
**Request for Proposals
for Professional Architectural and Engineering
Design Services
for a City Administrative Office Building**

**City of Sioux Falls, SD
June 19, 2015**

Proposal Request No. 15-0108

Section 1 Purpose and Summary

This Request for Proposal (RFP) is issued by the City of Sioux Falls (hereinafter referred to as the "City"). The purpose of this RFP is to establish a contract with a qualified firm to provide professional architectural and engineering design services for a new City administrative office building.

Section 2 Background

The City currently has a City Hall from which much of its administrative services are conducted. As the city of Sioux Falls grows, the staff to serve citizens grows with it. In 2012, a space needs study was conducted to analyze space needs and make recommendations.

The time has come for an additional City administrative office building to continue to move this City forward. The professional architectural and engineering design services will focus on the recommendation of constructing a new administrative office building in addition to the current City Hall.

Section 3 Project Goals, Description, and Objectives

Project Goals

- Prepare for growth.
- Improve service to citizens.
- Maximize the taxpayer dollar.
- Strengthen departmental collaboration.
- Improve employee work environment.

Project Description

The new administrative office building will be a multidepartment office building focused on citizen services and employee collaboration. The intent is to include the following components:

1. An open, flexible, and functional environment.
2. Incorporation of office design standards that promote employee well-being and ergonomics.
3. Furniture, fixtures, and equipment as approved by the City.
4. LEED certification shall be considered.
5. A minimum of three levels and approximately 15,000 square feet per level.

Objectives

1. Engage project stakeholders during all architectural and design phases.
2. Create a high-quality facility that maximizes natural light and a modern office layout.
3. Have a well-organized facility oriented to serving the citizens and visitors to the facility.
4. Develop a building plan and site plan that is flexible and plans for future expansion.
5. Organize the site plan with appropriate landscaping, circulation, parking, and lighting.
6. Coordinate with a Construction Manager at Risk to complete project on schedule and within budget.
7. Incorporate nearby parks and other local government facilities in design considerations.

Information Available for Review

The design team should reference the following available information:

- 2012 City Space Needs Assessment: www.siouxfalls.org/central-services/facilities-mgmt.
- City Council presentation: docs.siouxfalls.org/sirepub/mtgviewer.aspx?meetid=2215&doctype=AGENDA.

Section 4 Scope of Services

The scope of work will include professional services to generate conceptual ideas, engage stakeholders, and ultimately reach a recommended solution and complete the programming, schematic design, design development, construction document phase/bid, construction administration, and post-construction services. The following is a general guideline for scope of services but is not limited to additions. The attached modified AIA B101-2007 document will be the governing document under this RFP. This document is in draft form and is subject to negotiation with the awarded bidder.

Phase One (Lump Sum Fee)

Program Development and Schematic Design

1. Program development.
2. Development of design alternatives and concept plans based on stakeholder input throughout all stages of programming and design.
3. Develop efficiency strategies and analyze the benefits of achieving LEED certification. Incorporate recommended ideas into project to facilitate LEED certification.
4. Development of schematic design documents and computer-generated renderings of the selected concept plan.
5. Coordinate the planning level cost estimate and schedule with the Construction Manager.

6. Coordinate a tour of one or two similar facilities.
7. Communicate to City Council and public meetings as deemed necessary.
8. Facilitate up to five meetings with identified stakeholders outside of the city.
9. Participate in Construction Manager at Risk (CM@R) interviews in an advisory capacity.

Phase Two (Percentage of Guaranteed Maximum Price (GMP))

Design Development

1. Provide design development drawings, design narratives, and specifications.
2. Coordinate with CM@R to develop plans that fit within the established budget and schedule.
3. Include additive and deductive alternates into the GMP package that have the potential to increase or decrease the Cost of the Work plus or minus 5 percent as part of its Basic Services.
4. GMP will be established from 100 percent Design Development documents.
5. Secure necessary approvals and permits.
6. Communicate to City Council and public meetings as deemed necessary.
7. Provide fundamental commissioning as required by LEED.

Construction Document Phase and Bidding

1. Record drawing and project manual, including technical specifications.
2. Attend all prebid meetings and scoping meetings.
3. Coordinate with CM@R the review of cost estimates provided by bidders.

Construction Administration

1. Provide construction observation and administration during construction.
2. Provide cost analysis of change orders.
3. City of Sioux Falls expects regular and reoccurring on-site observation during the entire construction phase.
4. Provide hourly breakout of construction administration hours anticipated with schedule for construction.
5. Develop punchlist with owner's input
6. Coordinate with City FF&E vendors on design and specifications.
7. Coordinate with third-party commissioning agents as directed by the owner or peer reviews.

Post-Construction Services

1. Provide construction administration through project closing.
2. Review as-builts from CM@R and update drawings.
3. Provide warranty support through warranty period of building and participate in warranty walk at the end of the period.

Estimated Timeline

Select A/E	August 2015
Select CMAR	September 2015
Complete schematic design	February 2016
Complete design development	April 2016
Conduct bidding process	May–October 2016
Groundbreaking/initiate construction	July 2016
Complete construction	April 2018

Section 5 Submittal Instructions

Submittal Requirements

The submittal must contain the following information:

1. *Cover Letter*

Provide name and address of the firm and project contact person with address, telephone number, and email address. Acknowledge receipt of any addenda if applicable. Summarize your understanding of the project. Provide a statement indicating your ability to provide timely services and meet the requirements of the proposed schedule. Indicate your acceptance of the requirements of this RFP. In addition to the cover letter, provide a one-page summary of the benefits you believe the City would receive from selecting your firm.

The cover letter **must be signed** by a duly authorized official of the firm. Consortiums, joint ventures, or teams submitting proposals must establish that contractual responsibility rests solely with one company or one legal entity. Each submittal should indicate the entity responsible for execution of the agreement on behalf of the proposal team. The firm offer must be good for 180 days.

2. *Project Team Experience and Qualifications*

Provide résumés or a listing of information for each person in your firm participating in this project. State the educational background of each individual, years of experience, length of employment with your firm, project dollar amounts, and size. The architect and/or engineering firm will be contractually obligated to not reassign key staff

members to other projects without the City’s prior written consent. City will have approval rights of any and all new personnel assigned to this project.

3. Provide design team personnel for Exhibit D of AIA A101 document.
4. Description of the firm’s design and construction administration philosophy—describe your typical interactions with owners throughout the process.
5. Current workload of firm and specific personnel assigned to this project—include specific percentage of time each key team member will devote to this project.
6. Project approach—describe your understanding of the project and your approach to projects of this scope and budget.
7. Experience with buildings of similar scale and scope.
 - a. Name and location
 - b. Project description
 - c. Completion date
 - d. Budget
 - e. Client contact
8. References (3). Firm shall provide a list with contact information of agencies that have requested your services.
9. *Fee Structure.*
 - a. Phase One: Lump Sum Fee for Phase 1.
 - b. Phase Two: Percentage of GMP, which shall be calculated as a lump sum upon establishment of GMP.
 - (1) Additional percentage breakout:

Design Development Phase	percent (« »	%)
Construction Documents Phase	percent (« »	%)
Bidding or Negotiation Phase	percent (« »	%)
Construction Phase	percent (« »	%)
Total Basic Compensation	percent (100	%)
 - c. Provide list of all reimbursable expense items.
10. Provide Standard Billing Rate schedule for Exhibit G of AIA A101 document for proposer and all subconsultants.

Proposal Format and Content

Offerors must submit one (1) original hard copy (marked “Original”), one (1) CD, and six (6) hard copies of the proposal in a sealed envelope or package.

One Cost Proposal is to be submitted in a separate sealed envelope or package, clearly labeled “Cost Proposal.”

Envelopes or packages containing proposals must be clearly addressed as described below to ensure proper delivery and to avoid being opened by the City before the deadline for receipt. Envelopes or packages must be addressed as follows:

City of Sioux Falls Purchasing Office
Attention: Scott Rust
Professional Architectural and Engineering Design Services
for a City Administrative Office Building

RFP No. 15-0108
224 West Ninth Street
P.O. Box 7402
Sioux Falls, SD 57117-7402

Proposals must be received by the Purchasing Office at the location specified no later than **2 p.m., Central standard time, on July 16, 2015.**

Proposals may not be delivered orally, by facsimile transmission, by other telecommunication, or electronic means.

Offerors assume the risk of the method of dispatch chosen. The City of Sioux Falls (“City”) assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt by the City. An Offeror’s failure to submit its proposal prior to the deadline will cause the proposal to be rejected. Late proposals or amendments will not be opened or accepted for evaluation.

Questions and Addenda

Questions regarding this RFP shall be submitted in writing to Scott Rust, Purchasing Manager, at srust@siouxfalls.org. Answers to questions will be posted to the City’s website. The deadline for questions is 2 p.m., Central standard time, Monday, July 6, 2015.

If deemed necessary, addenda to the RFP will be issued and will be emailed to the proposers. No addenda will be issued after 5 p.m., July 10, 2015.

Section 6 Method of Evaluation

Selection Criteria

The evaluation team will rely on the qualitative information contained and presented in the proposals and reference checks in making the decision to select the most qualified firm to provide services for the City. Selection criteria will be based on:

1. Project team experience and qualifications (25 points).
2. Current workload of firm and availability of proposed core team (15 points).

3. Description of the firm's design and construction administration philosophy (10 points).
4. Project approach and firm's understanding of project (15 points).
5. Experience with building of similar scope and scale (10 points).
6. Proposed fee (25 points).

Upon review of the proposals, the City may shortlist and interview the highest ranking firms. Upon completion of the interviews, the highest ranking firm will then be asked to enter into contract negotiations with the City of Sioux Falls. If an agreement cannot be reached with the highest ranked firm, the City will move to the next highest ranked firm. The same process will be repeated with the other ranked firms if no such agreement can be reached. The City of Sioux Falls reserves the right to not select a firm as part of this process if an agreement cannot be reached.

Evaluation of Proposals Schedule

- RFP issued: June 12, 2015
- Deadline for questions: July 6, 2015
- Proposals due: July 16, 2015
- Review of proposals: July 20–24, 2015
- Shortlist for interviews, if necessary: July 24, 2015
- Interviews, if necessary: August 3–7, 2015
- Intent to award contract: August 10, 2015
- Execute contract: August 20, 2015

Section 7 Special Conditions

Excluding proprietary information, the successful firm's proposal and contract are deemed public records and shall be available to the public upon request. In addition, the City shall maintain a "Register of Proposals for this Contract," which shall contain the names of companies who submitted a proposal and the name of the company who was awarded the contract; however, the proposals of the submitting firms not awarded the contract are nonpublic records and will remain confidential.

The City of Sioux Falls reserves the right to reject any and all proposals, to waive formalities, and to select the proposal and developer(s) that, in the City's sole discretion, are in the best interests of the City of Sioux Falls, South Dakota.

The City reserves the right to:

1. Amend, modify, or withdraw this RFP.
2. Revise any requirements under this RFP.

3. Require supplemental statements of information from any responding party.
4. Extend the deadline for submission of responses hereto.
5. Negotiate or hold discussions with any bidder to correct insufficient responses that do not completely conform to the instructions contained herein.
6. Waive any nonconformity with this RFP.
7. Cancel, in whole or in part, this RFP if the City deems it is in its best interest to do so.
8. Request additional information or clarification of information provided in the response without changing the terms of the RFP.
9. Waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked firm.

The City may exercise the foregoing rights at any time without notice and without liability to any bidder, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

Standard Proposal Information

Authorized Signature

An individual authorized to bind the Offeror to the provisions of the RFP must sign all proposals.

City Not Responsible for Preparation Costs

The City will not pay any cost associated with the preparation, submittal, presentation, or evaluation of any proposal.

Conflict of Interest

Offerors must disclose any instances where the firm or any individuals working on the contract has a possible conflict of interest and, if so, the nature of that conflict (e.g., employed by the City of Sioux Falls). The City reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the Offeror's proposal. The City's determination regarding any questions of conflict of interest is final.

Offeror's Certification

By signature on the proposal, the Offeror certifies that it complies with:

- The laws of the state of South Dakota.
- All applicable local, state, and federal laws, codes, and regulations.
- All terms, conditions, and requirements set forth in this RFP.
- A condition that the proposal submitted was independently arrived at without collusion.
- A condition that the offer will remain open and valid for the period indicated in this solicitation; and any condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest (e.g., employed by the City of Sioux Falls).

If any firm fails to comply with the provisions stated in this paragraph, the City reserves the right to reject the proposal, terminate the contract, or consider the contractor in default.

No Contact Policy

Any contact with any City representatives, related officials, or representatives other than those outlined in the RFP is prohibited. Such unauthorized contact may disqualify your firm from this procurement.

Indemnification

To the fullest extent permitted by law, the provider, its subcontractors, agents, servants, officers, or employees shall indemnify and hold harmless the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents from any and all claims brought by any person or entity whatsoever, arising from any act, error, or omission of the provider during the firm's performance of the agreement or any other agreements of the firm, entered into by reason thereof. The firm shall indemnify and defend the City of Sioux Falls, including, but not limited to, its elected and appointed officials, officers, employees, and agents with respect to any claim arising or alleged to have arisen from negligence and/or willful, wanton or reckless acts, or omissions of the firm, its subcontractor, agents, servants, officers, or employees and any and all losses or liabilities resulting from any such claims, including, but not limited to, damaged awards, costs, and reasonable attorney's fees. The indemnification shall not be affected by any other portions of the agreement relating to insurance requirements. The firm agrees that it will procure and keep in force at all times at its own expense insurance in accordance with these specifications.

Insurance Requirements

The Offeror shall secure the insurance specified below. All insurance secured by the firm under the provisions of this section shall be issued by insurance companies acceptable to the City. The insurance specified in this section may be in a policy or policies of insurance, primary or excess. Certificates of all required insurance shall be provided to the City upon execution of this agreement.

1. Workers' compensation insurance providing the statutory limits required by South Dakota law. In addition, it shall provide Coverage B, Employer's Liability Coverage, of not less than \$1,000,000 each accident, \$1,000,000 disease-policy limits. The required limit may be met by excess liability (umbrella) coverage.
2. Commercial general liability insurance providing occurrence form contractual, personal injury, bodily injury, and a property damage liability coverage with limits of at least \$1,000,000 per occurrence, \$2,000,000 general aggregate, and \$2,000,000 aggregate products and completed operations. The required limit may include excess liability (umbrella) coverage. The policy shall name the City and its representatives as an additional insured. If "occurrence form" insurance is not available, "claims made" insurance will be acceptable. The policy shall be maintained for three years after completion of this agreement.
3. Automobile liability insurance covering all owned, nonowned, and hired automobiles, trucks, and trailers. The coverage shall be as broad as that found in the standard comprehensive automobile liability policy with limits of not less than \$1,000,000

combined single limit each occurrence. The required limit may include excess liability (umbrella) coverage.

4. Professional liability insurance providing occurrence basis coverage for any claim arising from the errors, omissions, failure to render a service, or the negligent rendering of the service by the contractor in the amount of \$2,000,000 each occurrence and \$2,000,000 annual aggregate. If occurrence form insurance is not available, claims made coverage shall be maintained for two years after final completion of the services. The City does not represent that the above coverages and limits are adequate to protect the contractor and assumes no responsibility therefor.

The Offeror will provide the City with at least 30 days' written notice of an insurer's intent to cancel or not renew any of the insurance coverage. The Offeror agrees to hold the City harmless from any liability, including additional premium due because of the firm's failure to maintain the coverage limits required.

The City's approval or acceptance of certificates of insurance does not constitute the City's assumption of responsibility for the validity of any insurance policies nor does the City represent that the above coverages and limits are adequate to protect any individual/group/business, its consultants' or subcontractors' interests, and assumes no liability therefore.