



Benton County, Arkansas
County Properties Office
215 East Central, Room 302
Phone: (479) 464-6168
Email: terry.lewis@bentoncountyar.gov

Request for Qualifications: **Architectural Services & Site Analysis for Benton County Arkansas Court & Justice Center**
Deadline: **November 20, 2015 @ 4:30 p.m. Local Time**
Delivery Location: **Benton County Administration Building, Room 302, 215 East Central, Bentonville, Arkansas 72712**
Issuance/Advertisement Date: **October 29, 2015 and November 5, 2015**

Request for Qualifications

Architectural & Site Services for Benton County Justice Center

Request for Qualifications (“hereinafter RFQ”) shall be submitted in sealed envelopes labeled: “Site Analysis and Architectural Services for Benton County Justice Center” with the name and address of the individual or business entity (“hereinafter Firm(s)”).

RFQ shall be submitted in accordance with the attached Benton County specifications and RFQ documents attached hereto. Each Firm is required to fill in every blank and shall supply all information requested; failure to do so may be used as basis for rejection.

The undersigned hereby offers to furnish and deliver the articles or services as specified, terms stated herein, and in strict accordance with the specifications and general conditions of this request, all of which are made a part of the offer. This offer is not subject to withdrawal unless upon mutual written agreement by the Firm and County Judge.

Name of Firm: _____

Contact Person: _____ Title: _____

Email: _____ Phone: _____

Business Address: _____

City: _____ State: _____ Zip Code: _____

Signature: _____ Date: _____

Pursuant to Ark. Code Ann. § 19-11-801 Benton County, Arkansas is requesting Statements of Qualifications from firms interested in providing services for **Site Analysis and Architectural Services for the Benton County Justice Center**. It is preferred that the firm selected will have an office in Northwest Arkansas and employ a verifiable national firm as a consultant in County Court Facility design. We will require expertise in urban-downtown and suburban Court House locations and site analysis. Current and future considerations will need to include public safety, security, and technology. The facility will contain multiple courtrooms and their staff.

Benton County has previously retained local Architects and Engineers including the firm of National Center for State Courts to analyze our needs and offer potential solutions for the long term growth and technical requirements for our facility. All of this information will be available as reference material. A preliminary schedule for the work will include site analysis and budget bracketing in the first quarter of 2016 with information necessary to present a concept for a county wide vote on November 4th of 2016.

To be considered, RFQ must be received at the Benton County Administration Building, 215 East Central, Room 302, Bentonville, Arkansas before 4:30 p.m., November 20, 2015 (local time)

RFQ forms and addendums can be downloaded from the County's web site at www.bentoncountyar.gov or picked up at the Benton County Administration Office, 215 E. Central, Bentonville, AR, 72712 or via e-mail from Terry Lewis. All questions regarding the qualification process should be directed to Terry Lewis at terry.lewis@bentoncountyar.gov or by telephone at (479) 464-6168. All questions regarding the project should be directed to County Judge by phone (479) 271-1098 or e-mail robert.clinard@bentoncountyar.gov.

All Firms submitting a Statement of Qualifications shall be qualified to do business and licensed in accordance with all applicable laws of the state and local governments where the project is located.

Pursuant to Ark. Code Ann. § 22-9-203 Benton County encourages all qualified small, minority and women business enterprises to submit qualification statements and receive contracts for goods and professional services. Also, Benton County encourages all firms to subcontract portions of their contract to qualified small, minority and women business enterprises.

Benton County reserves the right to reject any and all Statements of Qualifications and to waive irregularities therein, and all Firms shall agree that such rejection shall be without liability on the part of Benton County for any damage or claim brought by any Firm because of such rejections, nor shall the Firm seek any recourse of any kind against Benton County because of such rejections. The filing of any Statement of Qualifications in response to this invitation shall constitute an agreement of the firm to these conditions.

Ad Date: October 29, 2015 and November 5, 2015

Benton County
 RFQ-Architectural Services Benton County Justice Center
 Appendix

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Benton County is requesting Statements of Qualifications for Site Analysis and Architectural Services Benton County Justice Center.

1. SUBMISSION OF A STATEMENT OF QUALIFICATIONS:

- A. A written narrative describing the method or manner in which the Firm proposes to satisfy requirements of this RFQ.
- B. A description of the Firm's experience in providing the same or similar services as outlined in the RFQ. This description should include the names of the person(s) who will provide the services, their qualifications, and the years of experience in performing this type of work. Also, include the reference information requested in this RFQ.
- C. Statements should be no more than twenty five (25) pages; single sided, standard, readable, printed on standard 8.5 x11 paper. The Firm shall also submit a three (3) page (maximum) executive summary. The following items will not count toward the page limitations: appendix, cover sheet, 3-page executive summary, resumes (resumes shall be no more than 1 page per person), copies of licenses, insurance, and forms provided by Benton County for completion.
- D. Qualification statements shall be submitted (1) electronic copy on a properly labeled CD in addition to one (1) paper copy. The use of Adobe PDF documents is strongly recommended. Files contained on the CD or electronic media shall not be restricted against saving or printing. The electronic copy shall be identical to the original papers submitted. Electronic copies shall not be submitted via e-mail to County employees.
- E. RFQ will be reviewed following the stated deadline, as shown on the cover sheet of this document. The names of respondents only will be available after the deadline until a contract has been awarded. All interested parties understand RFQ documents will not be available until after a valid contract has been executed.
- F. The Firm shall submit a RFQ based on documentation published by Benton County.
- G. RFQ shall be enclosed in sealed envelopes or packages addressed to Benton County, 215 East Central, Room 302, Bentonville, Arkansas 72712. The name, address of the Firm and RFQ name shall be on the outside of the packaging as well as on any packages enclosed in shipping containers or boxes.
- H. The Firm should structure their responses to follow the sequence of the RFQ.
- I. The Firm shall have experience in work of the same or similar nature, and must provide professional references that will satisfy Benton County. Firm may furnish a reference list, of clients for whom they have performed similar services and must provide information as requested in this document.
- J. Firms are advised that exceptions to any of the terms contained in this RFQ or the attached service agreement must be identified in its response to the RFQ. Failure to do so may lead the County to declare any such term non-negotiable. Firms desire to take exception to a non-negotiable term will not disqualify it from consideration for award.
- K. Statements of qualification for this project will need to be received by November 20, 2015 @ 4:30 p.m. local time.

2. WRITTEN REQUESTS FOR INTERPRETATIONS OR CLARIFICATION:

No oral interpretations will be made to any Firm as to the meaning of specifications or any other contract documents. All questions pertaining to the terms and conditions or scope of work of this RFQ must be sent in writing via e-mail to the County Properties office. Responses to questions may be handled as an addendum if the response would provide clarification to the requirements of the RFQ. All such addenda shall become part of the contract documents. The County will not be responsible for any other explanation or interpretation of the proposed RFQ made or given prior to the award of the contract.

3. RIGHTS OF BENTON COUNTY IN THE RFQ PROCESS:

In addition to all other rights of Benton County, under state law, the County specifically reserves the following:

- A. Benton County reserves the right to rank Firms and negotiate with the highest-ranking Firm. Negotiation with an individual Firm does not require negotiation with others.
- B. Benton County reserves the right to select the RFQ that it believes will serve the best interest of the County.
- C. Benton County reserves the right to accept or reject any and all RFQ.
- D. Benton County reserves the right to cancel the entire request for RFQ.
- E. Benton County reserves the right to remedy or waive technical or immaterial errors in the RFQ submitted.
- F. Benton County reserves the right to request any necessary clarifications, additional information, or data without changing the terms of the RFQ.
- G. Benton County reserves the right to make selection of the Firm to perform the services required on the basis of the original RFQ without negotiation.

4. EVALUATION CRITERIA:

Pursuant to Ark. Code Ann. § 19-11-803, the evaluation criteria define the parameters that will be used by the selection committee to evaluate and score responsive, responsible and qualified statements. The different evaluation parameters are shown in the chart below:

Item No.	Points	Parameter
1	30	Specialized experience and technical competence of the firm with respect to the type of professional services required.
2	25	Capacity and capability of the firm to perform the work in question including specialized services, within the time limitations fixed for the completion of the project.
3	25	Past record of performance of the firm with respect to such factors as control of costs, quality of work and ability to meet schedules and deadlines.
4	20	Firm's proximity to and familiarity with the area in which the project is located.

5. COSTS INCURRED BY FIRM:

All expenses involved with the preparation and submission of RFQ to the County, or any work performed in connection therewith, shall be borne solely by the Firm. No payment will be made for any responses received, or for any other effort required of, or made by, the Firm prior to contract commencement.

6. ORAL PRESENTATION:

An oral presentation and/or interview may be requested of any firm, at the selection committee's discretion.

7. CONFLICT OF INTEREST:

- A. The Firm represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance or services required hereunder, as provided in Ark. Code Ann. § 14-14-1202.
- B. The Firm shall promptly notify Benton County in writing, of all potential conflicts of interest for any prospective business association, interest, or other circumstance which may influence or appear to influence the firm's judgment or quality or services being provided. Such written notification shall identify the prospective business association, interest or circumstance, the nature of which the Firm may undertake and request an opinion to the County as to whether the association, interest or circumstance would, in the opinion of the County; constitute a conflict of interest if entered into by the Firm. The County agrees to communicate with the Firm its opinion via e-mail or first-class mail within thirty days of receipt of notification.

8. WITHDRAWAL OF RFQ:

A RFQ may be withdrawn at any time.

9. LATE RFQ OR MODIFICATIONS:

- A. Any RFQ and modifications received after the time set for the RFQ submittal shall not be considered. Modifications in writing received prior to the deadline will be accepted. The County will not be responsible for misdirected RFQ. Firms should contact the County Properties office at (479) 464-6168 to insure receipt of their submittal documents prior to opening time and date listed.
- B. The time set for the deadline shall be local time for Bentonville, Arkansas on the date listed. RFQ shall be received in the County Properties office BEFORE the stated deadline.

10. LOCAL, STATE AND FEDERAL COMPLIANCE REQUIREMENTS:

- A. The laws of the State of Arkansas apply to any purchase made under this RFQ. Firms shall comply with all local, state, and federal directives, orders and laws as applicable to this RFQ and subsequent contract(s) including but not limited to Equal Employment Opportunity (EEO), Disadvantaged Business Enterprises (DBE), & OSHA as applicable to this contract.
- B. Pursuant to Arkansas Code Annotated § 22-9-203 Benton County encourages all qualified small, minority and women business enterprises to submit requests on and receive contracts for goods, services, and construction. Also, Benton County encourages all general contractors to subcontract portions of their contract to qualified small, minority and women business enterprises.

11. COLLUSION:

The Firm, by affixing his or her signature to this RFQ, agrees to the following: "Firm certifies that his RFQ is made without previous understanding, agreement, or connection with any person, firm or corporation making a RFQ for the same item(s) and/or services and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action."

12. RIGHT TO AUDIT, FOIA AND JURISDICTION:

- A. Benton County reserves the privilege of auditing a Firm's records as such records relate to purchases between the County and said Firm.
- B. Freedom of Information Act: County contracts and documents prepared while performing County contractual work are subject to the Arkansas Freedom of Information Act. If a Freedom of Information Act request is presented to Benton County, the (Contractor) will do everything possible to provide the documents in a prompt and timely manner as prescribed in the Arkansas Freedom of Information Act (A.C.A. § 25-19-101 et.seq.) Only legally authorized photocopying costs pursuant to the FOIA may be assessed for this compliance.
- C. Legal jurisdiction to resolve any disputes shall be in Arkansas with Arkansas law applying to the case.

13. COUNTY INDEMNIFICATION:

The successful Firm agrees to indemnify the County and hold it harmless and against all claims, liability, loss, damage or expense, including but not limited to counsel fees, arising from or by reason of any actual or claimed trademark, patent or copyright infringement or litigation based thereon, with respect to the services or any part thereof covered by this order, and such obligation shall survive acceptance of the services and payment thereof by the County.

14. VARIANCE FROM STANDARD TERMS & CONDITIONS:

All standard terms and conditions stated in this RFQ apply to this contract except as specifically stated in the subsequent sections of this document, which take precedence, and should be fully understood by Firms prior to submitting a RFQ on this requirement.

15. PAYMENT AND INVOICING:

The Firm must specify in their RFQ the exact company name and address which must be the same as invoices submitted for payment as a result of award of this RFQ. Further, the successful Firm is responsible for immediately notifying the County Properties office of any company name change, which would cause invoicing to change from the name used at the time of the original RFQ.

16. CANCELLATION:

- A. The County reserves the right to cancel this contract without cause by giving thirty (30) days prior notice to the Firm in writing of the intention to cancel or with cause if at any time the Firm fails to fulfill or abide by any of the terms or conditions specified.
- B. Failure of the contractor to comply with any of the provisions of the contract shall be considered a material breach of contract and shall be cause for immediate termination of the contract at the discretion of Benton County.
- C. In addition to all other legal remedies available to Benton County, the County reserves the right to cancel and obtain from another source, any items and/or services which have not been delivered within the period of time from the date of order as determined by Benton County.
- D. In the event sufficient budgeted funds are not available for a new fiscal period, the County shall notify the vendor of such occurrence and contract shall terminate of the last day of the current fiscal period without penalty of expense to the County.

17. ASSIGNMENT, SUBCONTRACTING, CORPORATE ACQUISITIONS AND/OR MERGERS:

- A. If a Firm intends to subcontract a portion of this work, the Firm shall disclose such intent in the RFQ submitted.
- B. In the event of a corporate acquisition and/or merger, the Firm shall provide written notice to the County within thirty (30) calendar days of notice of such action or upon the occurrence of said action, whichever occurs first. The right to terminate this contract, which shall not be unreasonably exercised by the County, shall include, but not limited to, instances in which a corporate acquisition and/or merger represent a conflict of interest or are contrary to any local, state, or federal laws. Action by the County awarding a contract to a Firm that has disclosed its intent to assign or subcontract in its response to the RFQ, without exception shall constitute approval for purpose of this Agreement.

18. NON-EXCLUSIVE CONTRACT:

Award of this RFQ shall impose no obligation on the County to utilize the Firm for all work of this type, which may develop during the contract period. This is not an exclusive contract. The County specifically reserves the right to concurrently contract with other companies for similar work if it deems such an action to be in the County's best interest. In the case of multiple-term contracts, this provision shall apply separately to each item.

19. ADDITIONAL REQUIREMENTS:

The County reserves the right to request additional services relating to this RFQ from a Firm. When approved by the County as an amendment to the contract and authorized in writing prior to work, the Contractor shall provide such additional requirements as may be necessary.

20. SERVICES AGREEMENT:

A written agreement, incorporating the successful RFQ will be prepared by the County, signed by the successful Firm and presented to Benton County for approval and signature of the County Judge.

21. INTEGRITY OF RFQ DOCUMENTS:

Firms shall use the original RFQ form(s) provided by the County Properties office and enter information only in the spaces where a response is requested. Firms may use an attachment as an addendum to the RFQ form(s) if sufficient space is not available on the original form for the Firm to enter a complete response. **Any modifications or alterations to the original RFQ documents by the Firm, whether intentional or otherwise, will constitute grounds for rejection of such RFQ response.** Any such modifications or alterations a Firm wishes to propose shall be clearly stated in the Firm's RFQ response and presented in the form of an addendum to the original RFQ documents.

22. OTHER GENERAL CONDITIONS:

- A. Firms must provide the County with their RFQ signed by an employee having legal authority to do so, on behalf of the Firm. The entire cost of preparing and providing responses shall be borne by the Firm.
- B. The County reserves the right to request any additional information it deems necessary from any or all Firms after the submission deadline.
- C. The request for RFQ is not to be construed as an offer, a contract, or a commitment of any kind, nor does it commit the County to pay for any costs incurred by firm in preparation. It shall be clearly understood that any costs incurred by the Firm in responding to this request is at the Firm's own risk and expense as a cost of doing business. The County shall not be liable for reimbursement to the Firm for any expense so incurred, regardless of whether or not the RFQ is accepted.

- D. If products, components, or services other than those described in this RFQ document are proposed, the firm must include complete descriptive literature for each. All requests for additional information must be received within five working days following request.
- E. Any uncertainties shall be brought to the attention of Terry Lewis immediately via telephone (479) 464-6168 or by e-mail at terry.lewis@bentoncountyar.gov. It is the intent and goal of Benton County to provide documents providing a clear and accurate understanding of the scope of work to be completed and/or goods to be provided.
- F. Any inquiries or requests for explanation in regard to the County's requirements should be made promptly to Terry Lewis, Benton County, via e-mail at terry.lewis@bentoncountyar.gov or telephone at (479) 464-6168. No oral interpretation or clarifications will be given as to the meaning of any part of this request. Names of firms submitting any questions, clarifications, or requests will not be disclosed until after a contract is in place.
- G. At the discretion of the County, one or more firms may be asked for more detailed information before final ranking of the Firms, which may also include oral interviews. NOTE: Each Firm shall submit an "Authorized Negotiator Form" containing the signature of a duly authorized officer or agent of the Firm's company empowered with the right to bind and negotiate on behalf of the Firm for the amounts and terms proposed.
- H. Any information provided herein is intended to assist the Firm in the preparation of RFQ necessary to properly respond to this RFQ. The RFQ is designed to provide qualified Firms with sufficient basic information to submit specifications and/or test requirements, but is not intended to limit the RFQ content or exclude any relevant or essential data.
- I. Firm irrevocably consent that any legal action or proceeding against it under, arising out of or in any manner relating to this Contract shall be controlled by Arkansas law. Firm hereby expressly and irrevocably waives any claim or defense in any said action or proceeding based on any alleged lack of jurisdiction or improper venue or any similar basis.
- J. The successful Firm shall not assign the whole or any part of this Contract or any monies due or to become due hereunder without written consent of Benton County. In case the successful Firm assigns all or any part of any monies due or to become due under this Contract, the Instrument of assignment shall contain a clause substantially to the effect that is agreed that the right of the assignee in and to any monies due or to become due to the successful Firm shall be subject to prior liens of all persons, firms, and corporations for services rendered or materials supplied for the performance of the services called for in this contract.
- K. The successful Firm's attention is directed to the fact that all applicable Federal and State laws, County and municipal ordinances, and the rules and regulations of all authorizes having jurisdiction over the services shall apply to the contract throughout, and they will be deemed to be included in the contract as though written out in full herein. The successful Firm shall keep himself/herself fully informed of all laws, ordinances and regulations of the Federal, State, County and municipal governments or authorities in any manner affecting those engaged or employed in providing these services or in any way affecting the conduct of the services and of all orders and decrees of bodies or tribunals having any jurisdiction or authority over same. If any discrepancy or inconsistency should be discovered in these Contract Documents or in the specifications herein referred to, in relation to any law, ordinance, regulation, order or decree, he/she shall herewith report the same in writing to Benton County.

PLEASE FILL OUT THE SECTION BELOW AND SUBMIT THIS FORM WITH YOUR STATEMENT OF QUALIFICATIONS:

I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true;

Printed Name

Signature

Title

Date

Please provide contact information:

Company Name: _____

Phone: _____

Address: _____

Fax: _____

Email: _____

City: _____

Web Site: _____

State: _____ Zip Code: _____

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Section C: Professional References

The Firm is requested to supply the following information, **if applicable**, about your organization.

Company Name _____

Business Address _____

Number of years in business _____ How long in present location _____

Total number of current employees _____ Full time _____ Part time _____

Number of employees you plan to use to service this contract _____ Full time _____ Part time _____

In accordance with Ark. Code Ann. § 17-15-101 all applicants must be properly licensed with the State of Arkansas. Please furnish copies of all appropriate licenses.

Please submit a copy of the Firm's professional and general liability insurance required by law.

Please list local commercial and/or governmental references that you have previously performed similar contract services for within the past five (5) years:

- 1 Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

- 2 Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

- 3 Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

- 4 Company Name: _____
City, State, Zip: _____
Contact Person: _____
Telephone: _____
Fax Number: _____
E-Mail Address: _____

Benton County
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Section D: Statement of Disclosure

Firm must disclose any possible conflict of interest with Benton County, including, but not limited to, any relationship with any Benton County employee. Your response must disclose if a known relationship exists between any principal or employee of your Firm and any Benton County employee or County elected official.

If, to your knowledge, no relationship exists, this should also be stated in your response. Failure to disclose such a relationship may result in cancellation of a purchase and/or contract as a result of your response. This form must be completed and returned in order for your RFQ to be eligible for consideration.

PLEASE CHECK ONE OF THE FOLLOWING: AS IT APPROPRIATELY APPLIES TO YOUR FIRM:

_____ **NO KNOWN RELATIONSHIP EXISTS**

_____ **RELATIONSHIP EXISTS (Please explain)**

PLEASE FILL OUT THE SECTION BELOW:

1. I, as an officer of this organization, or per the attached letter of authorization, am duly authorized to certify the information provided herein are accurate and true; and
2. My organization shall comply with all State and Federal Equal Opportunity and Non-Discrimination requirements and conditions of employment.

Printed Name

Signature

Date

Benton County
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Section E: Authorized Negotiator Information

At the discretion of the County, one or more Firms may be asked for more detailed information before final ranking of the Firms, which may also include oral interviews. **NOTE: Each Firm shall submit to the County a primary contact name, e-mail address, and phone number (preferably a cell phone number) where the County selection committee can contact for clarification or interview via telephone.**

PRIMARY CONTACT INFORMATION

Name of Firm: _____

Name of Primary Contact: _____

Title of Primary Contact: _____

Phone number #1 (cell phone): _____ Secondary Phone#: _____

E-Mail Address: _____

Is the primary contact (listed in part 1) able to legally bind contracts? YES NO (circle one)

If no, please list contact that can legally bind a contract for the Firm: _____

Name: _____

Title: _____

Phone #1 (cell phone): _____ Phone 2: _____

E-Mail Address: _____

Signed: _____

Date: _____

Benton County
RFQ-Architectural Services Benton County Justice Center
Section F: Statement of No Submittal-If Applicable

In order to assist Benton County in evaluating and improving our solicitation process, we are asking for completion of this form and returning via fax or email. By submitting this form, it will assist us in evaluating all responses, improving our RFQ process, and to maintain a positive relationship with our vendors.

We, the undersigned, have declined to submit a RFQ for the following reason(s):

1. _____ We do not offer this service/product
2. _____ Our schedule would not permit us to perform
3. _____ Unable to meet specifications
4. _____ Insufficient time to respond to the request
5. _____ We are unable to meet bond requirements
6. _____ Other (Explain)

NAME OF FIRM: _____

BUSINESS ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

PHONE: _____ FAX: _____

BY: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____ DATE: _____

*Please note: We appreciate your feedback on this form and are very interested in your reason for not submitting. Please do not hesitate to contact us at (479) 464-6168 if you have questions, comments, or concerns regarding these RFQ documents.