



**REQUEST FOR QUALIFICATIONS/PROPOSAL (RFQ/P)
FOR
ARCHITECT and ENGINEERING SERVICES (A/E)**

Akron School District R-1
600 Elm Avenue
Akron, CO 80720

PROPOSAL DUE DATE/DELIVERY REQUIREMENTS

Deliver one (1) copy of your completed proposal via email + four (4) Original Copies to:

Akron School District R-1
Brian Christensen, Superintendent
600 Elm Avenue
Akron, CO 80720
(970) 345-2268
b.christensen@akronrams.org

**TO BE CONSIDERED, PROPOSALS MUST BE RECEIVED AT THE ADDRESS ABOVE NO LATER THAN
12:00 PM ON APRIL 16, 2019.**

LATE PROPOSALS WILL NOT BE ACCEPTED.

Candidates may make written inquiries (via mail or email) concerning this RFQ/P to obtain clarification of requirements to the District representative listed above. **Inquiries made in person or by telephone will not be accepted.** As email delivery issues can occur from time to time, the District strongly recommends that Candidates submitting inquiries electronically send a separate email to request District confirmation of receipt of the electronic inquiry.

No inquiries will be accepted after the clarification deadline as indicated in the project schedule.

All Candidate inquiries will be responded to at the same time, which will be after the “RFQ/P Inquiries Deadline”. Responses to clarification will be made available by email to all Candidates who requested the RFQ/P. Candidates should not rely on any other statements, either written or oral, that alter any instruction or other term or condition of the RFQ/P during the open solicitation period. Other than the Owner Contact listed above, Candidates should not contact any team members or any individual associated with the Owner regarding this RFQ/P or this project. This RFQ/P may be modified only in a writing signed by the District.

I. PROPOSAL SCHEDULE

RFQ/P Available	03/18/19
OPTIONAL Site Visit	04/03/19
RFQ/P Inquiries Deadline	04/10/19
RFQ/P Inquiries Responses Deadline	04/12/19
RFQ/P Responses due	04/16/19
Interview Invitations sent to Shortlisted Candidates	04/22/19
Interviews	04/29/19
Candidate Notified of Selection	05/01/19
Contract Negotiations	05/07/19
Notice to Proceed Given to Successful Firm	05/10/19
Completion of Design*	08/22/19

*Date may be modified during negotiations.

II. BACKGROUND

Owner Background

The Akron School District R-1 (hereinafter referred to as “District” or “Owner”) is located approximately 100 miles northeast of the Denver Metro area on U.S. Highway 34. The school community consists of approximately 1,700 residents (2017), which includes the town of Akron and encompasses 687 square miles, all in Washington County. The District received a \$17 million Colorado BEST grant in 2010 and passed a \$7 million bond to renovate/build a \$22 million Pk-12 school and a \$2 million transportation facility. The project was completed in September 2012. The main school district building consists of a 50,400 square foot two-story school building with an attached 48,000 square foot fieldhouse/locker rooms/Vo-Ag/Art wing. The student enrollment is approximately 379 students: Pk-8 = 274 and 9-12 = 105. Since the completion of the school in 2012, the District has seen an increase in enrollment causing

the need for an addition.

Project Description

The Akron School District R-1 desires to design and construct a 3 to 5 classroom addition(s) to the north side of the existing school building to include a family and consumer sciences classroom, a business classroom and an expansion of the existing special education program room, as well as a kitchenette. The kitchenette will include two ovens, dishwashers, refrigerators, and microwaves to be removed from the existing Family and Consumer Sciences classroom. If the budget allows, two additional classrooms including a new elementary music room and storage will be added as part of the same addition or possibly in a second location on the north side of the school. The District would also like the exterior finish of the addition to match the existing school with a combination of brick, metal and stucco.

III. RFQ/P OBJECTIVE

The purpose of this RFQ/P is to solicit a qualified Architect to contract with the District. The selected Architect will be responsible for all architectural planning and design, design schedule, constructability review during the design document phase, preparation of all construction documents with required architect and engineer seals, consultation on and preparation of bid documents for a contractor to build the project, construction administration, and an opinion of probable construction cost at 60% Design and 90% Design. The Architect will be required to consult with the Owner in securing the funds required for this project. This consultation shall consist of preparing documents for and attending meetings with financial institutions.

IV. SUBMITTAL REQUIREMENTS

The Candidate represents that, prior to submitting a response to this RFQ/P it has carefully reviewed any enclosed documents and has inspected the site of the proposed work to the extent it has deemed necessary. In addition, the Candidate is fully informed of the conditions under which the project is to be designed and work performed. The Candidate further represents that it has satisfied itself to the actual conditions of the premises, existing construction, actual elevations, site logistics, local and state code restrictions, and any other conditions affecting the design and completion of the intended work. It being hereby understood, and agreed, that no other considerations will be allowed subsequent to the Candidate's response to this RFQ/P by reason of error, or oversight, on the part of the Candidate.

Please format your submittal to include the items specifically requested below. Please be thorough in addressing the items but note that the Owner is also looking for a team member that can communicate effectively and efficiently. Please organize your submittal using the section numbers and names below.

The District selection committee will judge the merit of proposals received in accordance with the criteria described below:

- I. General Firm Information:
 - a. Firm name, address, and phone.
 - b. Type of organization, contact person.
 - c. Address from which the project will be managed.
 - d. Brief history/profile of the firms.

- II. Experience: (20 points)**
- a. Overall experience.
 - b. Previous experience of the Candidate working together on similar projects. (Specify either design-bid-build, design-build, or negotiated.)
 - c. List at least five (5) projects for which similar services have been provided. Include project name, owner, date, cost, contracting method (design-bid-build, design-bid, CMaR etc.), and other pertinent information.
- III. Technical Competence: (15 points)**
- a. Provide a project directory or organizational chart showing key members of the Candidate.
 - b. Indicate the qualifications of the Candidate's design staff to be assigned to the project. Provide resumes of key team members, including lead designer and project manager.
- IV. Capability to Perform: (25 points)**
- a. Current workload.
 - b. Past performance on meeting schedules and budgets (will be verified through reference checks).
 - c. List the categories of work to be performed by Offeror's own forces vs. performed by engineers or other consultants. Unit costs to be provided in the fee section broken out by design team member.
 - d. Describe your approach to working with the District and in Akron, in terms of managing the work and maximizing the efficiency of remote coordination on our relatively small project.
 - e. Provide the proposed number of hours per week to be dedicated to our project for each key team member separated by phase; i.e. During design, construction and close-out.
- V. References: (20 points)**
- a. List three (3) references for projects for which similar services have been provided. Up to three (3) letters of reference may also be included.
 - b. Provide a list with contacts of all K-12 renovation projects from the past 5 years by your firm. The District reserves the right to contact any past project for additional references.
- VI. Certification:**
- a. Certify that the architect(s) or engineer(s), who are a member of the Architect team, were selected based on demonstrated competence and qualifications and are licensed in the State of Colorado.
- VII. Supplemental Material: (20 points)**
- The Candidate's response shall also comment and address the following issues:
- a. The Candidate is expected to assist in providing project drawings, specifications and narratives to incorporate into solicitations for funding, contractor solicitations and utility applications (if required).
 - b. Submit a list of proposed General Contractors you would recommend as qualified bidders for the project.

- c. Provide other pertinent information and/or firm brochure material that may be of assistance in evaluating the qualifications of the Candidate.
- d. Proposed Design Schedule – list phases and activities and durations for each. Include at minimum concept, schematic, design development and construction document phases and any other recommended activities. Describe any activities or phases you believe are or are not necessary and why.
- e. Describe whether you believe the District’s goal to obtain Temporary Certificate of Occupancy by the date set forth in the above Schedule is reasonable and, if not, why not.
- f. Proposed delivery method for the project, outlining the advantages and disadvantages to the Owner of each type.

Total points available: 100

Failure of the Candidate to provide any information requested in the RFQ/P may result in the disqualification of the submitted response. Owner reserves the right to select any or reject any and all submissions in its best interest. The Owner also reserves the right to pre-qualify any or all proposers or reject any or all proposers as unqualified, including without limitation, the right to reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications. Likewise, the Owner also reserves the right to re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful Candidate.

RFQ/P responses may be modified or withdrawn prior to the RFQ/P Response Deadline set forth in the above Schedule. A proposal submitted in response to this RFP shall constitute a binding offer. A submission in response to this RFQ/P acknowledges acceptance by the vendor of all terms and conditions including compensation, as set forth herein. A Candidate shall identify clearly and thoroughly any variation between its proposal and the District’s RFQ/P requirements. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFQ/P. Please note: if you do offer suggested modifications, the decision to reject, accept or further negotiate requested changes will be at the District’s sole discretion.

V. INTERVIEW

An invitation will be sent out to the top three candidates as determined by the District’s selection committee for an interview to take place on the date noted in the Proposal Schedule. By responding to this RFQ/P, the Candidate is confirming its availability to participate in an interview on this date. Inability of the Candidate to be available on the designated interview date may result in elimination of that Candidate for consideration of award. The invitation will explain the interview requirements and provide the time and location. The purpose of the interview is to ensure a full understanding of the RFQ/P responses and to introduce key members of the Candidate to the District’s selection committee.

The interviews will consist of a brief presentation followed by a period for questions and answers. During the short presentation, the primary point of contact for the project should be identified along with key members of the Candidate. Please note team members that will not be directly working on the project are not invited to the oral interviews.

Any costs associated with Architect participation in the personal interview/demonstrations (i.e., travel costs) shall be at the candidate's expense.

The candidate's interview performance will be considered as part of the District's selection of the "best value" candidate.

VI. FEE PROPOSAL

Each Candidate shall submit a fee proposal with the RFQ/P Response. The fee proposal is to be packaged separately and submitted in a sealed envelope. Pricing shall not be included within the RFQ/P response and candidates **shall not reference pricing within their proposal**. Failure to provide a fee proposal which addresses each of the items listed below may result in disqualification from the RFQ/P process. Failure to provide each of the items listed below may result in a reduction of the fee proposal score or may be disqualified from consideration.

Detailed fee proposals shall be itemized for each team member providing a cost for each of the following:

- Lump sum design fee
- Detailed statement of work
- Hourly rates for all personnel involved in the project
- Insurance
- Percentage of work self-performed
- Reimbursable expenses allowance

Pricing quoted by a candidate shall include all fees, costs and expenses, including, but not limited to: labor costs, travel expenses, administrative costs, copies, collating costs, faxes, mileage charges, supplies, mailing charges, communications, data compilation, analysis, reporting and delivery charges, unless otherwise indicated in the RFQ/P. Estimated proposal prices are not acceptable. Proposal prices will be considered a Candidate's best and final offer, unless otherwise stated in the RFQ/P. All of the proposal contents and fees must be guaranteed for ninety (90) days from the proposal date. The proposal price will be considered in determining the successful candidate.

VII. ACCEPTANCE & REJECTION

The Owner reserves the right to:

- a. select any or reject any and all proposals received as a result of this RFQ/P;
- b. pre-qualify any or all Candidates or reject any or all Candidates as unqualified;
- c. request clarification(s) of the Candidate's proposal;
- d. adopt all or any part of the Candidate's proposal;
- e. reject any or all nonconforming, nonresponsive, unbalanced, or conditional, qualifications;

- f. re-solicit, waive all informalities not involving price, time, or changes in the work, and to negotiate contract terms with the apparent successful proposer;
- g. engage the successful Candidate for future studies and/or reports related to the scope of work set forth in this RFQ/P based upon future needs as determined by the District;
- h. withhold the award of contract;
- i. select the Candidate it deems to be most qualified to fulfill the needs of the District. The lowest priced response will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable response.

The Owner is not responsible for cost incurred in preparation of this proposal. Proposals will not be returned and become the property of the Owner once submitted, which could be publically shared. By submitting a proposal all Candidates agree to the terms and conditions of this RFQ/P and the RFQ/P will become part of the awarded Candidates contract.

By Candidate's signature, Candidate's shall agree to comply with all of the conditions, requirements and instructions of this RFQ/P as stated or implied herein. Should the District omit anything from this document which is necessary to a clear understanding of the work, or should it appear that various instructions are in conflict, the vendor shall inquire and secure written instructions from the District representative by the written inquiry deadline set forth in the schedule for this RFQ/P.

As described within the RFQ/P, the District's selection committee will review and score offers submitted and make a recommendation for award. This selection will be for award to the responsible Candidate(s) whose proposal is determined to be most advantageous to the District, in the District's sole discretion.

VIII. TERMS & CONDITIONS

A contract must be completed and signed by all parties concerned. In the event the parties are unable to enter into a contract, the District may elect to cancel the award and make the award to the next most responsible Candidate. Depending on the final scope of services as determined by the District, it may be necessary to receive Board of Education approval prior to issuance by the District of a purchase order to the successful Candidate or execution of a contract with the successful Candidate. The District will make efforts to obtain Board approval as soon as reasonably possible.

Prior to commencement of any work or services, and prior to or concurrent with execution of a contract, Architect shall furnish Owner with:

- a. Endorsements to Architect's liability insurance policies, naming District and all board members, employees, and agents as additional insureds,
- b. Certificates of Insurance or copies of insurance policies indicating that the minimum insurance limits described below have been met,
- c. Endorsements to Architect's liability insurance policies by which the insurance carriers agree to provide at least thirty (30) days' prior written notice of cancellation or any change in such policies.

Architect's minimum insurance requirements shall include the following limits of coverage:

Professional Liability Insurance: The Architect, at its expense, shall procure and maintain professional liability insurance with limit of \$1,000,000 each claim/aggregate on a "claims-made" basis, and shall remain in effect for a period of three (3) years following final acceptance of the Project. Architect shall be responsible for any and all deductibles. The required professional liability insurance policy shall be purchased and premiums for the terms specified herein paid not later than the Effective Date. A policy, which provides such limits of coverage via a primary policy plus an umbrella or following form excess policy, will be satisfactory.

Workers' Compensation

- a. Statutory in accordance with provisions of the Worker's Compensation Act of the state of Colorado, for all of its employees to be engaged in services and in case services are subcontracted, shall require the subcontractor similarly to provide the Workers' Compensations insurance for all the latter's employees to be engaged in such services. District requires sole proprietors who are excluded under the Act to carry Worker's Compensations insurance.
- b. Employer's Liability with limits of not less than:
 - i) \$500,000 each accident/injury, \$500,000 each employee/disease, and \$500,000 disease/policy limit, or
 - ii) Current limit carried, whichever is greater.

Commercial General Liability: Occurrence Form Only ("Claims Made" is not acceptable)

- a. Bodily Injury Liability and Property Damage Liability:
 - i) \$1,000,000 each occurrence, \$2,000,000 general aggregate, \$1,000,000 products and completed operations aggregate, or
 - ii) Current limited carried, whichever is greater.
- b. The commercial general liability insurance required must be occurrence form only ("claims made" is not acceptable) and must include Blanket Contractual Liability, Broad Form Liability, including Products/Completed Operations, Independent Contractors, Broad Form Property Damage, Personal Injury, Fellow Employee Exclusion deleted, "X","C" and "U" Exclusions deleted, Incident Medical Malpractice and Host Liquor. If policy is subject to a "general aggregate", it must contain a per job or per location aggregate with respect to work for CBRE, Inc. on behalf of owner.

Automobile Liability:

- a. Bodily Injury Liability and Property Damage Liability in an amount not less than \$1,000,000 Combined Single Limit.

- b. The insurance required must include Owned (Long Term Leased), Employer's Non-Owned and Hired Automobile Coverage.

Other required terms of the ultimate contract between the parties:

- a. **Indemnification.** Architect shall indemnify and hold District, and its board members, employees, and agents harmless from and against all claims, liabilities, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from the performance of the Services provided that any such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the work performed and including the loss of use resulting therefrom, and only to the extent that it is proximately caused in whole or in part by any negligent or intentional act or omission or breach of contract of Architect, any sub-consultant, subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable. This provision shall survive the termination of this Agreement.

[END OF DOCUMENT.]