

SCORING SUMMARY  
VOCATIONAL  
EDUCATION  
BUILDING

	AVERAGE
<b>MRV Architects</b>	
PROJECT UNDERSTANDING AND APPROACH	21.0
PROPOSED PROJECT MANAGER	17.0
PROPOSED PROJECT TEAM	14.7
FIRM RESOURCES AND EXPERIENCE	21.3
REFERENCES	5.7
TOTAL	<u><u>79.7</u></u>
<b>Architects Alaska</b>	
PROJECT UNDERSTANDING AND APPROACH	24.7
PROPOSED PROJECT MANAGER	20.0
PROPOSED PROJECT TEAM	14.3
FIRM RESOURCES AND EXPERIENCE	23.7
REFERENCES	8.3
TOTAL	<u><u>91.0</u></u>
<b>McCool Carlson Green</b>	
PROJECT UNDERSTANDING AND APPROACH	15.7
PROPOSED PROJECT MANAGER	13.7
PROPOSED PROJECT TEAM	12.0
FIRM RESOURCES AND EXPERIENCE	21.7
REFERENCES	6.7
TOTAL	<u><u>69.7</u></u>
<b>Jensen Yorba Lott</b>	
PROJECT UNDERSTANDING AND APPROACH	20.7
PROPOSED PROJECT MANAGER	15.0
PROPOSED PROJECT TEAM	13.3
FIRM RESOURCES AND EXPERIENCE	22.3
REFERENCES	7.3
TOTAL	<u><u>78.7</u></u>



**MUNICIPALITY OF SKAGWAY**  
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**SKAGWAY SCHOOL DISTRICT VOCATIONAL EDUCATION BUILDING**  
**Request for Proposals - Professional Design Services**  
**November 8, 2016**

**Project and Background**

The Municipality of Skagway is requesting proposals from qualified architects to complete a schematic design with preliminary plans, specifications and cost estimate for a Vocational Education Building in an existing space or by creating a new space and building in Skagway, Alaska.

The Municipality of Skagway and the Skagway School District are working together to consider a project to improve our vocational education program and satisfy our commitments as an emergency shelter. The concept is to develop space that will function for an expanded and modernized automotive shop, maintenance storage area and possibly an emergency generator.

One goal is to provide training for employment opportunities in and near Skagway. This will require a successful proposer to research feasible opportunities and report to the Municipality. From this a refinement of desired vocational components will be decided by a Steering Committee which may include but not limited to consideration of carpentry, welding, and boiler mechanical training.

**Proposal Requirements, Evaluation Criteria and Selection Process**

**Scope of Services**

The proposed space could be within existing buildings or the construction of a new building. A new building would be stand-alone and encompass the area directly to the west of the school gym in the area that is now used as a tennis court. A review and summary of existing buildings in town capable of housing this function will be needed. The optimal space would include:

- At least one vehicle lift
- 2 overhead doors for access
- Classroom areas
- Area for maintenance storage
- Automatic Fire Suppression System
- Exhaust Vent Fans
- Secure flammable storage area
- Waste oil heat system
- Energy efficient components such as insulation and T-5 lighting
- Welding area

- Steel framed building is preferred if a new building is selected.

The Steering Committee will work with the successful Contractor in creating their recommended vocational components and preferred space, be it in converted existing space or new construction. This recommendation will be reviewed by the Municipal Assembly for its final direction on creating a preliminary design and cost estimate. The Steering Committee will then work with the Contractor to finalize the preliminary design and cost estimate.

**Deliverables:**

- **Proposed location options**
- **Schematic Design**
- **Preliminary Plans and Specifications**
- **Cost Estimate**

Proposals which do not address the items listed in this section may be considered incomplete and may be deemed non-responsive by the Municipality of Skagway in its sole discretion. It is the responsibility of the firms submitting proposals to determine the actual efforts required to complete the project.

Detailed information and a copy of the Proposal package can be obtained from the Municipality of Skagway, located at 700 Spring Street, P.O. Box 415, Skagway, AK 99840, by calling 907-983-2297, or by e-mail at [m.gihl@skagway.org](mailto:m.gihl@skagway.org). All questions will be responded to in writing and treated as an addendum to the proposal packet.

Interested firms shall submit one original, one electronic copy and 8 paper copies of the completed proposal in an envelope marked **"SKAGWAY SCHOOL DISTRICT VOCATIONAL EDUCATION BUILDING"** and are due no later than 2:00 p.m. December 6, 2016, at the address listed above, or delivered directly to the Municipal Offices on 7<sup>th</sup> and Spring Street. Faxed or e-mailed proposals will not be accepted.

## **PROPOSAL FORMAT AND CONTENT**

- 1. Title Page (one page maximum)** – At a minimum, the title page shall show the name of the project being proposed upon, the firm name, address, telephone numbers, name of contact person and the date.
- 2. Letter of Transmittal (one page maximum)** – The transmittal letter shall identify the project for which the proposal has been prepared: state your firm's understanding of the services to be provided; make a positive commitment to provide the services specified; and give the name, title, address, and phone number of the persons authorized to make representations for your firm. The letter shall be signed by a corporate officer or other individual designated by the firm with the authority to bind the firm.
- 3. Proposal Narrative (ten pages maximum)** – The proposal narrative shall provide the following information:

A. Project Understanding and Approach – This section shall outline your team's approach to assuring the successful completion of the project. At a minimum, it must address the following:

- Project objectives and proposed approach
- Your understanding of the potential issues which may affect successful completion
- Specific approach methodology to assure effective budget utilization

B. Proposed Project Manager – This section shall present the proposed project manager and at a minimum address:

- General qualifications to perform this assignment
- Experience on similar design projects
- Experience in the Southeast Alaska area, in particular Skagway, Alaska
- Assurance the firm will not change the Project Manager if the Proposal is accepted

C. Proposed Project Team – this section shall present the professionals who will actively participate in technical project activities with resumes, and at a minimum shall address the following:

- Proposed project assignment and qualifications
- Experience with similar projects and with other team members
- How subcontractors are expected to be utilized

D. Firm Resources and Experience – At a minimum, address the following:

- Size, resources, and business history
- Firm experience designing comparable facilities

E. References – List the names, titles and, phone numbers of at least three clients who obtained similar services from your firm. Projects managed by the proposed project manager must be referenced.

F. Fee Proposal – In a separate, sealed envelope labeled fee proposal, provide a good faith estimate of your firm's fees for completion of this project. These will not be considered immediately; fee proposals will be viewed and scored only after all other criteria have been evaluated and the Assembly approves a notice of intent to award to the firm selected from the scored criteria. The fee proposal may be accepted as submitted or the fee may be negotiated in the sole discretion of the Municipality. If the Municipality chooses to negotiate the fee, the Municipality expects the Proposer to act in good faith in those negotiations. If the Municipality determines that the Proposer is not negotiating in good faith, or is causing delay to the project through contract negotiation, the Municipality may determine it to be in the best interests of the Municipality to terminate negotiations and either open negotiations with another Proposer or begin a new RFP process, in the sole

discretion of the Municipality. The Municipality may, in its sole discretion, reject any fee estimates and fee proposals and fee estimates or fee proposals shall not be binding on the Municipality. Any negotiations related to the fee proposal shall not involve any other aspect of the Professional Services Agreement attached to this RFP. Except as to any negotiations related to fee, the successful Proposer will be required to sign the Professional Services Agreement without modification before receipt of a Notice to Proceed. The fee proposal shall provide a not to exceed fee total amount or the Municipality may reject the fee proposal. If the Municipality chooses to negotiate the fee, the fee negotiated shall be a not to exceed fee total amount.

**Evaluation Criteria and Selection Process** – The Municipality of Skagway reserves the right to reject any and all proposals submitted and shall not be liable for any costs incurred by any proposer in response to this solicitation or for any work done prior to the issuance of a notice to proceed. The Municipality reserves the right to waive minor informalities and irregularities of proposals received if it is in the best interest of the Municipality.

The Municipality may require financial information to be assured the Proposers can and will meet the obligations of the Professional Services Agreement.

The MOS borough manager will designate an RFP review committee to evaluate and rank the submitted written proposals based on demonstrated competence, professional qualifications for performance of the services required and the criteria indicated below. Depending upon the relative quality of the proposals, the RFP review committee may elect to interview the two or three firms that in the opinion of the committee appear to be most capable of meeting the conditions of the project.

The RFP review committee will evaluate the proposals and make a recommendation to the Municipal Assembly. Evaluators may discuss factual knowledge of and may investigate proposer's and subcontractor's prior work experience and performance, including projects referenced in the proposal, available written evaluations and may contact listed references or other persons knowledgeable of a proposer's and/or subcontractor's past performance. Factors such as overall experience, experience on projects in Skagway or SE Alaska, quality of work, cost control, and the ability to meet schedules may be addressed during the evaluation.

Submittals will be evaluated and scored in accordance with the following criteria:

A. Project Understanding and Approach	25 points
B. Proposed Project Manager	20 points
C. Proposed Project Team	15 points
D. Firm Resources and Experience	25 points
E. References	15 points
F. Fee Proposal	<u>00 points</u>
<b>Maximum Score</b>	<b>100 points</b>

### **General Conditions and Notices**

**Proposal Evaluation/Award:** The Municipality reserves the right to reject any or all proposals received for any reason if it is in the best interest of the Municipality. The Municipality reserves the right to waive minor informalities and irregularities of proposals received if it is in the best interest of the Municipality. The Municipality reserves the right to not go forward with the project after receiving bids. The project may be cancelled in whole or in part in the sole discretion of the Municipality.

**Proposal Package Fee:** There is not a fee for this proposal package.

**Project Site:** It is the sole responsibility of the Proposers to evaluate the job site and make their own technical assessment of the project site for determining the proposed design process and any equipment utilization and to make a valid financial proposal. The Municipality will not make any additional compensation or payments if the project conditions are different from that assumed by the Proposer or as believed to be by the Proposer or as represented to the Proposer by any source. The Municipality specifically makes no representations as to the conditions of the project site and no employee, Assembly member; the Mayor or any other representative of the Municipality has any actual or apparent authority to make any oral or written representations as to the conditions of the project site. The Municipality shall not allow later adjustments to the fee agreed upon in the Contract due to or as the result of weather. The Proposer's fee as submitted under Section 3F above shall fully account for the weather in Skagway.

**Project Contact and Technical Questions:** Proposers shall familiarize themselves with project requirements. All questions or requests must be written and addressed to the Borough Manager, at [s.hahn@skagway.org](mailto:s.hahn@skagway.org). All technical questions shall be in writing and directed to the Borough Manager at no later than November 22, 2016 at 4:00 p.m.

**Submittal Deadline and Location:** Proposers are responsible to assure delivery prior to deadline. Only proposals received prior to the date, time and received at the location specified shall be considered. Faxed or e-mailed proposals will not be accepted. It is the responsibility of the Proposer to consider weather and any other potential for delay in mail delivery to Skagway in submitting its Proposal before the deadline. There shall be no exceptions for a late received bid on account of weather.

**Proposals to Remain Open:** The Proposers shall guarantee the proposal for a period of sixty (60) calendar days from the date of the proposal opening.

**Beginning of Work:** Work may begin upon signing the Professional Services Agreement and after receiving the Notice of Award and the Notice to Proceed from the Municipality.

**Delays Beyond Proposers Control:** Bidders are expected to be familiar with the potential extreme and challenging weather conditions in Skagway, Alaska, and the Municipality will assume all bidders have considered weather in preparing their bids.

**Insurance & Indemnification:** No contract for services shall be issued or continued unless there is presented to the Municipality of Skagway a certificate of insurance showing that the business owner/operator has obtained at least two million dollars (\$2,000,000.00) general liability insurance and two million (\$2,000,000.00) of professional liability errors and omissions insurance and professional pollution liability and contractors' pollution liability. Proof of such insurance shall

be provided to the Municipality as a condition of entering the contract. Failure to maintain such insurance shall constitute a material breach of contract. The certificate of insurance must establish that the Municipality is named as an additional insured on such policy, and that the insurer thereof shall notify the Municipality twenty (20) days before the policy is canceled, or terminated. Additionally, the Proposer shall execute an instrument under the terms of which the Proposer will agree to indemnify, defend and hold harmless the Municipality of Skagway from any and all claims for injury or damage, including death, to persons or property as a result of the holder's activities.

If the Proposer intends to subcontract out any of the work in its proposal, the Proposer shall insure that all subcontracts fully comply with this provision and that the insurance of subcontractors shall list the Municipality as an additional insured.

Proposer shall provide Worker's Compensation Insurance in compliance with the laws of the State of Alaska, AS 23.30et seq., and federal jurisdiction where the work is being performed.

**Compensation:** The Municipality agrees to pay Design Professional an amount not to exceed that as specified and accepted in the proposal or as negotiated, in the sole discretion of the Municipality, through progress payments usually every two weeks after receipt and approval. The compensation agreed upon is specifically not an estimate and is specifically not a time and expense amount.

**Responder's Responsibility:** Responding Proposers have the responsibility of understanding what is required by this solicitation. The Municipality shall not be held responsible for any firm's lack of understanding. Should a firm not understand any aspect of this solicitation, or require further explanation or clarification regarding the intent or requirements of this solicitation; it shall be the responsibility of the proposing firm to seek guidance from the Municipality. Requests for information will be done in writing and directed to [s.hahn@skagway.org](mailto:s.hahn@skagway.org). Further, by submitting a proposal in response to this solicitation, a firm certifies that it has thoroughly read and understands this solicitation in its entirety and has submitted the proposal in agreement with the terms and conditions of this Request for Proposals.

**Addenda:** The Municipality will make a reasonable effort to provide all addenda to Proposers when issued. Addenda may be issued by any reasonable method such as hand delivery, mail, facsimile, and courier and in special circumstances, by phone. It is the Proposers responsibility to ensure receipt of all addenda. No claim or protest will be allowed based on the Proposers allegation that the Proposer did not receive all of the addenda.

**Cost Incurred in Proposal Preparation:** No contract shall be in effect until the Municipality executes a written agreement. The Municipality is not liable for any cost incurred by any Proposer in the response to this solicitation, including any work done, even in good faith, prior to the execution of a contract.

**Proprietary Information:** Proposers shall not include proprietary information in proposals if such information should not be disclosed to the public. Any language with a submittal purporting to render all or portions of a proposal confidential will be disregarded.

**Minor Informalities:** The Municipality reserves the right to waive any minor informality, negotiate changes or reject any and all proposals and to not award the proposed contract, if it is in

the Municipality's best interest. Minor informalities means matters of form rather than substance which are evident from the submittal, or are insignificant matters that have a negligible effect on price, quantity, quality, delivery, or contractual conditions and can be waived or corrected without prejudice to other Proposers.

**Receipt and Proposal Opening:** The Municipality must receive all proposals including any amendment or withdrawal prior to the scheduled time for submitting proposals. Any proposal, amendment, or withdrawal, which has not been actually physically received by the Municipality prior to the scheduled time for submitting proposals, shall not be considered. No responsibility shall be attached to any officer, employee or agent of the Municipality for the premature opening of, or failure to open, a proposal improperly delivered, addressed or identified.

Until the award of a contract, the Municipality reserves the right to reject any or all proposals, to waive technicalities or to advertise for new proposals without liability against the Municipality. Receipt of proposals will be publicly acknowledged at the submittal deadline and location.

**Disqualification of Proposers:** Any Proposer may be disqualified for the following reasons:

- More than one proposal for the same work from an individual, firm, or corporation under the same or different name. (A party that has quoted prices to a Proposer is not disqualified from quoting prices to other Proposers or from submitting a proposal directly for the project).

**Rejection of Proposals:** The Municipality reserves the right to reject any and all proposals. The Municipality reserves the right to reject the proposal of any Proposer who has previously failed to perform properly on any contract or project, or failed to complete any contract or project on time, or required amendments to its original scope of work to complete a project. The Municipality reserves the right to reject the proposal of any Proposer who is not, in the sole opinion of the Municipality, in a position to perform the contract or whose proposal does not appear to assure services through the completion of the project; and to reject a proposal as non-responsive where the Proposer fails to furnish the required documents, fails to complete the required documents in the manner directed, or makes unauthorized alterations to proposal documents.

**Non-Responsive Proposals:** Proposals shall be considered non-responsive and shall be rejected if there are unauthorized additions, conditional or alternative proposals, or irregularities of any kind which may tend to make the proposal incomplete, indefinite, or ambiguous as to its meaning.

**Documents for Successful Proposer:** Prior to contract execution and Notice to Proceed, the successful Proposer shall complete and submit the following documents within seven (7) days following Notice of Intent to Award, as well as any other documents that may be requested by the Municipality.

- Proof of Insurance showing the Municipality as an Additional Insured
- Copy of State and Municipal Business License

**Award and Execution of Contract:** All Proposers will be notified of the Municipality's Intent to award the contract by e-mail or fax and the successful Proposer will be requested to execute the



project documents that shall include the Professional Services Agreement. No contract shall be considered as effective until it has been fully executed by both parties (Proposer and Municipality).

**Failure to Execute Contract:** Failure of the successful Proposer to execute and return the Professional Services agreement and other contract documents within seven (7) days after receipt of the Municipality's Notice of Intent to Award, will be, in the sole discretion of the Municipality, cause for the rejection of the award. Award may then be made to the next lowest responsive, responsible and qualified Proposer, or the work may be re-advertised, in the sole discretion of the Municipality Manager. Except for the fee, which may be subject to negotiation in accordance with Section 4 above, the Municipality will not negotiate any other section, clause, provision or condition in the Professional Services Agreement attached to this RFP as Attachment A.

If the Municipality does not execute the contract agreement within thirty (30) days following receipt from the Proposer of all required documents executed for the award of the contract, the Proposer shall have the right to withdraw its proposal without penalty. If the Proposer fails to withdraw its Proposal in accordance with this provision, the Proposer remains obligated to accept the award for the full sixty days that it guaranteed its Proposal upon submission.

**Ownership of Proposal Submittals:** Once proposals are opened, they become the property of the Municipality, and shall not be returned. Proposals may be withdrawn by submitting a written withdrawal request to the same address to which the proposal was submitted if the request is received by the Municipality one (1) hour prior to the proposal opening time and date. The proposal shall be returned to the Proposer unopened.

Proposer shall provide eight proposal copies which must be sealed and clearly labeled "**Skagway School District Vocational Education Building**" and are due no later than 2:00 p.m. on December 6, 2016, at the address listed above, or delivered directly to the Municipal Offices on 7<sup>th</sup> and Spring Street. Faxed or e-mailed proposals will not be accepted.

Proposers are responsible to assure delivery prior to deadline. Only Proposals received prior to the date, time and received at the location specified will be considered. The Municipality of Skagway is not responsible for any costs incurred in the preparation of proposals. The Municipality reserves the right to reject any or all proposals. The Municipality reserves the right to cancel the project, or delay the project, or decide not to fund the project, all in its sole discretion.

**The Municipality of Skagway is an equal opportunity employer.**