

DETROIT REGIONAL CONVENTION FACILITY AUTHORITY

REQUEST FOR PROPOSALS

The Detroit Regional Convention Facility Authority is requesting proposals from qualified firms to provide

ACOUSTICAL CONSULTING

at

COBO CENTER

The Detroit Regional Convention Facility Authority will be pleased to receive proposals on

Thursday 14 July 2011 at 4:00 p.m.

at

**COBO CENTER
ONE WASHINGTON BOULEVARD
SECOND FLOOR ADMINISTRATION OFFICES
Detroit, MI 48226**

Attention Mr. Tom Tuskey

Sealed proposals shall be in the form prescribed in this Request for Proposals.

A record of proposals received will be made and will be available upon request. Proposals will be opened publicly at the above address.

The Detroit Regional Convention Facility Authority reserves the right to accept or reject any or all responses, and/or to waive any informality or irregularities in any responses, should the Detroit Regional Convention Facility Authority consider this to be in the best interests of the Authority.

Proposals may not be withdrawn for a period of 120 days after the due date.

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Detroit Regional Convention Facility Authority
COBO CENTER RFP
Request for Proposals – Acoustical Consultant

DEFINITIONS

Building Owner:	City of Detroit
Contracting Entity:	Detroit Regional Convention Facility Authority (referred to as “Owner” in this RFP)
Building Lessee:	Detroit Regional Convention Facility Authority
Proposer:	Firm responding to this RFP and proposing the required services.
Consultant	Successful responder to this RFP to undertake Acoustical Consulting
Architect:	SDG-KAHN
Design Architect:	TVSdesign

I. INTRODUCTION

Cobo Center is Detroit's Convention and Exhibition Center, home to the North American International Auto Show (NAIAS) and many other events. The building dates from 1960 and was expanded in 1989. On September 15, 2009 the building was transferred to Detroit Regional Convention Facility Authority (DRCFA) under State legislation and under a lease with the City of Detroit. DRCFA has contracted with SMG to operate the facility.

Under the enabling legislation, DRCFA has the ability to sell \$299 million in bonds retired by the State Convention Development Fund. DRCFA adopted a Capital Improvements Program in three phases. Phase I was a \$3 million program focused on addressing certain needs for the 2010 NAIAS. That was completed on time and on budget. Phase II is divided between certain "immediate needs" infrastructure improvements and four discrete projects. Those are underway with a target completion for NAIAS 2012. Phase III is the major program with a budget of \$221 million. Acoustical Consulting services are required to support the Phase III efforts. Phase III has a series of target deadlines for NAIAS 2013, NAIAS 2014 and NAIAS 2015. All work is to be complete by January 2015.

DRCFA has contracted with SDG-KAHN for the Phase III architectural and engineering services. On the SDG-KAHN team, TVSdesign from Atlanta will provide design services. Acoustical Consulting services necessary to support the SDG-KAHN architectural and engineering services are the subject of this RFP.

2. REQUIRED SERVICES

This Request for Proposals (RFP) is issued for the purpose of selecting and contracting with a firm to carry out Acoustical Design Consulting. Acoustical Design Consulting services include the following plus any other services that are standard in the industry for similar projects.

- A. Acoustical criteria shall be in accordance with the minimum requirements of the codes and regulations that have been adopted by the authority having jurisdiction, consistent with the fire, life safety and property protection code program, ADA and related regulations, and in accordance with the Owner's Program and other standards established by the Owner.
- B. A comprehensive fire, life safety, and property protection code program document will be prepared. This program will be negotiated with local authorities having jurisdiction and will result in their ultimate approval of the program. It may include code interpretations, equivalency protection measures, and variances (any or all of which may deviate from the letter of the code) that have been accepted by the Authority Having Jurisdiction as equal to the intent of the code language. The Acoustical Consultant shall participate in the preparation of this program, adhere to its requirements during design, and report in writing any concerns that are observed in its provisions and implementation.
- C. Collaborate with the Architect and through the Architect with all other consultants that may include but not be limited to the Structural Engineer, Mechanical Engineer, Electrical Engineer, Fire Protection Engineer, Plumbing Engineer, Audio-visual Designer, Telecommunications Designer, Security Designer, Food Service Designer, Interior Designer, the Specialty Lighting

Designer, Graphics Designer, Vertical Circulation Consultant, Hardware, Landscape, Civil, Code Consultant, etc. as pertinent to provide coordinated design and documentation.

- D. Assist in the preparation of a project design and documentation schedule incorporating the requirements of the other engineers, consultants, designers, architect, Owner, and contractor. Once established and agreed to, the detailed project schedule will become the framework through which the design team's obligations will be met.
- E. For each phase of the Work, the Acoustical Consultant will work with the Architect to ascertain the requirements for that phase of the Work, will be available for general consultation, will prepare necessary documentation, and make appropriate recommendations.
- F. For each phase of the Work, the Acoustical Consultant will participate in an effort (to be directed by the Architect) to coordinate acoustical requirements into the work of other consultants. The Acoustical Consultant's services will be performed in a manner, sequence, and timing to allow coordination with those of the Architect and other consultants for the Project.
- G. For each phase of the Work, the Acoustical Consultant will, if requested, consult with the Architect, and others as determined by the Architect, in the development of a preliminary estimate of Construction Cost for this part of the Project.
- H. The Acoustical Consultant will provide consultation related to acoustical requirements during all phases of the project.
- I. Budgetary limitations shall not be a justification for breach of sound principles of design. In the event the Acoustical Consultant cannot establish appropriate criteria for the Project using such sound principles of design within the project budget, or if any proposed value engineering or scope reduction would create such a breach, immediate written notice shall be given to the Architect.

3. SERVICES BY PHASE

- **Schematic Design:**
 - i. Review Building Program for general space requirements and technical issues related to Acoustical design. Provide the Architect with written comments where the spaces or standards related to acoustical design are incompatible with comparable quality level projects being designed today or require adjustment due to the specific project location.
 - ii. Provide information required by the Design Team to create a building meeting the acoustical criteria established in the Owner's Program.

- iii. Provide recommendations to the design team for mitigating any noise impact identified.
- iv. Provide consultation on planning issues such as relationships between noise sensitive uses and noise producing sources both internal and external.

- **Design Development Phase**

- i. Continue to provide information required by the Design Team to create a building meeting the acoustical criteria established in the program.
- ii. Continue to assess the impact of any building system noise on the surrounding site and impact of noise generated by adjacent sites or conditions on the building.
- iii. Continue to provide recommendations to the design team for mitigating any noise impact identified.
- iv. Conduct site noise studies to predict the magnitude of any impact identified. Calculate the impact noise generated by building mechanical and electrical systems upon the surrounding areas. Calculate any impact on building function by noise conditions which may exist in surrounding areas to the site.
- v. Provide design criteria for architectural construction for acoustical separation functions between spaces to meet the separation criteria stated in the Program.
- vi. Consult on space configuration and materials and finishes to be applied to surfaces in spaces to obtain proper room acoustics for each function area.
- vii. Provide consultation regarding specification and use of operable wall assemblies and plenum partitions above operable wall systems. Include HVAC interfaces with wall systems.

- **Contract Documents Phase**

- i. Continue to provide information required by the Design Team to create a building meeting the acoustical criteria established in the program.
- ii. Confirm the assessment of any building system noise on the surrounding site and impact of noise generated by adjacent sites or conditions on the building.
- iii. If necessary during this phase, conduct additional site measurements to confirm expected conditions.

- iv. Continue to provide recommendations to the Design Team for mitigating any noise impact identified.
- v. Review Construction Documents for implementation of methods used for separations and proper room acoustics.

- **Bidding and Negotiation Phase**

- i. Assist as requested in evaluating the impact of proposed value engineering, scope reductions, and substitution requests in relationship to maintaining the objectives and quality of the acoustical performance of the facility as stated in the Acoustic Program.

- **Construction Administration Phase**

- i. Assist in project coordination regarding acoustical finishes and materials as required.
- ii. Review shop drawings and submittals for any acoustical or noise abatement products which are involved in the acoustical scope of work.
- iii. Observe the work in progress at appropriate times to confirm proper installation of elements, partitions, and details with acoustic consideration for compliance with the objectives of the Acoustic Program Criteria. Submit written field reports noting remedial measures required. Coordinate all construction observation and testing services with related disciplines.
- iv. As appropriate, conduct completed project noise level studies to verify that programmatic criteria have been met.

4. PRODUCTS

Acoustical Engineering Services Products will include the following:

- A report on necessary acoustical criteria.
- Identification of acoustically-critical elements, systems, finishes, locations, etc.
- Support in the development of the schematic design, design development and construction documents for acoustically-critical elements, finishes, locations, etc. This will include typical details, materials and systems selections, etc.
- Review and comment on the design team's documents for the acoustically-critical elements, finishes, locations, etc.

5. SCHEDULE

A notice to proceed is anticipated on **July 25, 2011**. Services are to be provided in accordance with the overall design schedule established by SDG-KAHN.

6. PROPOSAL

The proposal is only to be on an hourly basis with a not-to-exceed price. Hourly billing rates are to be provided together with a listing of the staff classifications envisioned for each task. These rates can have separate over-time billing rates, but the not-to-exceed cost must be adhered to.

An estimate for any other reimbursable costs necessary to complete the services is to be provided plus the basis for billing such costs.

7. FORM OF CONTRACT

The form of contract will be a sub-consultant agreement with SDG-KAHN or a Direct Consultant Agreement with the DRCFA.

8. INVOICING PROCEDURES

The successful Consultant shall invoice SDG-KAHN or the DRCFA monthly for services completed. The invoice shall clearly identify separately the following:

- The personnel used plus their billing rate
- The hours expended by day and date
- Any reimbursable costs with back-up invoices/receipts

For Sub-Consultant contracts with SDG-KAHN, the accountants Pierce-Monroe are being used to prepare invoices, receive payments from the Authority, and distribute payments to team members. Pierce-Monroe has specific invoicing requirements that will be provided to the successful proposer. Otherwise, the DRCFA will provide invoicing instructions as required.

9. INSURANCE REQUIREMENTS

The successful Consultant shall maintain the following insurance coverages for the duration of the contract:

Comprehensive General Liability: To cover bodily injury to persons other than employees, and for damage to tangible property, including loss of use thereof including all premises and operations. \$2,000,000 single limit. The following specific extensions of coverage shall be provided and shall be indicated on the Acord Certificate of Insurance:

- Comprehensive Form
- Contractual Insurance
- Personal Injury
- Broad Form Property Damage
- Premises- Operations

Workman's Compensation: To cover employee injury or disease compensatable under the worker's compensation statutes of the State of Michigan. To include Employer's Liability.

Automobile Liability: To cover bodily injury and property damage arising out of the ownership, maintenance and use of any motor vehicle owned, non-owned or hired with \$2,000,000 single limit.

The policies shall name DRCFA as additional insured. The DRCFA shall be given at least 30-days notice prior to any cancellation. The Acord Certificate of Insurance shall indicate confirmation of the 30-day notice of cancellation.

Professional Liability: \$1,000,000 single limit.

10. PROPOSER QUALIFICATIONS

Proposers shall have the following minimum qualifications:

- To have provided similar services for the past five years
- To have provided similar service in at least three separate locations and ownerships
- Proposer' staff to be assigned to the project shall have the necessary qualifications, and experience for the roles required.

Proposers shall submit evidence showing Proposer meets the above qualifications.

Proposers shall submit additional evidence of previous experience in the form of three client references for similar services within the last three years. Client references shall indicate nature of study (size, type, etc.), client organization name, contact person, address, telephone number, e-mail address, and period services were provided.

11. FORM OF PROPOSAL

Proposals shall be submitted on the form provided together with supplementary information as requested. The forms and the supplementary information shall be bound into 8 ½" x 11" books or placed in three-ring binders.

Four (4) copies of the proposal shall be provided.

Proposals shall contain the following in the order indicated:

1. Transmittal letter signed by person authorized to commit the company
2. Completed and signed proposal forms
3. Proposers qualifications and experience
4. Three client references for similar services
5. Evidence of insurance
6. List of proposers exceptions or required modifications (if any) to the requirements of the Request for Proposals

12. PROPOSAL SCHEDULE

The following schedule for obtaining an Acoustical Consultant is anticipated:

Issue Request for Proposals	Tuesday 28 June 2011
Advertise Request for Proposals	Tuesday 28 June 2011
Pre-proposal Conference	Not required:
Walk-Thru	Recommended but not required
Deadline for Questions	Wednesday 6 July 2011; 12 Noon
Proposals Due	Thursday 14 July 2011 by 4 PM.
Authorization	Monday 25 July 2011

13. QUESTIONS ON RFP

All questions regarding the RFP shall be in writing and shall be directed as follows:

Cobo Center
One Washington Boulevard
Detroit, Michigan 48226

Attention: Mr. Tom Tuskey

Tel: 313 877-8250

E-mail: ttuskey@cobocenter.com

The deadline for receipt of questions is Wednesday 6 July 2011 at noon.

Questions will be answered in writing and will be e-mailed/faxed to firms on record as holding the RFP.

14. Pre-Proposal Walk-Thru

Not required. However, Proposers are encouraged to visit the building and to be completely familiar with all conditions under which these services are to be provided.

Proposers may visit the building by prior arrangement with Cobo Center: Contact Tom Tuskey at (313-877-8250)

15. PROPOSAL SUBMISSION

Proposals are due at the following time:

Thursday 14 July 2011 BY 4:00 p.m.

Proposals shall be submitted in sealed envelopes. Envelopes shall have an outside label indicating “Response to Request for Proposals for Cobo Center – Acoustical Consulting”. The label shall also indicate the due date and time.

Proposals shall be submitted to the following place:

**Cobo Center
One Washington Boulevard
Second Floor Administrative Offices
Detroit, MI 48226**

Attention Ms. Regina Martinez, Mr. Tom Tuskey

Proposals delivered after the due date and time will not be considered. Due allowance should be made for delays in delivery by the U.S. Postal Service or other carriers.

16. OTHER CONDITIONS

If an Addendum is deemed necessary it will be sent to all firms recorded as having obtained a copy of the Request for Proposals. Written answers to questions will be issued as an addendum. Verbal answers to questions will not be binding on DRCFA.

Neither DRCFA nor SDG will be responsible for any costs incurred by proposers in responding to the request for proposals. All such costs must be born by the proposer.

DRCFA reserves the right to reject any or all proposals, to accept any informality in the proposals, or to seek an Acoustical Consultant by other means should it be deemed in the DRCFA’s best interests to do so, at the sole discretion of DRCFA

The successful proposer shall commit to abide by the federal, state and local fair employment practices standards, non-discrimination standards, and affirmative action standards.

DRCFA reserves the right to reject, for any reason, any and all proposals, if it deems this is in the best interests of DRCFA

DRCFA reserves the right to negotiate separately with any firm if it deems this is in the best interests of the DRCFA

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DRCFA reserves the right to require the Proposer to change any personnel assigned to the project if in the DRCFA's sole judgment the person is not fulfilling his/her duties adequately, or whose continued presence in the buildings is not considered to be in the best interests of DRCFA.

**THE FOLLOWING FORMS
ARE TO BE SUBMITTED WITH
EACH COPY OF THE PROPOSAL**

PROPOSAL FORM

1. Proposal from

(herein called the 'Proposer'), a

(corporation, partnership, individual) having its principal office at

2. To: DETROIT REGIONAL CONVENTION FACILITY AUTHORITY

The Proposer, in compliance with the Request for Proposals for:

ACOUSTICAL CONSULTING
at
COBO CENTER

having examined the requirements of the Request for Proposals, and being familiar with the conditions relating to the provision of these services, including the availability of labor and materials, conditions and hours of operation, hereby proposes to furnish all labor, materials, and equipment required to carry out the Acoustical Consulting in accordance with the Request for Proposals for the Proposed Contract Sums stated below, such sums to cover all expenses incurred in performing the services required by the Request for Proposals.

3. ADDENDA

The Proposer acknowledges receipt of the following addenda:

- # _____ dated _____ :
- # _____ dated _____ :

4. PROPOSED PRICES

The proposed "Not to Exceed" cost for SCHEMATIC DESIGN PHASE:

_____ Dollars
(\$ _____ .00)

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The proposed “Not to Exceed” cost for DESIGN DEVELOPMENT PHASE:

_____ Dollars
(\$.00)

The proposed “Not to Exceed” cost for CONSTRUCTION DOCUMENT PHASE:

_____ Dollars
(\$.00)

The proposed “Not to Exceed” cost for BIDDING PHASE:

_____ Dollars
(\$.00)

The proposed “Not to Exceed” cost for CONSTRUCTION PHASE:

_____ Dollars
(\$.00)

6. ALTERNATIVES OFFERED BY THE PROPOSER

Proposers may offer alternatives to the services indicated:

Proposers Alternative 1

Proposers Alternative 2

8. PROPOSED PERSONNEL CLASSIFICATIONS AND RATES

Indicate below the staff classifications and applicable billing rates anticipated for the required services.

Position	Rate
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

10. TIME OF SERVICE PROVISION

The successful Proposer can anticipate receiving a notice to proceed on Monday 25 July 2011 and is to proceed in accordance with the SDG-KAHN design schedule.

11. CONTRACT AGREEMENT

Upon notification that the Proposer has been selected, the DRCFA will negotiate and SDG will execute a form of contract consistent with the terms of this request for proposal.

12. LABOR

The undersigned hereby certifies that he is in able to furnish labor that can work in harmony with all other elements of labor employed or to be employed within the buildings.

14. ITEMS TO BE ATTACHED TO THIS BID FORM

The following items are to be attached to this bid:

- Current copy of the Proposer’s Certificate of Insurance reflecting coverage required by the Request for Proposals.
- Appendix “A” - Form of Corporation
- Appendix “B” - Proposer’s Corporate Certificate.
- Appendix “C” – Certification as to Criminal and Civil Liability
- Three References

16. SUBMISSION

Respectfully Submitted

Name of Proposer

By:

Signature

Date

Printed Name

Title

Business Address

City, State and Zip Code

Telephone Number

Fax Number

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Seal if a Corporation:

Note: This proposal must bear the written signature of the Proposer. If the Proposer is a partnership, a partner must sign the proposal. If the Proposer is a corporation, the proposal must be signed by a duly authorized officer or agent of such corporation and shall carry the corporation seal.

END OF PROPOSAL FORM

APPENDIX 'A' – FORM OF CORPORATION

INFORMATION TO BE FURNISHED BY PROPOSER

If the Proposer is an individual, so state, individual's name _____

If the Proposer is a individual d/b/a list company and provide the individuals name

If the Proposer is a partnership, give the names of the individual members

If the Proposer is a corporation, give the names of the individual Officers and the Board of Directors:

BOARD OF DIRECTORS

OFFICERS

Give the state in which it is organized _____ and the location of its main office

If the Proposer is not in Michigan, has a license been secured to do business in Michigan?

If the Proposer is a co-partnership, each member must sign the proposal form.

A corporation must execute the proposal form by its duly authorized officers in accordance with its articles of incorporation.

END OF APPENDIX "A"

APPENDIX 'B' – CORPORATE CERTIFICATE

CERTIFICATE TO BE EXECUTED BY CORPORATE PROPOSER

I, _____ certify

That I am the _____
(SPECIFY OFFICE)

of the corporation named as Proposer in the within proposal; that I have signed the said proposal on behalf of the corporation; and that I am authorized to execute the same on behalf of said corporation; and that I am authorized to execute the same on behalf of said corporation by the authority of its Board of Directors.

(NAME OF CORPORATION)

(Corporate Seal)

THE PERSON CERTIFYING ABOVE
MUST SIGN HERE

(TITLE)

WITNESS:

END OF APPENDIX "B"

APPENDIX 'C' – CORPORATE CERTIFICATE

CERTIFICATION AS TO CRIMINAL AND CIVIL LIABILITY

The undersigned, the _____ of _____ (the "Company"), being a duly authorized representative of the Company and having knowledge as to the matters addressed herein, hereby certifies that neither the Company, nor any of its affiliates, subsidiaries, officers, directors, managerial employees, or any individual who, directly or indirectly, holds a pecuniary interest in the Company of 20% or more has been convicted of a criminal offense incident to the application for or performance of a contract or subcontract with a governmental entity in the State of Michigan, or has been convicted of a criminal offense, or held liable in a civil proceeding, that negatively reflects on the Company's or individual's business integrity, based on a finding of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or violation of state or federal antitrust statutes, or similar laws.

By: _____

Its: _____

Dated _____, 2009

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END OF APPENDIX "C"