

REQUEST FOR PROPOSAL
ARCHITECTURAL SERVICES
RFP #09-001

Warren County Technical School District

Contract Term:

December 10, 2009 – December 9, 2010

Submission Deadline
December 4, 2009
2:00 PM

Address all Proposals to:

Edmund J. Zalewski, Business Administrator
Warren County Technical School District
1500 Route 57
Washington, New Jersey 07882

General Information

Purpose of Request:

The Board of Education of the Warren County Technical School District is requesting proposals from qualified individuals and architectural firms to provide School Board architectural professional services of a specialized nature to the district. Proposals will be evaluated in accordance with the criteria set forth in this RFP. The Board reserves the right to select one or more individuals and/or firms to provide the required services.

Contract Period:

December 10, 2009 – December 9, 2010

Contact Information:

Mr. Edmund J. Zalewski, Business Administrator/Board Secretary

Warren County Technical School District
1500 Route 57
Washington, New Jersey 07882

Tel: (908) 835-2815

Fax: (908) 689-9283

Method of Payment:

The Contractor shall be paid in accordance with the Contract document upon receipt of an itemized invoice and properly executed District voucher. Payment will be made after approval of the bill list by the Board of Education of the Warren County Technical School District at their next regularly scheduled Business Session.

The Contractor shall submit an itemized, detailed description of all work performed during the billing period. Failure to provide sufficient details may cause rejection of the invoice until such details are provided.

Contract:

It is agreed and understood that the acceptance of a payment by the Contractor shall be considered a release in full of all claims against the Warren County Technical Board of Education, arising out of, or by reason of, the work done and materials furnished to the point and time of the invoice ending date under this contract.

SPECIFICATIONS
ARCHITECT OF RECORD
WARREN COUNTY TECHNICAL SCHOOL DISTRICT
1500 Route 57
Washington, New Jersey 07882

A. **GENERAL:**

1. Contractor will annually survey all facilities and submit a written report for the purpose of updating the District's five (5) year Long Range Facilities Plan. The present plan can be reviewed in the office of the Business Administrator, located in the Warren County Technical School, 1500 Route 57, Washington NJ 07882.
2. Contractor shall meet with the Administration and Buildings & Grounds Committee for the purpose of direction on an as needed basis with a minimum of three (3) meetings a year, 1st in January (Budget Review & Summer Projects), 2nd in June (Summer Preparation), and the 3rd in August (School Start-up).
3. Contractor agrees to be available at all times for emergencies and assistance in resolving problems.
4. Contractor shall have a minimum retainer and for that provide a qualified contractor bidders list for repairs and maintenance when requested. It is understood and agreed that the Architect of Record shall review and/or prepare the Board of Education bids and or quotes as requested by the Business Administrator and make suggestions and assist in the recommendation.
5. Contractor shall provide assistance in the hiring of professional services; i.e. engineers and supervision of normal repairs and maintenance.
6. Contractor shall provide a list of school districts that they have constructed, including the name of the school, contact person, cost of contract and total cost of change orders.
7. Contractor shall provide a list of school districts that they have assisted in facility upgrades to conform to the New Jersey State Monitoring standards, including the name of the school, contact person, cost of contract, and total cost of change orders.
8. Contractor shall assist the Board and Administration in pre-referendum tasks.
9. Contractor shall provide an annual retainer amount as well as a rate schedule for the Principal, Licensed Engineers, Engineer (EIT), Architect, Field Inspection, Design Draftsman, Technicians and any other fees and/or associated costs.

B. TECHNICAL PROPOSAL – Standard Requirements:

1. The name of the proposer, the principal place of business and, if different, the place where the services will be provided.
2. The age of the proposer's firm and the average number of employees on staff over the past three years.
3. The education, qualifications, experience, and training of all persons who would be assigned to provide services along with their names and titles.
4. A listing of:
 - a. All other school districts and/or other levels of government where services of the types being proposed were provided in the past ten years. Include contact information, as the Board may obtain references from any of the parties listed.
 - b. Current New Jersey public school clients and the length of service to each. Please identify the grade level and/or regional districts.
 - c. New Jersey public school district clients that have terminated your services in the past three years.
 - d. All other architectural expertise with an emphasis on those services of interest to a Board of Education.
5. A detailed plan for providing the proposed services.
6. Proof of professional liability insurance.
7. Proof of all required professional licenses or certifications from the State of New Jersey for all professionals assigned to the Board.
8. Proof of Worker's Compensation and Employer's Liability Insurance in accordance with New Jersey law.
9. Statement that neither the firm nor any individual assigned are suspended or otherwise prohibited from professional practice by any federal, state, or local agency.
10. Affirmative Action Statement. (Exhibit A)
11. Non-Collusion Affidavit. (Exhibit B)
12. Political Contribution Disclosure Form. (Exhibit C)
13. Copy of firm's valid New Jersey Business Registration Certificate.
14. A statement of the proposer's availability for meeting, conferences, training, and emergency response at the District's facilities.
15. A narrative statement of how the firm will work with the District to minimize time billed but at the same time provides the District with proper architectural advice. Please include how the firm will insure that the District will not spend more than the budget has allotted.

C. TECHNICAL PROPOSAL – Specialized Requirements:

1. Proposer must demonstrate a proven record of architectural services.
2. Proposer must have a minimum of five (5) years experience in working with the public sector, primarily New Jersey School Districts.
3. Proposer must demonstrate a proven record of obtaining grant funding for projects.

D. COST PROPOSAL:

All proposers shall submit at least two (2) cost proposals that shall include:

1. Proposed retainer and the services that would be included in that retainer; hourly billing rate; and any proposed incidental charges.
2. Hourly billing rate and the willingness to work with the Board to determine an equitable budget for architectural services.
3. The proposer shall include in each cost proposal a flat fee for the attendance at Board of Education meetings inclusive of travel time.

E. PRESENTATION BY PROPOSER:

The proposer may be required to give an oral presentation to clarify a proposal. However, the Board may award a contract based on the initial proposals received without discussion with any proposer. If an oral presentation is requested, it will be scheduled after the submission of all proposals. Proposers will not be compensated for time associated with the requested oral presentation.

F. PROPOSAL EVALUATION:

Only proposals that satisfy the objectives and requirements detailed in the RFP will be considered. The features of this proposal along with its economic benefits will form the basis for the evaluation process. The Board will select the proposal that is most advantageous to the District based on cost and other considerations.

The Board reserves the right to:

1. Reject any and all proposals;
2. Select only portions of a particular proposer's proposal for further consideration;
3. Negotiate an acceptable fee with the most qualified proposer;
4. Award a contract for the requested services any time within 90 days of the selection of the most advantageous proposal.

The Board shall not be obligated to explain the results of the evaluation process to any proposer.

The Board may require the proposer's to demonstrate any service described in their proposal prior to award.

G. PROPOSAL LIMITATIONS:

This RFP is not intended to be an offer, order or contract and should not be regarded as such, nor shall any obligation or liability be imposed on the Board by issuance of this RFP. The Board reserves the right, at the Board's sole discretion, to reject any proposal submitted.

H. USE OF INFORMATION:

Any specifications, drawings, sketches, models, samples, data, computer programs, documents, technical and/or business information and the like ("Information") furnished or disclosed by the Board to the proposer in connection with this RFP shall remain strictly the property of the Board. All copies of such information shall be returned to the Board upon request. Unless such information was previously known to the proposer, free of any obligation to keep it confidential, or has been or is subsequently made public by the Board, shall be held in strict confidence by the proposer, shall be used only for the purpose of this RFP, and may not be used for other purposes except upon terms and conditions as may be mutually agreed upon in writing.

I. TERMS AND CONDITIONS:

1. Proposer shall submit ten (10) signed copies of the completed proposal, signed by the person authorized to do so. The Board may reject incomplete proposals.
2. The Board of Education and the School District are exempt from any state sales tax and federal excise tax. In submitting a proposal, the proposer certifies that the proposal does not include any state or federal tax.
3. The contract shall be in effect for no more that one (1) year from the date of award. Contract renewals may be awarded, at the discretion of the Board, in one-year terms.
4. Proposals may be hand delivered or mailed; however, the Board assumes no responsibility for proposals received after the designated closing date and time and will return all late proposals unopened.
5. All services proposed shall be performed within the United States of America.
6. All proposals submitted must include in the price any applicable permits or fees required by any government entity that has jurisdiction to require the same.
7. By submission of the proposal, the proposer certifies that the service or services to be furnished will not infringe on any valid patent, trademark, or copyright and the successful proposer shall, at their own expense, defend any an all actions or suits charging such infringement, and will save the Board harmless in any and all case of such infringement.
8. The proposer, contractor, and/or subcontractor, where applicable, shall be responsible for, shall keep, save, and hold the Board harmless from, shall indemnify and shall defend the Board against any claim, loss, liability, expense, or damage resulting from

all mental and/or physical injuries or disabilities, including death, to employees or recipients of the proposer's services or to any other persons, or from any damage to any property sustained in connection with this contract which results from any acts or omissions, including negligence or malpractice, of any of its officers, directors, employees, agents, servants or independent contractors, or from the proposer's failure to provide for the safety and protection of its employees, or from the proposer's performance or failure to perform pursuant to the terms and conditions of this Contract. The proposer's liability under this agreement shall continue after the termination of the agreement with respect to any liability, loss, expense or damage resulting from acts occurring prior to termination.

9. In the case of failure by the successful proposer, the Board reserves the right to procure the articles and/or services from other sources, deduct the cost of the replacement from money due to the proposer under the contract, and hold the proposer responsible for any excess cost occasioned thereby.
10. No proposal shall influence, or attempt to influence or cause to be influenced, any Board member, District officer or employee to use his or her official capacity in any manner which might tend to impair the objectivity or independence of judgment of said Board member, officer or employee.
11. No proposal shall cause or influence, or attempt to cause or influence, any Board member, District officer or employee to use his or her official capacity to secure unwarranted privileges or advantages for the proposer or any other person.
12. Should any difference arise between the contracting parties as to the meaning or intent of these instructions or specification, the Board Attorney's decision shall be final and conclusive.
13. The Board shall not be responsible for any costs incurred by the proposer in making its proposal.
14. Any prospective proposer who wishes to challenge a proposal specification shall file such challenge, in writing, to the Business Administrator no fewer than five (5) business days prior to the opening of the proposals. Challenges filed after that time shall be considered void and have no basis on the contracting unit or the award of the contract.

END OF INSTRUCTIONS