TETON
SCHOOL DISTRICT 401
EMPOWERING OUR STUDENTS TO REACH THEIR FULL POTENTIAL

REQUEST FOR QUALIFICATIONS

ARCHITECTECTURE PROFESSIONAL SERVICES:
Elementary Expansion Project

REQUEST FOR QUALIFICATIONS (RFQ): ARCHITECTURE SERVICES

October 20, 2016

Teton School District no. 401 ("TSD") will accept Statements of Qualifications (SOQs) from licensed Idaho architects in good standing to perform professional architecture services in accordance with Idaho Code § 54-301 et seq., and as determined by TSD. In accordance with the Qualification Based Selection process set forth in Idaho Code § 67-2320, TSD is seeking SOQs from qualified architecture firms to provide services to assist with the project described below.

Written SOQs will be received at the offices of TSD, 445 North Main Street, PO Box 775, Driggs, Idaho, 83422, until 12:00 p.m., MST on November 3, 2016**.** Each SOQ will be evaluated on the basis of qualifications as specified in this RFQ. A selection committee will evaluate each of the SOQs and the committee may conduct interviews with one or more of the firms. Based upon the recommendations of the selection committee, the TSD Board of Trustees will make the final decision regarding the firm chosen for architecture services for this project.

The District shall select the persons or firms whom the District determines to be best qualified to provide the required services, ranked in order of preference, pursuant to the following established criteria and procedures set forth in the Resolution adopted by TSD on October 10, 2016. A copy of such Resolution is available for inspection and copying in the TSD administrative office. Such criteria shall include but not be limited to the following:

A. Applicant's prior relevant experience.
B. Applicant's capacity to perform the work in a timely manner.
C. Applicant's educational qualifications.
D. Applicant's understanding of the project needs.
E. Applicant's methodology.
F. Applicant's reputation.
G. Qualifications and reputations of outside consultants who may work with the Applicant on the project.
H. Quality of Applicant's proposal for the planning, design and construction phase of the project.
I. Applicant's estimate of time it will take to perform the necessary work.
J. Qualifications of the proposed project manager.
K. Qualifications of Applicant's staff.
L. Quality and clarity of presentation.
M. Familiarity with local area geography and facilities.
N. Applicant's financial capability to perform the work.

After reviewing and evaluating the proposals, the Committee will rank all of the persons or firms submitting a proposal and will then negotiate with the highest ranked person or firm for a contract or

agreement to perform such services at a price determined by TSD to be reasonable and fair, after considering the above-stated criteria.

TSD reserves the right to reject any and all SOQs, to waive any irregularities in the SOQs received, and to select the architecture team that will represent the best interest of TSD and the public. The issuance of this RFQ and the receipt and evaluation of sealed SOQs does not obligate TSD to award a contract. TSD will pay no costs incurred in responding to this RFQ. TSD may in its discretion cancel this process at any time prior to execution of a contract without liability.

SECTION 1
INSTRUCTIONS TO RESPONDENTS

1.1 SOQ Information

Statements of Qualification shall be submitted in an opaque envelope or box and must be sealed and plainly marked for delivery as follows:

Please indicate "Architecture Services: Elementary Expansion - SEALED STATEMENT OF QUALIFICATIONS ENCLOSED" on the outside of the submittal package. Also indicate on the outside of the submittal package, the firm name of the Respondent.

SOQs shall be delivered **by mail** to:

Teton School District No. 401
Attention: Monte Woolstenhulme
PO BOX 775
Driggs, Idaho, 83422

Or **in person** to:
Teton School District No. 401
Attention: Monte Woolstenhulme
445 North Main Street
Driggs, Idaho, 83422

Please sign your SOQ. UNSIGNED SOQs WILL NOT BE ACCEPTED. Submittal packages must include:

a. ONE (1) signed/printed original SOQ.
b. At least six (6) printed copies of the SOQ.
c. ONE (1) digital (PDF) version of the entire SOQ on CD or Flash Drive.
d. Exhibit A and B Forms (Included in the SOQ as described in SECTION 5 of this RFQ).
    - RFQ Submittal Information Form – Attached to this RFQ as Exhibit A
    - RFQ Waiver and Release Form – Attached to this RFQ as Exhibit B

Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted.

SOQ deadline is 12:00 p.m., MST, November 3, 2016.

At the time of the deadline above, the contents of all Statements of Qualification will become a matter of public record, except as otherwise provided or allowed in Title 74, Chapter 1, Idaho Code. Respondent assumes full responsibility for the timely delivery of its submittal package to TSD. Respondents will be responsible for all costs (including site visits if needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of TSD and will not be returned.

1.2 Contact with TSD Personnel

All communications by Respondent should be made via the below-named contact. No other communication, initiated by the Respondent with TSD is permitted. Address all communications concerning this RFQ in writing to:

Monte Woolstenhulme
TSD No. 401 Superintendent
PO Box 775
Driggs, Idaho 83422
Email: mrw@tsd401.org

1.3 Architecture Services Selection Process Schedule

RFQ Advertisements:	October 20, and 27, 2016
RFQ Available:	October 20, 2016
SOQ Deadline:	November 3, 2016
Evaluation Committee Rankings:	November 4, 2016
Interview Notification (if required for selection):	November 8, 2016
Interviews (if required) and Selection:	November 14, 2016
Recommendation to Board of Trustees:	November 14, 2016

1.4 Rates, Overhead, Multipliers, and other Cost Information

While architecture fee calculation methods or percentages, with reimbursable costs may be requested for reference during the selection process, pursuant to Idaho Code § 67-2320, Respondents shall not provide any fee proposal, related to this project, in their SOQ.

SECTION 2
PROJECT INFORMATION

2.1 Project Location
Teton County, Idaho

2.2 Project Budget Range
$20,000,000-$30,000,000 based on appropriate funds being approved

2.3 Project Description, Information, and Background
The District is planning to construct new Elementary facilities as needed and/or renovate our current Elementary facilities.

2.4 Project Timeline
TSD intends to begin pre-design and pre-construction services for the project as soon as possible, after award and contract negotiations are complete. TSD further intends to seek approval of a bond in 2017 in order to fund the Project or Projects.

2.4 Architectural Scope of Services
All architecture and other professional design services must be performed by staff properly licensed in the State of Idaho and resident to the office performing the work. The following services are anticipated to be included in the design services agreement with TSD. These descriptions are illustrative in nature and not exhaustive. The actual scope of services will be negotiated after this RFQ selection process has been conducted.

The Architect will be responsible for Programming, Schematic Design, Design Development, Construction Documents, CM/GC Bidding Assistance, and Construction Observation. Additionally, the Architect will assist and provide guidance to TSD in the bond planning and approval process.

The Architect shall make presentations to the TSD Board of Trustees as requested by the Board and shall keep in mind that during all phases, code compliance, energy efficiency, and building maintenance concerns should be incorporated into the design.

The Architect will be required to meet twice monthly with the TSD Project Manager for the purpose of providing a written report regarding the project progress. Such meeting will show funds expended in the completion of the project and specific accomplishments related to the completion of the project.

Among other things, the Architect shall produce the following major written products for review by the TSD Board of Trustees and the TSD Project Manager.

1. A written program after programming services have been completed.
2. A written report with progress drawings after Schematic Design services have been completed.
3. A written report with progress drawings and update prior to the commencement of the bond process and prior to beginning Construction Documents, along with recommended project budget.
4. A final report and Contract Documents at the conclusion of the Construction Document Phase for any additional input and final acceptance.

Programming Phase:

- Work with TSD staff and the CM/GC to program the project;

- Prepare a written program for the project; and
- Work with TSD staff and the CM/GC to develop a project schedule.

Schematic Design Phase:

- Work with TSD staff and the CM/GC to provide schematic design options with site plans, floor plans, and massing concepts;
- Work with the CM/GC to prepare a cost estimate for the project with value engineering opportunities; and
- Prepare a written report for the project including building systems narratives; and

Design Development Phase:

- Work with TSD staff and the CM/GC to develop preferred schematic design option complete with all consultant drawings;
- Prepare a written report for the project including building systems narratives;
- Work with the TSD staff and CM/GC to prove a construction estimate with appropriate contingency; and
- Work with TSD staff and CM/GC to value engineer the design and reconcile budget overruns as needed.

Construction Documents Phase:

- Work with TSD staff and the CM/GC to develop Construction Documents;
- Work with the TSD staff and CM/GC to prove a construction estimate with appropriate contingency; and
- Work with TSD staff and CM/GC to value engineer the design and reconcile budget overruns as needed.

CM/GC Bidding Assistance Phase:

- Assist the TSD staff and the CM/GC to provide clarifications, address questions, issue addenda, and publically open bids.

Construction Observation Phase:

- Attend and participate in regular Owner/Architect/Contractor (OAC) Meetings;
- Manage the construction process for the Architectural team including the submittals reviews, and requests for information;
- Prepare weekly Construction Observation Reports;
- Review progress payment applications;
- Review and negotiate change orders, and resolve issues and claims;
- Review special inspections and testing reports;
- Review construction schedules as required for compliance with project milestones;
- Participate in coordination meetings;
- Maintain records, record documents, and manuals;
- Develop and monitor the list of items to be corrected;
- Process and review all closeout documents including Operations and Maintenance (O&M) Manuals;
- Review final payment application; and
- Coordinate and assist with warranty corrections.

2.5 Special Instructions

Throughout the project, the architecture firm shall provide TSD with professional architectural and engineering services and represent TSD's interests in completing the project on time, within established budgets, and as planned with minimum difficulties. As a general rule, standard AIA contracts will form the basis of agreement for architecture services to be entered into for the project; provided however, TSD reserves the right to change, modify, or amend the final contract to be entered into by TSD.

SECTION 3
GENERAL CONDITIONS OF RFQ

3.1 Intent of RFQ

TSD intends to conduct a Qualification Based Selection process to select a firm capable of providing the Architecture services, including but not limited to, those outlined within this RFQ. Following passage of the deadline for submitting SOQ's, the Respondent ranked highest will be approached to negotiate the contract(s) necessary for this project. If a satisfactory contract cannot be negotiated, TSD may, at its sole discretion, formally terminate negotiations and then commence negotiations with the next highest ranked Respondent, all pursuant to Idaho Code § 67-2320. Once negotiations are formally terminated with a Respondent, further negotiations with such Respondent will not be permitted or allowed.

3.2 Reserved Rights

TSD reserves the right to act in the best interest of TSD and in furtherance of the purposes of Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). TSD reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the SOQs received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the SOQ that is in the best interest of TSD and the public. The issuance of this RFQ and the receipt and evaluation of SOQs does not obligate TSD to select a firm nor award a contract. TSD may in its discretion cancel, postpone, or amend this RFQ at any time without liability.

3.3 Public Records

TSD is a public entity. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Law, Idaho Code §§ 74-101 through 74-125. The Public Records Law contains certain exemptions – one of which is an exemption for trade secrets. Trade secrets may include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Fee calculation methods and percentages quoted in a SOQ are not trade secrets.

If any Respondent claims any part of a SOQ is exempt from disclosure under the Idaho Public Records Law, the Respondent must: 1.) Indicate by marking the pertinent document “CONFIDENTIAL”; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire SOQ as “CONFIDENTIAL” is not in accordance with Idaho Public Records Law and will not be honored.

TSD, to the extent allowed by law, will attempt to honor a nondisclosure designation, however it reserves the right to determine the applicability of such exemption at its sole discretion. By claiming material to be exempt from disclosure under the Idaho Public Records Law, Respondent expressly agrees to defend, indemnify, and hold TSD harmless from any claim or suit arising from TSD’s refusal to disclose such materials pursuant to the Respondent’s designation. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel prior to submission.

3.4 Insurance

Prior to executing any contract for Architecture services with TSD or commencing any work under the contract, the Architecture firm will be required to provide evidence of the coverages listed below and

pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name TSD as a named insured, (except professional liability and worker's compensation insurance) and the Architecture firm will maintain these minimum insurance coverages during the entire term of the contract:

a. Professional Liability Insurance coverage with limits of not less than One Million Dollars ($1,000,000) per occurrence and a minimum aggregate limit of One Million Dollars ($1,000,000).

b. Commercial General Liability Insurance coverage with limits of not less than One Million Dollars ($1,000,000) per occurrence and an aggregate limit of not less than Two Million Dollars ($2,000,000).

c. Automobile Insurance coverage with a combined single limits of not less than One Million Dollars ($1,000,000).

d. Worker's Compensation Insurance in an amount as required by statute and Employer's Liability Insurance in an amount not less than Five Hundred Thousand Dollars ($500,000) for each accident, for all of the firm's employees to be engaged in work on the project under contract.

e. If any such work is subcontracted, the Architecture firm will require subcontractors and consultants to similarly provide Insurance for all the subcontractors and consultants to be engaged in such work.

3.5 Legal Residency Requirement

By submitting a SOQ, the Respondent attests, under penalty of perjury, that they are a United States citizen or legal permanent resident or that they are otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the firm will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67- 7903.

3.6 License Requirements

Proposals will be accepted from Idaho licensed architects and the firm of which they are a principal, full-time employee, resident to the office and who, prior to the SOQ deadline, have a valid architectural license pursuant to Idaho Code § 54 Chapter 3 Architects.

SECTION 4
SUBMISSION PROCESS

4.1 Forms Submitted

Respondents must submit the following items by the SOQ deadline:

a. ONE (1) signed/printed original SOQ.
b. At least Six (6) printed copies of the SOQ.
c. ONE (1) digital (PDF) version of the entire SOQ on CD or Flash Drive.
d. Exhibit A and B Forms (Included in the SOQ as described in SECTION 5 of this RFQ).
    - RFQ Submittal Information Form – Attached to this RFQ as Exhibit A
    - RFQ Waiver and Release Form – Attached to this RFQ as Exhibit B

Failure to submit all requested information may render any SOQ nonresponsive and void.

4.2 Objections to Specifications or Process

Objections to this RFQ or its procedures must be in writing and physically delivered to TSD, Attn: Monte Woolstenhulme at least five (5) business days before the SOQ due date and time. The objection must state the exact nature of the protest, specifically identify the protested portion or clause in the RFQ and explain why the provision should be struck, added, or altered. TSD may deny the objection, modify this RFQ, and/or reject all or part of the objection.

4.3 Addenda

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Respondent will be available to all other Respondents if such information is necessary for purposes of submitting a SOQ or if failure to give such information would be prejudicial to uninformed Respondents. It is the Respondents' responsibility to check for addenda prior to submitting a SOQ. Failure to do so may result in the SOQ being declared nonresponsive. No addenda will be issued less than three (3) business days before the SOQ deadline unless the deadline is extended.

4.4 Modification or Withdrawal of SOQ

A SOQ may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFQ. All such modifications or withdrawals shall be in writing and physically delivered to TSD, Attn: Monte Woolstenhulme, at least five (5) business days before the SOQ due date and time. After the submission deadline, the submitted SOQ, as modified, shall remain in effect for a minimum of 90 days for evaluation purposes.

4.5 Protest

Upon selection of a Respondent for Architecture services, TSD shall notify all submitting Respondents in writing of such selection. Such notification shall be mailed to the address set for in the Respondent's SOQ, postage prepaid, certified mail, return receipt requested. If any participating Respondent objects to TSD's notice of selecting a firm for Architecture services, Respondent shall respond in writing to the notice from TSD within seven (7) calendar days of the date of transmittal of the notice, stating the express reason or reasons that the decision of TSD's Board of Trustees is in error. Such objections shall be physically delivered to TSD's administrative offices or sent by U.S. mail addressed to TSD at the address set forth above. Delivery of such objection shall be presumed complete upon deposit thereof in the U.S. mail, postage prepaid, certified mail, return receipt requested. Upon receipt of such objection, the TSD's Board of Trustees shall review the award and determine whether to affirm, modify or re-issue the RFQ, setting forth the reason or reasons for its decision. At completion of the review process, TSD may proceed as it deems to be in the best interest of TSD and the public.

SECTION 5
REQUIRED CONTENT, EVALUATION, AND SELECTION

5.1 Required Submission Materials and Format

The SOQ should enable uniform review and easy access to information by the evaluation committee. SOQ'S not conforming to the requested format or not in compliance with the specifications may be considered nonresponsive.

SOQs must include the following information in the sequence set forth below. Respondents will be ranked according to articles below, with points applied per article:

Pass/Fail Proposal Criteria – organized with the following information:

Cover Letter: A signed letter briefly stating the Respondent's understanding of the work to be done, the commitment to perform the work within the time period, and a statement as to why the firm believes it is qualified to perform Architecture services for the project. Behind the Cover Letter, please submit a completed RFQ Submittal Information Form (Exhibit A) and a completed RFQ Waiver and Release Form (Exhibit B).

Scored Proposal Criteria– organized with the following information:

SECTION 1 | Company Profile: Describe the firm's organization, history, resources, philosophy of service, and management techniques and methods. Describe how your particular expertise, experience, and techniques can be an advantage to TSD in completing the project. *20 Points*

SECTION 2 | Approach to Project and Team Organization: Describe your approach to providing the required services indicated in the "Project Information" section of this RFQ. Discuss how you provide leadership to facilitate teamwork and communication among all parties. Provide a professional resume for the Lead Principal and Project Manager who will be assigned to the District's project. Provide a brief description of each of your consultant firms' experience in K-12 school projects. Include an organizational chart of the proposed project team. Describe the proposed roles and responsibilities of key architectural and consultant personnel for the District's project. *15 Points*

SECTION 3 | Specific Information: Briefly respond to each of the following items:

a. Describe your experience in facilitating the preliminary planning process including leading community based meetings. Indicate the individuals on your team who lead this process including their roles, responsibilities and techniques. Give recent examples of working with an Idaho School District to develop a District-wide building program. *5 Points*

b. Provide a summary of your experience in working with an Idaho School District during the bond election process. *5 Points*

c. Describe your experience in working with the local building jurisdiction during the project entitlement process. Describe your experience in securing plan approval from the State of Idaho's Department of Building Safety. *5 Points*

SECTION 4 | Local Experience: Describe your experience and relationships in working with Teton County, Idaho and its municipalities in, among other things, aspects of land use planning, the project entitlement process and working in high altitude, severe winter or "snow country". Also, include your firm and individual involvement and past project experience with Teton School District No. 401. *25 Points*

SECTION 5 | Relevant Experience and Past Performance: Briefly describe three (3) completed projects that demonstrate relevant experience. Extensive descriptions of vaguely related projects are discouraged. Completed projects executed using the Construction Manager/General Contractor (CM/GC) or Construction Manager at Risk (CMAR) Delivery Method will be given special consideration. Please indicate if there were associated architecture firms and joint ventures and the roles of the individual firms, i.e. design architect, education specialist, architect of record, etc. Include project name, project description, construction cost, project budget, project delivery method, type of services provided, and other pertinent information, which show ability to complete projects of this scope. Renderings, photographs, preliminary drawings, work drawings and specifications may be submitted as examples of your work. For each project listed, include the name, address, and phone number of a person who may be contacted regarding your performance on the project. *25 Points*

5.2 Evaluation of Respondent

Proposals will be evaluated based on the Respondent's responses and qualifications by a selection committee that may include TSD employees and professional consultants. Before a firm is selected, TSD may conduct reference investigations or interviews with one or more Respondents as necessary to evaluate and determine the performance record and ability of the Respondents to perform thesize and type of work anticipated and to determine the quality of the service being offered. By submitting a SOQ, the Respondent authorizes TSD to conduct reference investigations and to interview such references.

5.3 Qualification Based Selection

Selection will be based on the procurement process set forth in Idaho Code § 67-2320 and the TSD Resolution dated October 10, 2016. . Final selection shall be made by the TSD Board of Trustees, based upon the recommendations of the selection committee. The TSD Board of Trustees has the right to waive or alter submission requirements or to reject any or all submissions, consistent with Idaho law. The information provided herein is intended to assist Respondents in meeting applicable requirements, but is not exhaustive, and TSD will not be responsible for any failure by any Respondent to meet all requirements established by law in order to perform the services contemplated herein.

5.4 Exhibits

A. RFQ Submittal Information Form
B. RFQ Waiver and Release Form

EXHIBIT A

Submittal Information Form

ARCHITECTURE SERVICES: Elementary Expansion

TO: Teton School District No. 401
Attn: Monte Woolstenhulme
445 North Main Street
PO Box 775
Driggs, Idaho 83422

FROM: Firm Name: _____

Mailing Address: _____

Physical Address: _____

Telephone: _____ Fax: _____

E-mail Address: _____

License Information: Idaho Architectural License# _____ **Expiring (Date):** _____

held by _____, name of licensed Architect for your firm.
(Please include a copy of each license behind this form.)

Insurance Information: Please attach a project specific letter from your Insurance Provider.

Other Information:

Has your firm been insolvent or filed for bankruptcy within the last five years? ☐ Yes ☐ No

Has your firm has ever been denied insurance coverage or had coverage cancelled within the last five years? ☐ Yes ☐ No

Has any current or former insurance provider paid a claim within the last five years? ☐ Yes ☐ No

If your response to any/all of these questions is "Yes", please attach a written statement describing, in detail, each situation.

Firm's officer responsible to TSD for Architecture services contemplated by this RFQ:

SIGNATURE: X_____

Print Name / Title: _____

Date: _____

EXHIBIT B
RFQ Waiver and Release Form

(REQUIRED FOR SUBMISSION)

Firm Name: _____

The undersigned has read this waiver and release and voluntarily accepts and agrees to the Teton School District No. 401 ("TSD") discretion and waiver of liability as set forth below, including, but not limited to, TSD's decision to proceed with a qualification-based selection process in response to the Request for Qualifications (RFQ) to select a firm to supply Architecture services to TSD for the project.

A. Discretion of TSD: The firm or individual submitting a response to this Architecture RFQ agrees that TSD has the right to, unless contrary to applicable state law:

1) Modify or suspend any and all aspects of the process seeking SOQs and making any decisions concerning this RFQ.
2) Obtain further information from any person, entity, or group regarding the Respondent, and to ascertain the depth of Respondent's capability and experience for supplying Architecture services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
3) Waive any formalities or defects as to form, procedure, or content with respect to TSD's RFQ to select a Architecture firm and any response by any Respondent thereto;
4) Accept or reject any sealed SOQs received in response to the RFQ, including any sealed SOQ submitted by the undersigned; or select any one SOQ over another in accordance with the selection criteria;
5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of SOQ.

B. Waiver of Liability :

1) The undersigned agrees that TSD shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of TSD as identified above.
2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

Firm's officer responsible to TSD for Architecture services contemplated by this RFQ:

SIGNATURE: X_____

Print Name / Title: _____

Date: _____