant firm's Phase 500 - Final Design Contract Documents study/design interpretations, design clarifications and Bulletins dealing with the Design and Construction Consultant firm's Contract Documents final study/design errors or omissions, construction code compliance (precipitating either from design code compliance and plan review, study/design interpretations, or construction on-site/field Inspections), or avoidable costs shall be accounted as part of the Design and Construction Consultant firm's calculated hourly billing rates. Unless authorized elsewhere in this Contract, direct cost reimbursements expense items shall be limited to: Printing and reproduction of the Phase 100 - Study Final Reports, the Phase 500 - Final Design Contract Bidding Documents/drawings and specifications and the United States (U.S.) Mail regular shipping postage and handling of final design Contract Bidding Documents, Design Code Compliance and Plan Review Approval Fees by the Department of State Police, Fire Marshal Division and the Department of Energy, Labor and Economic Growth, Bureau of Construction Codes, Plan Review Division documents for legislative presentation, artistic productions, mobilization of testing equipment, laboratory costs for testing samples, per-linear-foot cost of soil borings and specialized inspections of the structural, mechanical, electrical, chemical or other essential components of the Project. Where reproduction of final design Contract Bidding Documents is by the Design and Construction Consultant, reimbursement shall be

limited to the cost of materials only. In addition, the authorized reimbursement includes the number of final design Contract Bidding Documents and Addendums that are required to supply all prospective qualified construction Bidders.

The Design and Construction Consultant firm's hourly billing rate (See Appendix 13) does not include and the Department of Technology, Management and Budget, Facilities Administration, Design and Construction Division will pay the Design and Construction Consultant for (under Appendix 8 – Reimbursable Tests and \$ Expenses) travel mileage costs for State of Michigan Projects **more than** one-hundred (100) miles in each direction from the Design and Construction Consultant firm's Michigan office if the Design and Construction Consultant firm can demonstrate a cost savings to the State, if reimbursed for travel mileage in accordance with the current travel rates provided in the State of Michigan's, "Schedule of Travel and Meal Reimbursement Rates" versus an adjustment to the Design and Construction Consultant firm's calculated hourly billing rates. Compensation to the Design and Construction Consultant firm for Project related travel when authorized by the Department, will be in the attached Appendix 8 – Reimbursable Tests and \$ Expenses text and will be limited and reimbursed by the Department in accordance with the current travel rates provided in the State of Michigan's "Schedule of Travel and Meal Reimbursement Rates."

Compensation for Department directed changes to the original Department's approved and attached Appendix 1 - Project/Program Statement scope of work requirements or modifications to the Project scope of work required by the Department will be provided to the Design and Construction Consultant firm by a Contract Modification and/or Contract Change Order signed by the Department and the Design and Construction Consultant.

The authorized reimbursable services, tests, and expenses for this Contract shall be as shown in the attached Appendix 8.

Design and Construction Consultant Firm:

Project/Construction Management Services

Position/ Classification	Individual	Hourly \$ Range Billing Rate From – To	Total Hours	Total \$ Cost
			_____	_____
				\$

(See Attached Appendix 3 – Design and Construction Consultant Firm's Project Hourly Billing Rate \$ Compensation for the Actual Position/Classifications and the Anticipated Hourly Billing Rate \$ Compensation Range for this Contract.)

*Key Principal Personnel/Employee

Professional Design Consultant Firm:

Civil, Architectural, Structural, Mechanical and Electrical Engineering Design Services

Position/ Classification	Individual	Hourly \$ Range Billing Rate From – To	Total Hours	Total \$ Cost
			_____	_____
				\$

(See Attached Appendix 3 – Design and Construction Consultant Firm's Project Hourly Billing Rate \$ Compensation for the Actual Position/Classifications and the Anticipated Hourly Billing Rate \$ Compensation Range for this Contract.)

*Key Principal Personnel/Employee

Consultant Firm: As Selected ~ Printing and Reproduction of the Phase 100 - Study
City, State Final Reports and the Final Design/Build Bidding Documents
Drawings and Specifications

SAMPLE

The Design and Construction Consultant firm's lump sum fee for professional design/build construction consultant services described in Article 1 shall not exceed the following amounts per Project Phase unless authorized by a Contract Change Order signed by the Department and the Design and Construction Consultant.

<u>PROJECT PHASE</u>	<u>ESTIMATED HOURS</u>	<u>SUBTOTAL AMOUNTS</u>	<u>TOTAL COMPENSATION</u>
1. Project Management Services		\$	\$
a. Authorized Reimbursables			\$ _____ \$
2. Design Services		\$	\$
a. Authorized Reimbursables			\$ _____ \$
Project Management and Design Services Subtotal			\$
3. Construction Services			
a. Per attached Appendix 1 – Project/Program Statement as prioritized by DTMB within total budget			\$
b. General Conditions (included in budget)			\$ _____
TOTAL CONSTRUCTION COST			\$
4. Design/Construction Consultant Services (D/CCS) Fee Equals (<u> </u> %) percent of Construction Cost		\$	\$ _____
TOTAL PROJECT CONTRACT AMOUNT			\$ _____

1. Printing and Reproduction of the Phase 100 - Survey and/or Study, Final Reports.
2. Printing and Reproduction of the Final Design Contract Bidding Documents, Drawings and Specifications.
3. Design Code Compliance and Plan Review Approval Fees of the Final Design Contract Documents by the Department of State Police, Fire Marshal Division and the Department of Labor and Economic Growth, Bureau of Construction Codes and Fire Safety.
- 4.* Travel mileage costs for State of Michigan Projects **more than** one-hundred (100) miles in each direction from the Design/Construction Consultant firm's Michigan office if the Design/Construction Consultant firm can demonstrate a cost savings to the State, if reimbursed for travel mileage in accordance with the current travel rates provided in the State of Michigan's "Schedule of Travel and Meal Reimbursement Rates" versus an adjustment to the Design/Construction Consultant firm's hourly billing rate.



**DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration**

**Certification Regarding
Debarment, Suspension, and Other Responsibility Matters**

The prospective participant certifies to the best of its knowledge and belief that, within the past three (3) years, the vendor, an officer of the vendor, or an owner of a 25% or greater interest in the vendor:

- (a) Has not been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with the State of Michigan or any of its agencies, authorities, boards, commissions, or departments.
- (b) Has not been convicted of a criminal offense which negatively reflects on the vendor’s business integrity, including but not limited to, embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, negligent misrepresentation, price-fixing, bid-rigging, or a violation of state or federal anti-trust statutes.
- (c) Has not had a loss or suspension of a license or the right to do business or practice a profession, the loss or suspension of which indicates dishonesty, a lack of integrity, or a failure or refusal to perform in accordance with the ethical standards of the business or profession in question.
- (d) Has not been convicted of a criminal offense or other violation of other state or federal law, as determined by a court of competent jurisdiction or an administrative proceeding, which in the opinion of DMB indicates that the vendor is unable to perform responsibly or which reflects a lack of integrity that could negatively impact or reflect upon the State of Michigan, including but not limited to, any of the following offenses under or violations of:
 - i. The Natural Resources and Environmental Protection Act, 1994 PA 451, MCL 324.101 to 324.90106.
 - ii. A persistent and knowing violation of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - iii. 1965 PA 166, MCL 408.551 to 408.558 (law relating to prevailing wages on state projects) and a finding that the vendor failed to pay the wages and/or fringe benefits due within the time period required.
 - iv. Repeated or flagrant violations of 1978 PA 390 MCL 408.471 to 408.490 (law relating to payment of wages and fringe benefits).
 - v. A willful or persistent violation of the Michigan Occupational Health and Safety Act, 1974, PA 154, MCL 408.10001 to 408.1094, including: a criminal conviction, repeated willful violations that are final orders, repeated violations that are final orders, and failure to abate notices that are final orders.
 - vi. A violation of federal or state civil rights, equal rights, or non-discrimination laws, rules, or regulations.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award and may be grounds for debarment.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative Date

I am unable to certify to the above statements. My explanation is attached.



DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET
Facilities and Business Services Administration, Design & Construction Division

PROFESSIONAL/CONTRACTOR DEMOGRAPHICS,
STATISTICS AND CERTIFICATION

- 1. Company Name:
2. Company Address:
3. Principal Place of Business (zip code):
4. Year of Establishment

Woman, Minority, or Veteran Owned Small
Business Representation
(For Statistical Use Only)

DEFINITIONS:

'Woman-owned business,' means a small business that is at least 51% owned by a woman or women who are US
citizens and who control and operate the business.

The vendor represents that it IS, IS NOT a woman-owned small business.

'Minority-owned business,' means a small business that is at least 51% owned by a minority or minorities who are
US citizens and who control and operate the business.

The vendor represents that it IS, IS NOT a minority-owned small business.

African American Arab American Asian American Hispanic
American Indian Eskimo

'Qualified Disabled Veteran,' means a business entity that is 51% or more owned by one or more veterans with a
service-connected disability.

'Qualified Disabled,' means a business entity that is 51% or more owned by one or more with a service-connected
disability.

The vendor represents that it IS, IS NOT qualified disabled.

'Veteran-owned business,' means a small business that is at least 51% owned by a veteran or veterans who are U.S.
citizens and who control and operate the business.

The vendor represents that it IS, IS NOT a veteran-owned small business.

The contractor represents and warrants that the company meets the above (when checked) and can provide
supportive documentation upon request.

Authorized Agent Name (print or type)

Authorized Agent Signature

Fraudulent Certification as a Qualified Disabled Veteran is subject to debarment under MCL 18.264.



Certification of a Michigan Based Business
(Information Required Prior to Contract Award for Application
of State Preference/Reciprocity Provisions)

DEFINITION: To qualify as a Michigan business, vendor must have during the 12 months immediately preceding this bid deadline, or if the business is newly established, for the period the business has been in existence, it has (check all that apply):

Bidder shall also indicate one of the following:

- Bidder qualifies as a Michigan business (provide zip code: _____)
- Filed a Michigan single business tax return showing a portion or all of the income tax base allocated or apportioned to the State of Michigan pursuant to the Michigan Single Business Tax Act, 1975 PA 228, MCL ~~208.145~~; or
- Filed a Michigan income tax return showing income generated in or attributed to the State of Michigan; or
- Withheld Michigan income tax from compensation paid to the bidder's owners and remitted the tax to the Department of Treasury; or

I certify that **I have personal knowledge** of such filing or withholding, that it was more than a nominal filing for the purpose of gaining the status of a Michigan business, and that it indicates a significant business presence in the state, considering the size of the business and the nature of its activities.

I authorize the Michigan Department of Treasury to verify that the business has or has not met the criteria for a Michigan business indicated above and to disclose the verifying information to the procuring agency.

- Bidder does not qualify as a Michigan business (provide name of State: _____).
- Principal place of business is outside the State of Michigan, however service/commodity provided by a location within the State of Michigan (provide zip code: _____).

Authorized Agent Name (print or type)

Authorized Agent Signature

Fraudulent Certification as a Michigan business is prohibited by MCL 18.1268 § 268. A BUSINESS THAT PURPOSELY OR WILLFULLY SUBMITS A FALSE CERTIFICATION THAT IT IS A MICHIGAN BUSINESS OR FALSELY INDICATES THE STATE IN WHICH IT HAS ITS PRINCIPLE PLACE OF BUSINESS IS GUILTY OF A FELONY, PUNISHABLE BY A FINE OF NOT LESS THAN \$25,000 and subject to debarment under MCL 18.264.