

**MANISTIQUE AREA SCHOOLS**

**ARCHITECTURAL SERVICES**

**REQUEST FOR PROPOSALS ("RFP")**

October 15, 2018

Manistique Area Schools

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

**A. Instructions**

Qualified firms are invited to submit proposals to Manistique Area Schools (the "District") for Architectural Services for a proposed sinking fund project which may include: (1) Pre-Design Phase Services, (2) Design Phase Services, (3) Construction Phase Services, (4) Post-Construction Phase Services, and (5) other potential components to be determined (collectively the "Project"). The successful firm is also expected to provide the District assistance in developing the full scope of the District's construction program and Project.

The scope of the Project is not yet fully determined. Proposing firms are expected to evaluate the District's facilities and assist in developing the Project program. However, the District is currently considering renovations and remodeling of the Middle/High School locker rooms.

Given the project scope, the District expects that it will *not* use a Construction Manager for this Project in order to save more money for construction costs. The District reserves the right however, to modify the form of delivery method prior to the execution of an agreement between the selected architect and District based on the proposals submitted. 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 AIA Document B101 – 2017 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, six (6) copies of the complete proposal must be received no later than 4:00 p.m., November 5, 2018. Proposals should be addressed to:

Maryann Boddy, Superintendent  
Manistique Area Schools  
100 N. Cedar St.  
Manistique, Michigan 49854-1298

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 may not be considered, in the District's discretion. 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 Maryann Boddy at the address above, via telephone at (906) 341-4300, or via email at [mboddy@manistiqueschools.org](mailto:mboddy@manistiqueschools.org). Information about the District is available during business hours (8:00a.m. – 5:00p.m.).

**F. Economy of Preparation**

Proposals should be prepared simply, providing a concise description of the submitting party'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**

The section entitled, 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 must 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 Building Construction Act, and 1980 PA 299, as amended, and other applicable laws.* 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 which are rejected by the District. Failure of the successful firm to abide by such obligations without the express consent of the District's Board of Education will result in cancellation of the award.

**K. Proposed Project Schedule**

The District expects construction work on the Project to commence after the 2018-2019 school year and to be completed before the 2019-2020 school year. Accordingly, all construction work must be done during the summer of 2019. The Architect awarded the Project will be expected to participate in that process and assist the District in further refining the design and construction schedule. The District and all bidders recognize that this schedule may be modified once the Architect is selected and the Architect has reviewed the Project requirements.

**L. Collusive Bidding and Relationship Disclosure**

The Proposer certifies that its 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 and services identified in this section and as set forth in the form of Agreement attached as Attachment "A." The District will consider alternate proposals; however, the proposals 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," "Proposer," "Bidder," or "firm," or other similar term shall all be intended to refer to the entity submitting a response to this RFP.

1. Pre-Design Phase Services

- 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. Assist in determining the estimated cost of the desired improvements and in sizing the Project.
- c. Attend meetings and make presentations concerning the proposed Project.
- d. Assist the District in the development of the District's construction program and Project scope.

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 the project:
  - i. Structural Design
  - ii. Architectural Design
  - iii. Mechanical Design
  - iv. Electrical Design
  - v. Civil Design
  - vi. Energy Efficiency 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.
- i. Provide necessary cost estimates to satisfy statutory requirements and to permit the Architect to perform basic services.

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.
- c. Prepare and distribute construction documents to bidders.
- e. Participate in pre-bid conferences with all bidders for each division of work.
- d. Assist in evaluating bids in each work category.
- f. Participate in post-bid interviews with apparent low bidders.
- e. Develop award recommendations to District.
- g. 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. Contractors' Schedule of Values
  - ii. Contractors' Payment Application and Certification
  - iii. Contractors' 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, including but not limited to mechanical and electrical systems.
  
- j. Prepare punch lists, coordinate final inspections, and recommend District acceptance and occupancy.
  
- 5. Post-construction Phase Services
  - a. Assist in facilitating/requiring training sessions for appropriate employees regarding the operation and maintenance of technical equipment.
  - b. Provide follow-up and call-back services for the duration of the longest warranty period covered by a contractor on the Project.
  - c. Conduct a post-occupancy walk-through appropriately timed to address Project issues prior to expiration of applicable warranties.

**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**

Professional fees and reimbursable fees shall be itemized on the same invoice so that the District issues no more than one monthly check to the Architectural firm. The specific days of the month on which invoices are to be received and checks released, as well as the payment schedule, will be determined when the contract is finalized with the selected firm. The District will make payments to the Architect as determined during contract negotiations with the selected firm but fees will be paid in general proportion to the value of services rendered.



**Manistique Area 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:

October 15, 2018	RFP is released.
October 22, 2018	Optional review meeting with Owner.
November 5, 2018	Proposals are due.
November 12, 2018	Potential Bidder interviews with the Superintendent/ Recommendation Committee/Board of Education
November 19, 2018	Board of Education selects an Architect and authorizes the Superintendent to finalize a contract.
November 26, 2018	Architect begins work.

The District reserves the right to adjust the above schedule and/or to add/remove steps as it deems necessary or desirable in its sole discretion, with or without notice to bidders or potential bidders.

**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 Request for Proposal, 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 District Administration and the Board of Education for the purpose of recommending a firm or firms with whom a contract will be executed. It is anticipated that the Board of Education will authorize a District administrator to finalize contract terms with the selected firm, which terms will be subject to the final approval of the Board of Education.

The form of Contract shall be based on the modified version of AIA Document B101 – 2017 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. Without limiting the breadth of the foregoing, it is expressly acknowledged and agreed that the District has the right to require negotiation of an Owner/Architect Agreement utilizing an “agency” construction manager or using no construction manager.

**Manistique Area Schools**

**REQUEST FOR PROPOSAL FOR  
ARCHITECTURAL SERVICES  
PART 3 – PROPOSAL DETAILS**

NAME OF FIRM: \_\_\_\_\_ YEAR ESTABLISHED: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
(Street) (City/State) (Zip Code)

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

**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. Provide the hourly rates of all listed staff categories in this paragraph. Bidders should list all employees/staff categories and their hourly rates if the bidder proposes to utilize such staff for the Project.

<u>Professional Staff</u>	<u>Number</u>	<u>Hourly Rate</u>	<u>Support Staff</u>	<u>Number</u>	<u>Hourly Rate</u>
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5. Provide a brief history of your firm's experience with public school construction.
6. Describe the services your firm will provide during and after Project Closeout, Commissioning, Punch List process, and following up on claims, guarantees and warranties.

**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 the 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. Has your firm had 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. Has your firm had 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 facilities assessment to approval of the final design, to develop the drawings and specifications for our Project.
  
2. List what you consider to be the best school building sinking fund renovation project you have designed:  
  
Project Name:  
School District:  
Contact:  
Phone Number  
Total Cost  
Square Footage  
# of Change Orders  
Date Completed  
Project Architect  
Cost per Square Foot  
Cost of Change Orders  
Why do you consider this school to be your firm's best work?
  
3. List the top five exceptional educational features of 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 school construction/building 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. Add any additional information about your design approach as envisioned for this Project.
  
13. List the three (3) most recent new school construction/building renovation projects for which your firm has acted as Architect.
  - a.
 

Project Name:	
School District:	
Contact:	
Phone Number	
Total Cost	
Square Footage	Cost per Square Foot
# of Change Orders	Cost of Change Orders
Date Completed	
Project Architect	
  
  - b.
 

Project Name:	
School District:	
Contact:	
Phone Number	
Total Cost	
Square Footage	Cost per Square Foot
# of Change Orders	Cost of Change Orders
Date Completed	
Project Architect	
  
  - c.
 

Project Name:	
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School District:	
Contact:	
Phone Number	
Total Cost	
Square Footage	Cost per Square Foot
# of Change Orders	Cost of Change Orders
Date Completed	
Project Architect	

**C. Anticipated Project Schedule**

The anticipated project schedule is yet to be determined, except that all construction must be done during the summer of 2019 and be substantially complete by the start of the 2019-2020 school year. Please identify any concerns or reservations your firm may have with that goal and describe any negative impacts on the Project foreseen as a result of the limited information available regarding project scope and schedule. The District anticipates working with the selected Architect after bidding to consider Project Schedule adjustments necessary to maximize bidding opportunities.

**Manistique Area Schools**

**REQUEST FOR PROPOSAL FOR  
ARCHITECTURAL SERVICES  
PART 4 – PROPOSAL SUMMARY**

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 fees 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 varying percentage of cost depending on project size), please include that information in your proposal. The Architect's fee will be converted to a lump sum after the Project scope is sufficiently refined.

**Project Cost – Under \$1,000,000**

		Fee as a % of Cost of the Work
1.	Pre-Design Phase	
2.	Design Phase	
3.	Construction Phase	
4.	Post-Construction Phase	
5.	Any Other Costs	
6.	Total Fee/Compensation	



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:

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Signed this \_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_.

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

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

Attest: \_\_\_\_\_

By: \_\_\_\_\_  
Signature/Title

## **ATTACHMENT "A"**

Manistique Area Schools is currently in year two of a ten year Sinking Fund millage that generates approximately \$450,000 per year for building projects. It is the expectation that the architectural services hired for the summer 2019 locker room project will be able and willing to continue through the duration of the millage cycle and provide architectural services for the district as new projects are identified.

Manistique Area Schools requests that bids be submitted for the for remodeling of two locker rooms with an alternate bid to include the remodel of a third locker room.

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:
  - G President
  - G Vice-President
  - G Chief Executive Officer
  - G Member
  - G Partner
  - G Owner
  - G Other (please specify) \_\_\_\_\_

of [insert name of firm], a bidder for architectural services for Manistique Area 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:



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 Manistique Area 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)