



RFQu 2023-16

Department on Aging Kitchen Expansion

Bay County Finance Department
Purchasing Division
On behalf of
Bay County Department on Aging

JAMES BARCIA
BAY COUNTY EXECUTIVE

REQUEST FOR QUALIFICATIONS---THIS IS NOT AN OFFER

IF FOR ANY REASON YOU CANNOT BID, RETURN THIS FORM SO STATING TO BE RETAINED ON OUR BIDDERS LIST

DATE OF REQUEST	AUGUST 25, 2023
REFERENCE RFQu NUMBER	RFQu 2023-16
OPTIONAL VENDOR MEETING/WALK THROUGH	AUGUST 31, 2023 1:00 P.M
LOCATION	RIVERSIDE ACTIVITY CENTER 800 J.F. KENNEDY DRIVE BAY CITY, MI 48706
DEADLINE FOR VENDOR QUESTIONS	SEPTEMBER 8, 2023 5:00 PM
RESPONSES DUE FROM COUNTY	SEPTEMBER 15, 2023 5:00 PM
PROPOSED DATE/TIME REQUIRED	SEPTEMBER 22, 2023 3:00 PM
SUBMIT QUALIFICATIONS TO:	BAY COUNTY FINANCE DEPT. PURCHASING DIVISION BAY COUNTY BUILDING 515 CENTER AVENUE 7 TH FLOOR BAY CITY, MI 48708-5128
MARK QUALIFICATION SUBMISSION:	“BAY COUNTY DEPARTMENT ON AGING KITCHEN EXPANSION – DELIVER TO THE FINANCE DEPARTMENT IMMEDIATELY”

The intent and purpose of this request for qualifications (RFQu) is to establish a contract through competitive sealed bid for a Construction Manager and Design Professional (CM) to coordinate the renovation of the current facility's hood vent system or add in new hood in the current space located in Bay County, MI.

The CM will provide or contract out the following required services: Architectural design, construction administration, oversight, inspection services, and plan pre-construction services that include, “but are not necessarily limited to,” drawing reviews and reports; constructability reviews; value engineering reports; detailed cost estimate; and scheduling.

The Contractor shall be responsible for complete construction including permitting, licensing, utilities, facilities engineering, electrical service, HVAC, hood/vent system, and all other work associated with complete construction.

The current Department on Aging central kitchen consists of a 2,500 square foot building constructed approximately eight (8) years ago. The building, although well maintained, is currently in need of improvements to the immediate site area. These improvements are needed to expand the facility to meet the ever-changing needs of Bay County's growing senior population.

The current building provides the following areas for current kitchen equipment needs, hood space for (4) four ovens, one (1) tilt skillet, one (1) steamer, one (1) four burner stove and one (1) brick oven.

Currently the kitchen has the capacity to complete approximately 4500 meals per week. The central kitchen is often at maximum capacity with the current equipment and hood/vent space. There is enough current space to renovate and add more hood/ventilation, however the planning of the current kitchen did not account for the expansion.

The County will require certified payroll submitted before releasing request for payment.

Michigan's Prevailing Wage may be found at: [LEO - DTMB Prevailing Wage \(michigan.gov\)](http://www.michigan.gov/leo).

1. Initial report of condition of the kitchen and recommendations for modernization, included but not limited to:
 - a. Overview and evaluation of all existing systems.
 - b. Make written recommendation for the modernization and/or renovation of the Community Center kitchen project, what to leave as-is, replace or repair after discussion with Department on Aging.
 - c. Discuss projected costs of completed project.
2. Bidding Process:
 - a. Work with County to create detailed scope of work, specifications, construction documents, terms and conditions or any other need that should be detailed out in the document for the kitchen contractor bidding process. This shall comply with all safety code, food safety and local law requirements.
 - b. Scope should include all other requirements for completion of the Kitchen Expansion project, not limited to permit work, work site information, safety work, time of work allowed, inspections, quality assurance, etc.
 - c. Maintenance Service Coverage specifications.
 - d. Assists in identifying qualified and certified contractors.
 - e. After the County released the bid:
 - i. Attends pre-bid meeting and/or mandatory walk through.
 - ii. Responds to bidder inquiries, assists in addendums when necessary.
 - iii. Assists County in evaluation of bids, makes recommendations for approved or accepted proposals, provides spreadsheet of analysis of bid proposals, attends interviews and/or county discussions (virtually or in person) if necessary.
 - iv. Makes written recommendation to award bid/contract in order of preference for best value of services.

3. Construction:

- a. Ensure that the kitchen contractor provides qualified contractors for all physical labor, provide adequate equipment to perform the work and comply with all requirements.
- b. Provide appropriate assistance for applications and permitting requirements under the law.
- c. Reviews shop drawings for compliance with project as well as codes.
- d. Conduct at least one (1) site visit to evaluate work in progress.
- e. Create punch list for work not yet completed.
- f. Approve payment request based on predetermined benchmarks.
- g. Ensure final inspection by state inspector is completed.
- h. Final testing and acceptance before final payment.

Minimum Qualifications:

1. Minimum five (5) years' experience in related industry.
2. References of the last five (5) consulting services for the projects similar in size and capacity to the Bay County Department on Aging central kitchen expansion.

CONTENT OF SUBMISSION PACKET:

The proposed Contractor shall submit the following:

- Bid Response Cover Sheet
- Bidders Check List
- Certification (provided as Attachment A)
- Background:
 - Concise history of your qualifications
 - List any certifications.
- References
- Certification (provided as Attachment A)
- Fee Envelope (one copy required)

QUALIFICATIONS-BASED SELECTION (QBS) PROCESS TO BE USED

The *Bay County Purchasing Policy* provides for the use of a Qualifications Based Selection (QBS) Process. This fair and rational procedure facilitates the selection of professional services based on qualifications and competence in relation to the scope and needs of the particular project. The committee is charged to implement the QBS process and provide recommendations to the Bay County Executive and Bay County Board of Commissioners. Members of a QBS committee will review materials submitted by each person, compare, and rate them according to the selection requirements stated in this QBS.

The QBS process to be used for this project involves several steps:

1. Bay County identifies the general scope of the work.
2. A selection schedule is established.
3. Qualification documents are requested.
4. Qualification documents are evaluated.
5. A short list of proposers who receive a maximum of 75% of potential points is prepared for further consideration with the top three proposer(s) being interviewed and evaluated.
6. Interviews are conducted.
7. Individuals are ranked for selection.

8. A contract is negotiated with the top ranked individual.
 - a. If an agreement cannot be reached, those negotiations are ended and negotiations are begun with the second ranked individual and so on down the line, until agreement is reached and an individual selected.
9. All individuals involved receive post-selection communications.

GENERAL INFORMATION:

1. **CHANGES TO RFQu:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Assistant Purchasing Agent, Jessica Foss, only. Firms shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential firms by e-mail.
2. **CONTACT INFORMATION:** To receive future communications related to this RFQu, possible firms are asked to immediately send contact information by email to Jessica Foss, Bay County Assistant Purchasing Agent, at purchasing@baycounty.net; failure to do so may limit your ability to submit a complete, competitive proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFQu, Firm agrees to be bound by this RFQu's terms and conditions. Proposals may be withdrawn by the Firm without penalty at any time before notification that the Firm's Proposal has been selected. However, if the Firm withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Firm shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Firm's payment of the Liquidated Damages shall be Firm's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Firm's Proposal.
4. **RFQu, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFQu or receipt of Qualifications by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** The County is a tax-exempt entity. A tax-exempt form will be provided to the successful firm.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, the County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in the proposals may be subject to FOIA requests.
7. **INSURANCE:** The Firm shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Firm's services related to this RFQU and any resultant contract, whether such service be by the Firm individually or by anyone directly or indirectly employed

by Firm, or by anyone for whose acts Firm may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:

- a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute.
- b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident.
- c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance, or use of a motor vehicle with liability limits of not less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.
- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Firm's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
 2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
8. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, firm agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Firm shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.

9. **COST OF DEVELOPING PROPOSAL:** The Firm shall be responsible for all costs incurred in the development and submission of its Proposal.
10. **QUESTIONS:** All questions about this RFQu must be received by **September 8, 2023, 5:00 p.m.** in writing, via email, to:

Jessica Foss
Assistant Purchasing Agent
purchasing@baycounty.net

Every attempt to answer your inquiries will be made, however Bay County reserves the right to not answer any questions received after the **September 8, 2023**, due date.

Responses to any inquiries will be issued in one (1) Addendum no later than **September 15, 2023**, and will be sent to all known firms.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed to those County employees designated above for appropriate review and response. In addition, the person listed above will issue all valid responses and changes to this RFQu. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desired by a firm regarding the meaning or interpretation of the Request for Qualifications must be requested with sufficient time allowed for a reply to reach all prospective firms to submit their qualifications. Any information given to a prospective firm concerning the Request for Qualification will be furnished to all prospective firms as an amendment or addendum to the Request for Qualification if such information would be of significance to uninformed firms. The County shall make the sole determination as to the significance to uninformed firms.

11. **RESPONSIBILITY:** Firms are solely responsible for ensuring their bid is received by Bay County Purchasing in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay County Purchasing shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of qualification shall be made to Bay County Purchasing, Bay County Building, 7th Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

12. **QUALIFICATION DELIVERY:** Qualifications must be returned no later than **September 22, 2023 @ 3:00 PM.** in a sealed envelope clearly marked **“BAY COUNTY KITCHEN EXPANSION - DELIVER TO PURCHASING IMMEDIATELY.”** Please provide eight (8) printed copies of the submission. The submissions may be hand delivered or sent by mail to Bay County Purchasing Office, Bay County Building, 7th Floor, Bay City, Michigan 48708.

The County will not accept proposals sent by FAX machine or E-mail.

13. **QUALIFICATION OPENING:** There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7th Floor, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the proposals read.
14. **QUALIFICATION REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
15. **QUALIFICATION AWARD:** In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all firms of her intent to award the proposal to the Firm providing the best value to the County.
16. **CONTRACT:** The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the County. In submitting a proposal, the firm acknowledges that the contents of the RFQu will become incorporated within any formal agreement. This RFQu does not include every term and provision which shall be included in the formal agreement. In the event that the firm fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected firm, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a firm's suggested terms and conditions may be submitted with firm's Qualifications, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFQu shall be construed as any definitive acceptance by the County of Firm's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFQu, and last, the Firm's Proposal.

17. **DISPUTES:** In the event a firm disagrees with the recommendation of the Bay County Finance Officer concerning this award, the firm may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to Jessica Foss, Bay County Assistant Purchasing Agent, Bay County Purchasing Division, 7th Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

ADA ASSISTANCE:

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson
Corporation Counsel
Bay County Building
515 Center Ave. 4th Floor
Bay City, MI 48708-5128
(989) 895-4098
(989) 895-4049 TDD

Frances Moore, Purchasing Agent
Bay County Finance Department
Purchasing Division
Bay County Building
515 Center Ave. 7th Floor
Bay City, MI 48708
purchasing@baycounty.net

THIS QUALIFICATION PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE

www.baycounty-mi.gov

Bid Response Cover Sheet

ALL BIDS MUST INCLUDE THIS COVER SHEET (OR THIS SHEET REPRODUCED ON LETTERHEAD) AS A COVER SHEET OR PAGE ONE (1) OF THE BID

TO: County of Bay
515 Center Ave, 7th Floor
Bay City, MI 48708

FROM: _____

Company Name

an individual,

a corporation

(Please mark appropriate box),

Duly organized under the laws of the state of: _____

The undersigned, having carefully read and considered the Request for Qualifications (RFQu) for Department on Aging Kitchen Expansion, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached Submission, including, by reference here, the County's RFQu document. Submissions must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

BY: _____
(Signature of authorized representative)

(Please Print Name and Title)

PRINCIPAL OFFICE ADDRESS:

Street Address: _____

City: _____

County: _____

State _____

Zip Code: _____

Telephone: _____

Fax: _____

Email: _____

TIN #: _____

UEI #: _____

**BAY COUNTY
PURCHASING DIVISION
BIDDERS CHECK LIST**

	YES	NO
1. I have read ALL the instructions and specifications.	_____	_____
2. I have read and acknowledge the information contained in the "General Information" section of the Bid.	_____	_____
3. I have filled in ALL the required documentation.	_____	_____
4. I have provided all required information per the guidelines specified within the bid document.	_____	_____
5. I am an officer of the company.	_____	_____
6. I have the authority to obligate my company.	_____	_____
7. I am returning the signed ORIGINAL and specified number of copies required per the bid document.	_____	_____
8. I have organized and labeled the bid per instruction.	_____	_____
9. I have retained a copy of the submission.	_____	_____
10. I have properly labeled the external envelope.	_____	_____
11. If successful, the "Insurance Requirement Certificate" from an insurance company licensed to do business in the State of Michigan will be provided within ten working days after Notification of the award.	_____	_____
12. I have provided the necessary information for the person responsible for follow-up.		

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone Number: _____ Fax Number: _____

E-mail Address: _____

Date: _____

NON-BIDDERS FEEDBACK FORM

Bid #: 2023-16

If you are not submitting a bid for this Bid, please indicate the reason(s) by checking off one or more items below and email this form to purchasing@baycounty.net.

- _____ Unable to bid at this time but would like to receive future bid requests.
- _____ Service(s) or material(s) not provided by our firm.
- _____ Service(s) or material(s) we offer do not fully meet all the requirements specified.
- _____ We cannot meet the timetable required.
- _____ Insufficient time allowed for preparation and submission of bid.
- _____ Specifications not clearly understood or applicable as follows: (ex. too vague, too rigid, etc.)
- _____ Other: _____
- _____
- _____

Please remove our name from your bidders list for _____ This commodity group
 _____ These item(s) or material(s)
 _____ All bids

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Email: _____

Phone: _____ Date: _____

CERTIFICATION

The individual signing below certifies:

1. He/She is fully authorized to submit this Proposal, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. He/She has been duly authorized to act as the official representative of the bidder to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This Proposal was solely developed and prepared without any collusion with any competing Proposer and/or Bay County employee and Bidder has not entered into any type of agreement of any nature to fix, maintain, increase or reduce prices or competition regarding the items covered by this Proposal.
4. The content of this Proposal has not and will not knowingly be disclosed to any competing or potentially competing proposer prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a Proposal has been made.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Company Address: _____

Phone: _____ Fax: _____

Email: _____

Date: _____