

**HANCOCK PUBLIC SCHOOLS
ARCHITECTURAL SERVICES**

REQUEST FOR PROPOSALS ("RFP")

Friday, September 17, 2021

Hancock Public Schools

**REQUEST FOR PROPOSALS FOR
ARCHITECTURAL SERVICES
PART 1 -- GENERAL INSTRUCTIONS**

A. Instructions

Qualified firms are invited to submit proposals to Hancock Public Schools (the "District") for Architectural services for a proposed construction project involving a manufacturing training facility, recreation facility, elementary school playground, and HVAC renovation (the "Project"). The scope of the Project shall be determined with greater specificity at a later date, subject to the passage of a November 2022 bond proposal.

Unless the District modifies the project delivery method, the form of agreement between the selected bidder and the District will be as set forth in Attachment "A", hereto, which is premised on a modified AIA Document B132 – 2019 Edition. For the purpose of this RFP, the terms "proposal" and "bid" shall be treated as one and the same.

The District reserves the right to reject any or all proposals and to make any award that it considers to be in the best interest of the District.

B. Proposal Submission

To be considered by the District, seven (7) copies of the complete proposal must be received no later than 5 p.m., October 15 , 2021. Proposals should be addressed to:

Hancock Public Schools
c/o Dr. Steve Patchin, Superintendent
501 Campus Drive
Hancock, Michigan 49930
Telephone: (906) 487-5925

The lower left corner of the submittal envelope should be marked: PROPOSAL FOR ARCHITECTURAL SERVICES.

Submitted proposals become the property of the District and will not be returned.

C. Late Proposals

Any proposal received by the District after the time specified above will not be considered. The party submitting a proposal shall bear full and total responsibility for ensuring timely receipt of that proposal.

D. Withdrawal of Proposals

Proposals may be withdrawn by written notice received at any time prior to the submission deadline. Proposals may be withdrawn in person, provided that the firm's representative signs a receipt for the proposal prior to the submission deadline.

E. Questions Concerning this RFP

Inquiries may be made to Dr. Patchin at the address and telephone number above. Information about the District is available during business hours (8:00 a.m. – 4:30 p.m.).

F. Economy of Preparation

Proposals should be prepared simply, providing a concise description of the firm's ability to meet the requirements of this RFP. Please limit your proposal to the information requested in Part 3 - Proposal Details and Part 4 - Proposal Summary.

G. Proposal Signature

Part 4 - Proposal Summary, should be signed by the person responsible for the decision as to services and costs being offered. In the case of a joint proposal, each party should certify as to services and costs being offered by its own firm in connection with this proposal.

H. Prime Responsibilities

The firm selected will be required to assume responsibility for all services offered in the proposal, regardless of who actually provides such services and whether the selected firm utilizes separate consultants. The selected firm shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The firm shall provide all necessary services that may be provided for the Project by an architect or engineer as described in 1937 PA 306, as amended, the School Construction Act, and 1980 PA 299, as amended, including "supervision" as described in those Acts. In the event of a joint proposal, such firm shall be jointly and severally responsible for all services offered in the proposal, regardless of who produces them.

I. Proposal Preparation Costs

All costs incurred for proposal preparation presentation, or contract negotiation are the responsibility of the firm. The District shall not be responsible for, and will not pay, the cost for any information solicited or received.

J. Acceptance of Proposal Contents

The contents of the proposal of the selected firm will become contractual obligations when a contract is issued, except with regard to particular contents that are rejected by the District. Failure of the successful firm to abide by such obligations will result in cancellation of the award.

K. Proposed Project Schedule

The District expects to hold a bond election for the Project in November 2022, and work on the Project is expected to commence as soon as practicable following a successful election. The District and all bidders recognize that this schedule may be modified once the Architect and Construction Manager are selected and the Architect and the Construction Manager firms have reviewed the Project requirements.

L. Collusive Bidding and Relationship Disclosure

The Proposer certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a Proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

The Proposer shall submit a Familial Relationship Disclosure in substantially the form attached hereto as Attachment "B".

The Proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as Attachment "C".

M. Scope of Services

It is assumed that any proposal submitted will include, but shall not necessarily be limited to, the performance of all of the activities listed below. The District will consider alternate proposals; however, the proposal must clearly indicate any activities that have been deleted and/or added from the requested scope of services. References to the "Architect," "Engineer," "Architect/Engineer," "Designer" or other similar term shall all be intended to refer to the entity submitting a response to this RFP.

1. Programming Phase
 - a. Assist in developing a construction program and Project scopes and establishing an estimated cost of each desired improvement in accordance with MCL 339.2011 (which cost estimating obligation shall continue after programming).
 - b. Attend meetings and make presentations concerning the Project.
2. Design Phase Services
 - a. Develop Preliminary Design including, but not limited to, Space Planning, Schematic Design and Design Development specific to the Project.
 - b. Complete Final Design including, but not limited to, working drawings, specifications, cost estimates, prospective bidders list, approvals (State and local authorities), technical addenda and clarifications for all of the following, as applicable for each particular project:
 - i. Landscape/Site Design
 - ii. Structural Design

- iii. Architectural Design
- iv. Mechanical Design
- v. Electrical Design
- vi. Civil Design
- vii. Acoustical Design
- viii. Technology Design and Procurement
- ix. Energy Efficiency Design
- x. Playground Design

- c. Attend meetings with each committee to develop goals, explain options, and reach consensus on final plans.
- d. Provide copies of meeting minutes for distribution to appropriate staff and Board members.
- e. Review the construction schedule and recommendations for appropriate bidding categories and phases.
- f. Review an occupancy schedule to be implemented upon completion of construction.
- g. Produce and review projected cash flow schedules for all aspects of the Project.
- h. Review commissioning options with District and incorporate appropriate commissioning duties into the plans and specifications.

3. Bidding Phase Services

- a. Complete bid package of all required construction documents and specifications, including reproduction of same.
- b. Develop the necessary advertising for bid document distribution.
- c. Assist District with creating all possible contractor interest in bidding and performing this work.
- d. Prepare and distribute construction documents to bidders.
- e. Participate in pre-bid conferences with all bidders for each division of work.
- f. Assist in evaluating bids in each work category.
- g. Participate in post-bid interviews with apparent low bidders.
- h. Develop award recommendations to District.
- i. Review all trade contracts and associated documents.
- j. Advise District as to necessary building permits and other governmental agency approval applications.

4. Construction Phase Services

- a. Provide on-site observation and supervision of construction in satisfaction of the requirements of 1937 PA 306 and 1980 PA 299, including supervision and site visits as necessary during the entire construction period.
- b. Continually monitor and update construction, construction draw, and occupancy schedules.
- c. Prepare change order requests, and receive District approvals.
- d. Review shop drawings and expedite the review process.
- e. Review payment and cost control procedures, including the following:

- i. Subcontractors' Schedule of Values
 - ii. Subcontractors' Payment Application and Certification
 - iii. Subcontractors' Sworn Statements and Waivers of Lien, if applicable
 - iv. Purchase Order and disbursement Summaries
 - v. Change Order Listings
 - vi. Budget Cost Summary Reports
 - f. Participate in progress meetings and provide progress reports of same.
 - i. As needed, meet with the building principal to discuss any activities which may affect operations.
 - ii. Weekly meeting with District representative and trade contractors.
 - iii. Monthly meetings for planning, coordination, and payments with District administrators which will include status reports on the Project, budget, change orders, and allowances for reimbursable expenses.
 - g. Prepare as-built drawings and record and review operating and maintenance manuals, warranties, guarantees, and Project directories.
 - h. Ensure that all construction is completed as specified by the construction documents and meets all codes and regulations of agencies having jurisdiction.
 - i. Provide review and coordinate Project commissioning.
 - j. Prepare punch lists, coordinate final inspections, and recommend District acceptance and occupancy.
5. Post-construction Phase Services
- a. Assist in conducting training sessions for appropriate employees regarding the operation and maintenance of technical equipment. Videotape a training session for the District's future use.
 - b. Provide staff readily available during three-month adjustment period as staff and students become accustomed to new surroundings.
 - c. Provide follow-up for the duration of the longest warranty period covered by a subcontractor on the Project.

M. Insurance Coverage

Prior to beginning work, the selected firm will be required to provide a copy of insurance certificates for general and professional liability coverages. Any consultants of the Architect shall provide insurance coverages at least equal to that provided by the Architect, and those consultants shall provide insurance certificates for general and professional liability coverages.

N. Payment of Fees

The District will make payments to the Architect as determined during contract negotiations with the selected firm. Professional fees and reimbursable expenses shall be itemized on the same invoice so that the District may issue one monthly check to the Architect. The specific day of the month on which invoices are to be received and checks released will be determined during contract negotiations with the selected firm.

Hancock Public Schools

**REQUEST FOR PROPOSAL FOR
ARCHITECTURAL SERVICES
PART 2 -- PROPOSAL REVIEW AND SELECTION PROCESS**

A. Time Frame for Architect Selection

It is the intent of the District to select an Architect according to the following schedule:

September 17, 2021	RFP is released.
_September 29, 2021, 4:30 p.m.	Optional pre-proposal review meeting with Owner.
_October 15, 2021 , 5:00 p.m.	Proposals are due.
_October 18, 2021 , 6:00 p.m.	Optional Bidder interviews with the Board of Education.
_October 25, 2021 , 5:30 p.m.	Board of Education selects an Architect and authorizes the Superintendent to finalize a contract.
_October 26, 2021	Architect begins work.

The District may modify or eliminate any of the above schedule in its sole discretion.

B. Review and Selection Process

The District reserves the right to reject any or all proposals that are determined not to be in the best interests of the District. The District will not necessarily select the lowest cost proposal.

C. Architect Interviews

It is expected that the District may invite firms to participate in interviews with the Board of Education (and/or, if applicable, any Selection Committee) and to answer any questions that may exist about their proposal.

D. Evaluation Criteria

The District will evaluate proposals considering all of the information provided in response to this RFP, including but not necessarily limited to the following:

Adherence to RFP: To merit evaluation, submittals must conform, in both content and presentation, to the parameters established in this request.

Relevant Experience: Relevant experience of the firm with construction and renovation of K-12 public school facilities, particularly those of comparable size and complexity.

Qualifications: Qualifications and experience of the key staff to be assigned to these projects.

Timeliness: Ability of the firm to complete work tasks specified in this RFP in a timely fashion.

Responsiveness: The ability to meet quickly with District officials, contractors, etc. when necessary.

Team Compatibility: The ability of the firm to work with students, District employees, parents, community members, architectural firms, contractors, and governmental officials based on references and interviews.

Fee Proposal: The total fees for Architectural services, including professional fees and allowances for reimbursable expenses.

E. Awarding of the Contract

All proposals received shall be subject to evaluation by Administration for the purpose of recommending a firm or firms with whom a contract will be signed. Authorization for execution of a contract will be approved by the District's Board of Education after it has had an opportunity to review the recommendations of the Administration.

The form of Contract shall be based on the modified version of AIA Document B132 – 2019 Edition, attached hereto as Attachment “A”. The bidder shall be deemed to agree with the attached document in its entirety, except and to the extent the bidder specifically objects in writing to any provision therein and attaches the objection(s) as a separate document to its response to this RFP, along with a proposed alternative.

Notwithstanding anything herein to the contrary, the District shall have the ability, in its sole discretion, to negotiate any term of the Contract. The award of a Contract shall be contingent upon the successful negotiation of same.

Hancock Public Schools

**REQUEST FOR PROPOSAL FOR
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PART 3 -- PROPOSAL DETAILS**

NAME OF FIRM: _____ YEAR ESTABLISHED: _____

ADDRESS: _____
(Street) (City/State) (Zip Code)

TELEPHONE NUMBER: _____ FAX NUMBER: _____
(Area Code) (Area Code)

A. BUSINESS ORGANIZATION

1. Individual ____ Partnership ____ Corporation ____ Other
2. Years firm has provided K-12 Architectural Services: _____
3. List Principals and officers of the firm:

4. List the various professional and support staff positions and number of personnel in each position in your firm.

<u>Professional Staff</u>	<u>Number</u>	<u>Support Staff</u>	<u>Number</u>
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5. Provide a brief history of your firm's experience with public school construction.

6. **PERSONNEL:**

Provide an organization chart, including resumes of all key personnel your firm will commit for the duration of this Project if awarded the contract and the hourly rate for such personnel in the event they provide Additional Services, and provide documentation regarding their respective qualifications. For the project manager and project architects you identify to be assigned for the duration of our Project, provide the name and phone number of two superintendents, two business managers and two building principals with whom the architect has worked on a school building project. Architect shall not change staff assigned to the Owner's Project without Owner's approval or Owner's request except in the event such individual dies, is disabled or leaves the employment of the Architect.

7. List professional consultants outside your firm you propose using to provide services not available in your firm.

<u>Firm Name</u>	<u>Location City/State</u>	<u>Specialty</u>	<u>Number of Times Affiliated With You</u>
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- 1.
- 2.
- 3.
- 4.

8. What is your firm's present workload?

	<u>Number of Projects</u>	<u>\$ Value</u>
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Bond elections in the next 12 months
 Projects in pre-construction phase
 Projects in construction phase

Provide a list of all scheduled construction projects and unscheduled construction projects currently being handled by your firm, including an indication of percentage of completion for each project.

9. What is your General Liability Insurance coverage:

- a. Total amount of protection provided.
- b. Amount of deductible, if any.
- c. Name, address, phone #, and contact person of Insurance Company.
- d. Are the costs of this coverage included in your Fee Proposal? If not, what is that additional cost?

10. What is your Professional Liability coverage:

- a. Total amount of protection provided.
- b. Amount of deductible, if any.
- c. Name, address, phone #, and contact person of Insurance Company.
- d. Are the costs of this coverage included in your Fee Proposal? If not, what is that additional cost?

11. Have you had mediation, litigation, arbitration or a claim filed against or settled with your firm by an educational client or have you filed or settled the same against an educational client? If yes, explain each in detail.

12. Have you had mediation, litigation, arbitration or a claim filed against or settled with your company by any client outside of the educational market or have you filed the same against any other client? If yes, explain each in detail.

13. Has your firm ever been terminated, for cause or for convenience, prior to completion of a project or has your firm ever terminated an architectural or design contract, for cause or for convenience, prior to completion of a project? If yes, explain each in detail.

B. APPROACH TO ARCHITECTURAL SERVICES

1. Describe in detail, the process you will follow from approval of the bond election to approval of the final design, to develop the drawings and specifications for our Project.

2. List what you consider to be the best new school/school renovation project you have designed:

Project Name:
School District:
Contact:
Phone Number
Total Cost
Square Footage
of Change Orders
Date Completed
Project Architect
Why do you consider this school to be your firm's best work?

Cost per Square Foot
Cost of Change Orders

3. List the top five exceptional educational features of new school construction/school building renovations designed by your firm.

4. Describe the method(s) of budget/cost control, quality control, and time schedule adherence you will use for the Project.

5. List the steps in your standard change order procedure, your criteria used to determine whether Additional Service fees will be charged and for change orders, and your fee schedule for change orders.

6. Explain your philosophy regarding change orders and identify on both a dollar and percentage basis the volume of change orders on each of your last five (5) K-12 new construction/addition-renovation construction projects. For these projects, indicate the proportion of those changes that were owner-initiated and the identity of the owner.

7. Describe how your firm stays up-to-date on construction code and regulatory requirements applicable to school construction.

8. Some of the construction work may occur while school is in session. Describe how your firm will minimize any interruptions to our day-to-day operations.

9. Discuss the method of on-site observation you will use for our Project, and how you will ensure a same-day response should we need on-site advice.

10. Describe your philosophy regarding the establishment, use and purpose of contingency funds.

11. Identify all categories of anticipated reimbursable expenses the Architect would expect to charge to the District.

12. Describe in detail the typical school bond election informational campaign run by your firm, including the identification of the individual(s) you would assign to such a campaign to work with the District. Please also identify the number of school bond campaigns your firm has handled in the last 24 months in Michigan and identify all such successful campaigns. Include references from at least one unsuccessful and two successful campaigns.

13. Add any additional information about your design approach as envisioned for this Project.

14. List the five (5) most recent school construction projects for which your firm has acted as Architect, including a general description of the project and contact information for your primary contact with the school district.
 - a. Project Name:
 School District:
 Contact:
 Phone Number
 Total Cost
 Square Footage
 # of Change Orders
 Date Completed
 Project Architect
 Why do you consider this school to be your firm's best work?

 Cost per Square Foot
 Cost of Change Orders

 - b. Project Name:
 School District:
 Contact:
 Phone Number
 Total Cost

Square Footage
 # of Change Orders
 Date Completed
 Project Architect
 Why do you consider this school to be your firm's best work?

Cost per Square Foot
 Cost of Change Orders

c. Project Name:

School District:
 Contact:
 Phone Number
 Total Cost
 Square Footage
 # of Change Orders
 Date Completed
 Project Architect
 Why do you consider this school to be your firm's best work?

Cost per Square Foot
 Cost of Change Orders

d. Project Name:

School District:
 Contact:
 Phone Number
 Total Cost
 Square Footage
 # of Change Orders
 Date Completed
 Project Architect
 Why do you consider this school to be your firm's best work?

Cost per Square Foot
 Cost of Change Orders

e. Project Name:

School District:
 Contact:
 Phone Number
 Total Cost
 Square Footage
 # of Change Orders
 Date Completed
 Project Architect
 Why do you consider this school to be your firm's best work?

Cost per Square Foot
 Cost of Change Orders

C. Anticipated Project Schedule

The District desires that construction for the Project begin on Spring of 2023 and that substantial completion be achieved by not later than August of 2024. Please identify any concerns or reservations your firm may have with these general parameters and describe any negative impacts on the Project foreseen as a result of such parameters. The District anticipates working with the selected Architect after bidding to consider Project Schedule adjustments necessary to maximize bidding opportunities.

D. Cost Proposal

Because this RFP relates to the provision of services on a yet-to-be-determined project scope, the cost proposal shall be stated as a percentage of construction cost as set forth below. The total cost is to include professional fee and allowances for reimbursable expenses. If you believe any other information or clarification may be helpful to the District in determining your cost for services (such as, but not limited to, a further breakdown of costs per cost or work category), please include that information in your proposal.

Hancock Public Schools

**REQUEST FOR PROPOSAL FOR
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PART 4 -- PROPOSAL SUMMARY**

Project Cost:	\$15,000,000 - \$20,000,000		\$20,000,001 - \$25,000,000		\$25,000,001 - \$50,000,000	
Type of Work:	New Construction	Renovation	New Construction	Renovation	New Construction	Renovation
% of Cost						

This proposal has been prepared to provide the District with all the information requested in Part 3 - Proposal Details of the RFP regarding Architectural services. The undersigned certifies that the proposal contained herein meets or exceeds the scope of services as outlined in this RFP, and that any items that have been deleted from and/or added to the requested scope of services (including, but not limited to, the proposed contract language) are clearly noted as follows:

Signed this ____ day of _____, 2021.

Firm Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

If a corporation, indicate State of incorporation and affix seal.

Attest: _____

By: _____
Signature/Title

ATTACHMENT “A”

Form of Agreement

**ATTACHMENT “B”
FAMILIAL DISCLOSURE STATEMENT**

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:

(insert name of affiant)

1. I am a/the:
- President
 - Vice-President
 - Chief Executive Officer
 - Member
 - Partner
 - Owner
 - Other (please specify) _____

of [insert name of contractor], a bidder for architectural services for Hancock Public Schools.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for architectural services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ___ day of _____, 202__

(signature)

(printed)

Notary public, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

ATTACHMENT "C"

IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

I am the _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of architectural services to Hancock Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)