



**University of Michigan
Health System**

Request for Proposal # H-AE-2019

For

Architectural & Engineering Services



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Section 1: INTRODUCTION

This Introduction section is intended as an explanatory overview only and not intended as detailed specifications. Additional details and specifications are included in the sections that follow (see specifically Sections 5, 6, and 7) and in the Agreement, (Attachment A).

1.0 Purpose of this Request for Proposal (RFP). The University of Michigan (the “University”) intends to establish an Agreement for Architectural & Engineering Services. The University’s intention is to award multiple Agreements for these services.

1.1 Service Area. The primary service area for this RFP is The University of Michigan Hospitals and Health Centers, however service may be required at additional locations.

1.2 Term of Agreement. The term of the Agreement will be for two (2) years with the option to extend for two (2) additional one-year periods. The anticipated Agreement period will begin May 1, 2019 and continue through April 30, 2021 or until all services ordered prior to the ending date have been satisfactorily delivered. For additional term provisions, please refer to the Agreement, Professional Services Contract in the PDF File attachment included in the Request for Proposal email sent to you on February 15, 2019 from vijaypat@med.umich.edu.

1.3 Completeness and Compliance. In the initial phase of the evaluation, proposals will be reviewed for completeness and compliance with all requests and requirements, including proposal instructions, specifications, and terms and conditions of the Agreement. Proposals that fail to comply with the essential requests and requirements of the RFP may be rejected as non-responsive and eliminated from further consideration. Suppliers should understand that Agreement terms, conditions and technical specifications do not fully identify nor completely define the University’s service requirements and satisfaction. The successful Supplier shall be expected to work closely with the University’s designated representative(s) to administer an effective and efficient program resulting in high overall customer satisfaction.

Section 2: SCHEDULE OF EVENTS

The approximate timelines relative to this RFP are provided below.

Activity	Due Date
Request for Proposal issued	February 15, 2019
Deadline for submission of Supplier written questions. Supplier to submit questions by a MS Word document to vijaypat@med.umich.edu.	February 22, 2019
Response to questions by the University (estimated) – Responses to questions will be forwarded to Supplier recipients via email.	March 1, 2019
Intent to respond due date	March 5, 2019
Deadline for Submission of Proposals – Hardcopy required.	April 1, 2019 5:00p.m.



Section 3: PROPOSAL INFORMATION AND PROCESSES

The section includes instructions on the format Suppliers must follow in preparing and submitting their proposals. This section further identifies how questions can be raised and will be addressed. Finally, this section identifies the specific rights reserved by the University and other restrictions imposed on the RFP Process.

3.0 **Compliance with Specifications.** Suppliers are required to respond to all requests identified in this RFP and the included contract and attachments, indicate their acceptance or objection to the terms of the Agreement. The University intends to use the Agreement (Attachment A) for any agreement resulting from this RFP. Any exceptions to the terms and conditions in the Agreement must be clearly indicated in your response to this proposal. The Agreement is to be signed upon award. The Supplier must minimally indicate its ability to comply with each requirement, by indicating, “Complies” in the space provided. For consideration, Supplier must meet all specifications indicated.

3.1 **Intent to Respond.** The “*Intent to Respond*” Form, **Attachment B**, must be completed and received by **Contracts and Procurement** at the address specified in Section 3.4.1 on the date set forth in the Schedule of Events. Receipt of the *Intent to Respond* form will ensure that the Supplier will receive copies of any additional information or addenda. **The Intent to Respond form must be e-mailed to vijaypat@med.umich.edu containing all elements of the Intent to Respond form will be accepted.**

Suppliers may revoke their *Intent to Respond* form at any time prior to the due date of the proposals (see Section 2: Schedule of Events).

3.2 **Decline to Offer.** Any firm which received a copy of the Request for Proposal, but which declines to make an offer is requested to send a formal “*Decline to Offer*” to the issuing office by using the *Intent to Respond* form. Failure to respond as requested may result in the Supplier’s removal from consideration on future requirements.

3.3 **Required Proposal Format.** While there is no intent to limit the contents of a proposal, the proposal should conform to the format outlined below to ensure that all pertinent information necessary for evaluation is included and in the same format to facilitate review.

For each item under Sections 4, 5, & 6, please first list the University's request or requirement and then list your response below it. Responses must be in the same numerical format and order as the requirement you are responding to. You may use the electronic copy of this RFP and insert your responses into it under each requirement.

Tab 1 **Table of Contents/Page Identification.** Include a Table of Contents and number the pages in the proposal consecutively. Attachments should be numbered and labeled separately.



Tab 2 Introduction. This should consist of a concise non-technical summary providing a management overview of the proposal that outlines the Supplier's approach to meeting the University's requirements.

Tab 3 Supplier Information. Suppliers are to answer each request in *Section 4: Supplier Information*. If desired, Suppliers can also include any additional information regarding this program, additional benefits or incentives not included in other sections. Suppliers must include any request for modifications to the requirements in *Section 4*.

Tab 4 Specifications/Qualifications. Suppliers are to respond to each specification/requirement in *Section 5: Specifications/Qualifications*. Suppliers must include any request for modifications to the requirements in *Section 5*.

Tab 5 Pricing Information. Suppliers are to address each assumption or requirement in *Section 6: Pricing Information*. Suppliers must include any request for modifications to the requirements in *Section 6*.

Tab 6 Agreement. Suppliers are to address each term and condition in *Attachment A: Agreement, including any required Supplemental Terms and Conditions*. Suppliers must include in this section any objections or request for modifications to the Agreement. Include all information and documents request in Section 7, if not already provided elsewhere. The Agreement is to be signed upon award.

Tab 7 Alternative Proposal. Supplier must submit any alternative proposals to this request under Tab 7 and not in any of the above Tabs.

Tab 8 Signature Page. Supplier must complete Section 9: Signature Page.

3.4 Requirements for Return of Proposal Responses. Supplier must submit the following:

- **one (1) signed printed original**
 - **two (2) printed copies**
 - **one (1) electronic copy emailed to vijaypat@med.umich.edu**
- Each of the required copies must include all the elements specified in this RFP and comply with the format specified above in 3.3.

3.4.1 Proposals must be received (1) by the time specified in the Schedule of Events and (2) at the office indicated below. Carefully review the Schedule of Events in Section 2 for due dates for submittal of important documents and for the University's response dates. Each Supplier is solely responsible for the timely delivery of its proposal. Failure to meet the proposed due date and time shall be grounds for rejection. **Receipt of the Proposal by the University mail system does not constitute receipt of a proposal by the University of Michigan Contracts and Procurement.**



(1) A Supplier's proposal is due no later than 5:00 p.m. local time on April 1, 2019 and must be returned to:

(2) Vijay Patel
Procurement Agent
The University of Michigan
Contracts and Procurement
2500 Green Rd., Ste. 100
Ann Arbor, Michigan 48105-0791
Ph: 734-764-0209
Fax: 734-763-9889
E-mail: vijaypat@med.umich.edu

3.4.2 A Supplier may withdraw a proposal prior to the closing time. After the due date, submitted proposals constitute an offer by the Supplier and shall remain irrevocable for a period of 120 days.

3.4.3 Faxed, e-mailed or late responses will not be accepted.

3.4.4 A legally authorized representative of the Supplier must sign the proposal.

3.4.5 The ability of the University to "open" all electronic information submitted must be verified by the University of Michigan **Contracts and Procurement** prior to being accepted.

3.5 Questions and Clarification. Any questions regarding this request must be directed, in writing, to vijaypat@med.umich.edu. All questions must be submitted by **2/22/2019**. Questions submitted after this deadline, do not require a response by the University.

3.5.1 A Supplier is expected to raise any questions, exceptions, or additions they have concerning the RFP document. If Supplier discovers any significant ambiguity, error, conflict, discrepancy, omission, or other deficiency in this RFP, Supplier should immediately notify the above named individual of the deficiency and request modification or clarification of the RFP document.

3.5.2 Questions and answers will be provided via e-mail.

3.5.3 In the event that it becomes necessary to provide additional clarifying information or to revise any part of this RFP after [insert date], revisions/amendments and/or supplements will be provided to only those suppliers that have submitted the Intent to Respond, Attachment B.

3.6 Supplier Presentations.

Selected suppliers **may be** required to make oral presentations. Failure of a supplier to conduct a presentation on the date scheduled may result in rejection of the supplier's proposal. In addition, the University may decide to make site visits to the selected suppliers' sites.



3.7 Rights Reserved by the University and Restrictions on RFP Process.

- 3.7.1 The University reserves the right to reject any or all proposals, including by way of example only and without limitation, any proposal that does not contain all the requested information.
- 3.7.2 The University reserves the right to negotiate with any Supplier considered qualified or to make an award without further discussions. The University highly recommends that a Supplier's initial proposal reflect Supplier's terms most favorable to the University.
- 3.7.3 The University reserves the right to waive any irregularity in any proposal received.
- 3.7.4 The University reserves the right to negotiate with any Supplier(s) and to arrive at its final decision and/or to request additional information or clarification on any matter included in the proposal,
- 3.7.5 The University reserves the right to select the most responsive Supplier(s) without further discussion, negotiation, or prior notice.
- 3.7.6 The University may presume that any proposal is a best-and-final offer.
- 3.7.7 The University reserves the rights to award in part, in whole, or not at all.
- 3.7.8 The University will not pay for any information requested nor is it liable for costs incurred by the Supplier in responding to this request. Elaborate proposals (e.g. expensive artwork) beyond that sufficient to present a complete and effective proposal are not necessary or desired.
- 3.7.9 Any discussions with University personnel, other than as listed above, regarding this RFP while the RFP is in progress (from the time Supplier receives this RFP until final award is made) are strictly prohibited. Such contact and discussion may result in disqualification of Supplier's proposal.
- 3.7.10 The University is the sole owner of all data and information contained within the Request for Proposal document and accompanying attachments. Supplier shall use this information exclusively to prepare a proposal. Supplier should not disclose this information to any other firm or use it for any other purpose unless required by law or legal process.
- 3.7.11 Supplier proposals will be opened and reviewed at the convenience of the University; there is no public opening.



3.7.12 All proposals submitted become the property of the University; they will not be returned and may be subject to disclosure under the STATE OF MICHIGAN FREEDOM OF INFORMATION ACT (“FOIA”) or other legal process. As such, proposal may be released to third parties, without prior notice to Supplier, as required to comply with legal requirements.

3.8 Supplier Gift and Gratuity Policy. University employees are prohibited from accepting any gifts, services or gratuities from suppliers or potential suppliers. Respondent and supplier conformance to this standard is expected.

Section 4: SUPPLIER INFORMATION

Suppliers are required to address all the requests below and to provide samples when appropriate. If providing an attachment, Supplier must clearly identify the request number for each response.

4.0 General Corporate and Contact Information.

4.0.1 Provide (1) the legal name of Supplier’s firm, (2) the legal form of Supplier’s firm (3) the state or county where organized, (4) the address of Supplier’s principle place of business, (5) website address, and (6) an organizational chart and description of major business ventures.

4.0.2 Provide the contact information for the person responsible for this proposal including (1) name (2) title (3) address (4) telephone number (5) fax and (6) email address.

4.0.3 If different from the contact information provided above, provide the contact information for the individual duly authorized to enter into an Agreement on behalf of Supplier.

4.1 Supplier Experience.

4.1.0 Indicate how long Supplier has been performing the services or selling the products requested in this RFP.

4.1.1 Provide a corporate history/management summary showing that Supplier and/or its officers have been engaged for a minimum of three (3) years in providing similar services or products as requested in this RFP.

4.1.2 Provide a description of Supplier’s qualifications to meet Specifications and provide the Services/Products requested in this RFP, including a history of Supplier’s prior experience in this area.

4.1.3 Describe any specific *growth* in this service/product area over the past three (3) years.



- 4.1.4 Describe any specific restructuring, mergers and/or downsizing with Supplier's firm that have occurred during the past three years or is anticipated in the next three years, noting potential impacts to the Services/Products contemplated by this RFP.
- 4.1.5 Provide information relating to Supplier bankruptcies or reorganizations due to financial hardship.
- 4.1.6 Does Supplier's firm partner with any other suppliers for the delivery of Services/Products requested by this proposal? If so, please explain each partner, the nature of the relationship and services/products provided.

4.3 Supplier Relationships or Potential Conflicts with the University.

- 4.3.1 Describe any business relations that Supplier currently has or has had with the University; include relationships any parent, subsidiary, or other affiliate company may have with the University.
- 4.3.2 Please indicate if any employees, officers, directors, members, agents or consultants of Supplier are also an employee of the University. Please refer to the University's Conflict of Interest Policy available on the Internet at the following address: <http://www.umich.edu/~purch/purch/legal.html>

4.4 Supplier Client List/References.

- 4.4.1 Provide at least three (3) references, not including the University, identifying clients with requirements similar to those of the University. At a minimum, please provide the name of the client, contact person, and a telephone number for such references. The University reserves the right to contact additional references not provided by the Supplier. Preference may be given for those references that are most similar in profile and type requested.
- 4.4.2 Please list any clients that have terminated the same or similar Services in the past 24 months. Include the contact name, title, phone number, size of account, date client became a customer and date(s) of termination. Explain why client(s) terminated.

4.5 Code of Conduct for University of Michigan Vendors.

The University of Michigan has a longstanding commitment to sound, ethical and socially responsible practices. To ensure that such practices are codified for the University's vendors, the President's Task Force on Purchasing Ethics and Policies has developed a Code of Conduct for University of Michigan Vendors. The Code of Conduct can be found at: www.umich.edu/~purch/news/code.pdf

To promote socially responsible purchasing, UM and vendors will aspire to follow the Code of Conduct. The Code of Conduct is not a contractual document but preference may be given to suppliers, when all other criteria are equal, who demonstrate compliance with the Code.



- 4.6 The University of Michigan encourages bidders to become involved in our Supplier Diversity Program. Supplier Diversity includes businesses that qualify as Small Disadvantaged Business (SDB), Women-Owned Business Enterprises (WBE), HubZone, or Veteran Owned Business Enterprises, ADA (American Disability Act). To qualify as one of the above business classifications your company must be more than 50% owner, controlled and actively managed by a person meeting those requirements.
- 4.6.1 State your company’s status: (_____ Small Business) (_____ Large Business) (_____ SDB) (_____ WBE) (_____ HubZone) (_____ Historically Black College/University) (_____ Veteran Owned) (_____ Service Disabled Veteran Owned) (_____ ADA)
- 4.6.2 Does Supplier’s business currently have a Supplier Diversity Program in place?
Yes _____ No _____
- 4.6.3 If Supplier answered “yes”, please provide the name and telephone number of Supplier’s Program Coordinator _____.
- 4.6.4 Identify any and all Second Tier Business Relationships or First Tier Business Relationships Supplier has with Minority, Women, and Handicapped Owned and operated businesses.
- 4.7 Value Added Services. Describe, in detail, other value-added services available to the University but not necessarily addressed. Supplier may offer additional products or services. The University shall determine which value-added service options shall be most beneficial from both a cost and service standpoint, and may further negotiate these options to include or omit dependent on the needs of the University.
- 4.8 Relevant Litigation/Investigations. Describe any current lawsuits, legal actions or governmental investigations against your company including, but not limited to, parties of dispute, any equipment affected, cause of action, jurisdiction and date of legal complaint. Include in this section any problems that your firm or its personnel have experienced pertaining to training, licensing or certification in the past five (5) years.

Section 5: SPECIFICATIONS/QUALIFICATIONS

Suppliers are required to meet the Specifications and Qualifications outlined in the included contract (Attachment A) and additional contract attachments (exhibits). The Supplier must minimally indicate their ability to comply with each specification or condition listed in the attached contract and exhibits by indicating, “COMPLIES” below each condition or requirement. **Any objections to any of the conditions or requirements in the attached contract documentation must be clearly noted and will be taken into consideration during the awarding of contracts.**



Section 6: PRICING INFORMATION

Supplier must identify all costs, fees or charges for which the University may be billed. Costs not indicated in your proposal will not be paid.

BILLING RATE SCHEDULE

(Design Professional Name and Address)

Design Professional Billing Hourly Rates

<u>CLASSIFICATION</u>	<i>Flat Billing Rate</i>
Principal in Charge	\$ _____
Project Manager	\$ _____
Project Architect	\$ _____
Senior Architect	\$ _____
Architect	\$ _____
Intern Architect	\$ _____
Project Engineer	\$ _____
Senior Engineer	\$ _____
Engineer	\$ _____
Intern Engineer	\$ _____
Project Interior Designer	\$ _____
Senior Interior Designer	\$ _____
Interior Designer	\$ _____
Intern Interior Designer	\$ _____
Senior CADD Technician	\$ _____
CADD Technician	\$ _____
Intern Technician	\$ _____
Administrative Support	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

These rates are to be valid May 1, 2019 through April 30, 2021.

6.0 Price/Fee Increases. The University reserves the right to accept or reject all or any parts of Supplier’s subsequent proposal to increase a price. Prices will be firm for the initial term of the agreement. Should your company be considered for an extension we will also consider changes to the cost structure at that time. Any proposed price changes must be approved by the UMHS facility department. At a minimum, any proposed increases in prices will:

- Be limited to one time annually
- Will be effective only upon at least thirty (30) days prior written notice [and written acceptance by the University
- Must be supported by documentation of increased costs.



Section 7: AGREEMENT/MISCELLANEOUS TERMS AND CONDITIONS

7.0 In addition to the Specifications of Section 5 and the Pricing Terms of Section 6, any exceptions to the remaining RFP Terms and Conditions or the Agreement included as Attachment A must be clearly and completely indicated. Exceptions included may negatively impact a Supplier's proposal. In the absence of an objection, the term and condition will be deemed acceptable to the Supplier and not open to further negotiation. The University intends to use the Agreement (Attachment A) for any Agreement resulting from this RFP. The Agreement is to be signed upon award.

It is the University's position that the procurement of the Products and/or Services contemplated by this RFP does NOT qualify Supplier as a "Business Associate" of the University as defined in regulations promulgated under the Health Insurance Portability and Accountability Act of 1996, ("HIPAA"). In the event the scope of Supplier's services changes or HIPAA changes (including governmental guidance offered on HIPAA) such that the University concludes further documents must be executed to ensure the University's compliance with HIPAA, the parties agree to promptly take all actions necessary to ensure University compliance with HIPAA.

7.2 The University desires to purchase "Energy Star" compliant equipment; this shall be taken into consideration as part of the award decision. Supplier shall describe the availability of "Energy Star" compliant equipment and include manufacturer specifications as part of the Supplier's response. For more information on Energy Star, please reference the following website: www.energystar.gov

Section 8. SELECTION CRITERIA

Proposals will be evaluated on the basis of the most competitive offer considering quality of products and services offered, cost, responsiveness to the RFP requirements, and the most responsiveness in meeting those requirements.

The major criteria that will be used to evaluate proposals will include, but not be limited to, the following:

- Supplier's ability to meet the functional requirements of this RFP.
- Supplier's financial stability.
- Supplier's willingness to comply with the proposed agreement with no objections
- Supplier's commitment and experience in successfully performing similar agreements.
- Supplier's commitment to healthcare.
- Supplier's adherence to industry standards.
- Supplier's cost for performing the requirements of this RFP.
- Supplier's compliance to the schedule of events including participation in pre-bid conference, RFP review meeting and walk through if applicable.



Section 9. SIGNATURE PAGE

By virtue of submittal of a proposal, Supplier acknowledges:

- **That all of the requirements of this RFP have been read and understood.**
- **That the Agreement has been read and understood.**
- **That compliance with the Specifications/Qualifications and Agreement and any applicable Supplemental Terms and Conditions will be assumed by the University if not otherwise noted in the submittal.**
- **That Supplier is not delinquent on the repayment of any Federal debt.**
- **That Supplier is presently not debarred, suspended, proposed for debarment, declared ineligible, nor voluntarily excluded from covered transactions by any Federal department or agency.**
- **Any responses, materials, correspondence, or documents provided to the University are subject to the State of Michigan Freedom of Information Act and may be released to third parties in compliance with that Act.**
- **The individual signing below has authority to enter into this on behalf of Supplier.**

CORPORATE NAME _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

DATE: _____

ADDRESS: _____

CITY: _____ STATE: _____

ZIP CODE: _____ PHONE #: _____

TOLL FREE #: _____ FAX #: _____

EMAIL ADDRESS: _____

The Internal Revenue Code requires recipients of payments which must be reported on Form 1099 to provide their taxpayer identification number (TIN).

T.I.N. (Taxpayer Identification Number or Federal Identification Number, Social Security Number)

T.I.N. Number _____ Social Security Number _____

NOTE: If the address to submit purchase orders, remit payment or send additional request for proposals is different from the above address, please indicate those addresses on a separate sheet and include with your response.



ATTACHMENT A

Please review the included Professional Services Contract in the PDF File attachment included in the Request for Proposal email sent to you on February 15, 2019 from vijaypat@med.umich.edu

ATTACHMENT B

INTENT TO RESPOND

MEMORANDUM TO BE COMPLETED AND RETURNED BY Friday, March 5, 2019.

NOTE: Please e-mail the intent to respond containing all of the elements of the form by using the contact information below by March 5, 2019.

TO: Vijay Patel
Procurement Agent
The University of Michigan
Contracts and Procurement
2500 Green Rd., Ste. 100
734-764-0209
734-763-9889
vijaypat@med.umich.edu

RE: RFP H-AE-2019

DATE: _____

As requested, please accept this completed form as evidence of our intention to respond to this request for proposal. We have checked all items that apply:

- We have all of the information that we need in order to prepare our proposal. We will be submitting a RFP response.
- We will not be responding to the aforementioned RFP; however, we would like to be considered on future requirements.

COMPANY NAME: _____

AUTHORIZED SIGNATURE: _____

PRINT NAME: _____

TITLE: _____

PHONE #: _____ FAX #: _____

E-MAIL ADDRESS: _____