

REQUEST FOR QUALIFICATIONS / REQUEST FOR PROPOSALS
FOR
BRIDGING ARCHITECTURAL SERVICES
FOR THE
PUBLIC SAFETY CENTER EXPANSION
MODESTO, CALIFORNIA



Issue Date: May 30, 2012
Proposal Due Date: June 28, 2012
No Later Than: 2:00 p.m.

Stanislaus County Capital Projects
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REQUEST FOR QUALIFICATIONS / REQUEST FOR PROPOSALS

SECTION 1. INTRODUCTION

1.1 Background

The County of Stanislaus (“**County**”) is seeking highly qualified Architectural Firm(s) (“**Architectural Firm**”) to serve as the County’s Bridging Architect(s) to prepare Bridging Documents for the County’s Jail Expansion projects at its Public Safety Center in Modesto, California (the “**Projects**”). The County intends to use a design-build approach.

The County has received a conditional award of \$80 Million from the State of California in the second phase of the Public Safety and Offender Rehabilitation Services Act of 2007 (Assembly Bill/AB 900 Phase II) for the expansion of the County’s Jail system. The award is “conditional” in that the award is predicated, at a minimum, on the requirements that:

- 1) The County’s Project be approved by the CSA at various stages throughout planning and construction,
- 2) The County’s Project receives appropriate review and approvals through the State capital outlay process;
- 3) The County enters into the State/County agreements as required; and,
- 4) Lease-revenue bonds are sold for each selected Project. The lease-revenue bonds provide the necessary long-term financing mechanism to repay all state interim financing for the selected jail construction projects up to that point.

Counties that receive notice of a conditional award for financing are responsible for: site acquisition (if necessary); environmental determinations/mitigation measures; design; construction; staffing; operation; repair; and ongoing maintenance of the Projects in accordance with applicable laws, regulations, and any terms and conditions in the State/County agreements. Some, but not all, of these costs may be included as part of the County’s contribution requirement. Counties have the performance obligation to successfully complete the construction project (i.e., proposed scope including number of beds to be added; within agreed upon timelines; built to code and standards; and within budget). Counties are also responsible to staff and operate the Projects within 90 days after construction completion.

Counties must construct the jail facility to enable conformance with the operational, fire and life safety, and physical plant standards contained in Titles 15 and 24, California Code of Regulations (CCR).

In addition to the conditional award of \$80 Million from the State of California in the second phase of the Public Safety and Offender Rehabilitation Services Act of 2007 (Assembly Bill/AB 900 Phase II), the County has set aside \$20 million in Public Facility Funds for the expansion of the County’s jail system and for related support functions. The County’s Project funded through the County’s Public Facility Fees will be directed by the Stanislaus County Board of Supervisors.

1.2 Brief Description Of The County's Jail Expansion Projects:

The Crout and Sida Criminal Justice Consultants / Rosser International, Inc. team was selected by Stanislaus County to develop a pre-architectural and operational program for the expansion of the Public Safety Center in Modesto, California. The County's stated objectives included the following:

- Develop a detailed pre-architectural facility program based upon the approved Needs Assessment prepared by TRG Consulting.
- Conduct an operational analysis of the program, and develop a planning concept to include staff analysis, security and safety considerations, and other pertinent functional considerations.
- Develop a cost estimate and schedule.
- Explore alternatives and recommend new facilities for housing Return to Custody (RTC) prisoners compliant with the state of California Corrections Standards Authority's Construction or Expansion of County Jails RFP.
- Develop a set of recommendations to present to the Board of Supervisors regarding project delivery systems, project budgets and implementation schedule.

The programming was the first step in a process leading to expansion of the existing Public Safety Center ("Master Plan") to include additional housing and support components. This Master Plan, when completed, will provide functionality, security, and safety enhancements to accommodate both the need for additional beds and the need for additional capacity for housing special needs and higher security inmates. The architectural and operational program will guide the development of the future design and construction of such a Master Plan.

In particular, the program reflects the space requirements necessary to enhance or provide new accommodation for the following Components:

- Facility Administration
- Security Administration and Central Control
- Lobby and Visiting
- Staff Support
- Housing Expansion
- Intake/Release/Transportation including Inmate Property Storage
- Health Services and Sheltered Housing
- Programs / Day Reporting Facility
- Program Services
- Warehouse / Storage
- Video Visitation

1.3 Request For Qualifications/Proposals Is Separated Into Three Projects.

The County's Jail Expansion Project is being financed through multiple funding sources. For this reason, and in order to include as many architectural proposers as possible in the Jail Expansion Project, the County has separated the Master Jail Expansion Project into **three Projects**.

- **Project One**, the largest of the three projects, will include two 192-bed maximum security housing units, one 72-bed medical housing unit, health services, and security administration, and will be funded in part by Assembly Bill/AB 900 Phase II and in part by County funds.
- **Project Two** will be the Programs / Day Reporting Facility and will also be funded in part by Assembly Bill/AB 900 Phase II and in part by County funds.
- **Project Three** will include various support facilities and will be funded entirely by the County through money set aside from Public Facility Fees.

The County is issuing a single Request for Qualifications and Proposals for all three Projects within the Jail Expansion Project. Bridging Architects may propose for any combination of the three projects. Bridging Architects must clearly mark on their proposals whether they are proposing for **Project One**,

Project Two, Project Three, or any combination of the three Projects. The County will select the most qualified firm for each project.

1.4 Project One Of The Jail Expansion Project:

Project One of the Jail Expansion Project will consist of the components most necessary to provide a safe, secure environment for today's Jail population. The following is an overview of those components:

- Two 192-Bed Maximum Security Housing Units
- One 72-Bed Medical/Mental Health Housing Unit
- Health Services Space
- Security Administration Space
- Central Control Space
- Video Visitation for Inmates

The Cost of Construction for Project One must be less than \$70.5 million (\$70,500,000 dollars) including loose furniture, design fees, and design and construction contingencies.

1.5 Project Two of the Jail Expansion Project:

Project Two of the Jail Expansion Project will consist of the Programs / Day Reporting Facility. The Cost of Construction of Project Two must be less than \$4.5 million (\$4,500,000 dollars) including loose furniture, design fees, and design and construction contingencies.

1.6 Project Three of the Jail Expansion Project:

Project Three of the Jail Expansion Project will consist of other facilities necessary to support the Expanded Public Safety Center. The following is a list of those facilities:

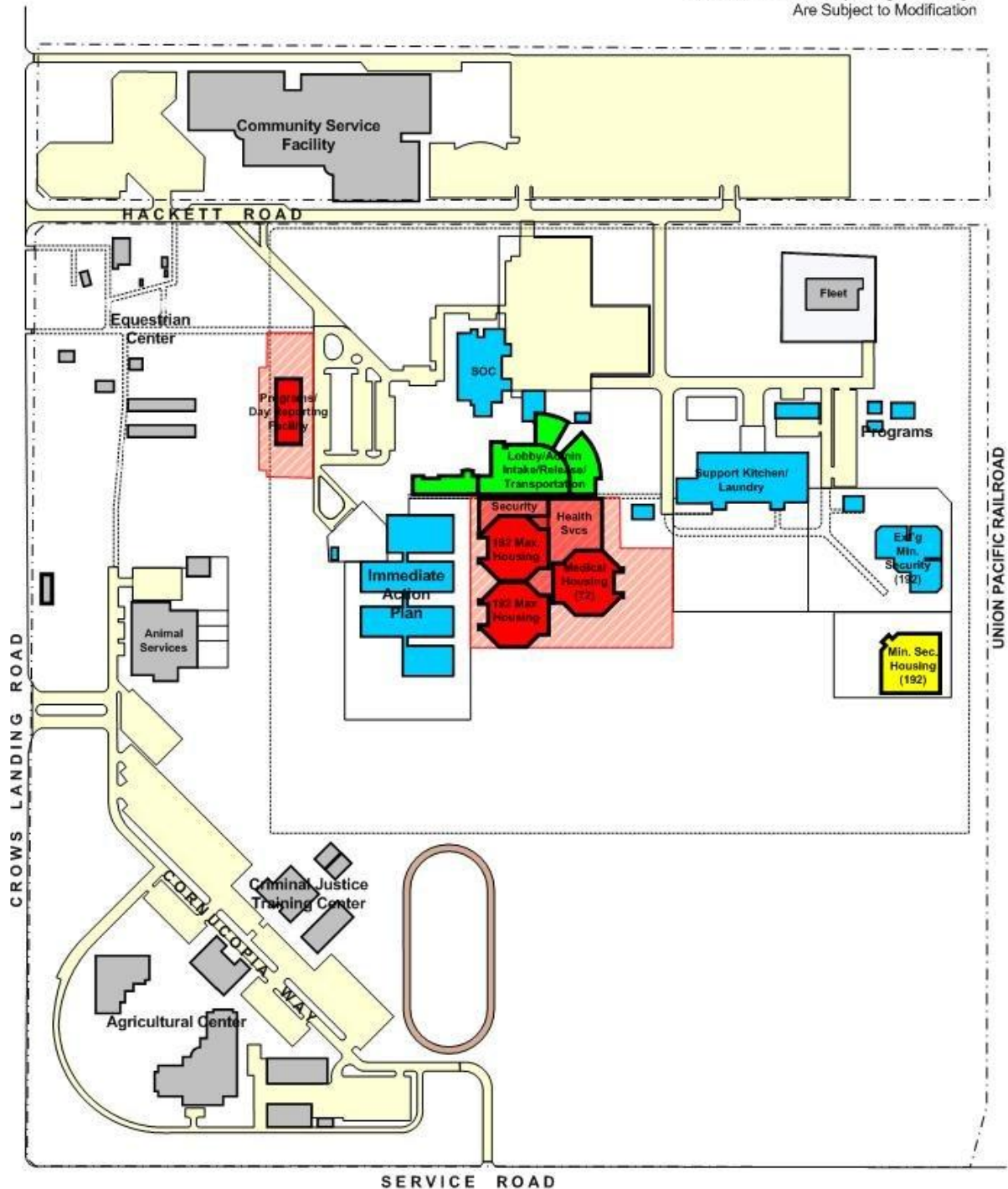
- Facility Administration
- Lobby
- Staff Support
- Intake/Release/Transportation including Inmate Property Storage

The Cost of Construction of Project Three must be less than \$20 million (\$20,000,000) dollars including loose furniture, design fees, and design and construction contingencies.

Following is a conceptual sketch of all three projects sited at the Public Safety Center.

Stanislaus County Public Safety Center Public Safety Center Master Plan (2011)

CONCEPTUAL: Facility Siting and Design
Are Subject to Modification



- | | |
|---------------------------------------|--|
| Existing Buildings | Proposed Honor Farm Replacement (192-Bed Medium Security Unit) |
| Existing PSC Jail & Sheriff Buildings | Proposed AB 900 Phase II Project |
| | Proposed AB 900 Lease-Revenue Bond Property |
| | Proposed Public Facilities Fees-funded Project |



1.7 Inquiries and Requests for Additional Information

All written inquiries and requests for additional information pertaining to this RFQ, any Addendum, or any matter relating to Bridging Architect selection process, must, unless otherwise identified in an Addendum, be directed to the following designated Senior Construction Manager:

Don Phemister
Email: Phemisd@stancounty.com
Telephone: (209) 525-4380
Facsimile: (209) 525-4384

A complete RFQ/RFP package may be obtained from the Capital projects offices by phone, fax or email.

1.8 Definitions of Terms

This section contains definitions that are used throughout this RFQ/RFP, including appropriate abbreviations as indicated.

“Addendum/Addenda” is any and all amendments to this RFQ/RFP and any and all responses to written questions regarding this RFQ/RFP issued by County in a written format and incorporated by reference into this RFQ/RFP.

“Board” is the County’s Board of Supervisors.

“California Department of Correction and Rehabilitation” or “CDCR” is a department of the State of California.

“Corrections Standards Authority” or “CSA” is a department of the State of California.

“Construction Manager” is an individual to whom the Project Manager may assign responsibilities to oversee this RFQ/RFP.

“County” is the County of Stanislaus.

“Consultant” or “Bridging Architect” is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that is a potential Respondent to this RFQ/RFP.

“Distribution List” is the list of interested parties to be used for the distribution of any and all Addenda prepared by County.

“Professional Services Agreement” or “PSA” is the Professional Services Agreement, including Appendices, initially in form attached hereto as Exhibit D, to be executed by County and the Selected Bridging Architect.

“Project Manager” is any person authorized by the County to manage or administer the RFQ/RFP process and to whom all communications, both written and oral, shall be directed during the RFQ/RFP issuance, evaluation and selection process.

“Project” is the Public Safety Center Jail Expansion project, more particularly described in Section 1.3 above.

“Proposal” is a written response to this RFQ, including all exhibits, supplementary materials, and attachments thereto, pursuant to the requirements set forth in this RFQ.

“Request for Qualifications/Proposals” or “RFQ/RFP” is any and all documents comprising this RFQ/RFP package, including those documents and attachments hereto and any and all

Addendum/Addenda which County may issue.

“Respondent” is an individual, firm, partnership, corporation, consortium, joint venture, or other entity that chooses to submit a Proposal in response to this RFQ/RFP.

“Selected Bridging Architect” is a Respondent selected and approved by the Board to execute a Professional Services Agreement for one of the three Projects.

“Services” are the work, services, equipment and materials to be furnished by Bridging Architect under the Professional Services Agreement.

1.9 Schedule

County anticipates following the following schedule for certain activities in relation to this RFQ/RFP.

<u>Action</u>	<u>Responsibility</u>	<u>Date</u>
Issuance of RFQ	County	May 30, 2012
Mandatory Pre-Proposal Conference	Potential Respondents	June 12, 2012
Submittal of Written Questions Deadline	Potential Respondents	June 19, 2012
Addendum response to Distribution List/RFQ amendments	County	June 25, 2012
Proposals Due	Potential Respondents	June 28, 2012
Short List Notification	County	July 10, 2012
Interviews	County	July 18, 19, 25, 26 August 8, 9, 2012
Respondent recommendation	County	September 12, 2012
Selected Respondent approval	Board	September 25, 2012
Commencement of Services Under PSA	County/Selected Consultant	October 8, 2012

County reserves the right to modify this schedule at any time at its sole discretion.

2. PROJECT AND SCOPE OF SERVICES

The Projects will be located at the County’s Public Safety Center at 200 E. Hackett Road in Modesto, California, on property owned by the County of Stanislaus. The County has received a conditional award of \$80 Million from the State of California in the second phase of the Public Safety and Offender Rehabilitation Services Act of 2007 (Assembly Bill/AB 900 Phase II) for the expansion of the County’s Jail system. The County will provide matching funds of at least 10% of the total Project cost. In addition to the conditional award of \$80 Million from the State of California in the second phase of the Public Safety and Offender Rehabilitation Services Act of 2007 (Assembly Bill/AB 900 Phase II), the County has set aside \$20 million in Public Facility Funds for the expansion of the County’s Jail system.

A copy of the AB 900 Phase II, Construction or Expansion of County Jails, Request for Application, issued October 7, 2011 by the State of California, the County’s Application, issued January 10, 2012, and

copies of the final programs developed by Crout & Sida Criminal Justice Consultants in association with Rosser International, Inc. are available on the County's website at www.stancounty.com/capitalprojects.

2.1 The Project Description is contained in Exhibit A. Payment Terms for Bridging Architects are contained in Exhibit B. The Draft Project Schedule is contained in Exhibit C. The Draft Form of Project Professional Services Agreement is contained in Exhibit D. The Acceptance of Form of Professional Services Agreement is contained in Exhibit E. The Acknowledgement of Receipt of RFQ/RFP Form is contained in Exhibit F. The Proposal organization Checklist is contained in Exhibit G. The Proposal Authorization is contained in Exhibit H.

2.2 If the County exercises its option to enter into a contract agreement with a Respondent for bridging architectural services, the successful Bridging Architect will be expected to perform architectural functions including, but not limited to:

2.2.1 PROGRAM VERIFICATION PHASE The Bridging Architect will review the County's Program, budget, and time table and will confirm in writing that the project can be designed and constructed for the budget and within the time allowed.

2.2.1.1 The Bridging Architect will review the Program prepared by Crout and Sida and the elements of the program selected by the County and included in its application,

2.2.1.2 The Bridging Architect will review and confirm the accuracy of the project budget prepared by the County and included in its application.

2.2.1.3 The Bridging Architect will review and confirm the feasibility of Timetable prepared by the County and included in its application to the State.

2.2.2 PREPARE BRIDGING DOCUMENTS. The Bridging Architectural team will prepare the design criteria, performance specifications and other project-specific material sufficient to provide the basis for competitive procurement as authorized in California Public Contract Code Section 20133.

2.2.3 FURTHER DEVELOPMENT AND OVERSIGHT OF PROGRAM. The Bridging Architect will develop project objectives and estimates; prepare preliminary designs, design criteria, outline and in some cases detail specifications, schematic and Bridging level drawings; assist in establishment of schedules, milestone dates, and phasing plans; review special conditions to the design-build construction package submitted to Respondents; and assist in evaluating the competing design-build proposals.

2.2.4 GATHER AND VERIFY PROJECT AND SITE INFORMATION. The Bridging Architect will examine the existing site to coordinate the design. The Bridging Architect will include cost for any survey work needed to document the existing site.

2.2.5 BUDGET. The Bridging Architect will correlate the program and design to the Project budget. The Bridging Architect will confirm in writing that they agree the Project can be achieved within budget.

2.2.6 PROJECT SCHEDULE. The Bridging Architect and the Project Manager shall jointly develop the Project Schedule.

2.2.7 DESIGN PHASE. Based on the County's program and budget requirements, the Bridging Architect will prepare Bridging Documents. If the Bridging Documents and budget are approved, the Bridging Architect will assist the County in taking and evaluating bids from Design Build Teams. The Bridging Documents shall be of sufficient detail to show design intent, to correlate the program to new facilities, and to allow Design-Build Contractors to prepare a bid. In addition, the Bridging Documents shall specify the exact or minimum amount of usable floor areas required, and the environmental conditions (power, light, heating, cooling, ventilation, etc.)

required in each programmed space; and, as appropriate, specific design directives and design configuration in specific programmed spaces and more detailed design in specific spaces.

The Bridging Design Phase shall include as a minimum:

- a. Attend a one day value engineering session.
- b. Prepare a site plan to include grading, utilities, entrance drives, parking, utilities, emergency power and security electronics.
- c. Prepare floor plans including space assignments, sizes and locations of installed, fixed and moveable equipment and labeling of net and gross areas for the various parts of the project.
- d. Large scale layouts of various systems.
- e. Prepare layout and design criteria for movement of inmates.
- f. Preliminary specifications describing performance, size, character, and quality as to structural, mechanical, and electrical systems.
- g. A tabulation of floor area, and a comparison to the space program.
- h. Design criteria for architectural, structural, mechanical, and electrical systems to clearly show the characteristics and quality of environment and control desired.
- i. For **Project One**, also prepare:
 - 1) Layout and design criteria for emergency power system.
 - 2) Layout and design criteria for security electronics system, including layout of Central Controls.
 - 3) Layout and design criteria of Medical / Mental Health

2.2.8 MEETINGS. Weekly the County, Project Manager, Bridging Architect, and other parties shall meet to review and discuss progress, problems, and activities planned for the next interval.

2.2.9 COST. The Bridging Architect will prepare a statement of probable construction cost based on the Schematic and Bridging documents and other available data, and will compare it to the program budget. If the statement of probable construction cost exceeds the budget, the Bridging Architect will re-design the project at their own expense. The statement of probable construction cost must not exceed the budget.

2.2.10 COUNTY APPROVAL. The complete drawings, specifications, probable cost estimate, and other documents will be presented to the County for written approval at the end of the design phase. The Bridging Architect may also be required to obtain initial approvals from the Stanislaus County Fire, code compliance reviewers, and/or other County departments.

2.2.11 Prepare one draft for review, and one final proposable set of bridging plans and performance specifications.

2.2.12 Provide a schedule of the Bridging Architect's work.

2.2.13 Revise design as necessary.

2.2.14 Attend meetings as appropriate.

2.2.15 All work shall comply with applicable laws, regulations and building codes, including, where applicable, laws requiring the payment of prevailing wages as set forth in Labor Code Section 1770, et seq.

Notwithstanding the foregoing, the County may, in its sole discretion, elect to utilize the design-bid-build project delivery methodology instead of the design-build methodology, and ask Consultant to serve as the County's Architect of Record. In such case, the County shall provide Consultant with a proposed revised Scope of Services whereby Consultant shall serve as the Architect of Record and perform such other services customarily provided by similar architects on similar projects which the County may, in its sole discretion, request. Consultant shall negotiate in good faith appropriate amendments to the Professional Services Agreement to reflect resulting changes to the Services, Consultant's compensation, etc.

SECTION 3. PROFESSIONAL SERVICES AGREEMENT AND RELATED MATTERS

This RFQ/RFP and attached form of Professional Services Agreement define the County's basic requirements and serve as the basis for submittal of all proposals in response to this RFQ/RFP.

3.1 Professional Services Agreement

County will expect the Selected Respondent to execute the attached form of Professional Services Agreement, with only such changes as County may approve in its sole discretion. Respondents are expected to indicate any objections or requested changes to the form in their proposals.

Each Respondent shall sign the Acceptance of Form of Professional Services Agreement ("**Acceptance**") in the form attached hereto as Exhibit E. Any requested modifications to the form of Professional Services Agreement must be indicated by checking the appropriate box in Exhibit E and attaching the addendum referenced therein clearly identifying Respondent's proposed modifications. Respondents' proposed modifications to the form of Professional Services Agreement must be made in a "Strikeout" or "Underline" format.

3.2 County's Right to Amend

County reserves the right to make such modifications or additions to the form of Professional Services Agreement attached as Exhibit D to this RFQ/RFP, as County may elect in its sole discretion prior to **September 25, 2012**, and thereafter as otherwise permitted by the Professional Services Agreement. Otherwise, County reserves the right to make modifications or additions with the mutual consent of the Selected Respondent.

3.3 Selected Respondent's Refusal to Execute

If the Selected Respondent refuses to execute the form of Professional Services Agreement in substantially the form attached as Exhibit D to this RFQ/RFP, as modified by its Proposal, County may begin negotiations with the Respondent whose Proposal is determined to be the best alternative Proposal, determine that no such alternative exists or exercise any other available right.

SECTION 4. PROPOSAL PRE-SUBMITTAL INSTRUCTIONS

To submit questions and receive answers to questions in a timely manner and to be placed on the Distribution List for any and all Addendum/Addenda issued by County, potential Respondents must follow guidelines specified in this section. Only information supplied by County in writing through this RFQ/RFP and Addendum/Addenda, if any, may be used as the basis for preparation of Respondents' Proposals. The standard format for submission of Proposals to be used by Respondents is described in Section 5.

4.1 Mandatory Pre-Proposal Conference

A **MANDATORY** Pre-Proposal conference is scheduled for **Tuesday, June 12, 2012 at 1 PM (PST)**. The meeting will be held in the Foster Theater at the Gallo Center for the Arts, 1000 I Street, Modesto, CA 95354. For those who are unable to attend in person, the meeting will be conducted simultaneously by webinar. If you are unable to attend in person, please RSVP for the webinar to Teresa Vander Veen by e-mail to vandrvt@stancounty.com. There are limited spots available, and only one spot will be granted per firm on a first-come first-served basis. Respondents are encouraged to attend in person.

4.2 Distribution List

Potential respondents should hand deliver, e-mail, fax, or return mail or other courier service to the Construction Manager listed in section 1.7 the Acknowledgment of Receipt of RFQ/RFP Form (“**Acknowledgment of RFQ/RFP**”) attached as Exhibit F to this RFQ/RFP to have their names placed on the Distribution List for this RFQ/RFP, which will be used for the distribution of any and all Addendum/Addenda issued by County. Potential respondents are therefore encouraged to return the Acknowledgment of RFQ/RFP as soon as possible. Failure to return this form shall constitute a presumption of receipt and election to not respond to this RFQ/RFP, and the party’s name will not appear on the Distribution List.

4.3 Deadline for Submittal of Written Questions

Potential Respondents may submit only written inquiries or requests regarding the intent and clarity of this RFQ/RFP. Questions must be directed to the Project Manager by **June 19, 2012**. Written questions should be submitted by fax or email.

4.4 Addendum/Addenda to this RFQ/RFP

County reserves the right to interpret or change any provisions of this RFQ/RFP at any time prior to **June 25, 2012**. Such amendments, if any, shall be issued as written Addendum/Addenda to this RFQ/RFP.

Additionally, County may prepare answers, in the form of an Addendum to this RFQ/RFP, to questions addressed by County and as County otherwise deems appropriate. Written responses, in the form of an Addendum and amendments, if any, to this RFQ/RFP will be sent via e-mail no later than **June 25, 2012** to all parties whose names are on the Distribution List. Any Addendum issued by County may also be obtained in person from the office of the Construction Manager

4.5 Acknowledgment of Receipt of Addendum

Each Respondent is responsible to inquire as to the Addendum/Addenda issued by County. All Addenda shall become part of this RFQ/RFP, and all Respondents shall be bound by such Addenda, whether or not received by Respondent. Each Respondent must sign any Acknowledgment of Addendum Form (“**Acknowledgment**”) included as Exhibit I to this RFQ/RFP, and return the Acknowledgment with their Proposal Form. Failure to return the Acknowledgment shall constitute a presumption of withdrawal from the qualification process and the potential Respondent’s name shall be removed from the Distribution List.

SECTION 5. PROPOSAL PREPARATION AND SUBMITTAL INSTRUCTIONS

This RFQ/RFP and attached form of Professional Services Agreement define the County’s basic requirements and serve as the basis for submittal of all proposals in response to this RFQ/RFP.

5.1 Proposal Format

The Proposal shall be clear and concise to enable County to make a thorough evaluation as to whether the Proposal meets County’s requirements. Proposals must include a detailed Table of Contents that is

consistent with Section 5.1.1 of this RFQ/RFP. All forms attached to and supplementary materials requested in the Exhibits to this RFQ/RFP must be thoroughly completed, clearly labeled, and included in the appropriate section of the Proposal, pursuant to Section 5.1.1.

Each Respondent may only submit one Proposal in response to this RFQ/RFP.

5.1.1 Proposal Organization

Each Proposal must be organized and indexed in the following format and must contain, at a minimum, all listed items in the sequence indicated. Any Proposal that does not conform to these minimum requirements may be deemed non-responsive and rejected on that basis, in County's sole discretion.

Section 1: Proposal Summary

- Title Page
- Proposal Organization Checklist
- Transmittal Letter
- Table of Contents
- Executive Summary
- Bridging Architect Qualifications and Experience
- Bridging Architect Client References
- Sub-consultants
- Proposed Approach
- Performance Criteria

Section 2: Financial Information

- Financial Statements
- Claims and litigation history
- Letter from insurance broker

Section 3: Response Forms

- Proposal Authorization
- Acknowledgment of Addendum Form
- Acceptance of Form of Professional Services Agreement, including any proposed modifications

Section 4: Discretionary Supplemental Materials

- Explanation of relevancy of discretionary supplementary materials
- Supplemental Video Materials

5.1.2 Title Page

In a one page cover identify the Project and Services, the date of Proposal submittal, the name of the Bridging Architect and its principal place of business, and the name, title, telephone and facsimile numbers and e-mail address of the person to be contacted for clarification.

5.1.3 Proposal Organization Checklist

Complete the Proposal Organization Checklist attached as Exhibit G to this RFQ/RFP to help ensure that all of the requested information is included in the prescribed format. The total RFQ/RFP submission may not exceed 25 pages, excluding corporate brochures and marketing materials discussed below.

5.1.4 Transmittal Letter

Include a Transmittal Letter clearly stating the Respondent's intent to enter into a Professional Services Agreement with County for the Services as defined in this RFQ/RFP and any and all Addendum/Addenda hereto. The Transmittal Letter must, as a minimum:

- Identify the date of the Proposal.
- Identify the Bridging Architect by proposed organizational team members and/or individuals, and the legal structure of each, and the principals of each firm/organization. Include, as a minimum, the following: architect, engineer, consultants.
- Identify the name, title, telephone and facsimile numbers and e-mail address of the person authorized to negotiate for and contractually obligate the Bridging Architect pursuant to all terms and conditions stated in the Proposal.
- Identify the name, title, telephone and facsimile numbers and e-mail address of the person to be contacted for clarification, if different from above.
- Identify for which of the three Projects Respondent seeks to propose.
- Indicate that it is being signed by the person(s) authorized to obligate the Bridging Architect contractually.

5.1.5 Table of Contents

Each Proposal must provide in Section 1 a detailed Table of Contents for the entire Proposal submittal package.

5.1.6 Executive Summary

The Executive Summary provides an overview of Respondent's Proposal.

The Executive Summary should identify, at a minimum, the proposed fixed price, a summary of Respondent's explanation of why Respondent believes Respondent's firm is most qualified to be selected for this Project, and anything else Respondent deems particularly important.

5.1.7 Bridging Architect Qualifications and Experience

County is seeking a Bridging Architect with a team composed of experienced and highly regarded professionals who have demonstrated a capacity to perform services similar to the Services on a cost-effective basis. The team should include, as a minimum, a California licensed architect, and other specialized consultants as needed to augment the team's capacity to address professionally County's

needs for the Project. Respondents must propose staff who will perform day-to-day Project Services, not senior personnel who have other, substantial responsibilities.

Respondent shall identify its proposed Project office and location.

Respondent shall provide a detailed resume for each of the key staff who will actually be assigned to this Project and who will be responsible for each of the various components of the scope of services for this Project. The resumes shall include the individual's name, address, telephone, facsimile, their professional qualifications, and number of years in business as well as previous firm names during the past ten years, and education, years of relevant experience, professional registrations including evidence of valid applicable licensure, and at least three examples of services within the past three years pertinent to determining qualifications for the Bridging Architect. Respondent shall further identify the geographical location of its key staff whom Respondent anticipates would work on a specific Project if Respondent is selected.

Each Respondent shall include a statement identifying the proposed Bridging Architectural firm, its legal structure (i.e. corporation, partnership, limited partnership, or joint venture), and its managerial personnel. If the proposed Bridging Architect is a partnership, limited partnership, or other association, the Respondent must provide a listing of all of the partners, general partners, or association members known at the time of Proposal submission who will participate in the Services. Respondent shall identify the most recent experience for the various team members with emphasis on team collective experience. The Proposal should focus on primary and related experience including, but not limited to, the following:

The Proposal must describe the relevance and importance of each project in relation to the Services, disciplines, and team members' key individuals available for this Project. Respondent shall describe how this experience qualifies these parties to accomplish their proposed roles in the Project.

For each employee included in one of the three discipline categories, provide the following: the employee's name, state of residence, and if the employee is a California registered Architect, their discipline and registration number. Resumes with this information are sufficient.

Substitution of personnel named in the Proposal during the Proposal process or during performance of the Services shall require the County's written approval. Respondents and Bridging Architects shall submit a written request for the substitution, including the reason for the requested substitution and a detailed resume for the new proposed person demonstrating that he or she meets the minimum requirements for the position. The substituted personnel must, in the County's opinion, meet the minimum qualifications for the position being filled. Failure to obtain the County's approval of substituted personnel within 15 days of the effective date of the substitution will result in financial penalties to be specified in the Professional Services Agreement.

5.1.8 Bridging Architect Client References

Provide references for three recent projects in which Bridging Architect performed services similar to the Services for the proposed Project. List projects which have been completed, or as a minimum, are substantially completed. For each project, (a) provide a description of project and services performed, to support the claim it is similar to the proposed Project; (b) provide a client/owner contact person, title, address and telephone number; and (c) identify key staff on the project, including architect and other key personnel.

5.1.9 Sub-Consultants

Provide information on sub-consultants, including a description of the services to be performed by each sub-consultant.

5.1.10 Proposed Approach

Provide a description of your technical approach to providing services to the County for this Project.

5.1.11 Performance Criteria

Describe how your team is organized to provide the services to perform this Project.

Describe the major strengths of your team and relevant experience.

Describe the major difficulties that you might expect to encounter in conducting and coordinating this Project to ensure that the County receives high quality design and construction. Describe the methods you would use to overcome these difficulties.

Describe your firm's ability to perform the work within the schedule outlined herein.

Describe your firm's claims experience.

5.1.12 Financial and Related Information

Respondent is required to demonstrate that it is financially qualified to undertake the Services defined by this RFQ/RFP. To be considered qualified, The County may request from Respondent and any team member of any proposed consortium or joint venture, audited and/or reviewed financial statements for the most recently completed three fiscal years.

Respondent must also provide a list of all claims and litigation, including threatened, if any, within the past **five** years, on any projects for which Bridging Architect or any team member failed to complete any work awarded, with explanation of circumstances.

5.1.13 Prior Litigation / Claims

Provide a description of any litigation or claims or any kind whatsoever filed against your firm in the past five years, or filed by your firm in the past five years, regardless of whether the claims actually resulted in litigation and regardless of the nature of the litigation. If the litigation or claim has been resolved, describe the resolution.

5.1.14 Letter from Insurance Broker

Respondents must also provide a letter from its insurance broker attesting to the willingness to provide the required insurance coverages described in the Professional Services Agreement.

5.1.15 Proposal Authorization

Prepare and sign the Proposal Authorization in form attached to this RFQ/RFP as Exhibit H ("**Authorization**"). Signature of the Authorization shall constitute acceptance of the Conditions Governing this RFQ/RFP pursuant to Section 7.

5.1.16 Discretionary Supplemental Materials

Respondent may include in its Proposal submittal, on a discretionary basis, other materials that it believes may improve the quality of its Proposal. Respondent must include an explanation of the relevancy of the other materials to the Proposal. Corporate brochures may be provided as a separate submittal. Respondent should include only meaningful generic marketing materials.

5.1.17 Supplemental Video Materials

Provide a DVD introducing your team and your office. The DVD should be only 5 to 10 minutes in length and should not be professionally prepared. Please show the County reviewers who you are, what you have done, and how you proposed to meet the County's needs.

5.1.18 Miscellaneous Procedures

Each copy of the transmittal letter and Acceptance must contain an original signature. Proposals submitted by partnerships must be signed with the partnership name, followed by the signature and designation of the partner signing. Proposals submitted by corporations must be signed with the legal name of the corporation followed by the name of the state of incorporation. Two signatures are required for corporations, as follows: the signature of the president, the chair of the board or any vice president AND the signature of the secretary, any assistant secretary, the chief financial officer or any assistant treasurer of the corporation. The name of each signatory must be typed below the signature names.

County may interview any or all of the client references provided by Respondent. Submittal of a Proposal constitutes Respondent's consent for County to conduct reference checks and reasonable investigation of all information provided by Respondent.

All Proposals and accompanying documentation submitted by Respondents become the property of County and, except as otherwise provided in this RFQ/RFP, will not be returned.

5.1.19 Pricing Proposal

This RFQ/RFP requests that the Respondents who are notified they are on the County's "short list" provide a not-to-exceed price for all work for the Project for which they seek to propose. All Respondents invited to an interview should bring the pricing proposal to the interview in a separate sealed envelope clearly marked for the project upon which the respondent is interviewing. If the respondent is interviewing for more than one project, bring a separate envelope for each project (i.e. **Project One**, **Project Two**, or **Project Three**).

Should Respondent be shortlisted and asked to submit a Pricing Proposal, the Pricing Proposals shall comply with the following requirements:

- 5.1.19.1 REIMBURSEABLE EXPENSES. All Reimbursable expenses must be included in the not-to-exceed proposed price.
- 5.1.19.2 ADDITIONAL SERVICES. Billing rates for additional services.
- 5.1.19.3 OVERTIME. Overtime must be included in the not-to-exceed proposed price.
- 5.1.19.4 TRAVEL. Travel time must be included in the not-to-exceed proposed price.
- 5.1.19.5 SIGNATURE. The handwritten signature of the Respondent.

5.2 Proposal Submittal

5.2.1 Proposal Due Date

Respondents must submit ten (10) identical numbered copies of each Proposal, including all attachments (except that there need be only 1 copy of the financial statements), each with original signatures, in a sealed envelope marked "Proposal for Stanislaus County Public Safety Center Jail Expansion Project." Sealed Proposals will be received at the Project Manager's office until the hour of 2:00 p.m. as determined by the clock on the wall of the Chief Executive Office, on June 28, 2012.

5.2.2 Proposal Delivery

Ten (10) copies of all Proposals must be submitted on 8½" x 11" paper in vertically bound form, either loose-leaf, spiral, or comb-bound, with tabbed section headings clearly labeled in the format described in this RFQ/RFP. Larger paper, 11" x 17" preferred, is permissible only for plans, charts, spreadsheets and other exhibits. The total RFQ/RFP submission may not exceed 25 pages, excluding corporate brochures and marketing materials discussed in Sections 5.1.16, 5.1.17, and 5.1.18.

Proposals shall be submitted by hand delivery, U.S. Mail or other courier service. U.S. Mail takes extra time for delivery since it goes through the County's central distribution center before going to the specific department. Proposals sent by U.S. Mail that do not arrive to the Project Manager by the time specified in Section 5.2.1 will be considered late, even if they were received by the County's mail distribution center on time. Facsimile transmissions will not be accepted. The Project Manager or its delegate will be responsible for determination if a Proposal is received on time. That decision will be final and no further consideration of late Proposals will be given. Any late Proposals will be returned unopened to the Respondent only upon request.

Deliver proposals, or cause to be delivered to:

Stanislaus County Chief Executive Office
Patricia Hill Thomas, Chief Operations Officer, Project Manager
1010 10th Street, Suite 6800
Modesto California 95354

"Proposal for Stanislaus County Public Safety Center Jail Expansion Project"

Respondent may also provide an electronic response via e-mail in addition to the written Proposal submittal. The written Proposal shall be considered the legal response. County may consider but is not obligated to provide an electronic copy version of this RFQ/RFP.

Proposals may not be amended after submission.

5.2.3 Proposal Submission

- 5.2.3.1 It is the sole responsibility of Respondent to see that its Proposal is received in proper time.
- 5.2.3.2 Respondent shall carefully examine the instructions contained herein and satisfy itself as to the conditions with which it must comply prior to submitting its Proposal, and to the conditions affecting the award of contract.
- 5.2.3.3 If more than one Proposal is offered by any individual, firm, partnership, corporation, association, or any combination thereof, under the same or different names, all such Proposals may be rejected.
- 5.2.3.4 All Respondents are hereby notified that any collusive agreement fixing prices so as to control or affects the awarding of this contract is in violation of the competitive bid requirements of State law and may render void any contract let under such circumstances.
- 5.2.3.5 Proposed prices shall be in effect for one hundred twenty (120) days from the date of submission.

5.3 Proposal Withdrawal

Any Respondent to this RFQ/RFP may withdraw a Proposal by written notice delivered to the Project Manager prior to the due date and time specified in Section 5.2.1 for receipt of Proposals.

5.4 Irregular Proposals

A Proposal may be rejected if it shows any alteration of form, additions not called for, conditional Proposals, incomplete Proposals, erasures, or irregularities of any kind. If the Proposal amount is changed after the amount is originally inserted, the change should be initialed.

5.5 County's Right To Reject or Terminate RFQ/RFP

County expressly reserves the right to further consider, accept or reject any or all Proposals submitted in response to this RFQ/RFP; to request additional information or clarification of information submitted; to cancel or modify, in part or in its entirety, this RFQ/RFP, or to request new Proposals or pursue any other means for obtaining the services contemplated by this RFQ/RFP and/or the Professional Services Agreement.

SECTION 6. PROPOSAL EVALUATION AND SELECTION PROCESS

6.1 Selection Committee

County will appoint a Selection Committee to review and evaluate all Proposals; contact Respondents as required; request a Respondent to modify its proposed modifications to the Professional Services Agreement; and make recommendations regarding the selection of a Selected Respondent. The Selection Committee may consist of County staff and others designated by County.

County reserves the right, in its sole discretion, to waive minor irregularities, and to waive mandatory requirements provided that all of the otherwise responsive Proposals fail to meet the same mandatory requirements and the failure to do so does not otherwise materially affect this RFQ/RFP and selection process.

County reserves the right to modify or suspend any and all aspects of the selection process indicated in this RFQ/RFP, to waive any defects as to form or content of this RFQ/RFP, or to reject any or all Proposals.

6.2 Evaluation Process

Proposals will be evaluated on a comparative, competitive, qualification basis, based upon the RFQ/RFP's submittal requirements, including the experience, organization and qualifications of the firm and individuals proposed, and the proposal that appears most advantageous to Stanislaus County. Specific evaluation criteria will include:

- The ability, capacity, and skill of the Respondent to perform the contract and effectuate the work;
- The type of work needed by the County in light of the nature of the project and budgetary issues;
- The ability of the Respondent to effectuate the work within the time specified, without delay;
- The character, integrity, reputation, judgment, experience, and efficiency of the Respondent;

- Claims experience;
- Whether the Respondent has satisfactorily performed similar work on similar projects;
- Any other factor deemed to be relevant, in the County's sole discretion.

During the evaluation process the Selection Committee may conduct independent research, request additional relevant information specific to the evaluation process, and seek assistance from reliable sources to clarify, explain, or otherwise participate in the evaluation process without issuing an Addendum. Proposals will not be ranked based solely on cost. The Selection Committee shall make its decision based on committee members' analysis and assessment of each Proposal's positive, neutral, and negative attributes.

County reserves the right to conduct its own due diligence of the Respondents prior to selection of a Selected Respondent

6.3 Interviews

The County, in its sole discretion, may prepare a short list of Respondents for interviews. Respondents who are invited to attend an interview will be notified in writing. Only the actual personnel who will be responsible for the work should attend the interview.

If requested by County, qualified Respondents may be required to present their Proposals to the Selection Committee and submit to oral questions in a two-part interview process. At the conclusion of the morning interview, the team will be given an architectural design problem to analyze and present in the afternoon session. The team will return approximately four hours later to an afternoon interview, on the same day, to discuss their resolution to the task.

As described in paragraph 5.1.19 above, Respondents invited to attend an interview should bring with them to the interview a sealed envelope containing their pricing proposal. If the respondent is interviewing for more than one project, bring a separate envelope for each project.

The Project Manager will schedule the interviews between July 18 and August 9, 2012 at the County's offices, or at such other time and/or location indicated by the County. Each Respondent should prepare a presentation not to exceed 60 minutes including the formal presentation and questions and answers. Each Respondent is responsible for any special equipment required for the presentation. The total time allowed for the morning portion of each Proposal interview shall be 60 minutes, including set-up and questions and answers. The total time allowed for the afternoon portion of the interview shall be 60 minutes, including set-up and questions and answers.

The interviews shall be solely for the benefit of the County and shall not be open to the public or to other Respondents.

The County reserves the right to visit any Respondent at their place of work and/or at projects the Respondent has completed.

6.4 Selection Process

Based on the results of the evaluation process, County staff will recommend a Respondent for each of the three Projects for selection to the County Board of Supervisors. County staff will identify each Selected Respondent to be recommended to the Board, and will use reasonable efforts to deliver a copy to each Respondent who submitted Proposals no later than the business day after posting, although any delay or failure to do so will not extend the Proposal protest period described below.

The Board of Supervisors, in its sole discretion, may either approve, reject, or approve or reject with conditions, the Selection Committee's recommendations. County reserves the right to modify the Proposal criteria outlined in this RFQ/RFP.

Respondents to this RFQ/RFP are instructed not to contact County representatives involved in this effort outside of the selection process regarding the selection process to ensure the integrity of the process. Efforts to lobby or influence individuals involved in this selection process may, at County's sole discretion, result in dismissal from further consideration.

6.5 Notice of Selection of Respondent

Respondents whom the County otherwise determines are responsive and responsible will have an opportunity to protest the findings of this process. Any protest to this RFQ/RFP process or selection of the Selected Respondent must be delivered to the Capital Projects office by 4:00 pm of the fifth calendar day following County staff's identification of the Selected Respondent to be recommended to the Board of Supervisors, and satisfy the following requirements:

- a. The initial protest must contain a complete statement of the basis for the protest.
- b. The protest must refer to the specific portion of the document that forms the basis for the protest.
- c. The protest must include the name, address, and telephone number of the person representing the protesting party.
- d. The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Respondents who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.
- e. The procedure and time limits set forth in this paragraph are mandatory and are a Respondent's sole and exclusive remedy in the event of a Proposal protest. Respondent's failure to comply with these procedures shall constitute a waiver of any right to further pursue the Proposal protest, including filing a Government Code Claim or legal proceedings. A Respondent may not rely on a protest submitted by another Respondent, but must timely pursue its own protest.

6.6 Post Approval Procedures

The Professional Services Agreement will be finalized promptly following Board of Supervisors approval of a final Selected Consultant. In the event that the approved Selected Consultant fails or refuses to sign a Professional Services Agreement acceptable to the County, County reserves the right to finalize a Professional Services Agreement with another qualified Respondent without undertaking a new RFQ/RFP process, or exercise any other available right. The time for awarding the contract may be extended by the County.

SECTION 7. CONDITIONS GOVERNING THIS RFQ/RFP

7.1 Confidentiality

County has made a determination in accordance with Government Code Section 6255 that all Proposals submitted in response to this RFQ/RFP shall not be made public by County until after County has executed and adopted by resolution a Professional Services Agreement with the Selected Consultant. In the event a Respondent wishes to claim portions of its Proposal exempt from disclosure under the Public Records Act, it is incumbent upon Respondent to clearly identify those portions with the word "confidential" printed on the lower right-hand corner of the page, along with a written justification as to

why such information should be exempt from disclosure. However, County will make a decision based upon applicable laws.

County shall notify Respondent of any materials or information that County does not believe are entitled to exemption from the Public Records Act, and Respondent shall have five (5) business days from such notice to:

- withdraw its Proposal;
- withdraw such information from its Proposal; or
- withdraw such information and replace it with substituted information for which Respondent does not claim an exemptions.

Proprietary or confidential data must be readily separable from the Proposal in order to facilitate eventual public inspection of the nonconfidential portion of the Proposal. Confidential data is normally restricted to confidential financial information. The cost of Services shall not be designated as proprietary or confidential information.

7.2 Insurance for Project 1 of the Jail Expansion Project

Insurance shall be placed with California-admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII, and coverage shall be at least as broad as:

- 7.2.1 General Liability: FIVE MILLION DOLLARS (\$5,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 7.2.2 Auto Liability: Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident and providing property damage liability of no less the ONE MILLION DOLLARS (\$1,000,000.00) per accident.
- 7.2.3 Workers' Compensation Insurance: Workers' Compensation Insurance as required by the Labor Code of the State of California. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County its officers, directors, agents, employees and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Corrections Standards Authority, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Bridging Architect.
- 7.2.4 Professional Liability Insurance: Professional Liability Insurance with a minimum limit of FIVE MILLION DOLLARS (\$5,000,000.00) per claim and in the aggregate.
- 7.2.5 Additional Insured Endorsements: The Bridging Architect shall name Stanislaus County, its officers, directors, agents, employees and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Corrections Standards Authority, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees as additional insureds on their commercial general liability and automobile insurance policies.

7.3 Insurance for Project 2 of the Jail Expansion Project

Insurance shall be placed with California-admitted insurers (licensed to do business in California) with a

current rating by Best's Key Rating Guide of no less than A-:VII, and coverage shall be at least as broad as:

- 7.3.1 General Liability: ONE MILLION DOLLARS (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 7.3.2 Auto Liability: Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident and providing property damage liability of no less the ONE MILLION DOLLARS (\$1,000,000.00) per accident.
- 7.3.3 Workers' Compensation Insurance: Workers' Compensation Insurance as required by the Labor Code of the State of California. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County its officers, directors, agents, employees and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Corrections Standards Authority, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Bridging Architect.
- 7.3.4 Professional Liability Insurance: Professional Liability Insurance with a minimum limit of ONE MILLION DOLLARS (\$1,000,000.00) per claim and in the aggregate.
- 7.3.5 Additional Insured Endorsements: The Bridging Architect shall name Stanislaus County, its officers, directors, agents, employees, and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Corrections Standards Authority, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees as additional insureds on their commercial general liability and automobile insurance policies.

7.4 Insurance for Project 3 of the Jail Expansion Project

Insurance shall be placed with California-admitted insurers (licensed to do business in California) with a current rating by Best's Key Rating Guide of no less than A-:VII, and coverage shall be at least as broad as:

- 7.4.1 General Liability: TWO MILLION DOLLARS (\$2,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.
- 7.4.2 Auto Liability: Owned/Non-owned automobile liability insurance providing combined single limits covering bodily injury liability with limits of no less than ONE MILLION DOLLARS (\$1,000,000.00) per accident and providing property damage liability of no less the ONE MILLION DOLLARS (\$2,000,000.00) per accident.
- 7.4.3 Workers' Compensation Insurance: Workers' Compensation Insurance as required by the Labor Code of the State of California. For Workers' Compensation insurance, the insurance carrier shall agree to waive all rights of subrogation against Stanislaus County its officers, directors, agents, employees and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Corrections Standards Authority, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees for losses arising from the performance of or the omission to perform any term or condition of this Agreement by the Bridging Architect.
- 7.4.4 Professional Liability Insurance: Professional Liability Insurance with a minimum limit of

TWO MILLION DOLLARS (\$2,000,000.00) per claim and in the aggregate.

- 7.4.5 Additional Insured Endorsements: The Bridging Architect shall name Stanislaus County, its officers, directors, agents, employees and volunteers; the Department of Corrections and Rehabilitation of the State of California; the Corrections Standards Authority, an entity of the state government of the State of California; the State Public Works Board of the State of California, and their Officers, Agents, and Employees as additional insureds on their commercial general liability and automobile insurance policies.

7.5 Applicable Laws/Miscellaneous

Respondents are required to sign and submit the Authorization, stating their agreement to comply with the following terms and conditions of this RFQ/RFP:

- a. The Selected Consultant, its employees, agents, contractors, and subcontractors shall maintain professional licenses required by the laws of the State of California at all times while performing Services for the Project.
- b. The Selected Consultant shall comply with the laws of the State of California requiring employers to insure against liability for Worker's Compensation while performing Services for this Project.
- c. All Consultant Services shall comply with all statutes, ordinances, regulations, codes, and requirements of all governmental entities, including federal, state, County, and municipal entities, relating to the Project.
- d. This RFQ/RFP and any resultant Professional Services Agreement shall be governed by the laws of the State of California. The parties agree to the jurisdiction and venue of the appropriate courts in the County of Stanislaus and the State of California.
- e. All data and information provided by County or referred to in this RFQ/RFP is furnished for the convenience of interested parties in preparing a Proposal. The Respondent shall defend, indemnify and hold harmless County from any and all liability, claims, or expenses whatsoever, incurred by, or on behalf of, the Respondent's response to this RFQ/RFP. County expressly disclaims any and all liability for representation or warranties, express or implied, contained in the RFQ/RFP or any other written or oral communication transmitted or made available to interested parties, including any errors of omission.

LIST OF EXHIBITS

Exhibit A	Project Description
Exhibit B	Payments to Bridging Architect
Exhibit C	Draft Project Schedule
Exhibit D	Form of Professional Services Agreement
Exhibit E	Acceptance of Form of Professional Services Agreement
Exhibit F	Acknowledgement of Receipt of RFQ/RFP Form
Exhibit G	Proposal Organization Checklist
Exhibit H	Proposal Authorization

PROJECT DESCRIPTION

Background

In June 2007, the Board of Supervisors of Stanislaus County accepted the Needs Assessment and Master Plan for Jail Expansion, prepared by TRG Consulting, and directed that the next phase of the project be implemented.

In June 2008, the Crout and Sida Criminal Justice Consultants / Rosser International, Inc. team ("Crout & Sida") was selected by Stanislaus County to develop a pre-architectural and operational program for the expansion of the Public Safety Center ("PSC") that included a staffing analysis of the existing and the planned facility and a cost estimate based on the new program.

In November 2008, the Crout & Sida team provided Stanislaus County with the Public Safety Center Expansion Operational and Architectural Program and Site Master Plan. This Master Plan illustrated a phased approach to constructing new detention facilities at the PSC in response to a changing and growing inmate population. In the three years since that Master Plan was created, a number of events have transpired that have necessitated Stanislaus County to update that plan.

In June 2011, the Crout & Sida team were contracted to return to Stanislaus County to update the Public Safety Center Expansion Operational and Architectural Program and Site Master Plan. After a review of documents and meetings with County staff, the Crout & Sida team generated an update to provide the County and other decision makers with the most recent data and recommendations for the PSC.

The County's stated objectives of the updated Master Plan include the following:

- Update the detailed pre-architectural facility program based upon the approved Needs Assessment.
- Review an operational analysis of the program, and develop a planning concept to include the staff analysis, security and safety considerations, and other pertinent functional considerations.
- Revise the Master Plan cost estimate and schedule to reflect current thinking.
- Align project priorities with funding sources.
- Explore alternatives and recommend new facilities for housing Return to Custody (RTC) prisoners compliant with the state of California Corrections Standards Authority.
- Construction or expansion of County Jails RFP.
- Develop a set of recommendations to present to the Board of Supervisors regarding project delivery systems, project budgets and implementation schedule.

Inmate Demographics

Since the original PSC was opened in 1992, the demographics of the inmate population have shifted to higher classification levels. Programs have contributed to this phenomenon by channeling the lowest security inmates away from detention incarceration and into other community programs. While the ADP has been slowly increasing, or in the experience of the last four years, decreasing, the true classification level of inmates has been increasing. Consequently, many inmates who should be housed in medium security beds are being housed in minimum security beds. Similarly, inmates who should be housed in maximum security beds are instead housed in medium security beds. Significantly, the number of medium security beds in the Stanislaus County detention system is quite high, while there are few maximum security beds available. This contributes to unsafe conditions for inmates and staff in these facilities.

Conclusion

Taking each of these events into consideration, the updated Master Plan effort specifically addresses the 2011 reality of the Stanislaus County detention system, including:

- The fire at the Honor Farm that destroyed two of the housing units there, and the planned replacement of those units with an updated minimum security housing unit at the PSC site. This replacement facility is to house up to 192 prisoners. The design of this facility is in process.
- The realignment of the rules and regulations between the State and County jurisdictions as it relates to sentenced inmates, impacting the number of inmates and their average length of stay at County detention facilities.
- The impact of legislation, including early release programs, which will influence the ADP of local detention facilities.
- Other local determinants that include the potential to accommodate remote Video Visitation and the expanded role of Day Reporting within the system.
- The current trends and profile of today's and tomorrow's inmates.

The impact of these factors can be seen on the physical Master Plan in the revised priorities for construction during the early master planning and phasing of facilities. These priorities have been established now to best achieve the needed bed capacities as well as the resulting program and support space that will be required with that expansion.

On December 18, 2011 the Stanislaus County Board of Supervisors:

1. Approved the Needs Assessment; and Public Safety Center Expansion Master Plan,
2. Authorized the County to apply for \$80,000,000 from the 2011 Local Jail Construction Financing Program, AB 900 Phase II,
3. Approved the Financing Plan as recommended by the Debt Advisory Committee to finance the required matching funds,
4. Approved a Formal Resolution from the Board of Supervisors for the project,
5. Authorized the Planning Director to Initiate CEQA process, and
6. Authorized staff to issue an RFP for Architectural Services for the Project.

The projects are being financed through multiple funding sources. Therefore, the County must separate the Jail Expansion Project into **three Projects**.

- **Project One** will be the Components funded by Assembly Bill/AB 900 Phase II with the exception of the Programs / Day Reporting Facility.
- **Project Two**, also funded by Assembly Bill/AB 900 Phase II, will be the Programs / Day Reporting Facility.
- **Project Three** will be the components funded by the County through money set aside from Public Facility Fees.

Project One Of The Jail Expansion Plan

Project One of the Jail Expansion is for the following components of the master plan:

Element and Page	Description of Element	Size of Element
9.0 Page I-70	Security Administration and Central Control	6,020 SF
8.0 Page I-57	Maximum Security Housing Unit 1	38,544 SF
8.0 Page I-57	Maximum Security Housing Unit 2	38,544 SF
8.0 Page I-61	Medical Housing Unit	21,010 SF
4.0 Page I-35	Health Services	10,864 SF
	Video Visitation for Inmates Only	

The Cost of Construction for Project One must be less than \$70.5 million (\$70,500,000 dollars) including loose furniture, design fees, and design and construction contingencies.

Project Two of the Jail Expansion Plan

Project Two of the Jail Expansion is for the following component of the master plan:

Element and Page	Description of Element	Size of Element
	Programs / Day Reporting Facility**	14,000 SF

The Cost of Construction for Project Two must be less than \$4.5 million (\$4,500,000 dollars) including loose furniture, design fees, and design and construction contingencies.

** From Crout & Sida in Association with Rosser International, Inc Program entitled "Community Corrections Center", dated October 2011

Project Three Of The Jail Expansion Plan

Project Three of the Jail Expansion Plan is for the following components of the master plan:

Element and Page	Description of Element	Size of Element
1.0 Page I-10	Lobby	2,555 SF
2.0 Page I-16	Jail Administration	7,059 SF
3.0 Page I-26	Intake / Release / Transportation	29,760 SF
5.0 Page I-40	Staff Support	6,843 SF

The Cost of Construction for Project Three must be less than \$20.0 million (\$20,000,000 dollars) including loose furniture, design fees, and design and construction contingencies.

END OF EXHIBIT A

PAYMENTS TO BRIDGING ARCHITECT

1. Maximum Payment

1.1 Owner shall pay Bridging Architect an agreed-upon sum for Basic Project Services:

1.1.1 **Project One: Jail Expansion – Maximum Security Housing, Medical/Mental Health Housing, Administration, Video Visitation:** The Cost of Construction must be less than \$70.5 million (\$70,500,000) dollars including loose furniture, design fees, design and construction contingencies.

1.1.2 **Project Two: Jail Expansion – Programs / Day Reporting Facility:** The Cost of Construction of Project Two must be less than \$4.5 million (\$4,500,000 dollars) including loose furniture, design fees, and design and construction contingencies.

1.1.3 **Project Three: Jail Expansion – Intake / Release / Transportation / Facility Administration:** The Cost of Construction must be less than \$20 million (\$20,000,000) dollars including loose furniture, design fees, and design and construction contingencies.

1.2 Excluding Additional Services only, the Maximum Payment to Bridging Architect for Services performed shall not exceed progress on the Project Services described in Appendix A of the Professional Services Agreement (“PSA”), Services to be Performed by Bridging Architect, the stated budget for the Services, and the percentage allowances under Paragraph 2.2 below.

1.3 For purposes of this Exhibit B, all work performed by Bridging Architect prior to an Agreement shall be deemed performed under the Agreement and considered in calculating Bridging Architect’s payments due under the Agreement. The Maximum Payment to Bridging Architect described above shall apply in all circumstances except Additional Services.

1.4 If Owner changes the scope of the Project referenced in Appendix A Paragraph 1.1 of the PSA, either increasing or decreasing the scope of Bridging Architect’s Services, then the parties shall calculate an amended lump sum fee based upon the revised Project value. If Owner changes Project scope after Bridging Architect has commenced work on the Project, then the parties shall agree upon an equitable adjustment limited by the original fee for the Project, Bridging Architect’s incurred costs and progress under Paragraph 2.2 below, and the revised scope of work and revised fee remaining.

2. Methods of Payment for Services and Expenses of Bridging Architect

2.1 For Basic Services on the Project: Owner shall pay Bridging Architect for basic services rendered under Appendix A of the PSA a sum not exceeding the Maximum Payment Amount for the Project, and, for the phases listed in Paragraph 2.2 below, a sum not exceeding the amount so allocated to that phase. Within each phase listed in Paragraph 2.2 below, Bridging Architect shall be paid according to its percentage completion of each phase.

2.2 Maximum Payment to Bridging Architect by Phase

<u>PHASE</u>	<u>AMOUNT</u>
Program Verification Phase	10%
Schematic Design Phase	35%
Bridging Phase	45%
Design Build Procurement Phase	10%
TOTAL BASIC SERVICES	100%

- 2.2.1 **Retention** The County shall pay the Architect for services rendered in an amount not to exceed the phase totals set forth in Section 2.2, less 5% retention in accordance with Civil Code Section 3320. County and Bridging Architect may enter into an escrow agreement in lieu of retention in accordance with the form set forth in Public Contract Code 22300. Retention withheld shall be released upon award of the construction contract.

2.3 Additional Services Owner shall pay Bridging Architect for Additional Services rendered under Appendix A of the PSA as follows:

- 2.3.1 **General.** For Additional Services of Bridging Architect's principals and professional and technical staff engaged directly on the Project and rendered pursuant to Appendix A Paragraph 8 of the PSA, on the basis of a lump sum negotiated between the parties, or, at Owner's option, at the Billing Rates (as defined below).
- 2.3.2 **Subconsultants.** For Additional Services of Subconsultants employed by Bridging Architect to render Additional Services pursuant to Appendix A Paragraph 8 of the PSA, the amount billed to Bridging Architect.
- 2.3.3 **Hourly Basis.** For Additional Services on an hourly basis, Bridging Architect agrees that all Subconsultant billing will be limited to a not-to-exceed amount upon prior written approval of the Owner.
- 2.3.4 **Reimbursable Expenses.** Except as set forth in Paragraph 2.3.5 and 2.3.6 below, Owner shall pay Bridging Architect the actual cost of all Reimbursable Expenses incurred only in connection with Additional Services.
- 2.3.5 **Other Expenses.** For expenses not required by the Agreement, the Owner shall reimburse the following expenses at a rate of 1.10 times cost, whether incurred on Basic Services or Additional Services: any plotting of Drawings, Specifications and Bidding Documents in addition to the original set plus one plot; and fees paid to government agencies on behalf of the Owner.
- 2.3.6 **Photocopying and Postage.** On Basic Services, Owner shall pay Bridging Architect 1.10 times cost for expenses for plotting, photocopying and postage.

3. Times of Payments

- 3.1 Bridging Architect shall be paid according to actual percentage of completion of designated phases of the Basic Services as specified in Paragraph 2.2 above.
- 3.2 Bridging Architect shall submit monthly statements for Basic and Additional Services rendered and for Reimbursable Expenses incurred. The statements will be based on Bridging Architect's estimate of the proportion of completion of each phase of service set forth above, utilizing the design schedule organized by task. The Owner shall promptly review Bridging Architect's monthly statement, and provided it is acceptable, shall promptly make payment thereon.

4. Definitions

- 4.1 **"Bridging Architect's Billing Rates"** apply to all Bridging Architects' professional personnel (Bridging Architect's and drafters) engaged directly on the Project. Bridging Architect shall not bill for or receive compensation for other business or administrative personnel or secretarial personnel.
- 4.2 **"Reimbursable Expenses"** mean actual expenses incurred by Bridging Architect or Subconsultants in connection with Additional Services, such as expenses for: transportation and subsistence incidental thereto; providing and maintaining field office facilities including firm furnishings and

utilities; toll telephone calls and telegrams, mail and overnight delivery services; reproduction of reports, Drawings, Specifications, Bidding Documents and similar Project-related items; and if authorized in advance by the Owner, overtime work requiring higher than regular rates.

4.2.1 Reimbursable Expenses shall not include Local Travel.

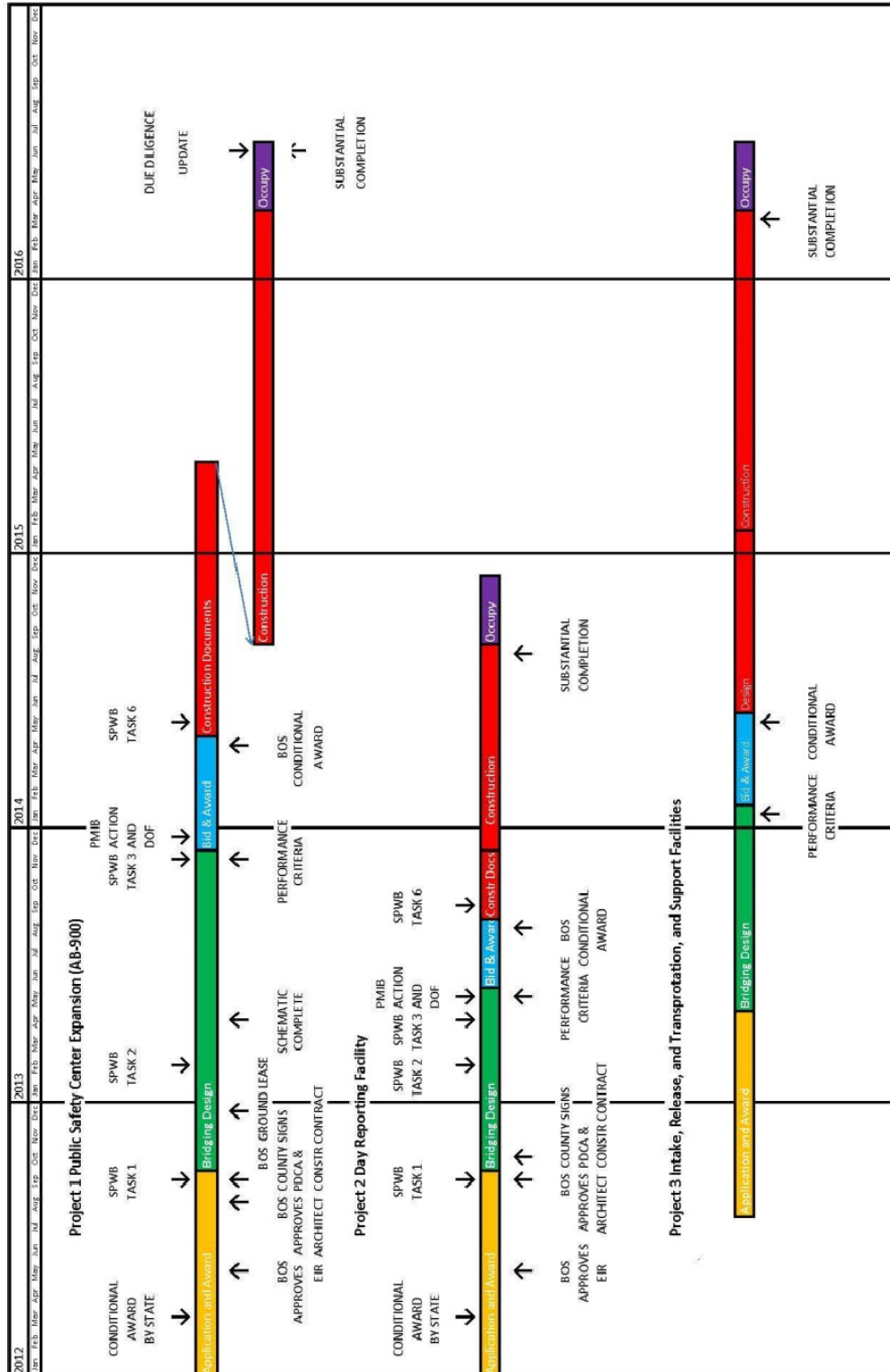
4.2.2 Travel expense beyond Local Travel for travel by automobile shall be reimbursed at the current rate set by the U.S. Government, and for travel by other means shall be the actual expense incurred by Bridging Architect.

4.2.3 **“Local Travel”** means travel between Bridging Architect’s offices and Stanislaus County, and travel to any location within a fifty-mile radius of either Bridging Architect’s office or Stanislaus County.

END OF EXHIBIT B

MARCH 22, 2012

STANISLAUS COUNTY JAIL EXPANSION



END OF EXHIBIT C

**FORM OF PROFESSIONAL SERVICES AGREEMENT
(ATTACHED SEPARATELY)**

ACCEPTANCE OF FORM OF PROFESSIONAL SERVICES AGREEMENT

NAME OF RESPONDENT _____

The above Respondent hereby agrees to sign Professional Services Agreement substantially similar to the form of Professional Services Agreement attached to the RFQ/RFP as Exhibit D, or has attached proposed modifications to the form of Professional Services Agreement as an Addendum to this signed Acceptance.

[Respondent must check one of the following boxes, and complete if applicable]

- ☐ Respondent's proposed modifications to the Professional Services Agreement are attached as Attachment[s] **[complete as applicable]** to this signed Acceptance, pursuant to the "Strikeout" or "Underline" format described in RFQ/RFP Section 3.1.
- ☐ Respondent has no proposed modifications to the Professional Services Agreement.

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF RECEIPT OF RFQ/RFP FORM

In acknowledgment of receipt of this Request for Proposal of the County of Stanislaus for Bridging Architectural Services for the Public Safety Center Expansion (“**RFQ/RFP**”), the undersigned Respondent agrees that he/she/it has received a complete copy, beginning with the Title Page and Table of Contents and ending with Exhibit I.

This Acknowledgment of Receipt of RFQ/RFP Form must be signed and returned to the Construction Manager indicated in Section 1.7 of the RFQ/RFP as soon as possible pursuant to Section 4.2 of the RFQ/RFP. Only interested parties who elect to return this Acknowledgment of Receipt of RFQ/RFP Form completed with the indicated intention of submitting a proposal will be placed on the distribution list for any and all Addendum/Addenda to this RFQ/RFP. The name and address provided below will be used for all written correspondence related to this RFQ/RFP.

Firm: _____

Contact Name: _____

Title: _____

Telephone: _____

Facsimile: _____

E-mail: _____

Address: _____

City: _____ State: _____ Zip: _____

Date: _____

Check the Appropriate Box:

☐ This entity does intend to respond to this RFQ/RFP.

☐ This entity does not intend to respond to this RFQ/RFP.

PROPOSAL ORGANIZATION CHECKLIST

All forms are to be completed and any materials submitted with the proposal are to conform to the following specified format, pursuant to Section 5.1.1 of the RFQ/RFP.

SECTION 1 Proposal Summary

- ☐ Title Page
- ☐ Proposal Organization Checklist, Exhibit G
- ☐ Transmittal Letter
- ☐ Table of Contents
- ☐ Executive Summary
- ☐ Bridging Architect Qualifications and Experience
- ☐ Bridging Architect Client References
- ☐ Sub-consultants
- ☐ Proposed Approach
- ☐ Performance Criteria

SECTION 2 Financial Information

- ☐ Financial Statements
- ☐ Claims and litigation history
- ☐ Letter from insurance broker

SECTION 3 Response Forms

- ☐ Proposal Authorization, Exhibit H
- ☐ Acknowledgment of Addendum Form
- ☐ Acceptance of Form of Professional Services Agreement, including any proposed modifications, Exhibit E

SECTION 4 Discretionary Supplemental Materials

- ☐ Explanation of relevancy of discretionary supplementary materials
- ☐ Supplemental Video Materials

PROPOSAL AUTHORIZATION

NAME OF RESPONDENT _____

1. The above-named Respondent is a Respondent to the Request for Proposals of the County of Stanislaus for Bridging Architectural Services for the Public Safety Center Expansion (“**RFQ/RFP**”) and possesses the legal authority to submit this Proposal.

2. The undersigned is authorized to conduct all negotiations for and legally bind the respondent in all matters relating to this proposal submittal.

3. The undersigned has reviewed, understands, is able to comply with and agrees to be bound by the General Conditions Governing this RFQ/RFP described in Section 7 of the RFQ/RFP.

4. The undersigned grants the County a right to County to conduct reference checks and reasonable investigation of all information provided by Respondent.

5. The undersigned certifies that this Proposal is irrevocable until 120 days after its submission date.

Signature: _____

Print Name: _____

Title: _____

Date: _____

ACKNOWLEDGMENT OF ADDENDUM FORM "ACKNOWLEDGMENT"

TO THE COUNTY OF STANISLAUS

THIS ACKNOWLEDGMENT IS SUBMITTED BY:

(Firm/Company Name)

1. In submitting this Proposal, Proposer represents that the Proposer has examined all of the Contract Documents and the following Addenda (receipt of all of which is hereby acknowledged).

Addendum Number	Addendum Date	Signature of Proposer