STONE COUNTY SCHOOL DISTRICT

ARCHITECTURAL SERVICES

REQUEST FOR PROPOSALS

FOR ARCHITECTURAL SERVICES

FOR THE STONE COUNTY SCHOOL DISTRICT

Issued: April 14, 2021

By: Stone County School District

 214 Critz Street

 Wiggins, MS 39577

 [www.stoneschools.org](http://www.stoneschools.org)

 601-928-7247

 Cassie Hardy, Business Manager

 chardy@stoneschools.org

Proposals must be delivered to Ms. Cassie Hardy at the District's central office at the address shown above by 4:00 p.m. (Central Time) ln May 4, 2021. Any party submitting a proposal is solely responsible for the expense of preparing its proposal and for ensuring the timely delivery of its proposal.

STONE COUNTY SCHOOL DISTRICT

REQUEST FOR PROPOSALS

ARCHITECTURAL SERVICES

 The Stone County School District (the "District") Board of Education (the “Board”) invites the submittal of responses to this Request for Proposals ("RFP") for architectural and related services for the District.

 Preference will be given to individuals or firms with substantial experience in the design, construction and related areas on K-12 public school and other governmental projects and who have a fully staffed office in one or more of the southern six (6) counties of Mississippi.

 The term and scope of projects to be awarded pursuant to the accepted proposal is indefinite at this time but shall depend upon satisfactory performance of all duties and obligations as listed in this package and resulting architect contract. Responses shall include all items listed in this RFP, including but not limited to those listed in **Exhibit "A"** to this RFP. In addition, other required documents include the signed cover letter, a signed "Notification of Criminal History" form, and a signed **Exhibits "B" and "C"**. Signed and notarized Exhibits **"D" and "E"** will be required of the selected and approved individual or firm prior to allowing any employees on the school premises.

 Evaluation of qualifications shall be based upon what is determined to be the "best overall solution" for the District as determined by the District. The criteria used to evaluate proposals will include, but are not limited to, the items listed in this RFP, including but not limited to the items listed in **Exhibit "A"**:

 The Board reserves the right to:

* Appoint or authorize a person or persons to evaluate responses, interview candidates, and make a recommendation.
* Waive any defect, irregularity or informality in any response procedures or proposals.
* Reject any or all proposals.
* Request additional information from or to negotiate further with any party submitting a proposal.
* Amend this RFP**. It is the responsibility of any party submitting a proposal to determine if any amendment, modification or explanation has been released by the District prior to the submission deadline by contacting Ms. Cassie Hardy (see contact information on the cover page).**
* **Any party intending to submit a proposal should email Ms. Hardy of its intention to submit a proposal.**

Any party requesting additional information or wanting to visit a school site(s) should contact Ms. Hardy at the District in writing.

 All individuals or firms submitting proposals must be licensed to conduct business in the State of Mississippi. All plans, specifications, and estimates must be prepared, and such work must be supervised by a registered professional engineer or architect in accordance with Section 73-13-45, Miss. Code Ann. (1972). All individuals or firms must meet all insurance requirements requested by the District.

The District will evaluate proposals based on the percentages shown on the following matrix:

|  |  |
| --- | --- |
| Cost/Price  | 40% |
| Experience with projects funded with Federal or State funds  | 15% |
| Perceived capacity to handle projects within required timelines | 10% |
| References | 5% |
| Experience in school design and construction and in working with the Mississippi Department of Education on school projects | 20% |
| Responsiveness to this RFP and quality of response | 10% |
|  |  |

EXPECTATIONS AND REQUIREMENTS

The intent of the Board is to engage an architect or architectural firm who will act not only as the designer of particular projects, but also as an advocate for the District before, during, and after construction/renovation projects are completed.

The Board would expect this individual or firm to work with District personnel on various short-term and long-term facility needs to get the best quality construction at the lowest possible cost. The services of the selected architect will also include preparing initial cost estimates and updating the cost estimates.

The Board anticipates entering into an architectural services contract with the selected party that will include the provisions contained herein and other provisions acceptable to the Board.

While the most immediate need of the School District is to construct a Career Technical Education Center, the School District anticipates using the services of the selected architect for multiple projects, if funding is available. The cost estimate for the Career Technical Education Center project will range from $6.8 to $8.1million. Part or all of the CTE project may be funded through a State grant and would be subject to applicable grant requirements. The District has received notification of available ESSER funds (estimated approximately $5,000,000 from the Mississippi Department of Education that will require that projects using those funds comply with federal construction laws, including, but not limited to, the Davis Bacon Act, Buy American Act, Clean Air Act, Occupational and Safety Act (OSHA), as well as Preservation of Historical Sites and Buildings. All energy conservation must be considered using ASHRAE. When using Federal funds, the District expects the Architect and/or Engineer to advise and assist the District in complying with all of the federal statutes. The District is also planning for a bond issue (estimated approximately $18,000,000) that will also require the services of an Architect and/or Engineer in the near future. Due to construction prices being so volatile at this time, the District expects the estimates provided on any awarded project to be conservative and bids include additive alternate projects so that the District can stay within budgeted and available amounts for construction. No fees will be paid on amounts that are not included in the signed final contracts awarded by the Board.

 Other requirements of the Board include, but are not limited to:

* Proof of current professional liability insurance coverage, liability insurance, and worker's compensation insurance and other insurance coverage.
* Commercial construction experience, preferably in the public school building field.
* Ability to work with city, county, state, and federal officials to ensure compliance with all codes, laws, regulations, or other legal requirements including the Mississippi Department of Education, the Mississippi Development Authority, the U.S. Department of Labor, the U.S. Department of Education and the U.S. Department of Treasury.
* Experience in compiling, soliciting, advertising, and recommending the selection of bids in accordance with the purchasing and other construction laws of the State of Mississippi for public schools, as well in accordance with all Federal purchasing laws, including but not limited to a working knowledge of FAR and ESSER fund requirements.
* Extensive technology experience and willing to work with the District's technology team to address District technology needs.
* Timely submission of plans and specifications to local, state, and District personnel to review prior to board meetings.
* Quality construction completed on time and within budget.
* Minimal change orders.
* No reimbursables included in architect or construction contracts. (This means that all costs such as printing fees are included in the flat percentage rate.)
* Highly qualified inspectors/project managers who will act in accordance with what is best for the District, not the contractor. Unless otherwise agreed to by the District, the architect must have a qualified inspector on the project site at least three days per week and must submit weekly reports, including photographs, to the District.
* Architect is required to coordinate and send all information so that the bids are advertised through Department of Finance and Administration, coordinate with the District's choice of a recognized electronic bidding service so that Section 31-7-13, Miss. Code is met, as well as sending the advertisement to the local newspapers in compliance with Section 31-7-13, Miss. Code Ann. (1972).
* Require all of contractor's insurance documents to be in order prior to signing construction contract.
* Coordinate compliance with all State and Federal requirements, including but limited to compliance with any applicable DFA or MDA grant requirements and applicable Davis Bacon Act requirements and other laws and regulations referenced in this RFP. The architect will be required to certify such compliance before submitting any pay application to the District.
* Ensure that all other contractor and construction documents are amended to match the Architect Contract.
* No first payment will be made to the Architect until bid is awarded by the board and contracts are signed. The parties will agree on applicable payment percentages prior to the award of a contract hereunder.

**Along with the information included in Exhibit “A”, any party submitting a proposal should confirm in its proposal that it is capable of and willing to comply with the foregoing requirements.**

NOTIFICATION OF CRIMINAL HISTORY

 A person or business entity that enters into a contract with a School District in the State of Mississippi, must give advance notice to the District if the person or owner or operator of the business entity has been convicted of a felony. This notice will include any/all employees of the entity who have been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

 The District may terminate a contract with a person or business entity if the District determines that the person or business entity failed to give notice as required.

A**ny party submitting a proposal should include with its proposal the following certification:**

**Certification**

 I, the undersigned agent for the firm named below, certify that the information concerning notification of felony conviction/s has been reviewed by me and the following information furnished is true to the best of my knowledge.

 Name of Individual or Company:

 Authorized Company

 Official's Name (print):

1. My firm is not owned or operated by anyone, nor employs anyone who has been convicted of a felony.

 Signature of Company Official

1. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony:

 Name of Felon(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Details of Conviction(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Signature of Company Official \_\_\_\_\_\_\_\_\_

 (SIGN AND RETURN WITH PROPOSAL)

REQUEST FOR PROPOSALS

ARCHITECTURAL

EXHIBIT "A"

PROPOSAL REQUIREMENTS

 Each individual or firm should submit the following information as part of its proposal for Architectural Services. Proposals that do not meet the requirements may be deemed not responsive and may be disqualified from the evaluation process. The District reserves the right to waive any informality or defect in any proposal and to negotiate further with any party submitting a proposal.

Introduction:

* Present a written narrative of information about your firm including the education and experience of all members of your firm who may be assigned to work with the District. Please include the names of employees available to service the needs of the District or any awarded projects. Also include information on how long your firm has been in business and for how long your firm has been providing K-12 school construction/renovation services.
* Experience of in-charge architect(s), engineer(s), and inspector(s)/project manager(s) of your firm in building educational facilities and other buildings.
* Experience working on projects funded with Federal and State funds, including but not limited to projects involving or including project funding from the Mississippi Development Authority, Department of Finance and Administration, Mississippi Dept. of Education, U.S. Treasury Department, U.S. Department of Education, U.S. Dept. of Labor, GEER, ESSER and FAR.

Education/Licensing:

* Please include specific education and/or professional licensing and any other relevant information regarding each individual who may be assigned to provide services on behalf of the District.

Experience in Public School Field:

* Provide a detailed listing of your firm's experience in providing architectural/engineering services, particularly in the area of K-12 public schools, to include types of construction and length of service relationships. Please emphasize any educational projects south of Hattiesburg, especially on the Mississippi Gulf Coast so the sites can be visited.

Insurance Coverages:

* Provide your firm’s current insurance coverages and confirm that insurance coverages listed in **Exhibit "B"** will be in place and active prior to initiation of all contracts.
* The party selected hereunder must supply certificates of insurance as listed in **Exhibit "B"** of this RFP prior to being awarded a contract.

List of Completed Projects:

* Provide information regarding K-12 school building/renovation projects completed within the last four (4) years to include information on whether each project was completed within the required timelines, the length of time to complete the project from beginning of design through final completion, the dollar amount over/under budget, and number of change orders per construction contract. Your firm is also welcomed to submit other information on other additional commercial and education building projects to show additional experience.

Project Oversight:

* Provide a detailed narrative of how your firm will ensure the management and oversight of any project awarded hereunder and how it will be handled in the best interest of the District.
* To the extent not already covered, provide information on the capacity of your firm to oversee projects and provide all needed reports with other workload within the time frame established by the District and as required by the funding sources for any project awarded.
* Unless agreed to by the District, the District expects the architect to have a qualified project supervisor on the project site at least three days per week to observe the work and to make weekly reports, including photographs, to the District.

Interview:

* The District may schedule an interview with one or more parties submitting a proposal, if deemed necessary, within one to four weeks following receipt of proposals and prior to making a recommendation to the Board.

References:

* Provide at least five (5) client references (with contact information) on K-12 facility projects your firm currently services or for whom your firm provide services on K-12 facilities within the last four (4) years.
* Provide at least three client references (with contact information) for other public or commercial facilities currently under your services.
* Provide at least three references of customers that have terminated services within the last two years, if any.

Pricing:

* Percentages based upon project costs or flat dollar amounts must be listed in the proposal. – These percentages must be "net" of any additional billing such as printing costs, etc. Proposals/qualifications that do not list a flat dollar amount based on the project size or a percentage that is being proposed will not be considered for the interview process. Therefore, a reference to a sliding scale based on "AIA rates" will be considered an incomplete proposal and may not be considered. If using a sliding scale based on project size, the actual percentages or flat fees shall be listed based on the dollar amount of the project award. Any outside billings for publications of advertisements for bids, asbestos testing or other environmental testing will be billed by that vendor to the District once a valid purchase order is obtained. All engineering fees and other costs normally associated with architects planning, designing, preparing construction documents, bidding, negotiating and overseeing construction on school buildings shall be included with the architectural fees. Finally state whether the percentage or flat fee will differ based on whether the project is new construction or renovations.

Signature of Company Official \_\_\_\_\_\_\_\_\_

 (SIGN AND RETURN WITH PROPOSAL)

EXHIBIT "B"

MINIMUM INSURANCE REQUIREMENTS

TO BE PROVIDED UPON INITIATION OF CONTRACT

 Architect shall purchase and maintain in force at all times during the full term of the contract, the following minimum insurance covering: Bodily injury and property damage liability insurance in at least the following types with the minimum identified.

Professional Liability– Professional liability insurance in an amount of $1,000.000.00

Commercial General Liability – Combined single limit in an amount of $1,000,000.00 per occurrence with $2,000,000.00 aggregate

Commercial Automobile Liability– Covering owned, non-owned, and hired automobiles/ vehicles—combined single limit in amount of $1,000,000.00

Workers' Compensation Limits Statutory– State of Mississippi with a waiver of Subrogation. —Employer's Liability-$100,000.00 each accident; $500,000.00 disease Policy Limit; $100,000.00 Disease each employee

Architect will require all of the above coverages for all contractors who submit bids, with the exception of professional liability, and the following bonds of all contractors on construction projects prior to issuing a construction contract:

Bonds Required of Contractors:

Fidelity bonds shall be secured on all of the Contractor's employees in amounts not less than $5,000.00 per individual and $25,000.00 per occurrence.

A performance bond shall be executed in the amount of the contract conditioned on the faithful performance of the work according to the plans, specifications, and contract documents.

A payment bond shall be executed in the amount of the contract conditioned on the faithful payment of the work according to the plans, specifications, and contract documents.

A bid bond shall be executed in the amount of five (5) percent of the amount bid. The principal will, within the time required, enter into a formal contract and give a good and sufficient bond to secure the performance of the terms and conditions of the contract. Otherwise, the Principal and Surety will pay unto the Obligee the difference in money between the amount of the bid of the said Principal and the amount for which the Obligee legally contracts with another party to perform work if the latter amount be in excess of the former, but in no event shall liability hereunder exceed the penal sum.

All insurance must be written by insurance companies that are rated in the A.M. Best Key Rating Guide-Property 7 Casualty, with a policy holder's rating of "A". The Stone County School District is to be named as additional insured in each policy and a waiver of subrogation shall be provided to the Owner. Architect shall provide notification, in writing, thirty (30) days prior to termination date.

I do certify that my firm and contractors will have the required minimum insurances and bonds in place and active prior to initiation of all contracts.

Signature of Company Official \_\_\_\_\_\_\_\_\_

 (SIGN AND RETURN WITH PROPOSAL)

EXHIBIT "C"

OTHER REQUIREMENTS

1. Any employees of the architect firm, the Contractor or Subcontractors reasonably expected to come into contact with District students will be required to comply with all State and Federal requirements and District policies that are required for student and safety purposes, including but not limited to the Drug-Free Workplace Act of 1988.  Please contact Ms. Hardy with the District if you have any questions regarding these requirements or need copies of any applicable Board policies.
2. Architects/Contractors must comply with the Mississippi Employment Protection Act. Architects/Contractors must represent and warrant that they will ensure their compliance with the Mississippi Employment Protection Act (Senate Bill 2988 from the 2008 Regular Legislative Session) and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. Architects/Contractors agree to maintain records of such compliance and, upon request of the owner, to provide a copy of each such verification to the owner. Architects/Contractors further represent and warrant that any person assigned to perform services hereunder meets the employment eligibility requirements of all immigration laws of the State of Mississippi. Architects/Contractors understand and agree that any breach of these warranties may subject Architects/Contractors to the following: (a) termination of this Agreement and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (b) the loss of any license, permit, certification or other document granted to Contractor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (c) BOTH. In the event of such termination/cancellation, Architects/Contractors would also be liable for any additional costs incurred by the owner due to contract cancellation or loss of license or permit.
3. The Architects/Contractors must warrant that they have no "conflict of interest" in administering contracts. The Architects/Contractors represent as a part of this proposal and any resulting contract that such entity has not retained any person or agency on a percentage, commission, or other contingent arrangement to secure this contract.
4. The Architects/Contractors must certify that neither they nor their principals: (a) are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any federal department or agency; (b) have, within a three (3) year period preceding this Agreement, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property; (c) are presently indicted of or otherwise criminally or civilly charged by a governmental entity with the commission of fraud of a criminal offence in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and (d) have, within a three (3) year period preceding this Agreement, had one or more public transaction (federal, state or local) terminated for cause or default.

Signature of Company Official \_\_\_\_\_\_\_\_\_

 (SIGN AND RETURN WITH PROPOSAL)

EXHIBIT "D"

CRIMINAL BACKGROUND INVESTIGATION CERTIFICATION

 The undersigned does hereby certify to the Board of Education for the Stone County School District ("District") as follows:

 That I am a representative of ("Architect" or "Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Architect/Contractor.

 Architect (Contractor) certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have had a criminal background check completed, as well as a child abuse registry check and none have been located on the child abuse registry nor have any employees been found guilty of any crime of violence, serious felony, or offense listed in the attached School Board Policy GBD.

 A complete and accurate list of Architect's (Contractor's) employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

 Architect (Contractor) acknowledges that he has reviewed School Board Policy GBD of the Stone County School District found at www.stoneschools.org

Dated:

ARCHITECT (CONTRACTOR)

By:

Title:

SWORN TO AND SUBSCRIBED BEFORE ME this the day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

 NOTARY PUBLIC

 My Commission Expires:

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EXHIBIT "E"

DRUG TEST CERTIFICATION

 The undersigned does hereby certify to the Board of Education for the Stone County School District ("District") as follows:

 That I am a representative of ("Architect" or "Contractor"), currently under contract ("Contract") with the District; that I am familiar with the facts herein certified and am authorized and qualified to execute this certificate on behalf of Architect (Contractor).

 Architect (Contractor) certifies that all of its employees, as well as, employees of subcontractors, who may come into contact with students during the term of the contract with the District have all had drug tests as specified in School Board Policy GBRL. None of these employees are in violation of School Board Policy GBRL-Drug-Free Workplace.

 A complete and accurate list of Architect's (Contractor's) employees and of all of its Subcontractors' employees who may come in contact with District pupils during the course and scope of the Contract is attached hereto.

 Architect (Contractor) acknowledges that he has reviewed School Board Policy GBRL of the Stone County School District found at www.stoneschools.org.

Dated:

ARCHITECT (CONTRACTOR)

By:

Title:

SWORN TO AND SUBSCRIBED BEFORE ME this the day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 2021.

 NOTARY PUBLIC

 My Commission Expires:

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