

***CITY OF DAVENPORT, IOWA***

**REQUEST FOR PROPOSALS**

**No. 09-86**

**ARCHITECTURAL SERVICES  
WINDOW REPLACEMENT AT HERITAGE HIGHRISE**

**Due Date: FEBRUARY 20, 2009 at 2:00 P.M.**

**NOTE: Your computer must be equipped with Adobe Acrobat Reader 5.0 in order to download and print this request for proposals.**

**If you have downloaded this document, please check our website prior to submitting your proposal to check for addendums. If you would like to contact us, our phone number is 563/888-2156.**

dgy@ci.davenport.ia.us

**City of Davenport Purchasing Division  
Request for Proposals No. 09-86  
ARCHITECTURAL SERVICES FOR  
WINDOW REPLACEMENT-HERITAGE HIGHRISE  
226 West Fourth Street  
Davenport IA 52801**

Please attach this label to the outside of the return envelope containing your sealed proposal.

*Faxed proposals will not be accepted.*

**Please submit one (1) original and Three (3) copies of proposal documents.**

\* \* \* \* \*



**City of Davenport  
Public Works Department  
Facilities Maintenance Division**

**Request for Proposals  
Architectural Services**

**Heritage Highrise Window Replacement Project**

**METHOD**

This solicitation is a Request for Proposals (RFP). Proposals will be reviewed by a Selection Committee that will evaluate each proposal according to the selection criteria outlined in the RFP. Interviews may be requested with one or more firms responding to the RFP.

Award of this contract, if any, will be to the firm deemed best qualified, in accordance with the selection criteria, to perform the services outlined in this RFP and other related services as deemed necessary by the City. Pricing, while an important factor, will be only one criterion used to evaluate the responses to the RFP.

Proposals will be opened at the date and time specified and each firm responding will be recorded as a respondent. Proposal content, including pricing, will be kept confidential until award of the contract.

The City may reject any proposal not in compliance with all prescribed public bidding procedures and may reject any or all proposals. The City reserves the right to waive any requirement or condition of the RFP upon finding that it is in the public's best interest to do so.

**Summary of Work**

The City of Davenport is currently accepting proposals from qualified vendors to provide architectural services for the replacement of windows throughout the Heritage Highrise facility located in downtown Davenport. Pricing submitted in proposals shall include all services and incidentals necessary to perform the work as specified herein. Failure to submit all required documents may disqualify the proposal as being non-responsive.

If at any time during the contract period the City determines that service is unsatisfactory, the City reserves the right to cancel the contract. Vendor will be notified of such action in writing and the cancellation will be effective immediately. If cancellation of service is made, the City may offer another vendor the opportunity to provide the described services at the original proposed pricing.

### **Mandatory Pre-Proposal Conference**

All firms desiring to submit a proposal for this project must attend the pre-proposal conference scheduled for this project. The pre-proposal conference will be held at the Heritage Highrise, located at 501 W 3<sup>rd</sup> Street, Davenport, IA on **February 12, 2009 at 2:00 p.m.**

Questions and concerns about the project will be addressed at the pre-proposal conference. The Owner will not respond to questions orally regarding the project outside of the pre-proposal conference. A tour of the facility and a sample apartment will immediately follow the pre-proposal conference. This will be the only opportunity for vendors to view an apartment unit as this is a secure facility. All requests for clarifications or interpretations outside of the pre-proposal conference shall be made in writing and will be answered by Addendum when appropriate. **Failure to attend pre-proposal conference will subject proposal to disqualification.**

### **Proposal Information**

Sealed proposals - one (1) original and three (3) copies - will be accepted by the City of Davenport, Purchasing Division, City Hall, 226 West 4th Street, Davenport, Iowa, 52801, until **February 20, 2009 at 2:00 p.m.**

Proposals shall be submitted in a sealed envelope or package and shall be clearly marked "**Architectural Services, Heritage Highrise Window Replacement**" on the outside of the envelope. Proposals received after the stated date and time will be considered unresponsive and will be returned to the vendor unopened. Faxed or emailed proposals are not acceptable.

### **Inquiries**

All inquiries outside of the pre-proposal conference shall be submitted in writing to: Purchasing, Re: HH Window Replacement Architectural Services, fax (563) 888-2079 or email [dgv@ci.davenport.ia.us](mailto:dgv@ci.davenport.ia.us). All inquiries shall be submitted by 2:00 p.m. on February 13, 2009. Responses to inquiries received (if any) shall be sent to all pre-proposal attendees on or before February 17, 2009.

### **Proposal Requirements**

The following items must be submitted in the proposal in the order shown below:

1. Pricing Proposal on furnished form. The pricing proposal must include a lump sum to complete all design work to replace the windows and an hourly rate that would be charged for additional work deemed necessary but not covered by these specifications.
2. Proposal Checklist on furnished form.
3. Copy of City business license. Firms are required to have a City of Davenport business license if operating from a storefront and selling any items by retail. If your firm is not required to have a business license, include a statement to this effect on company letterhead and mark the checklist "N/A" for this item.
4. Copy of State of Iowa Professional Licensing authorizing firm to provide Architectural Services within the state of Iowa.
5. List of three (3) reference projects where similar work has been performed in the past three years. List shall include contact name and phone number for each reference.
6. Personnel list, including names and qualifications of personnel who would be assigned to this project. List shall include years of experience and related educations, certifications and licensing for each.

7. Listing of any sub-consultants to be used on the project. Listing shall include contact name and phone number and applicable licensing. Firms are encouraged to solicit quotes from qualified Disadvantaged Business Enterprises (DBE) if possible. For a list of DBE contractors, visit the State of Iowa's website at [www.ia.bidx.com/lettings](http://www.ia.bidx.com/lettings), or contact the Purchasing office at 888-2156.

*Failure to provide the above information may disqualify the proposal as non-responsive.*

**Project Location:**

Heritage Highrise, 501 W 3<sup>rd</sup> Street, Davenport, IA

**Subcontractors**

The awarded contractor shall be responsible and held accountable for all work performed by subcontractors.

**Insurance**

The selected firm will be expected to acquire, maintain and provide proof of acceptable amounts of insurance during the life of this contract covering workers compensation, employer's liability, comprehensive general liability and professional liability covering acts, errors, and omissions in the performance of this contract.

**Specifications**

These are minimum specifications. The City reserves the right to waive technicalities and accept the proposal best suited to its needs.

**Pricing**

Pricing is to be submitted on the form furnished. The City of Davenport is exempt from sales taxes.

**Basis of Award**

Proposals will be reviewed and evaluated based on the following criteria:

- |                                                                           |     |
|---------------------------------------------------------------------------|-----|
| 1. Pricing proposed for architectural services for the projects specified | 30% |
| 2. Similar projects designed/references                                   | 20% |
| 3. Experience and qualifications of assigned personnel                    | 15% |
| 4. History of ability/workmanship                                         | 20% |
| 5. Responsiveness, responsibility and location of vendor                  | 15% |

## **Other Provisions**

### *Signature by Responsible Party*

All proposals must be signed with the firm name and by a responsible officer or employee authorized to transact business on behalf of the firm, partnership, or corporation. No vendor may assign or transfer any legal or equitable interest in his proposal after the date and hour set for the receipt of the proposals.

### *City's Rights Reserved*

The City reserves the right to accept any or all proposals in whole or in part, to waive any irregularities in any proposal, to accept the proposal which in the judgment of the City is most advantageous to the City and to re-advertise if desired.

### *Conflict of Interest*

The vendor agrees that it presently has no interest, and shall acquire no interest, direct or indirect that would conflict in any manner or degree with the performance of its service hereunder. The vendor further agrees that in the performance of the agreement, no person having any such interest shall be employed.

### *Interest of Public Officials*

No member, officer or employee of the City during this tenure or for one year thereafter, shall have interest, direct or indirect, in this proposal or the proceeds thereof.

### *Ownership*

All documents and materials prepared pursuant to this proposal are the property of the City of Davenport. The City shall have the unrestricted authority to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under this process.

### *Verbal Agreement*

No verbal agreement or conversation with any elected or appointed official, agent or employee of the City, either before, during or after the submission of the proposal shall affect or modify any of the terms or obligations herein contained, nor shall such verbal agreement or conversation entitle the firm to any additional compensation or consideration whatsoever under the terms of this Request for Proposals.

### *Anti-Discrimination*

The vendor shall not discriminate against any person or applicant for employment because of race, color, creed, religion, sex, national origin or ancestry, age marital status, physical or mental disability, or political beliefs or affiliations.

### *Proposals Not Confidential*

Under Iowa Open Records Law, Chapter 22 of Iowa Code; *Disclosure of Proposal Content*, "Examination of Public Records," all records of a governmental body are presumed to be public records, open to inspection by members of the public. Section 22.7 of the Iowa Code sets forth a number of exceptions to that general rule, establishing several categories of "confidential records". Under this provision, confidential records are to be kept confidential, "unless otherwise ordered by a court, by the lawful custodian of the records, or by another person duly authorized to release such information". Among the public records which are considered confidential under this Iowa Code provision are the following:

- Trade secrets which are recognized and protected as such by law.
- Reports to governmental agencies which, if released, would give advantage to competitors and serve no public purpose.

Under Chapter 22 of the Iowa Code, the City, as custodian of the proposal submitted in response to a Request for Proposals or Qualifications, may, but is not required to, keep portions of such proposals confidential under either of the above exceptions (#3 and #6 in the Code). If a responding individual or firm determines that a portion or portions of its proposal constitute a trade secret, or should otherwise be kept confidential to avoid giving advantage to competitors, a confidentiality request may be submitted with the proposal identifying which portion or portions of the proposal or bid should be kept confidential and why. The burden will be on each individual proposer to make such confidentiality request and to justify application of a confidentiality exception to its proposal. The City will not under any circumstance consider the entire proposal to be a confidential record.

If a request is thereafter made by a member of the public to examine a proposal including the portion or portions thereof for which a confidentiality request has been made, the City will so notify the proposer and will keep confidential that portion of the proposal covered by the confidentiality request, pending action by the proposer requesting confidentiality to defend its request. In that notification, the proposer requesting confidentiality will be given not more than 5 calendar days within which to file suit in Scott County District Court seeking the entry of a declaratory order and/or injunction to protect and keep confidential such portion of its proposal. Absent such action by a proposer requesting confidentiality, and absent the entry of a court order declaring such portion or portions of the proposal confidential, the entire proposal will be released for public examination.

If the process for selecting the best proposal, or most qualified firm, includes two or more evaluation stages, in which proposals are evaluated at each stage and the field of competing proposals is reduced, all proposals submitted shall be kept confidential, pursuant to Section 22.7 of the Iowa Code, subsection 6 cited above, until completion of the final stage of the evaluation process in order to avoid giving advantage to competing proposers. Upon completion of the final stage in the evaluation process, all competing proposals shall be subject to disclosure, if not otherwise determined confidential as above provided.

## **Technical Specifications/Scope of Work**

### **A. Measurements and Pricing**

Selected vendor shall provide architectural services as specified for the project identified. Vendor is responsible for reviewing all site conditions and taking field measurements to prepare a good and accurate pricing proposal, design, and recommendations for this contract. Repeated failure to meet requirements of the specifications shall be considered as cause for termination of the contract by the City.

### **B. Project Site/Description**

Heritage Highrise, 501 W 3<sup>rd</sup> Street, Davenport, IA. The facility is a 120 unit apartment building for elderly and handicapped individuals and accommodates office space for the Office of Assisted Housing. The facility was constructed in 1978 and has sliding windows throughout. This project is to provide design and project management to replace existing windows with windows that are Energy Star certified for this region. The facility will be occupied during the project.

### **C. Scope of Work**

1. Vendor shall schedule to meet with Owner to go over the specifics of the projects within three working days of contract award.
2. Vendor shall review site conditions with Owner prior to developing drawings and specifications for the projects.
3. Vendor shall be required to prepare all bid documents including comprehensive drawings and specifications to complete the work requested for the project.
4. Vendor shall be responsible for the accuracy of drawings and specifications developed to complete the work requested for the window replacement project. Requests for change orders for additional services related to work identifiable prior to drawing and specification development will not be approved.
5. Requests for additional monies to complete unpredicted work that may be uncovered during the performance of construction contracts will be completed by approved Change Order only.
6. Vendor shall submit drawings and specifications to Owner for review and correction as necessary prior to acceptance.
7. Vendor shall be required to attend all project-related meetings, including pre-bid meetings held for the solicitation of work to be performed, pre-construction meetings, and city council meetings.
8. Vendor shall answer all bid-related questions and shall generate addendum(s) for the bid.
9. Vendor shall prepare construction contract with awarded firm.
10. Vendor shall act as a liaison between construction firms contracted and be required to provide contract administration for the projects.
11. Vendor shall coordinate project schedule with designated City staff and awarded vendor(s) for construction contract(s).
12. Vendor shall be required to review shop drawings submitted by awarded contractor(s).
13. Vendor shall make a minimum of five (5) site visits during the project and one (1) final inspection at project completion.

14. Vendor shall approve contractor applications for payment and submit to Owner for processing.
15. Products and services provided shall be provided in accordance with, but not limited to: ADA, ANSI, EPA, HUD, NEC, NFPA, OSHA, Manufacturer's written instruction for installation, approved shop drawings and all local building codes.
16. Vendor shall be responsible for keeping an accurate schedule of work for the project, including: two (2) sets of drawings and specifications, copies of requests for information, change orders, punch list, construction data and other pertinent details. Construction data to be inclusive of contractor(s) warrantee, installation address, manufacturer(s) name and telephone number, manufacturer(s) warrantee and all construction related information. A copy of this information shall be included in a final project file provided to the Owner upon completion of the work. The project file shall be submitted in a three ring binder and be neatly typed. All information must be free of stains and be easily read. Final payment will not be made until this information is provided as requested.
17. The vendor shall ensure proper permits are acquired and required inspections are made.
18. Vendor shall ensure construction contracts are completed within City guidelines and specifications.
19. Vendor shall ensure products or services provided by contractors are free of asbestos containing materials.
20. Vendor shall ensure products or services provided by contractors contain low VOC or VOC alternatives are considered.
21. All work will be completed in accordance with these specifications.

***These are minimum specifications. The City reserves the right to waive technicalities and accept the proposal and firm that best suits its needs.***

## Proposal Checklist

### Architectural Services for Window Replacement, Heritage Highrise

**Must be completed and submitted with proposal.** Failure to complete and submit may disqualify the proposal as non-responsive.

The proposal submitted on behalf of \_\_\_\_\_ (Vendor Name) for architectural services as specified is being submitted in completion as per the Proposal Requirements and as indicated below.

1. Pricing Proposal has been completed in full and is included \_\_\_\_\_
2. Proposal Checklist has been completed in full and is included \_\_\_\_\_
3. Copy of City business license is being submitted as applicable (or N/A) \_\_\_\_\_
4. Copy of State of Iowa Professional Licensing authorizing firm to provide Architectural services, as specified \_\_\_\_\_
5. Listing of three (3) references is being submitted as specified \_\_\_\_\_
6. Personnel listing is being submitted as specified \_\_\_\_\_
7. Listing of any sub-consultants is being submitted as specified \_\_\_\_\_

Signature of authorized person verifying proper submission of proposal documents:

|                 |                    |
|-----------------|--------------------|
| Vendor _____    | Date _____         |
| Signature _____ | Printed Name _____ |
| Title _____     | Phone # _____      |

## **GENERAL INSTRUCTIONS FOR RESPONDING TO REQUEST FOR PROPOSALS (RFP)**

Following are general requirements for all vendors submitting proposals to the City of Davenport. If the instructions below conflict with the specific instructions given for an individual RFP, individual RFP instructions take precedence. Failure to fully follow these instructions may result in rejection of the proposal. The City may reject any proposal not in compliance with all prescribed public bidding procedures and requirements and may reject any or all proposals. The City reserves the right to waive any requirement or condition of the RFP upon finding that it is in the public's best interest to do so.

1. Proposals should be submitted in a sealed envelope, properly addressed, including the proposal name and RFP number. The proposal should contain a cover letter which includes the respondent's name, address, telephone number(s), and is signed by an authorized representative of the firm. Proposals are to be typewritten or prepared in ink.
2. When purchasing products, unless otherwise specified, only new items of the current model may be proposed, and full warranty is to be provided for a minimum of 90 days from City acceptance date, with all repairs/replacements at no cost to the City during the warranty period.
3. Proposed prices are to include all delivery costs, unless specifically noted on the proposal submission. Vendor is responsible for delivery to location specified, within time period committed. Any changes must be pre-approved in writing by the City Purchasing Division, or the purchase award is subject to cancellation.
4. Proposals received by the stated opening date and time will be opened and each firm responding will be recorded publicly in the Purchasing Division. Proposal content, including pricing, will be kept confidential until the contract is awarded by Davenport City Council. Proposals received after the deadline will not be considered.
5. Proposals will be reviewed by a selection committee that will evaluate each proposal according to the selection criteria outlined in the RFP. Interviews may be requested with one or more firms responding to the RFP. Award of this contract, if any, will be to the firm deemed most qualified, in accordance with the selection criteria, to perform the services outlined in this RFP and other services as deemed necessary by the City. Pricing, while an important factor, will be only one criteria used to evaluate the responses to the RFP.
6. The City reserves the right, in its sole discretion, to split contract awards between vendors, change quantities ordered, waive irregularities or nonconformance, reject any or all proposals in whole or in part, or cancel the RFP in entirety, if deemed in the City's best interest.
7. The City makes no representation that an award be made to any vendor responding to this request. Vendors are responsible for all costs incurred to participate in the City's RFP process. The City reserves the right to request clarifications, samples and/or product testing.
8. Vendors submitting proposals must abide by city, state, and federal Affirmative Action and Equal Opportunity Employment regulations, as well as regulations regarding patents, licenses, bonds and permits for the products or services.
9. The City of Davenport is exempt from paying various sales and excise taxes as a municipal government. Proof of exemption will be furnished upon request.
10. Proposals may be modified or withdrawn prior to the bid opening, following the same submission requirements of #1 above. All proposed prices and terms are to be honored by the vendor responding to a request for 60 days after the proposals are opened on the due date unless the vendor provides prompt notification and documentation of an honest error or omission.
11. Contract awards may not be assigned to another vendor without written authorization from the Purchasing Division. Vendors are responsible for all acts and performance of any subcontractors and secondary suppliers, including full responsibility for their direct payment. Failure to meet terms and conditions of an awarded contract authorizes the City Purchasing Division to purchase the items or services elsewhere and charge the full increase of cost to the defaulting vendor.