

NOTICE

Thank you for your inquiry regarding the Kalamazoo County Consolidated Dispatch Authority project listed below:

Architect Services

If your firm plans to bid on this project, please send an e-mail response to johnsonj@portagemi.gov with the following information:

Firm Name: _____

Project Name: _____

Firm's Contact Person: _____

Telephone Number: _____

Fax Number: _____

E-Mail Address: _____

Postal Address: _____

The City of Portage Purchasing Division will use this information to communicate with you in the event an addendum or change to this project is issued. If you do not send this information to the City of Portage, you will not receive any follow-up notification of any changes to the project.

Issued: July 19, 2016

**REQUEST FOR PROPOSALS
PROFESSIONAL SERVICES**

**Architectural Services
Kalamazoo County Consolidated Dispatch Authority
Kalamazoo, Michigan**

The Kalamazoo County Consolidated Dispatch Authority (KCCDA) invites interested Firms to submit information regarding their experience, qualifications, and fees for providing Architectural Services to provide architecture and design services for the purpose of evaluating the cost effectiveness to redevelop an existing building into an Emergency Communication Center and Public Safety Answer Point for the recently created Kalamazoo County Consolidated Dispatch Authority of Kalamazoo, Michigan. The information submitted, including experience, qualifications, fee schedule, and information requested as part of this Request for Proposal will be reviewed for the purpose of selecting the successful firm. The Authority shall consider proposals for hourly rates. The contract shall not exceed \$20,000 for Phase I of the project. The proposal submitted should cover any and all expenses related to the project.

The KCCDA reserves the right to reject any proposals or parts of proposals. The KCCDA also reserves the right to waive any irregularities, inconsistencies, negotiate or take additional appropriate action as determined by the KCCDA to be in the best interest of the KCCDA.

A complete Request for Proposal may be viewed or downloaded at www.portagemi.com, or will be mailed by contacting the City of Portage Purchasing Department at (269) 324-2984.

Questions regarding the scope of work to be accomplished may be directed to Jeff Troyer, Executive Director, KCCDA, at (269) 718-2195. Questions pertaining to the selection process, insurance requirements, or other procedural requirements should be directed to City of Portage, Michigan - Purchasing Department at (269) 324-9284. Proposals may be mailed or delivered to the City of Portage Purchasing Division, 7900 South Westnedge Avenue, Portage, Michigan 49002. Sealed envelopes should be plainly marked:

REQUEST FOR PROPOSAL: Architectural Services KCCDA

FOR OPENING: 3:30 p.m., August 3, 2016

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The Kalamazoo County Consolidated Dispatch Authority shall administer the RFP Process

1. INSTRUCTIONS FOR PROPOSAL SUBMISSION

1.1 Examination of Request for Proposal Documents

Before submitting a proposal, the Firm shall carefully examine the specifications and shall fully inform themselves as to all existing conditions and limitations and shall indicate in the proposal the sum to cover the cost of all items included on the proposal form.

1.2 Withdrawal of Proposals

1.2.1 Any Firm may withdraw its proposal, either personally, by facsimile or by letter, at any time prior to the scheduled closing time for receipt of proposals.

1.2.2 Each proposal shall be considered binding and in effect for a period ninety (90) days after the closing date.

1.3 Opening of Proposals

1.3.1 Proposals will be opened and evaluated as soon as practical after the closing date and time set forth in the cover page.

1.4 Proposal Form

1.4.1 Whenever forms are provided, each proposal shall be made on the form provided and shall be submitted in a sealed envelope bearing the title of work and the name of the Firm, and shall be signed by an individual authorized to execute the proposal on behalf of the Firm. The requested extra copies must be submitted with the original proposal.

1.4.2 Modifications: Alternate written proposals submitted may be considered; however, final determination as to suitability and compliance with specifications of the KCCDA will lie with the KCCDA. It is recommended that if an alternate proposal is to be suggested that the Firm provide both a proposal that meets all specifications and any alternate proposals. In this way the Firm can have its alternate considered, but if the alternate is not acceptable, the KCCDA reserves the right to reject the proposal.

1.4.3 Delivery of Proposals: Proposals shall be delivered by the time and to the place stipulated in the Request for Proposals. It is the sole responsibility of the Firm to see that its proposal is received in the proper time. Any proposals received after the closing date and time will be returned unopened.

1.5 Non-Discrimination

1.5.1 Upon submission of a proposal, the Firm agrees that it will comply with the Federal Civil Rights Act of 1964 as amended; the Federal Civil Rights Act of 1991 as amended; the Americans With Disabilities Act of 1990 as amended; the Elliott-Larsen Civil Rights Act, Article 2, Act No. 453, Public Act of 1976 as amended; the Michigan Handicapper's Civil Rights Act, Article 2, Act No. 220; Public Act of 1976, as amended and all other applicable Federal, State and Local laws and regulations. The Firm shall be an equal opportunity employer and prohibit discrimination in matters of recruitment, employment, training, promotion, wages, or discipline based on race, color, sex, age, religion, national origin, height, weight, marital status, familial status, veteran status, citizenship, handicap/disability, gender identity, sexual orientation, genetic information, or as otherwise in accordance with all Federal or State law, or local regulations.. Breach of this covenant may be regarded as a material breach of the contract or purchase agreement and may be processed as provided under the State of Michigan laws.

1.6 Firm's Insurance

Proof of Insurance Coverage: The successful firm will also be required to furnish to the KCCDA, at the time that the contracts are returned by the Contractor for execution, a Certificate of Insurance as well as any required endorsements. In lieu of required endorsements a copy of the policy sections where coverage is provided for additional insured and cancellation notice would be acceptable. Copies or certified copies of all policies mentioned below shall be furnished, if so requested.

If any of the coverages listed below expire during the term of this contract, the Contractor shall deliver renewal certificates and endorsements to the KCCDA at least ten (10) days prior to the expiration date.

All insurers shall be either licensed or authorized to do business in the State of Michigan.

- A. Workers compensation insurance, including employer's liability, under the Workers Compensation Statutes of the State of Michigan.
- B. Comprehensive General Liability Policy of at least \$1,000,000/occurrence for personal injury and property damage.
- C. Comprehensive Automobile Liability Policy of at least \$1,000,000 for bodily injury and property damage on any automobile.
- D. Professional Liability Coverage (errors and omissions) covering an actual or alleged error, statement, act, omission, neglect or breach of official duty, including misfeasance, malfeasance, and non-feasance - at least \$1,000,000/occurrence.

If an “occurrence” policy is unavailable for the professional liability coverage, please include a statement from your insurance agent or broker indicating non-availability of the occurrence form. Under these circumstances, a “claims made” form will be considered if written in the requested amount

Additional Insured: These coverages shall protect the Kalamazoo County Consolidated Dispatch Authority. The firm’s insurance policy shall be primary for the additional insured, and not excess over any policy held by the additional insured. The certificate of insurance must contain the following statement:

THE CITY OF PORTAGE AND KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY, ALL ELECTED AND APPOINTED OFFICIALS, ALL EMPLOYEES AND VOLUNTEERS, ALL BOARDS, COMMISSION, AND/OR AUTHORITIES AND BOARD MEMBERS, INCLUDING EMPLOYEES AND VOLUNTEERS THEREOF (except for Workers Compensation).

Cancellation Notice: All policies, as described above, shall include an endorsement stating it is understood and agreed that thirty (30) days Advanced Written Notice of Cancellation, Non-Renewal, Reduction, and/or Material Change of the policy, and Ten (10) days written notice for non-payment of premium, shall be sent to the City of Portage Purchasing Manager, 7900 S. Westnedge Avenue, Portage, MI 49002.

Subcontractor Insurance: It shall be the firm’s responsibility to provide similar insurance for each subcontractor, or to provide evidence that each subcontractor carries his own insurance in like amounts, prior to the time such subcontractor proceeds to perform under the contract.

1.7 Indemnification

To the fullest extent permitted by Laws and Regulations, the Firm, at its sole cost and expense, shall indemnify and hold harmless the KCCDA and its officers, directors, employees, agents and consultants (hereinafter referred to as “Indemnified Parties”) from and against all claims, costs, losses and damages (including, but not limited to all fees and charges of professionals and all court or arbitration or other dispute resolution costs) caused by, arising out of or resulting from the performance of the Services or from the failure to comply with any covenant or term of the contract, provided that any such claim, cost, loss or damage: (i) is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom or (ii) is caused in whole or in part by any act or omission of the Firm, its agents, officers, contractors, subcontractors, employees, invitees, suppliers or any other person or entity, directly or indirectly employed by any of them to perform or furnish any of the Services or anyone for whose acts any of them may be liable. Provided, however, that the Firm shall not be required to indemnify the Indemnified Party for injury, death, loss or damage caused by the sole negligence of any Indemnified Party. If such injury or damage is caused in whole or in part by the acts or omissions of the Indemnified

Parties, then the indemnification obligation shall be reduced in proportion to the Indemnified Party's percentage of responsibility for such injury or damage.

In any and all claims against the KCCDA or any consultants, agents, officers, directors or employees of the KCCDA by any employee (or the survivor or personal representative of such employee) of the Firm, any Subcontractor, any Supplier, any person or organization directly or indirectly employed by any of them to perform or furnish any of the Services, or anyone for whose acts any of them may be liable, the indemnification obligation above shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Firm or any such Subcontractor, Supplier or other person or organization under workers' compensation Acts, disability benefit Acts or other employee benefit Acts.

Insurance coverage required by the contractor constitutes the minimum requirements and those requirements shall in no way lessen or limit the liability of the Firm under the terms of the contract.

1.8 Representations

In order to ensure consistent and correct information, prospective firms shall submit all questions and requests for clarification in writing to KCCDA's Executive Director Jeff Troyer, via email at jtroyer@kccda911.org. The KCCDA reserves the right to modify, alter or change the scope, size or other aspects of this project at any time.

1.9 Proposal Timeline

Below are planned dates of actions related to the request for proposal. The final recommendation and award date will be determined based upon whether KCCDA conducts in-person interviews.

Event	Date
July 19, 2016	Release of Request for Proposal
August 3, 2016, 3:30 p.m.	Proposal Deadline
August 4-August 9, 2016	Review of Proposals and Selection of Firm

1.10 Responsive Proposals

Proposals shall not exceed a maximum of twenty pages; not including the cover letter and table of contents (each page side with information will be counted). Please number all pages except the cover letter and table of contents. Interested firms shall submit ***one (1) original and eight (8) copies of the bid.***

Proposal content shall include:

A. Cover Letter

A cover letter stating your interest in this project and signed by the person who will have contract authority over this project. Provide an overview of the key

areas of the Proposal and summarize the proposer's position as to why the firm should be selected. This same person must sign and submit Attachment B.

B. Company Background/Related Services

Description of your firm, including location(s) of office(s) and person responsible for contracting services. Include an organizational chart of your firm showing the working relationship of the management structure.

C. Experience / Project Team

Describe experience completing most recent and similar work for other public safety and communications entities, including dates, locations and brief description of each project. Also, include short biographies of key staff that would be assigned to this project.

D. References

Complete at least THREE (3) Reference Forms (Attachment A). Preferably, references directly related to public safety agencies/entities.

E. Cost Worksheet

Complete and include the Cost Worksheet (Attachment B).

1.11 Award Criteria

Submittals will be evaluated by KCCDA's Executive Director and Finance Committee in accordance with KCCDA Fiscal Policy 01.04 – Procurement (Attachment C). The KCCDA reserves the right to reject any or all bids and/or waive any minor irregularities or qualifications that the KCCDA determines to be in the best interest of the KCCDA.

Please note that evaluation & selection of the firm is intended to be completed based upon the hourly rates identified in the bid, the team's experience, and the firm's references.

The firms found most qualified may be short-listed and asked to make an in-person presentation(s). The KCCDA reserves the option to conduct interviews or to reject any/all bids received. This means the KCCDA may select the firm solely based on the submittals or after interviews. The KCCDA will select the firm at its discretion found to be best suited to provide the necessary services in the most cost effective manner.

If selected for interview, the presentation shall be provided by the Primary Project Architect for this project.

1.12 KCCDA and City of Portage Affiliation

The KCCDA shall be the sole and final decision-maker with regard to all aspects of the interview process, the type and weight given to any award criteria.

The City of Portage is only acting as KCCDA's agent in an administrative capacity regarding the preparation of an RFP. The City will not have any contractual or legal relationship with any Firm submitting a proposal.

2 SCOPE OF THE PROJECT

2.1 Purpose and Background

The Kalamazoo Consolidated Dispatch Authority (KCCDA) was created on October 30, 2014 and includes the City of Kalamazoo, the City of Portage, the County of Kalamazoo, the Charter Township of Kalamazoo, and Western Michigan University.

The KCCDA was formed with the intent of each entity within Kalamazoo County to merge its public safety dispatch operations into a county-wide Consolidated Dispatch Operation. On January 19, 1988, the Kalamazoo County Board of Commissioners adopted a 9-1-1 Service Plan for the County of Kalamazoo under the authority of Act 32 of the Public Acts of the State of Michigan of 1986, as amended (MCL 484.1101 et seq.), commonly referred to as the Emergency Telephone Service Enabling Act. The 9-1-1 Service Plan involves five (5) Public Safety Answering Points (PSAPs) consisting of the County of Kalamazoo, the City of Kalamazoo, the City of Portage, the Charter Township of Kalamazoo, and Western Michigan University for the purpose of receiving 9-1-1 calls and dispatching public safety response services as appropriate.

The KCCDA is an efficient and non-duplicative way of providing cost effective and efficient response to public safety emergency services, including the dispatch of emergency police, fire, and medical services within Kalamazoo County. The KCCDA is charged with the responsibility of ultimately operating a central communications system for participating Local Governmental Units and the County and other supporting agencies or entities as determined by the Governing Board of Directors.

The KCCDA is inviting qualified architectural firms and their teams (herein referred to as Architect or Firm) to submit a bid for consideration to provide architecture and design services for the purpose of evaluating the cost effectiveness to redevelop an existing building approximately 12,000 square feet into an Emergency Communications Center and Public Safety Answering Point (PSAP).

2.2 General Scope

The goal is to provide KCCDA with the infrastructure to house and provide primary public safety answering and emergency communications services for all of Kalamazoo County for the next 25 years. A PSAP facility is a complex structure that has many requirements. The integral components of the operation must have a hardened exterior, internal and external security, and the interior carefully planned to house the various technical, operational, and administrative components.

Due to the complexity of 9-1-1 service and recognition that this will be an “essential facility” (Michigan building code Risk Category IV), experience in space and planning of public safety facilities is vital criterion for selection.

KCCDA desires to have a facility designed with energy efficiency and cost effective alternative energy systems in mind. LEED goals for site development and facilities are welcome though not compulsory. In addition, this facility must support a healthy environment for its occupants and visitors. The successful firm must be able to demonstrate that they have the capability of achieving these goals.

The KCCDA Executive Director is KCCDA’s representative and project manager. To insure consistency in this selection process, the Executive Director is also the point of contact for any and all communications as it relates to this RFP.

2.3 Project Scope

This project will consist of PHASE I with an option for KCCDA to negotiate separate contractual terms with the same firm for services identified as PHASE II. This is at the sole discretion of KCCDA. *At this time, firms are only asked to submit a quote for Phase I of this Scope of Work.* Firms are requested to submit hourly rates for the work to be performed. The total project cost shall not exceed \$19,999.99.

A. PHASE I – Cost Analysis for Redevelopment of Existing Building

The selected firm shall be retained on an hourly basis to assist the Executive Director to evaluate the cost effectiveness to redevelop an existing building into an Emergency Communications Center and Public Safety Answering Point. This shall include but may not be limited to the following items:

1. The firm shall collect information from the KCCDA Executive Director as it relates to desirable and minimum required spatial needs, redundant mechanical systems, and all other attributes that may influence design and/or cost.
2. At the request of KCCDA, the firm shall review and analyze the structural integrity of an existing building/facility and provide an estimated construction cost based on KCCDA’s needs.
3. At the request of KCCDA, the firm shall complete conceptual schematic drawings of the sites/buildings being considered for redevelopment.
4. At the request of KCCDA, the firm shall attend various Committee and Board of Directors meetings to discuss information and recommendations.

B. PHASE II (optional) – Final Design, Detailed Drawings, and Construction This phase of the project is optional at the sole discretion of KCCDA. If KCCDA chooses to pursue PHASE II, KCCDA and the firm shall negotiate a separate contractual agreement for these services. Services to be provided will consist of:

1. Further development of one or more sites/building options, with the goal of achieving consensus of a final design.

2. The firm shall identify final estimated construction costs/constraints based upon the criteria developed and the final design.
3. The firm shall provide all detailed working drawings and specifications for bidding, construction, and construction observation services.
4. At the request of KCCDA, the firm shall attend various Committee and Board of Directors meetings to discuss information and recommendations.

The selected firm shall be responsible for planning and other required services identified to complete the project contained herein. One team member from the firm shall be identified as the Primary Project Architect under the negotiated terms with the KCCDA.

Additional requirements may be added as mutually agreed upon by both parties.

All firms shall ensure compliance with all laws, rules, codes, ordinances, and licensing requirements that are applicable to the conduct of its business, including those of federal, State, and local agencies having jurisdiction and authority

3 MISCELLANEOUS

3.1 Extra Services

During the period of this contract there may be occasions when extra services are required which is not part of this contract. Rates for any expense items related to extra services shall also be indicated on Cost Summary Sheet (i.e., copy/duplication, telephone calls, lodging, mileage, etc.). The hourly rates provided shall be inclusive of all labor, overhead, and profit. Costs for services provided in these situations will be negotiated at the time of each occurrence and will be based on the rates quoted. Any such work must have pre-approval of the City contract administrator. The KCCDA will not be responsible for additional invoices for work or materials that did not have written pre-approval from KCCDA.

3.2 Status of Firm

The Firm and its employees at all times shall be considered as independent contractors and not as KCCDA employees. In delivering services, the Firm shall exercise all supervisory control and general control over all day-to-day operations, including control over all workers' duties, payment of all wages to its employees, and the right to hire, fire, and discipline all employees. As an independent contractor, payment to the Firm under this contract shall not be subject to any withholding for tax, social security, or other purposes, nor shall the Firm or employees of the Firm be entitled to any KCCDA/Kalamazoo County fringe benefit programs.

3.3 Time and Progress

It is understood and agreed that TIME IS OF THE ESSENCE in respect to the work contemplated hereunder, and the Firm agrees to do the work covered by the contract in conformity within a reasonable time frame which will be mutually established and agreed upon by the KCCDA Firm. Firm agrees to prosecute all work with all due diligence, so as to complete any work required under the contract within the shortest reasonable period of time.

The KCCDA will evaluate the proposals, in part, based upon the Firm’s stated ability to meet the following proposed timeline:

<u>Event</u>	<u>Date</u>
Contract Award for Phase I.....	August 11, 2016
Scope of Work “A” – Phase I Begins	August 15, 2016
August 15-November 4, 2016.....	Phase I – Items #1 and #2
November 7 – December 9, 2016	Phase I – Items #3 and #4
December 12, 2017-January 11, 2017	Contract Negotiations for Phase II
January 12, 2017	Contract Award for Phase II
January 16-March 10, 2017	Phase II –Items #1 and #2
March 13, 2017 – January 12, 2018.....	Phase II – Items #3 and #4

3.4 Employees of the Firm

The Firm shall at all times be responsible for the conduct and discipline of its employees and/or any subcontractor or persons employed by the Firm. All workers must have sufficient knowledge, skill, and experience to properly perform the work assigned to them. Any worker employed by the Firm, who in the opinion of the KCCDA’s Contract Administrator, does not perform work in a skilled manner, or acts in a disorderly or intemperate manner, or engages in sexual harassment or other forms of inappropriate behavior as defined by the KCCDA’s Contract Administrator, shall, at the written request of the KCCDA’s Contract Administrator, be removed immediately from the project and shall not be utilized again in any portion of the work without approval of the KCCDA’s Contract Administrator.

3.5 Laws and Municipal Ordinances

The Firm shall keep fully informed of all laws and regulations in any manner affecting those engaged or employed in the work, or the equipment and materials used in the work, and all orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. The Firm shall at all times observe and comply with all such existing laws, codes, ordinances, regulations, orders, and decrees. In particular, all work shall be in compliance with the Laws of the State of Michigan, County Ordinances, as well as all other bodies having jurisdictional authority.

3.6 KCCDA Contract Administrator

The Chairman of the KCCDA or his designated representative shall be the KCCDA Contract Administrator. The KCCDA Contract Administrator will approve payments, oversee schedules, and generally be responsible for overseeing the execution of the contract.

3.7 Supervision by Firm

The Firm will supervise and direct the work of its employees. The Firm will be solely responsible for the means, methods, techniques, sequences, and procedures of the professional services performed. The Firm will appoint a Project Lead who shall have been designated in writing by the Firm at the time the Request for Proposal is submitted. The Project Lead shall have fully authority to act on behalf of the Firm and all communications given to the Project Lead shall be as binding as if given to the Firm. The Project Lead shall be present to the extent necessary so as to perform adequate supervision and coordination of the work.

3.9 Billing and Payment

The Firm shall present a monthly invoice, billing for services rendered. The billing shall be at the contracted price. The billing shall contain, if applicable, adjustments for additions, deletions, or changes in service. The KCCDA will not pay any interest penalties for late payments.

3.12 Assignability

The Firm agrees that the work proposed shall be accomplished by the Firm. The Firm agrees that any work under the contract to be assigned to another firm, and/or subcontractor shall be done only with the prior approval of the KCCDA Contract Administrator.

3.13 Termination for Convenience

This Contract may be terminated by the KCCDA upon not less than 15 days written notice to the Firm. In the event of termination not the fault of the Firm, the Firm shall be compensated for services performed to date, in accordance with the terms of the Contract. Termination not the fault of the Firm shall not give rise to any claim against the KCCDA for damages or for compensation in addition to that provided under this Contract. Such pay so made to the Firm shall be in full settlement for services rendered pursuant to this Contract.

3.14 Termination for Default

The KCCDA may, by written notice to the Firm, terminate the right to proceed as to the whole or any part of the contract; (1) if the Firm fails to perform the services within the time specified or any extension thereof, (2) so fails to make progress as to endanger performance of the contract in accordance with its terms, or (3) the Firm fails to adequately perform any other provisions of the contract. The Firm shall not be subject to this provision if failure to perform the contract arises out of any cause beyond its control and without any fault or negligence by the Firm or subcontractors.

3.15 Contract

The selected firm shall be “retained” by KCCDA under the terms of this RFQ to provide the services identified in Section IV – Scope of Work (Phase I) at the negotiated hourly rate mutually agreed upon by both parties. The firm shall submit bi-weekly invoices to KCCDA with a detail of the billable hours being invoiced.

3.16 Limitations

This RFQ does not commit the KCCDA to a contract or to pay any costs incurred in the preparation for a response to this RFQ. There is no obligation on the part of the KCCDA to select and award any submitted response or to any firm or individual submitting a response. No work is guaranteed under this RFQ.

3.17 Public Record

Firms are advised that all responses are deemed a public record and open to public scrutiny after they have been received by the KCCDA.

3.18 Conflict of Interest

All firms must disclose any potential conflict of interest with KCCDA employees or any of its Board of Directors.

3.19 Ownership of Bids

All materials submitted in response to this request shall become the property of the KCCDA and may become a part of any resulting contract. Award or rejection does not affect this right.

3.20 Release of Claims

Under no circumstances shall the KCCDA be responsible for any bid preparation expenses, submission costs or any other expenses, costs or damages of whatever nature incurred as the result of a respondent’s participation in this RFQ process. The respondent understands and agrees that it submits its bid at its own risk and expense and releases the KCCDA from any claims or damages or other liability arising out of the RFQ and award process.

3.21 Infringement Indemnification

- a. The firm warrants that information received in completing Phase I of this Scope of work will not infringe on any third party’s right of publicity or privacy.
- b. The firm warrants that site(s) analysis shall not infringe on the intellectual property rights of any third party.

- c. The firm agrees to defend, indemnify, and hold the KCCDA harmless for any and all damages, changes, losses, and expenses (including reasonable attorney fees and costs) for any claim arising out of the breach of this section, provided that the indemnifying party receives timely notice of such claims and controls all litigation and settlements.

ATTACHMENT A

REFERENCE WORKSHEET

Please fill out this form completely and be as detailed as possible. Use a separate form for each reference listed. Submit a minimum of three references.

Project Name

Primary Contact

Name: _____

Address: _____

Telephone Number: _____

Email: _____

Description of Project

I hereby state that I have the authority to submit this proposal which will become a binding contract if accepted by the KCCDA. I further state that I have not communicated with nor otherwise colluded with any other person or Firm, nor have I made any agreement with nor offered or accepted anything of value from an Official or employee of the KCCDA that would tend to destroy or hinder free competition.

No contract is created until it is executed by all parties.

I hereby state that I have read, understand, and agree to be bound by all terms of this Request for Proposal Document.

Signed: _____ Name: _____

Title: _____ Date: _____

Firm Name: _____

Address: _____

Telephone: _____

E-Mail Address: _____

ATTACHMENT C
Fiscal Policies and Processes

KALAMAZOO COUNTY CONSOLIDATED DISPATCH AUTHORITY
Fiscal Policies and Processes

Policy 1.04

PROCUREMENT

PURPOSE

The purpose of this Policy is to provide for the fair and equitable treatment of all persons involved in public purchasing by Kalamazoo County Consolidated Dispatch Authority (KCCDA), to maximize the purchasing value of public funds in procurement, and to provide safeguards for maintaining a procurement system of quality and integrity.

POLICY

All purchasing shall be executed in a manner consistent with the intent to promote maximum competition among suppliers, to assure the greatest economy consistent with quality requirements, and to avoid any appearance of impropriety, favoritism or conflict of interest on the part of responsible officials or employees. This policy shall be interpreted to accomplish these objectives.

APPLICATION

This Policy applies to contracts for the procurement of services, equipment/software, and construction, entered into by KCCDA after the effective date of this Policy. When the procurement involves the expenditure of Federal or State assistance or contracts, the procurement shall be conducted in accordance with any mandatory applicable Federal or State law and regulation. This Policy shall not prevent any public agency from complying with the terms and conditions of any grant, gift, or bequest that is otherwise consistent with law.

PURCHASES \$2,500 or LESS – Can be obtained without a purchase order.

PURCHASES OVER \$2,500 – Shall be on a purchase order, issued by the purchasing agent.

PURCHASES FROM \$2,500 to \$19,999.99 – Shall be by competition. Purchasing agent is required to obtain at least three separate quotes: phone/written/email quotes.

PURCHASES \$20,000.00 and HIGHER – shall be by formal Invitation for Bid, Request for Proposal or negotiations.

This policy shall not apply to:

1. Procurement contracts between KCCDA and non-profit organizations, other government entities or other public entities.

2. Procurement of dues and memberships in trade and professional organizations; advertising; subscriptions for periodicals, abstracts, and insurance.
3. Procurement of waste removal services, water, sewer, electrical, gas and other utilities for KCCDA facilities for contracts not exceeding seven (7) years in length. The Executive Director or his/her designee is authorized to negotiate and sign all such agreements.
4. Procurements under State purchasing programs such as MIDEAL or other government approved cooperative purchasing programs.

ADMINISTRATION

All purchasing shall be the responsibility of the Executive Director. With approval from the Board of Directors, the Executive Director may delegate purchasing authority to staff under the direct supervision of him/her.

PUBLIC ACCESS TO PROCUREMENT INFORMATION

Procurement information shall be a public record to the extent provided in the provisions of Public Act No. 446 of 1976 known as the "Freedom of Information Act" and shall be available to the public as provided in such statute.

SOURCE SELECTION AND CONTRACT FORMATION

- A. Local Small Business & Minority/Women Owned Business Enterprise Preference
 1. All factors being equal and to the extent authorized by law, KCCDA shall prefer supplies and contractors located in Kalamazoo County or utilizing labor from Kalamazoo County in the award of contracts.
 2. Minority/women-owned business enterprises are encouraged to bid. KCCDA will ensure in every possible way that minority and women-owned and small business firms shall have every opportunity to participate in providing materials and services to KCCDA without being discriminated against on the grounds of race, religion, sex, age or national origin.
 3. The Contractor shall be an equal opportunity employer and prohibit discrimination in matters of recruitment, employment, training, promotion, wages, or discipline based on race, color, sex, age, religion, national origin, height, weight, marital status, familial status, veteran status, citizenship, handicap/disability, gender identity, sexual orientation, genetic information, or as otherwise in accordance with all Federal or State law, or local regulations.
- B. Employment of Local Labor
 1. All factors being equal and to the extent authorized by law, KCCDA shall prefer the use of local labor when awarding any new construction contract in excess of two hundred and fifty thousand dollars (\$250,000). New construction is defined as; the creation of a new facility or the addition, expansion, or extension of an existing facility that adds to the building's overall gross square footage. Prior to

the award of the contract, successful bidders will be required to provide a written statement concerning their plans to hire responsible contractors from the labor supply residing in Kalamazoo County.

2. Subcontractors not including suppliers of materials shall be covered by the same provisions as are applicable to the prime contractor. This policy shall not be applicable when there is conflict with State or Federal regulations.

C. Competitive Procurement Limits

1. All contracts of the KCCDA shall be awarded by competitive sealed bidding when estimated costs of the contemplated purchase exceed \$20,000, unless specifically waived by the Board of Directors.
2. Any contract not exceeding \$20,000 shall be made in accordance with the small purchase procedure authorized in this section unless specifically waived by the Board of Directors. Contract requirements shall not be artificially divided so as to constitute a small purchase under this section.
3. To the extent practical for small purchases in excess of \$2,500, a Purchase Order is required and no less than three suppliers shall be solicited to submit quotations. Award shall be made by the Purchasing Department to the supplier offering the lowest acceptable quotation. The names of the suppliers submitting quotations, the date, and the amount of each quotation, shall be recorded and maintained as a public record by KCCDA.
4. The Executive Director shall develop operational procedures designed for efficiency in making small purchases of \$2,500 or less. Such operational procedures shall make an attempt to obtain adequate and reasonable competition for the supply, service, or construction being purchased.

SOLE SOURCE PROCUREMENT

A contract may be awarded without competition when the Executive Director or designee determines, after conducting a good faith review of available sources, that there is only one source for the required supply, service, or construction item. The Executive Director or designee shall conduct negotiations, as appropriate, as to price, delivery, and terms.

The Executive Director is responsible for making all sole-source determinations and in doing so, at least one of the following circumstances must exist:

- A. The item is only available from a single source;
- B. After solicitation of a number of sources, competition is determined inadequate;
- C. There are patented or proprietary rights that fully demonstrate:
 1. A patented feature providing a superior utility not obtainable from similar products; or

2. A product/service available from only one prime source, and not merchandised through wholesalers, jobbers, or retailers where the elements of competition could be encouraged.

D. The item is an associated capital maintenance item that is procured directly from the original manufacturer or supplier as the only available source for such an item

EMERGENCY PROCUREMENT

Notwithstanding any other provisions of this Policy, the Executive Director or designee may make or authorize others to make the emergency procurement of supplies, services, or construction items when there exists a threat to public health, welfare, or safety; provided that such emergency procurement does not exceed \$10,000 and it shall be made with such competition as is practicable under the circumstances. A written determination of the basis for the emergency and for the selection of the particular supplier shall be included in the contract file. As soon as practicable, a record of each emergency procurement shall be made available to the Board of Directors.

COOPERATIVE PURCHASING

The purpose of cooperative purchasing is to seek lower prices through combined requirements and larger volume and reduce duplications of work done in such areas as preparing specifications, solicitation of bids and award of contracts. Subject to state law, KCCDA may participate in, sponsor, conduct, or administer a cooperative agreement for procurement with the State of Michigan (MiDeal), and other government procurement units for the cooperative use of goods and services under the terms agreed upon between the parties.

CANCELLATION OF INVITATION FOR BIDS OR REQUEST FOR PROPOSALS

An Invitation for Bid, a Request for Proposal, or other formal solicitations may be canceled, or any or all bids or proposals may be rejected in whole or in part as may be specified in the solicitation, when it is for good cause and in the best interest of KCCDA. The reasons therefore shall be made part of the contract file. Each solicitation issued by KCCDA shall state that the solicitation may be canceled and that any bid or proposal may be rejected in whole or in part for good cause when in the best interest of the KCCDA. Notice of cancellation shall be sent to all suppliers solicited. The notice shall identify the solicitation, explain the reason for cancellation and, where appropriate, explain that an opportunity will be given to compete on any re-solicitation or any future procurement of similar items. Reasons for rejection shall be provided upon request by unsuccessful bidders.

DEBARMENT OR SUSPENSION

After reasonable notice to the person involved and reasonable opportunity for that person to be heard, the Executive Director or designee, after consulting with the KCCDA's Legal Counsel, is authorized to debar a person for cause from consideration for award of

contracts. The debarment shall be for a period of not more than three years. After consultation with KCCDA Legal Counsel, the Executive Director or designee is authorized to suspend a person from consideration for award of contracts if there is probable cause to believe that the person has engaged in any activity which might lead to debarment.

APPEALS AND REMEDIES

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract may protest to the KCCDA Board of Directors. Protestors are urged to seek resolution of their complaints initially with the Administrator or designee. A protest with respect to an Invitation for Bid or Request for Proposal shall be submitted in writing prior to the opening of bids or proposals, unless the aggrieved person did not know and should not have known of the facts giving rise to such protest prior to bid opening or the closing date for proposals. The protest shall be submitted within seven (7) calendar days after such aggrieved person knows or should have known of the facts giving rise thereto.

ETHICS IN PUBLIC CONTRACTING

A. Employee Conflict of Interest

It shall be unethical for any KCCDA employee, official or member of a KCCDA committee to participate directly or indirectly in a procurement contract when the KCCDA employee knows that:

1. The KCCDA employee, official or committee member or any member of their immediate families has a financial interest pertaining to the procurement contract; or
2. Any other person, business, or organization with whom the KCCDA employee, official or committee member or any member of their immediate families is negotiating or has an arrangement concerning prospective employment is involved in the procurement contract.

B. Gratuities and Kickbacks

1. It shall be unethical for any person to offer, give, or agree to give any KCCDA employee, or for any KCCDA employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal.
2. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or any person associated therewith, as an inducement for the award of a subcontract or order.

C. Sanctions

The Executive Director may impose sanctions on a KCCDA employee for violations of the ethical standards in this Article up to and including termination of employment.

