

Iowa Valley Community College District
3702 South Center Street
Marshalltown, Iowa 50158
641-844-5539

Date Request for Proposal (RFP) Published: December 6, 2019

REVISED

**Request for Proposal (RFP)
For
Professional Design Services**

NOTICE TO BIDDERS

Iowa Valley Community College District (hereinafter “District”, or “Owner”) will receive sealed proposals before 2:00 pm on January 10, 2020. Consultants are requested to submit a sealed envelope or box with the words Professional Services Proposal clearly marked on the outside and deliver to Iowa Valley Community College District, Attn: Kathy Pink, 3702 South Center Street, Marshalltown, Iowa, 50158. Phone number: 641-844-5539. Email kathy.pink@iavalley.edu. (Note: IVCCD is closed for winter break from December 23, 2019 – January 1, 2020.)

Bidders are requested to submit a signed original and ten copies of their proposal accompanied by an electronic copy, in PDF format either emailed or provided on a flash drive. No faxed proposals will be accepted. Failure to provide information requested may be cause for rejection, however, the District reserves the right to request additional clarifications and information.

Each consultant assumes full responsibility for delivery and deposit of completed proposal package before the deadline. The District is not responsible for any loss or delay with respect to delivery of the proposals. The District reserves the right to reject any and all proposals and to negotiate changes with any consultant. The District is not liable for any cost incurred by any consultant prior to the execution of an agreement or contract. Nor shall the District be liable for any costs incurred by the consultant that are not specified in any contract.

In addition to the attachments and other requirements of this Request for Proposal, the proposal shall contain the following: a cover letter, an executive summary, narrative text as listed in Part III, Section O, and a professional fee proposal. The proposals shall include a detailed explanation of all fees. Exhibit F may be used for your fee proposal, and the fee proposals shall be submitted in a separate sealed envelope.

Proposals should not contain promotional or display materials. All questions posed by the Request for Proposal must be answered concisely and clearly. Proposals that do not address each criteria may be rejected.

Submitted proposals will be reviewed and evaluated by the District. After evaluation, the highest ranking firms will be interviewed by committee for final recommendation to the IVCCD Board of Directors.

The duties required of the Architect are as specified in Attachment G hereto and by this reference made a part hereof, which is the form of the contract the Architect shall be expected to execute.

Inquiries regarding interpretation of this RFP and other questions should be directed in writing to Kathy Pink at 641-844-5539, and/or email kathy.pink@iavalley.edu no later than the close of business day on December 18, 2019.

TIMELINE

December 5, 2019	RFP Issued
December 18, 2019	Inquiry Deadline
January 10, 2020	Proposals Due
January 27-30, 2020	Interviews by Committee
February 12, 2020	Contract Award by Board

PART I

A. PURPOSE

To hire an Architect to provide professional comprehensive design services for the contemplated project(s). Professional design services will include architectural structural, mechanical, electrical, civil, and other consultants as may be required. Professional services should include, but are not limited to, conceptual facility planning, financial impact analysis, community engagement, site analysis, and needs analysis. Interested and qualified firms are invited to submit a proposal to provide professional services for the project(s) as noted below.

Construction Project(s) will include renovation and construction at the IVCCD locations in the cities of Iowa Falls, IA, Marshalltown, IA, and Grinnell, IA. Projects include building and/or renovation of the following: Iowa Falls – dormitories, education spaces, roofs, HVAC, building envelope, and converting pool area to multipurpose area; Marshalltown – education spaces, learning center renovation, parking lots, building entrances, HVAC, roofs, building envelope, conference space renovation, hallways, ceilings, and activity space in gymnasium; Grinnell – learning spaces, secure vestibule for Gunsmithing program, parking lot, building entrance; District-wide – security systems for buildings and other work as described in Attachment H. The District desires that it have available the best design and technical services in order to advise the administrators and employees of the District regarding design and technical information that may be required to make decisions regarding the Construction Project(s). The consultant shall be able to describe the potential effect on the District's long-term educational facilities. It is acknowledged that one or several projects may be in various stages of progression given the need for phasing to meet each Colleges' operating needs. Appropriate personnel of the District will be designated to assist the work of the Architect.

The general role of the Architect will be to meet and represent the expectations and interests of the District related to its Construction Project(s), cost management issues, program schedule, construction quality control, and close out and warranty issues. The Architect shall communicate directly with the College and District personnel and any additional consultants or professionals it may hire on all matters regarding the Project, including a Construction or Project Manager, or owner's representative if so employed by the District.

B. INTRODUCTION-SCOPE OF SERVICES DEFINED

1. The District is seeking architectural services to assist in the planning, construction/renovations, and management of its Construction Project(s). Each bidder should provide information as is appropriate to demonstrate competence in the architectural field relative to the planning, design documents, construction administration, cost management, and time management of public construction projects and Iowa Competitive Bidding Law.

2. The District's Construction Projects consist of the project(s) listed in Attachment H.
3. This RFP shall contain performance responsibilities and expectations of the successful consultant. However, additional responsibilities shall be outlined in the Owner/Architect Contract listed in Attachment G. If there is any inconsistency between this RFP and the Owner/Architect Contract, the terms of the Owner/Architect Contract shall control.

C. DEFINED TERMS

Approved Construction Budget: Means the construction budget figure established by the Owner in conjunction with the Architect and any other consultants. The Approved Construction Budget shall not include equipment or other items purchased by the Owner, if said equipment will not be permanently affixed to the public improvement. The Approved Construction Budget shall also not include other costs to the Owner such as Architect's fees, engineer's fees, and the cost of surveys, soil, investigations, and other tests and development fees, but shall include items to be permanently affixed to the public improvement or that, when attached, become so related to particular real estate that an interest in them arise under real estate law.

Architect: Means a person who is qualified by education and experience to design structures for each Project. No person can be an architect without being licensed in the State of Iowa.

Basic Services: Means the design, bidding, construction administration and closeout of each District's and College's Construction Project.

Change Order: Means any change from the contract documents in Construction Project which is part of the Approved Construction Budget and which must be approved in writing by the Board of Directors prior to work being performed as a more particularly defined in the Contract between Owner and Architect.

Construction Project: Means the Iowa Valley Community College District's Construction Projects, as described in Section A.

Contract Documents: Means all documents that form the Agreement with the Architect, including this Request for Proposal and all attachments thereto, the Architect's Proposal, the Agreement with the Architect and all attachments and exhibits thereto.

Contractor: Means the person or entity identified as such in the construction contract for the Construction Project and is referred to throughout the Contract Documents as if singular in number. The term "Contractor" means the Contractor or the Contractor's authorized representative.

Owner or College: Means the Iowa Valley Community College District, including its authorized representative(s).

Scope of Work: Means the planning, design, bidding construction administration and closeout of the District's and College's Construction Projects.

Timeline: Means the period of time, including authorized adjustments, allotted in the Contract Documents for each project for final completion of each project.

D. BASIC SERVICES/RESPONSIBILITIES OF THE ARCHITECT

The ARCHITECT, if hired, would be generally asked to perform all of the following professional services incident to the Construction Projects including but not limited to:

1. Schedule-Time line (defined as: updating initial Time line as needed and approved by the owner)
2. Planning/Programming (defined as: developing the initial plan and conceptual Specifications for the Construction Projects)
3. Schematic Design with detailed cost estimate
4. Design Development with detailed cost estimate
5. Construction Documents with detailed cost estimate
6. Advise on available alternatives for construction costs, schedules and feasibility
7. Provide cost benefit assessments to be used in selecting materials and systems
8. Bidding
9. Construction Oversight and Management
10. Contract Administration/Close Out
11. Warranty Inspections and Reviews
12. Commissioning, upon request of the District (defined as: verifying all facility systems work, such as HVAC, fire alarm, clocks, etc.)

E. TERM

The Architect must be available to begin service on February 14, 2020, and shall continue to serve at the direction of the District until the District's Construction Projects, or any other additional projects, for which the Architect has been assigned responsibility, are fully completed and the warranty period has concluded. The contract may be extended upon agreement of the parties. The District reserves the right to terminate the contract on seven (7) days written notice. The District also reserves the right to negotiate and contract for an extension of the Architect's services based upon a monthly or other mutually agreeable rate, which rate shall be a part of the bid proposal.

F. ARCHITECT'S RESPONSIBILITIES FOR PRE-DESIGN SERVICES

The Architect's Scope of Work responsibilities include, but are not limited to:

1. The Architect shall prepare financial data/information and conceptual/schematic plans and other materials, as authorized by the District, to be used in community communications about the project.
2. A representative of the Architect, selected by the Owner, will be present at reasonably scheduled meetings, as needed, with District and College representatives and/or the public to answer questions regarding the Construction Projects.

G. ARCHITECT'S RESPONSIBILITIES FOR DESIGN PHASE

The Architect's responsibilities during these two stages of the Design Phase may include, but are not limited to:

1. Initial Design Stage:
 - a. Prepare Schematic Design Documents for Construction Projects for the Project leading to a recommended solution together with a general description of the Project,
 - b. Prepare construction cost estimates and Total Construction Projects cost estimates.
 - c. Prepare preliminary material and time schedules, for approval of the Owner.
 - d. Prepare Construction Budget for each project in conjunction with the Owner.
2. Final Design Stage:

- a. Prepare from the approved Schematic Design Documents, for approval by the District, the Design Development Documents consisting of drawings and other documents to fix and describe the size and character of the entire Project as to structural, mechanical and electrical systems, materials, construction cost estimate, revised schedule, and such other essentials as may be appropriate
- b. Provide updated construction cost estimates.
- c. Compile and coordinate revised construction scheduling.
- d. Preparation of bid specifications and project manual, including paper and electronic copies.
- e. Assist in identifying potential bidders.
- f. Develop contract documents in consultation with Owner.
- g. Identify and solicit long lead time items.

H. THE ARCHITECT'S RESPONSIBILITIES DURING THE BIDDING PHASE

The Architect's responsibilities during the Bidding Phase may include, but are not limited to:

- 1. Assist in obtaining bidder participation.
- 2. Conduct pre-bid meetings at the direction of the District.
- 3. Coordinate bidding logistics.
- 4. Administer bid receipt procedures at direction of the District.
- 5. Analyze and evaluate bid proposals, including but not limited to cost implications and time implications.
- 6. Make bid award recommendations. Attend board meetings as needed.
- 7. Assist District in resolving bid irregularities.
- 8. Update Approved Construction Budget for the Construction Projects.

I. THE ARCHITECT'S RESPONSIBILITIES DURING THE AWARD PHASE

The Architect's responsibilities during the Award Phase include, but are not limited to:

1. Review Contractor submittals for conformance with the Contract Documents, including but not limited to: alternates, schedules, bonds and insurance.
2. Formulate and compile schedules of values from Contractor(s) through final completion, including cleanup and punch list. Level of detail to be negotiated between the parties.
3. Compile and integrate construction schedules from Contractor(s) through final completion, including cleanup and punch list. Level of detail to be negotiated between the parties.
4. Formulate and distribute notice to proceed.
5. Conduct pre-construction meeting.
6. Clarify job site administrative procedures.

J. THE ARCHITECTS RESPONSIBILITIES DURING THE CONSTRUCTION PHASE

The Architect's responsibilities during the construction phase may include, but are not necessarily limited to:

1. Develop, initiate and fully implement the following:
 - a. Quality management plan
 - b. Scheduling process
 - c. Shop drawing submittal and approval procedures
 - d. Progress payment procedure which must include Architect and Contractor reviewing and negotiating each progress payment application at least three (3) days before construction meeting and present District with written recommendation regarding each pay request at monthly construction meetings
 - e. Communication system
 - f. Reporting and record systems

- g. Staging and site utilization plans
 - h. Expediting plan
2. Coordinate contractor(s) activities.
 3. Verify receipt of approvals from governmental entities having jurisdiction over each project.
 4. Administer construction contract(s).
 5. Review project schedules and schedule changes and provide written documentation stating reasons for schedule changes and any recommendations regarding such change.
 6. Motivate contractor performance.
 7. Maintain contract document file, written and electronic progress and project reports and written cost accounting records.
 8. Review and make recommendations with respect to requests for changes in the contract including all Change Orders. Prepare Change Orders as necessary.
 9. Provide construction supervision as District's representative.
 10. Monitor and evaluate contractor work for compliance with the Contract Documents.
 11. Determine completion schedules.
 12. Coordinate record drawings.
 13. Verify changed conditions and Change Orders and document extra work performed; provide written recommendation to District regarding such changes and extra work prior to performance of work by Contractor.
 14. Visit and inspect the site at least weekly, or at less time as agreed upon by the District, and prepare written and photographic documentation of visits as warranted. The appropriate District personnel need to be included in all site visits.
 15. Ascertain that the Drawings, Plans and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules, policies, and regulations. If the Architect recognizes that portions of the Drawings and Specifications are at variance therewith, the Architect shall promptly notify the

District, in writing, and shall take all actions necessary to ensure compliance with all applicable laws, regulations and codes.

16. Verify final completion and coordinate clean-up.
17. Assist in start-up/commissioning work, as requested.
18. Negotiate final completion and acceptance of Construction Projects by District.
19. Work with IVCCD construction manager on all aspects of the projects.
20. Carry out such other requirements consistent with competent and responsible construction duties and procedures or as required by the District.

**K. THE ARCHITECT'S RESPONSIBILITIES DURING THE WARRANTY/
GUARANTEE PHASE**

1. Make at least one (1) complete inspection of the work after the work has been accepted by District (i.e., one inspection at approximately eleven [11] months after acceptance).
2. Provide written report of inspections.
3. Evaluate the performance of any warranty work or correction of any defective work by contractor(s) under the terms of it/their contract(s).
4. Assist the District in getting defective work or warranty work completed by alternative means, if not performed by contractor, at no additional cost to the District.

L. THE ARCHITECT MUST MEET WITH THE DISTRICT'S AND COLLEGE'S DESIGNATED PERSONNEL AT LEAST BI WEEKLY DURING THE NON-CONSTRUCTION PHASE OF THE CONTRACT AND AT LEAST WEEKLY DURING THE CONSTRUCTION PHASE OF THE CONTRACT, UNLESS OTHERWISE AGREED TO BY THE DISTRICT AND SHALL PROVIDE ELECTRONIC AND WRITTEN REPORTS TO THE DISTRICT AND COLLEGE.

M. BIDDERS MAY SUBMIT VOLUNTARY ALTERNATE PROPOSALS FOR CONSIDERATION. BIDDERS MUST GIVE A COMPLETE DESCRIPTION AND GUARANTEED MAXIMUM PRICE OF THE SERVICES BEING OFFERED UNDER THE ALTERNATE.

N. THE DISTRICT MAY CHOOSE TO HAVE AN INTERVIEW WITH SOME OF THE PARTIES SUBMITTING PROPOSALS.

- O. THE CONTRACT BETWEEN THE DISTRICT AND SUCCESSFUL BIDDER IS THE AIA B101 2017 FORM OF AGREEMENT BETWEEN OWNER AND ARCHITECT, AS MODIFIED, AT ATTACHMENT G. EVERY BIDDER AGREES TO ENTER INTO THE CONTRACT CONTAINED AT ATTACHMENT G AND AGREES TO THE TERMS AND CONDITIONS CONTAINED THEREWITH BY SUBMITTING A RESPONSE TO THIS RFP. SUCCESSFUL BIDDER WILL BE EXPECTED TO SIGN THE OWNER-MODIFIED AGREEMENT WITH LITTLE TO NO NEGOTIATION OF TERMS. FAILURE OF THE SUCCESSFUL BIDDER TO ENTER INTO THE CONTRACT IN ATTACHMENT G MAY BE GROUNDS FOR REJECTION BY THE OWNER OF THE SELECTED ARCHITECTURAL FIRM.**

PART II

A. INQUIRIES AND PROPOSALS

All inquiries concerning this Request for Proposal are to be directed to:

Kathy Pink, Vice Chancellor for District Finance/CFO
kathy.pink@iavalley.edu
641-844-5539

Proposal due dates are listed on page 2.

B. REJECTION OF PROPOSALS

The District reserves the right to reject any or all proposals or parts thereof, to waive informalities and to enter into such contract or contracts as shall be deemed in the best interests of the District.

C. DISCLOSURE OF PROPOSAL CONTENT

The laws of Iowa require that at the conclusion of the selection process the contents of the proposals be placed in the public domain and be open for inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal.

D. PROPOSAL OBLIGATIONS

The contents of the proposal submitted by the successful bidder may become part of and be incorporated by reference into the Architect's Contract.

E. DISPOSITION OF PROPOSALS

All proposals become the property of the District and will not be returned to the bidder.

F. IOWA STATUTES AND COLLEGE RULES

Iowa Code Chapter 26 requires publication of a notice and hearing on plans, specifications, form of contract and estimate of total cost for any public improvement costing one hundred thirty-nine thousand dollars (\$139,000) or more. Chapter 26 also requires that the advertisement for bids for such public improvements specifies bid security and sealed bid procedure, and requires that the contract be let to the lowest responsive, responsible bidder.

The terms and conditions of the Request for Proposal, and the resulting contracts or activities based upon this Request for Proposal shall be construed in accordance with the laws of Iowa. Wherever differences exist between federal and state statutes or regulations affecting this procurement, interpretation shall be in the direction of that which is most beneficial to the interest of the District.

G. SIGNATURE OF OFFEROR'S AGENT

The proposal shall be signed by an officer of the offering firm or a designated agent empowered to bind the firm in a contract.

H. EVALUATION AND SELECTION PROCESS

1. During the evaluation and selection process, the District may desire the presence of a consultant's representative for the purpose of clarifying certain items in the bid, orally or in writing. Additionally, formal interviews of certain consultants may be requested.
2. If discrepancies between sections or other errors are found in a proposal, the District may reject the proposal; however, the District may, at its sole option, retain the proposal and correct any errors.
3. Evaluation of proposals will be based upon qualifications as set forth in Part I, Paragraph D, Part III, Paragraph O, and Attachment A of this Request for Proposal, references, previous working experience with the District (if any), and bid amount.

I. AWARD OF CONTRACT

The award of the contract, if made, will be made in the best interests of the District. The resulting contract will consist of this document, the response to this document, written letters and agreements modifying or changing the same, and any final contract agreements, memorandums, and written classifications. The District may reject any or all bids or parts of any bids and in its sole discretion may waive irregularities in any bid. "The award of a contract in the best interests of the District" means that the District is not required to award the contract to the lowest money bidder, even if the bidder is financially responsible, but

may award the contract to a bidder with a better service as determined by the District or who is more suitable to the District's intended purpose and whose bid is determined to be in the best interests of the District. Long range implications as well as short range implications will be considered by the District in making its decision.

PART III

A. TERMINATION

1. The District may terminate the contract resulting from this request at any time on seven (7) days written notice for convenience.
2. The District may terminate the contract in the event of non-performance by the Architect and shall provide the Architect with seven (7) days written notice.
3. The District may terminate the contract in the event of merger or acquisition of the Architect which is not approved by the District.
4. The District shall be obligated only for those services rendered and accepted before the date of notice of termination and any reimbursable expenses, less any damages that may be assessed for nonperformance.
5. With the mutual agreement of both parties, upon receipt and acceptance of not less than thirty (30) days written notice, the contract may be terminated on an agreed date before the end of the contract period without penalty to either party.
6. Notwithstanding any other provisions of the contract, if funds anticipated for the continued fulfillment of this contract are at any time not forthcoming or insufficient, either through the failure of the state or District to appropriate funds or through discontinuance or material alteration of the Construction Projects for which funds were provided, the District shall have the right to terminate this contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding.

B. REGULATORY COMPLIANCE

The Architect shall comply with all federal and state laws, rules, and regulations and all applicable District policies, rules, and regulations at all times.

C. AUDIT OR EXAMINATION OF RECORDS

1. The Architect shall agree that any authorized auditor, and where federal funds are involved, the Comptroller General of the United States or any other representative of the United States Government, shall have access to and the right to examine,

audit, excerpt and transcribe any directly pertinent books, documents, papers and records of the Architect relation to orders, invoices, or payments of this contract.

2. All records relating to this contract shall be retained for such period of time as required by law.

D. CHANGES

Changes in contractual provisions or services to be furnished under the resulting contract may be made only in writing and approved by an agent of the Architect and the District.

E. TAXES -- FEDERAL STATE AND LOCAL

The District is exempt from federal excise taxes, and no payment will be made for any taxes levied on the Architect's charges. The District is exempt from sales and use taxes on equipment and services supplied pursuant to this contract. No sales or use taxes shall be included in any bid price.

If a consultant includes in a price any state or federal tax which may be refunded, the consultant shall furnish proof as required by law which will enable the District to obtain any refund or credit to which it is entitled. If a service or an item is to be sold free of federal tax or any other state tax, the seller shall not include such tax in the price and shall furnish all proof required by law to assure that such tax will not be imposed upon the District.

F. CONFLICT BETWEEN TERMS

The District reserves the right to accept or reject any exception taken by the Architect to the terms and conditions of this Request for Proposal.

G. GRATUITIES AND CONFLICT OF INTEREST

Chapter 722 of the Code of Iowa provides that it is a felony to offer, promise or give anything of value or benefit to a person serving in a public capacity including a District employee with the intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to the employee's duties. Furthermore, a public official, public employee, or candidate, or that person's immediate family member shall not, directly or indirectly, accept or receive any gift or service of gifts from a restricted donor as provided in Iowa Code Chapter 68B.

The Architect or its affiliate/subsidiary may not be a construction or project manager, should identify any relationships with the General Contractors which could appear to give preference to any General Contractor on the Construction Project.

H. WAIVER OF INFORMALITIES

The District reserves the right to waive any and all informalities in proposals if such waiver does not substantially change the offer or provide a competitive advantage to any bidder.

I. INDEPENDENT CONTRACTOR

The selected Architect will be an independent contractor and not an employee of the District. The Architect is responsible for all withholding taxes, social security, unemployment, worker's compensation and other taxes and shall hold the District harmless for any claim for the same.

J. CONTRACTOR PERSONNEL

The District reserves the right to require replacement of any contractor or subcontractor personnel believed unable to carry out responsibilities, or those who exhibit unsuitability for work in a public educational environment.

K. PAYMENT PROCEDURES

The bid shall contain suggested procedures for payment which shall be consistent with construction payment procedures as provided in Chapter 26 and Chapter 573 of the Iowa Code.

L. BID BOND

The bidder shall guarantee that the bidder will enter into a contract if selected as the Architect, but no monetary bond will be required.

M. FORM OF THE PROPOSAL - FIXED LUMP SUM FEE

In addition to other requirements of this Request for Proposal, the proposal shall contain a cover letter, an executive summary, narrative text, references, and a fixed lump sum fee proposal. The amount of the lump sum fee will be based on the fee percentage of the Approved Construction Budget converted to a fixed lump sum. Price proposals shall be submitted in a separate, sealed envelope and shall be on the price proposal form incorporated into this RFP as Attachment F. Clearly defined reimbursable costs such as travel, printing, and other costs must be included in the price proposal.

Payments to the Architect shall be made in monthly installments based on the amount of the work completed and timely receipt of a payment request. The payment requests should include detailed summary of work performed, the date and amount of time worked (including hourly rates, hours worked and any reimbursable costs and the person who performed the work by project. In no event shall payments exceed the amount shown in the detailed cost breakdown or exceed the following amounts:

- (a) Upon completion by the Architect and approval of the Owner of the Schematic Design Phase, the Architect may request and receive a sum which does not exceed twelve percent (12%) of the fixed lump sum fee.
- (b) Upon completion by the Architect and approval of the Owner of the Design Development Phase, the Architect may request and receive a sum which does not exceed sixteen percent (16%) of the fixed lump sum fee (Total-28%).
- (c) Upon completion by the Architect and approval by the Owner of the Working Drawings and Bid Documents, the Architect may request and receive a sum which does not exceed thirty-two percent (32%) of the fixed lump sum fee (Total-60%).
- (d) Upon completion of the bidding phase, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee (Total-65%).
- (e) During the construction administration phase, the Architect may request and receive a sum which does not exceed twenty-five percent (25%) of the fixed lump sum fee (Total-90%).
- (f) After all certificates of completion, original record documents and other Construction Project closeout requirements as defined by the District's Technical Specifications are delivered to the District, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee (Total-95%).
- (g) Upon completion of the warranty period, the Architect may request and receive a sum which does not exceed five percent (5%) of the fixed lump sum fee. At that time, the contract shall be considered as having been fully performed by the Architect except for inspections and follow-up services required (Total-100%).

N. INTENT OF THE REQUEST FOR PROPOSAL

It is the intent of this Request for Proposal that the Architect's services will relate to the preconstruction design, bidding and construction administration and final acceptance administration of the District's Construction Projects more specifically defined in Section B(2). However, other projects may exist or be created for which the services of the Architect may be assigned. In such case, the District reserves the right to contract separately or by addendum to the contract for the services of the Architect for unanticipated projects.

O. OWNER CONSIDERATIONS IN SELECTION OF ARCHITECT

In addition to Attachment A, consideration of qualifications for an Architect include the following:

1. The successful completion of previous construction projects comparable in design and scope.
2. The recommendations of owners, contractors and engineers for whom the Architect has provided services.
3. The demonstrated ability of the Architect to work cooperatively with owners, community groups, contractors, engineers, construction managers and others.
4. The demonstration of successful management systems for the planning, organizing and monitoring of construction projects.
5. The general capability of the Architect and the ability to draw upon specialized expertise within the organization including, without limitation, estimators, design professionals, contractors, engineers, legal, accounting, and data processing and electronic communication.
6. The reputation of the Architect within the construction industry based on reference checks.
7. The Architect's knowledge of federal, state, and local laws and regulations regarding safety, health, equal opportunity, environmental and energy conservation, and other regulation directly affecting the projects.
8. The Architect's knowledge of and experience with Iowa Competitive Bidding Law.
9. The demonstration of a known local, physical presence by a commitment to establish and maintain staff to complete project requirements.
10. The answers to the background information sheets incorporated into the RFP as Attachment B-E.
11. All other information deemed to be in the best interest of the District.

ATTACHMENT A

Architect Firm Evaluation Criteria (For Information Only)

In the selection of an Architect, the District will consider, among other information, the demonstrated degree of success achieved by the Architect in the following aspects:

1. Success of architectural design with specific experience in renovations and updating existing spaces.
2. Success of functional planning
3. Adherence to time schedules
4. Adherence to cost budgets
5. Adequacy of drawings and specifications
6. Administrative performance
7. Flexibility in the planning approach
8. Follow-through during construction
9. Follow-through after construction
10. Qualifications of lead designer
11. Educational building expertise – renovation & new
12. Past or present litigation, arbitration and/or mediation
13. Past successful experience utilizing high performance and sustainable design features in multifunctional education building.

The above are not listed in any order of priority.

ATTACHMENT B
GENERAL INFORMATION SHEET

Date

Legal Name of Firm

Corporation Identification Number

Federal Employer Identification Number

Date Office Established

Firm's Address

Firm's Telephone #

Firm's Fax #

E-Mail

Type of Organization (Partnership, Corporation, etc.)

Name of Principal-in-Charge, Title, License Number

Name of Architect and Title

Name, Title and Telephone Number of Person to Whom Project
Correspondence Should be Directed

Address Where Correspondence Should be Sent

1. Total number of educational projects actually completed by this Firm (may include K-12, community college or higher education).
 - a. Renovation _____
 - b. New _____
2. Total number of educational projects in progress by this office. _____
3. Total number of projects of all kinds in progress by this office. _____
4. These projects represent an approximate construction amount of \$ _____
5. List five (5) educational projects both new and renovations you feel represent your best efforts to date; and you would suggest visiting. Fill out a copy of Attachment C for each educational facility.

Engineering Associates – List two firms in each discipline you normally associate with. Rank in order of preference.

1 A. Structural Engineer

- a. Firm Name _____
- b. Lead Engineer _____
- c. Structural Reg. No. _____ Date of Reg. _____
- d. Business Address _____
 _____ Phone _____
- e. Total number of jobs which he has been responsible for engineering services _____.
- f. Number of educational new construction/renovation. _____
- g. Remarks _____

1 B. Structural Engineer

- a. Firm Name _____
- b. Lead Engineer _____

c. Structural Reg. No. _____ Date of Reg. _____

d. Business Address _____

_____ Phone _____

e. Total number of jobs which it has been responsible for engineering services
_____.

f. Number of educational new construction/renovations. _____

g. Remarks _____

Attach a resume of the key individual for the 1st Ranked Firm.

2 A. Mechanical Engineering

a. Firm Name _____

b. Lead Engineer _____

c. Structural Reg. No. _____ Date of Reg. _____

d. Business Address _____

_____ Phone _____

e. Total number of jobs which it has been responsible for engineering services
_____.

f. Number of educational new construction/renovation. _____

g. Remarks _____

2 B. Mechanical Engineering

a. Firm Name _____

b. Lead Engineer _____

- c. Structural Reg. No. _____ Date of Reg. _____
- d. Business Address _____
_____ Phone _____
- e. Total number of jobs which it has been responsible for engineering services _____.
- f. Number of education construction/modernizations. _____
- g. Remarks _____

Attach a resume of the key individual for the 1st Ranked Firm.

3 A. Electrical Engineer

- a. Firm Name _____
- b. Lead Engineer _____
- c. Structural Reg. No. _____ Date of Reg. _____
- d. Business Address _____
_____ Phone _____
- e. Total number of jobs which it has been responsible for engineering services _____.
- f. Number of educational new construction/renovations. _____
- g. Remarks _____

3 B. Electrical Engineer

- a. Firm Name _____
- b. Lead Engineer _____

- c. Structural Reg. No. _____ Date of Reg. _____
- d. Business Address _____
 _____ Phone _____
- e. Total number of jobs which it has been responsible for engineering services
 _____.
- f. Number of education new construction/renovations. _____
- g. Remarks _____

Attach a resume of the key individual for the 1st Ranked Firm.

4 A. Civil/Landscape

- a. Firm Name _____
- b. Lead Engineer _____
- c. Structural Reg. No. _____ Date of Reg. _____
- d. Business Address _____
 _____ Phone _____
- e. Total number of jobs which it has been responsible for engineering services
 _____.
- f. Number of educational new construction/renovations. _____
- g. Remarks _____

4 B. Civil/Landscape

- a. Firm Name _____
- b. Lead Engineer _____
- c. Structural Reg. No. _____ Date of Reg. _____

- d. Business Address _____
_____ Phone _____
- e. Total number of jobs which it has been responsible for engineering services
_____.
- f. Number of education new construction/renovations. _____
- g. Remarks _____

Attach a resume of the key individual for the 1st Ranked Firm.

ATTACHMENT C

ARCHITECTURAL SERVICES

CONSULTANT NAME: _____

Project Name	
Initial Construction Budget	
Final Construction Cost or Estimated Cost	
Planned Design Start Date and Completion Date	
Actual Design and Completion Date	
Construction Completion Date	
Firm's Role On Project	
Initial Dollar Amount of Construction Claims vs. Settlement Amount	
Owner/Contact Person and Telephone Number	

Provide five (5) examples of **educational** projects your firm has done.

ATTACHMENT D

**LISTING OF LAWSUITS OR LITIGATION WITHIN
THE PAST FIVE YEARS**

Dispute, Lawsuit, Litigation

Status or Outcome

Comments

ATTACHMENT E

ADDITIONAL BACKGROUND INFORMATION

All questions must be answered and the data given must be clear and comprehensive. If necessary, questions may be answered on separate attached sheets or as part of the proposal itself.

1. When Organized _____
2. If Corporation, Where Incorporated _____
3. How many years have you been performing architectural work under present firm or trade name? _____
4. What other trade name(s) has your firm worked under in the past ten (10) years? _____
5. List all the professional liability insurance companies you have utilized in the last five (5) years? _____
6. Have you ever had claims filed against your professional liability insurance? If so, describe the circumstances and which professional liability insurance company was involved. Include the name and contact person of the owner(s). _____

7. How many change orders have you averaged per project for the last five (5) years and the collective percentage of the construction budget? _____

8. Please list all of the educational construction projects, specifically renovations and remodelings, you have designed and administered in the last five (5) years, and include whether each project has been completed on time, in accordance with the projects' timeline and schedules, and if each project has been completed at or under the approved construction budget? Include the name and contact person of the owner for each project.

9. List the name, size and contact person for all non-educational significant construction projects, those exceeding \$1.5 million, you have designed and administered in the last three (3) years.

10. List the name, size and contact person for the ten most recent education construction projects you have ever designed or worked on?

11. Are you currently being investigated for or previously been found to have violate in the last five (5) years any of the following state or federal law: Iowa Minimum Wage Act, Iowa Non-English Speaking Employees Act, Iowa Child Labor Act, Iowa Labor Commissioner’s Right to Inspect Premises, Iowa Compensation Insurance Act, Employment Security Act, Iowa Competition Act, Iowa Income, Corporate and Sales Tax Code, a ‘willful’ violation of the Iowa or Federal Occupational Safety and Health Act, Iowa Employee Registration Requirements, Iowa Wage Payment Collection Act, Federal Income and Corporate Tax Code, The National Labor Relations Act, the Drug-Free Workplace Act, The Employee Retirement Insurance Security Act, The Fair Labor Standards Act? Yes _____ No _____

If yes, please explain: _____

12. Do you currently have any legal action pending which could impact your ability to perform this Work? Yes _____ No _____ If yes, please explain: _____

No actions will be made on the basis of answers to the above-questions without an inquiry and an opportunity to be heard regarding the circumstances of the matters reported.

The undersigned hereby authorizes any person, firm or corporation to furnish any credit history and financial condition or other information required by the District in verification of the recitals compromising this statement of Background Information.

I hereby certify that the above information is true and correct to the best of my knowledge and that the District may rely on the information provided.

Signature

Title

Type/Print Name

Date

ATTACHMENT F

PRICE PROPOSAL*

The fee for Scope of Work services to be provided under this RFP (excluding Reimbursable Expenses) is a fixed lump sum fee based on the percentage of the Approved Construction Budget
\$ _____

The fee for Reimbursable expenses for the Scope of Work services would include the following items and would be calculated as follows, with a guaranteed maximum amount of:

****Provide any additional information regarding your price proposal which will help the District evaluate the proposal.**

ATTACHMENT G

FORM OF THE CONTRACT -

Expected to use standard AIA B101-2017

ATTACHMENT H
Project Summary

Grinnell – vestibule for Gunsmithing program, reconfigure computer lab for gun program, exterior repairs and updates

Iowa Falls – remodel gym and pool locker rooms, repurpose pool to student activity center, remodel existing dormitories, addition to existing student housing, HVAC updates, electrical updates, roof maintenance, exterior repairs and updates

Marshalltown – parking lots and sidewalks, campus entrances, bathrooms, renovate library, renovate success center, renovate daycare area to marketing, renovate science lab, renovate computer labs, renovate locker rooms, renovate gym space, roof maintenance, HVAC updates, electrical updates, exterior repairs and updates

Estimated total of projects is \$21,000,000 before architect/design fees and contingencies.