

DETROIT ZOOLOGICAL SOCIETY



DETROIT ZOO ♦ BELLE ISLE NATURE ZOO

Request for Proposals (RFP)

ARCHITECTURAL SERVICES
FILE NO. 4202015CAP

APRIL 20, 2015

Detroit Zoological Society
8450 W. 10 Mile Rd.
Royal Oak, MI 48067
Attention: Purchasing Department

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1. INTRODUCTION

1.1 Purpose

The Detroit Zoological Society (herein referred to as “DZS”) is requesting proposals from professional and experienced architectural service firms (“Contractors”) for two DZS projects; KidZone and the Bat Conservation Center. The Scope of Services (SOS) for Architectural Services will include, but is not limited to pre-design services and the development of final construction plans for new structures, building improvements and exhibit designs at the Detroit Zoo in accordance with the terms and conditions specified in this Request for Proposals (“RFP”). Each Contractor shall provide a proposal for a firm fixed-price agreement. DZS may select one or more Contractors from submitted bid proposals for this RFP to negotiate a formal agreement (a “Contract”) to complete the SOS as described in this RFP. The DZS advises prospective Contractors to read this information carefully prior to submitting a proposal. The DZS anticipates that the contractor awarded an agreement will be prepared to begin work after a signed agreement on the date and at a time determined by the DZS Purchasing Manager. The Term of the contract shall begin once it is fully executed and will expire with successful completion of the project.

1.2 Project Statement

The DZS requires Architectural Services from a firm who is an expert in the art and science of building design. The firm must have the capability to develop the concepts for structures and turn those concepts into images and plans for the DZS. The Architectural Services are required to ensure that the DZS’s buildings are functional, safe, and economical; that also suit the needs of the animals and/or people who use them. Architects may be involved in all phases of a construction project, from the initial discussion with the Construction Management (CM) Services firm acquired to ensure that the projects identified in Section 8 are complete, through the entire construction process. The Architectural Services Firm that receives the bid award for this RFP shall work as a team with the CM Services Firm acquired by the DZS. The firm may be required from time to time to work with other architectural firms, construction managers, general contractors, and specialty consultants on behalf of the DZS. The Architectural Services Firm will however report directly to the DZS Director of Planning and Construction. The successful Architectural Services Firm must be able to communicate their unique vision persuasively on behalf of the DZS. The Firm will adhere to respective building codes, zoning laws, fire regulations, and other ordinances, such as those requiring easy access by people who are disabled.

1.3 DZS at a Glance

The DZS is a non-profit organization that operates the Detroit Zoo (Zoo) and Belle Isle Nature Zoo (BINZ). The organization has over 56,000 member households, about 220 full and part-time employees, and over 1,100 volunteers, docents and gardeners who donate more than 100,000 hours of service each year. Accredited by the Association of Zoo & Aquariums, the DZS’s statement of purpose is “*Celebrating and Saving Wildlife.*”

The Zoo is the largest and one of the most beloved family attractions in Michigan with over one million visitors annually. Situated on 125 acres of naturalistic exhibits, it is home to approximately 2,500 animals representing 280 species. Major exhibits include the Arctic Ring of Life, Australian Outback Adventure, Great Apes of Harambee, National Amphibian Conservation Center and Wildlife Interpretive Gallery, among others.

The BINZ sits on many acres of undisturbed natural wetland habitat and provides year-round educational, recreational and environmental conservation opportunities for the community. It features a deer encounter, turtle exhibit with native Michigan turtles and indoor beehive allowing year-round viewing of bee behavior. Future plans include nature trails, small mammal exhibits, Great Lakes aquatic life exhibit, wetland pond and outdoor classroom.

For more information, visit www.detroitzoo.org.

1.4 Proposal Submission

One (1) signed original, (4) copies and (1) Adobe portable document format (pdf) file of the proposals must be submitted to the Detroit Zoological Society by **June 5, 2015 no later than 4:30 p.m.** (the “Deadline”). All submissions must be received at the Reception Desk of the Administration Building (or other designated depository) with the time and date stamped on the submission package prior to the Deadline (date stamp shall be provided by the DZS reception). All responses received shall become the property of DZS. Proposals must be submitted in a sealed envelope, clearly marked “**ARCHITECTURAL SERVICES**” and addressed to:

**ALICIA LINDSEY
PURCHASING MANAGER
DETROIT ZOOLOGICAL SOCIETY
8450 W. 10 Mile Rd.
Royal Oak, Michigan 48067**

Proposals must be submitted on 8 1/2" x 11" one-sided OR double-sided, double-spaced pages along with the documentation requested in this RFP (see Section 5). Supporting documentation, if any, should be attached as exhibits wherever necessary. Proposals will ONLY be accepted by mail or hand delivery – no fax or electronic submission will be considered.

Indicated below is a summary of key dates pertinent to the RFP process:

TABLE 1	
Date	Action
April 20, 2015	RFP Available
May 1, 2015	Pre-proposal Conference and Site Visit
May 15, 2015	Deadline for Submitting Questions
May 22, 2015	DZS Response to Questions
June 5, 2015 no later than 4:30 p.m. EST	Proposals Due
Week of June 8, 2015	DZS begins its review of proposals
Week of June 22, 2015	Invitation to Contractors regarding oral presentations
Week of June 29, 2015	Award Decision
July 2015	Contract Negotiations

1.5 Questions Regarding RFP

Questions regarding the RFP process should be directed by e-mail to the Purchasing Department’s email, purchasing@dzs.org no later than the date specified in the aforementioned table (Table 1). Questions must be for clarification purposes only. Only questions received by the deadline indicated will be answered.

2. GUIDELINES

2.1 Late Proposals

Late proposals may be returned to the respective Contractor(s) unopened and will not be considered. Each Contractor assumes responsibility for the timely submission of a complete proposal. DZS will not be responsible for unmarked/improperly marked responses or for responses delivered to an incorrect location.

2.2 Withdrawal or Modifications of Proposals

Any proposal may be withdrawn or modified by a written request signed by the Contractor and received by the Purchasing Department prior to the Deadline.

2.3 Contract Negotiations

Proposals shall remain firm for one hundred twenty (120) days from the Deadline. After evaluation of the proposals, DZS may choose one or more candidates to negotiate a Contract. Any Contract will include at a minimum the requirements and SOS described in this RFP.

2.4 Reservation of Rights

2.4.1 DZS reserves the right to accept or reject any and all proposals, to call for new proposals, and to award the contract to any Contractor in its sole and absolute discretion.

- 2.4.2 DZS will evaluate proposals based upon a number of factors, including, but not limited to, a comprehensive understanding of the overall service needs of the DZS, the Contractor's ability to satisfy those needs and the services to be provided. The lowest-priced proposals will not necessarily be selected.
- 2.4.3 The Contractor selected pursuant to this RFP shall not by virtue of its selection have the right to be the sole source of the specified services for the DZS.
- 2.4.4 This RFP does not constitute an invitation to bid, an offer to enter into any contract and does not commit DZS to award any contracts to any Contractor.

2.5 Services Required

All service requirements relevant to this RFP are provided in the "Scope of Services" which accompanies this RFP as Section 7. DZS will select any combination of proposals that it determines will best meet its needs.

2.6 Proposal Costs

The DZS or its affiliates shall not be liable for any costs incurred by any Contractor in the preparation of its proposal.

2.7 Written Addendum/Amendment to RFP

In the event it becomes necessary to add to or revise any part of this RFP, a written addendum/amendment will be provided to each Contractor to whom the DZS initially sent copies of this RFP. Copies of any such addendums may be examined by appointment at the DZS's Administration Office during regular business hours.

2.8 News Releases

News releases pertaining to this RFP or the services it describes shall not be made without prior DZS approval from the DZS Communications Director, and then only in coordination with the DZS.

2.9 Confidentiality

Contractor may receive and possess Confidential Information (as defined below), related to DZS and its operations. Contractor acknowledges and agrees that it shall treat all Confidential Information in a confidential manner, not use any Confidential Information for its own or a third party's benefit and not communicate or disclose, orally or in writing, any Confidential Information to any person, either directly or indirectly, under any circumstances without the prior written consent of the DZS. For the purposes of this RFP, the term "Confidential Information" shall include the terms of this RFP, all proprietary information related to the DZS and its operations, including, but not limited to, management, budget, processes, ideas, techniques, methods, products, services, research, pricing, purchasing, marketing, selling, customers, Contractor and all information which Contractor has a reasonable basis to believe to be Confidential Information. Notwithstanding this section, Contractor may disclose Confidential Information if required (and then only to the extent required) by applicable law; provided, however, that prior to any such disclosure, Contractor must provide DZS with written notice of such pending disclosure sufficiently in advance so as to allow DZS a reasonable opportunity to contest such required disclosure. This clause shall apply to Sub-contractors as well.

2.10 Non-Collusion

Each Contractor shall hold all information provided in its proposal in confidence and shall not reveal its proposal to or discuss its proposal with competitors until all relevant contracts pursuant to this RFP have been awarded. By the submission of one or more proposals, the Contractor represents and warrants (and in the case of a joint proposal, each party certifies as to their own organization) that in connection with the proposals:

- 2.10.1 The prices or other information stated in the proposals have been arrived at independently, without consultation, communication or agreement with any other Contractor for the purpose of restricting competition;
- 2.10.2 The prices or other information stated in the proposals have not knowingly been disclosed by the Contractor and shall not knowingly be disclosed by the Contractor prior to the award of any contracts;

2.10.3 No attempt has been made nor will be made by the Contractor, for the purpose of restricting competition, to induce any other person or Contractor to submit, or conspire with any other parties to restrict or otherwise manipulate prices or competition relating to this RFP or any resultant contracts.

2.11 Subcontracting

Contractor will provide all subcontractors' names, subcontractor's officer (owner), address and telephone number(s) for all subcontractors who may be involved in providing a service to complete the SOW identified in this RFP. The type of services provided by the subcontractor for the Project and unit price information must be identified as well. The DZS is not responsible for making payments to subcontractors on behalf of the Contractor. Communication regarding subcontractor payments and responsibility pertaining to the SOW for this RFP will be the sole responsibility of the Contractor.

Contractor will make best efforts to ensure that all contractual work shall have a t least 30% MBE/WBE/DBE (Minority Business Enterprise, Women Business Enterprise and Detroit-based Business Enterprise).

2.12 Statement of Conflicts of Interest

Contractor shall provide a statement in its RFP response identifying all personal and organizational conflicts of interest, with the DZS personnel or affiliates, involving the Contractor or its staff, directors, partners, or joint venturers with respect to the work to be performed under the Contract(s) proposed in this RFP, and how the Contractor suggests those conflicts of interest can be resolved. If the Contractor knows of no such conflicts of interest, then it shall so state. In either case, the Contractor shall state that it shall avoid all such conflicts of interest up to and during the term of any proposed contract(s).

3. INSURANCE REQUIREMENTS

3.1 Contractor and any Sub-Contractor utilized by Contractor shall maintain in force at all times during the term of an agreement with the DZS, insurance of the types customary to Contractor's field of service with minimum coverage levels as follows:

TYPE	AMOUNT NOT LESS THAN
Worker's Compensation	\$500,000.00
Commercial General Liability Insurance (Broad Form Comprehensive)	\$1,000,000.00 per occurrence \$2,000,000.00 aggregate
Automobile Liability Insurance (covering all owned, hired and non-owned vehicles with personal and property protection insurance, including residual liability insurance under Michigan no fault insurance law)	\$1,000,000.00 combined single limit for bodily injury and property damage (for Contractor(s) vehicles utilized on DZS grounds)
Professional Liability Coverage (the additional insured provision does not apply contracts with Architects, Architectural Firms, Engineers or Engineering Firms)	\$1,000,000.00 per occurrence

3.2 The DZS shall be a named insured on the Commercial General and Automobile Liability insurance policies and the certificate of insurance must be issued by an insurance company acceptable to the DZS on the proper ACORD form, including the following provisions:

3.2.1 The insurer will not cancel or non-renew the insured's coverage without giving thirty (30) days prior written notice to the DZS, and

3.2.2 The DZS, it officers, agents, employees, and affiliates are included as insureds, but only with respect to work performed for the DZS under this Agreement.

3.3 The Contractor and any Sub-Contractor agrees that the insurance required herein will remain in effect at all times during the Term. In the event said insurance coverage expires at any time or times during the term of this Agreement,

the Contractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the Term. New certificates of insurance are subject to the approval of the DZS, and the Contractor agrees that no work or Services shall be performed prior to such approval.

- 3.4 The DZS will not be responsible for any premiums, deductibles, or assessments on any insurance policies required by Contractor or Sub-contractor under an Agreement.

4. PROPOSAL EVALUATION AND REWARD

4.1 Proposal Determination

Provide the information indicated in the table below of Section 4.1 in your proposal response. Each question will be scored against an ideal response which, in the opinion of the Selection Committee, would receive the maximum number of points possible, as indicated herein. **The content of all proposals must follow the same order indicated in the table below.** The top three or four scoring firms may be invited to deliver an oral presentation.

#	Required Information (Criteria)	Points
1	Cover letter confirming that your firm's submittal is in response to this RFP and that your firm agrees to enter into a contract if selected.	0
2	Identify your firm's full legal name (as it appears on your firm's tax return), address, phone, fax, e-mail address and website. Include an organization chart of the company. Identify names, titles and positions.	1
3	Provide the address of the office that will manage this Project.	1
4	Identify your firm's general qualifications and experience managing projects of similar size and type. List up to five projects and provide contact information for the owner. Identify the percentage of completion for each project and if the project was completed within the timeframe requested. Provide a one page description of your firm's overall expertise in designing animal conservation centers, children's zoos, and state of the art sustainable facilities and habitats. Provide copies of applicable licensing and certification documentation.	20
5	Identify your firm's unique qualifications to perform on this Project?	5
6	How does your firm define a special or unusual situation? Provide two examples of special or unusual situations, and what was done to overcome the circumstances (limit – 2 pages excluding an optional 1 page diagram).	3
7	Provide a project outline and identify what key milestones would be for the project.	3
8	Identify the manner that subcontractor bids are solicited and awarded. Identify the types and qualifications of the consulting work required for this Project.	3
9	Provide reference and contact information for the project owner. Identify your project team, their roles, responsibilities and everyday interaction with your project team. Please provide resumes of key team members. Identify the job classification and labor rates you will bill to the DZS if your firm receives the bid award.	1
10	What does your firm require of the DZS as a customer?	1
11	What external delays may affect the project and how can they be avoided in advance?	3
12	What is your firm's conflict resolution approach?	1
13	Identify your firm's process for assuring the Project cost is within scope and budget, as well as completed on time. Please prepare a detailed cost proposal that shall include a lump sum cost for design that includes reimbursable through construction documents and administration. Labor hours and extended billing rates per classification of personnel must be indicated for each task and/or sub-task defined (Please refer to Attachment B).	20
14	During the past five (5) years did your firm fail to fulfill the terms of a contract?	3
15	During the past five (5) years has your firm been assessed MIOSHA fines in the serious, repeat or willful category? If yes, provide circumstances, number of instances, and the amount of fine(s).	5
16	Do you anticipate that your firm will be sold or have filed bankruptcy proceedings? Provide proof of financial stability (Dun and Bradstreet, A.M. Best Company, Standard and Poor's, or Audited Financial Statement) , supporting a statement that your firm has sufficient financial resources to meet payroll, equipment and supply requirements of the service needs detailed in the relevant Scope of Services.	4
17	Does your firm have any outstanding claims or outstanding litigations pending?	4
18	Does your firm have experience with projects that have a fundraising component? Did your firm successfully conduct tours, project reporting and special requirements?	5
19	Does your firm have experience working on projects in a tourist destination comparable to the Detroit Zoo environment without disruption to operations and visitor experience?	5
20	What other projects is your firm currently working on that may impact your performance for the DZS project?	12
Total Points		100

5. GENERAL REQUIREMENTS FOR DESIGNER

5.1 Official Communication

All “official” inquiries, discussions or other communications pertaining to the disposition or execution of any Contract will be conducted by a minimum number of specifically designated representatives of the Designer and the DZS. The designated representatives for the DZS shall be the Director of Planning and Construction or the Chief Operating Officer (COO), unless otherwise determined by the COO. The Chief Financial Officer (CFO) may from time to time request cost updates as it relates to budgeted versus actual expenditures. The Director of Finance and the Purchasing Manager will communicate with Contractor matters that relate to the RFP process, contract negotiations and payment/invoice matters. Representatives for each party will be established prior to the commencement of a Contract and an effective chain of communication will be established.

5.2 Subcontracting

Contractor shall provide the Contractor’s name, Contractor’s officer (owner), address, e-mail address and telephone number(s) for all sub-Contractors who may be involved in providing a service to complete the SOS identified in this RFP. The DZS is not responsible for making payments to sub-Contractors on behalf of the Contractor. Communication regarding sub-Contractor payments and responsibility pertaining to the SOS for this RFP will be the sole responsibility of the Contractor.

Contractor will make best efforts to ensure that all contractual work shall have a t least 30% MBE/WBE/DBE (Minority Business Enterprise, Women Business Enterprise and Detroit-based Business Enterprise).

5.3 Project Control

5.3.1 The Contractor shall meet with selected DZS representatives on a regular basis or as determined necessary by the Director of Planning and Construction to discuss/review progress and to provide necessary guidance to resolve any conflicts or obstacles that may arise.

5.3.2 The Contractor shall also meet with the CM Services Firm along with the DZS on a regular basis or as determined by the Director of Planning and Construction to discuss pre-design elements, review drawings and to review final construction plans.

5.3.3 The Contractor shall submit brief written summaries, progress reports and drawings of the work accomplished during the reporting period, work to be accomplished during the subsequent reporting period, real or anticipated problems and notification of any significant deviation from previously agreed upon work plans. The reporting period shall be identified by the Director of Planning and Construction.

5.3.4 The Contractor shall provide a work plan within ten (10) working days of receiving notice from the Director of Planning and Construction to commence the performance of the SOS for respective projects. The work plan shall include the following information:

- a. Names and titles of personnel that may be assigned to the various projects. An updated list may be provided, as personnel changes are made, to the Director of Park Operations.
- b. Completed background checks.
- c. The project breakdown showing subprojects, costs, activities and tasks.
- d. The time-phased plan for completing the project.

6. SCOPE OF SERVICES

6.1 Pre-Design

Contractor will perform pre-design services, including, but not limited to conducting feasibility and environmental impact studies, selecting a site, preparing cost analysis and land-use studies, or specifying the requirements the design must meet. This also entails determining space requirements, researching numbers and types of potential users. Energy

studies, life cycle cost studies and project development scheduling may be required as well. The Contractor shall meet with the CM Services Firm and the DZS to acquire a description of needs.

6.2 Schematic Design

Contractor shall review alternative design approaches, complete a program and budget evaluation and provide an architectural schematic design that involves drawings and documents. The schematic design services will include, but are not limited to providing a statement of probable construction costs and interior design concepts, conduct special studies for future facilities, environmental impacts, provide special submissions or promotional presentations, provide special models, perspectives or computer presentations.

6.3 Design Development

Contractor shall provide design development drawings and documents, provide a statement of probable construction costs and interior design development. The design development services will include, but are not limited to special studies/reports for tenant space, promotional presentations, models, perspectives or computer presentations. The Contractor shall create drawings, outline specifications and estimates that further describe the size and character of various projects.

6.4 Construction Documents

The Contractor shall provide the DZS with working drawings and specifications to help describe the project work in detail. The CM will utilize the drawings and specifications for competitive bidding and for construction of a building, exhibit/structure. The Contractor shall provide a copy of final drawings and specifications to the DZS.

6.5 Bidding or Negotiation

The Contractor shall assist the CM with finding qualified bidders who are interested in completing the project. This includes ensuring that qualified bidders understand all drawings and specifications.

6.6 Construction-Contract Administration

Contractor will assist the CM from time to time with interpretation of the contract documents and to verify that the work conforms to the documents.

7. PROJECTS

7.1 KidZone: Exciting new interactive area in the Zoo that includes a Prairie Dog Exhibit, Flamingo Exhibit, play scapes, water feature splash zones, landscaping pathways and infrastructure.

7.2 Bat Conservation Center: Renovation of the existing Penguinarium into a best in class bat habitat that will immerse guests in the dark and mysterious world of bats while bringing attention to the important role these animals play in our ecosystem.

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**ATTACHMENT A
INVOICES AND SERVICE COSTS**

1. Invoicing and Compensation.

- (a) For Services satisfactorily rendered, and upon receipt and approval of invoices, the DZS will compensate the Contractor(s) who receives the bid award for actual expenditures incurred for the Services in accordance with the approved amounts that will be established in the Contract (collectively, the “Services Costs”). Any amounts, costs or fees in excess of that expressly agreed must be approved by the DZS in writing prior to incurring such expense. A change order must be submitted, along with supporting documentation, to justify the excess cost. Service Costs will be paid promptly in the manner specified for contractor payments in the ordinary course of the DZS’ business, provided an accurate invoice is submitted in a timely manner.
- (b) The DZS prefers payment terms of Net 30. Contractor(s) will invoice the DZS for all approved services and reimbursable costs. Contractor (s) must provide a summarized invoice, reflecting the appropriate purchase order and line number as a cover sheet for all supporting documentation. Supporting documentation will include, but may not be limited to the Contractor’s application and certification for payment, subcontractor’s invoices or application and certification of payment, supplier’s invoices, waivers and any other pertinent documentation that will identify expenses and payments. All Contractor’s application and certificate for payment invoices must include the following information:
 - (i) Contract number (purchase order assigned after bid award and contract negotiations);
 - (ii) The Contractor’s name as shown on the Contract;
 - (iii) The billing period covered by the invoice; and
 - (iv) An itemized description of the charges (Services delivered). This itemized description will include type of work performed/activities, hours worked per job classification, hourly pay rate per job classification, reimbursable expenses (cost) to complete the SOW per line number identified in the purchase order. This information is provided in the supporting documentation that accompanies the application and certificate for payment.

Contractor must submit its final application and certificate for payment no more than thirty (30) calendar days following the expiration of the Term, unless an alternate date is agreed to in writing by the DZS. Such final application will be clearly marked “Final,” thus indicating that no further payments are due or outstanding. All invoices must be submitted to:

Detroit Zoological Society
8450 W. 10 Mile Rd.
Royal Oak, Michigan 48067
Attn: Accounts Payable
E-mail: accountspayable@dzs.org

[Remainder page intentionally left blank]

**ATTACHMENT B
FEE PROPOSAL**

Proposed Service Costs

Please complete the table below to assist with identifying fees/costs to provide Architectural Services. You may develop a similar table using Microsoft Word or Excel.

LABOR RATES (for each job classification)

Labor Rates	Rates
Standard Hourly Rate	\$
Overtime Hourly Rate	\$
Sub-Consultant Rate	\$

Indicate cost to create a sketch up model for animation: \$ _____

REIMBURSABLE COSTS

Description Type	Unit Cost/No. of Months	Total Cost

Be sure to include all of the personnel who may be assigned to a project.

Total lump sum cost: \$ _____

**ATTACHMENT C
RESPONSE EXECUTION**

The undersigned affirms that they are duly authorized to execute this response, that this response has not been prepared in collusion with any other Contractor, and that the contents of this response have not been communicated to any other Contractor prior to the official opening of this response.

The undersigned affirms that they have read and do understand the specifications and any attachments contained in this response package.

NAME AND ADDRESS OF CONTRACTOR:

AUTHORIZED REPRESENTATIVE:

Signature _____
Name _____
Title _____
Telephone No. _____
Fax No. _____
E-mail Address: _____

CONTRACTOR NAME IS: (complete appropriate response)

- a Corporation organized and existing under the laws of the State of _____
- have principal offices in the City of _____
- a Partnership consisting of _____
- a Limited Liability Company _____
- a Sole Proprietor doing business as _____

CONTRACTOR IS licensed to do what type of business?

Special Note: Please provide a copy of license/certification(s) along with bid proposal.