

FENTON AREA PUBLIC SCHOOL
DISTRICT ARCHITECTURAL
SERVICES and FACILITY STUDY

REQUEST FOR PROPOSALS ("RFP")

December 5, 2022

Fenton Area Public School District

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

A. Instructions

The district expects to select a firm which has the capacity to conduct a facilities study in February-March, 2023 with the intent of a Preliminary Qualification Meeting (PQM) with the Michigan Department of Treasury in June, 2023 for a possible November, 2023 bond proposal.

Qualified firms are invited to submit proposals to Fenton Area Public School District (the "District") for the following items:

- 1) A comprehensive facility study.
- 2) Services related to preparing for a possible bond issue including but not limited to design and preparation of documents for a PQM meeting in June, 2023.

The District expects that it will use George W. Auch Construction as the manager for the project. 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. 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, two (2) copies of the complete proposal must be received no later than 2:00 p.m., Tuesday, January 10, 2023. Proposals should be addressed to:

Heidie Ciesielski
Superintendent
Fenton Area Public School District
3100 Owen Road
Fenton, Michigan 48430

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

The District may choose, in its sole discretion, not to consider any proposal received by the District after the time specified above. 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Proposals may be withdrawn by written notice received at any time prior to the submission deadline.

E. Questions Concerning this RFP

Inquiries may be made to Heidie Ciesielski at the address above, via telephone at 810-591-4701, or via email at hciesielski@fentonschools.org. Information about the District is available during business hours (7:30 a.m.-4:30 p.m.) Monday - Friday.

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 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 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 to commence a facilities study upon the award of contract with a possible bond election in November, 2023. The District and all bidders recognize that this schedule may be modified once the Architect and Construction Manager has been selected and those 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 "A."

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

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. The District will consider alternate proposals. However, any alternate 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," or other similar term shall all be intended to refer to the entity submitting a response to this RFP.

Scope of Services Item 1: Facility Study

- a. Firm shall provide a facility study of district buildings based on industry standards.

Scope of Services Item 2: Pre Bond 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. Provide assistance in developing a bonding proposition and in directing a bond informational campaign if the District elects to proceed with a bond proposal.

- e. Assist in meetings with the Department of Treasury regarding bond qualification or otherwise.

N. 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.

O. 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.

If the District pursues a bond election, no fees or expenses shall be due or paid unless and until a successful election occurs. If the election fails, the District shall not be responsible for payment of fees and/or reimbursable expense, and the District may terminate the contract. If any District bond proposition considered at the election is successful, the District shall be responsible for payment of the reasonable value of any fees and/or reimbursable expenses incurred by the Architect prior to the bond election, which fees and expenses shall be included within the Architect's Basic Services. Nothing herein shall be deemed to eliminate or reduce the District's right to terminate the Agreement at-will upon seven days' written notice.

P. Construction Manager

The District's Construction Manager for the project is George W. Auch. The District reserves the right to utilize the services of any construction manager(s) of its selection.

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:

Tuesday, December 6, 2022	RFP is released.
Thursday, December 15, 2022	Optional Pre-proposal review meeting via Zoom with Owner @ 10:00 a.m. Zoom Link: https://us02web.zoom.us/j/81385436523?pwd=ZzZMeUIMTUlIZHdGYkVscUxySitKZz09 Meeting ID: 813 8543 6523 Passcode: 046202 Tiny URL (Zoom Link): https://tinyurl.com/3mkcxjxf
Tuesday, January 10, 2023	Proposals are due @ 2:00 p.m.
Week of January 16, 2023	Optional Bidder interviews with the Board of Education
Monday, February 6, 2023	Board of Education selects an Architect and authorizes the Superintendent to finalize a contract.
Monday, February 13, 2023	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, allowances for reimbursable expenses, and project cost control measures.

E. Awarding of the Contract

All proposals received shall be subject to evaluation by District Administration and any selected consultants for the purpose of recommending to the Board of Education a firm or firms with whom to execute a contract. It is anticipated that the Board of Education will authorize the Superintendent of Schools to finalize contract terms with the selected firm, which terms will be subject to the final approval of the Board of Education.

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 any such issues identified by the District. 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 "at risk" construction manager or using no construction manager.

Fenton Area Public School District

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: _____

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. The district does not anticipate the need for a new building. Most of the district's facilities were built in the 1950-1960 timeframe and have had modest updates since original construction. Provide a sample of projects where your firm has renovated, refreshed or modernized an older building. Please attach a list of two projects, year completed and the name of the School Superintendent the firm worked with this submission.
5. Please attach a biography of the individuals whom the firm will assign to this project to this submission.

Fenton Area Public School District

REQUEST FOR PROPOSAL FOR
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PART 4 – PROPOSAL SUMMARY

Note: Firms are welcome to quote a flat rate, hourly rate, percentage of potential bond or other method of their selection.

Cost of facilities study to be completed in February-April 2023:

Cost of pre-bond planning services for work completed post facility study through protentional bond election:

Signed this _____ day of _____, 202____ .

Firm Name: _____

Address: _____

Phone Number: _____ Fax Number: _____

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

Attest: _____

By: _____

Signature/Title

FAMILIAL DISCLOSURE STATEMENT

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

(insert name of affiant)

of [insert name of contractor], a bidder for architectural services for Fenton Area Community School District.

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 _____, 20____
_____(signature)
_____(printed)

Notary public, State of Michigan, County of _____
My Commission expires on _____
Acting in the County of _____

Attachment "B"

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 Fenton Area Public School District. 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)