

- City of Atkins Iowa -

City Hall

480 Third Avenue
PO Box 171
Atkins, Iowa 52206
319-446-7870
cityclerk@cityofatkins.org

REQUEST FOR QUALIFICATIONS

Project ATK2021-04-1

Architectural Services for the City of Atkins, Iowa

The City of Atkins, Iowa, is seeking a written Statement of Qualifications (SOQ) from certified architects in the State of Iowa to be submitted to:

Atkins City Hall
480 3rd Ave.
PO Box 171
Atkins, IA 52206

Qualifications must be received no later than 4:00 p.m. Central Time, Wednesday, May 12, 2021, in regard to the following project, with submittal of an electronic copy in PDF format provided on CD, flash drive, or through email to cityclerk@cityofatkins.org. Five (5) hard copies are requested but not required. Failure to comply with the criteria set forth will likely result in the rejection of the submittal.

SOQs shall be a maximum of 10 pages double-sided (equivalent to 20 single-sided pages) excluding the title page. The order of information requested in the Statement of Qualifications section below shall be followed in the response. The City reserves the right to request additional information/clarification from firms who submit responses.

All costs associated with the development of the submittal of the SOQ and interview presentation will be the responsibility of the firm responding.

PROJECT BACKGROUND

The City of Atkins fire station was irreparably damaged in the August 10, 2020 derecho. A new fire station needs to be constructed either at the previous location or in a new location.

Community input will be sought for the fire station project. The previous fire station was insured, and building features of the new fire station that exceed the designs of the original station may be eligible for funding through FEMA's Public Assistance (PA) and/or Hazard Mitigation Grant Program (HMGP) programs. HMGP is potentially a funding source for a tornado safe area of the structure.

PROJECT DESCRIPTION

The architect will assist with developing the project scope to meet the current and future needs of the fire department and the requirements of the building insurer and FEMA for reimbursement through insurance and FEMA's PA and/or HMGP program. Local and State building codes and FEMA's Consensus Based Codes standards shall be met. The project will require preliminary and final designs of the building to be constructed and construction management.

PROJECT SCOPE

The architect will work under the guidance of an advisory panel. As part of the application for an HMGP grant that is due June 30, preliminary design drawings are required. Site location and parameters are subject to change following that date, so a design of a general nature that meets the needs of the Fire Department are required for submittal of the grant application. Additional information may be required for the application development, but the City has contracted with the East Central Iowa Council of Governments (ECICOG) for grant administration.

Public engagement activities will begin concurrently with or immediately after the preliminary design. The architect and/or ECICOG will coordinate these efforts. The architect and advisory panel will consider public comment in finalizing the project scope. The project scope will be reviewed by the insurer and FEMA for reimbursement/funding eligibility and conformance with building codes, which may be in addition to required local and State codes.

After the scope of work is completed, an environmental review may be required. ECICOG will collect environmental information for FEMA, which will include preliminary site plans. The architect will prepare the building specification and administer the contractor bidding and construction oversight.

ANTICIPATED PROJECT SCHEDULE

These dates are approximate and subject to change depending on project requirements and architect input.

<u>Date</u>	<u>Milestone</u>
April 28, 2021	RFQ publicized/solicitations
May 12, 2021	SOQ due
May 14, 2021	Requests for interviews
May 17–21, 2021	Architect interviews
May 24, 2021	Contractor selection and cost negotiations
June 7, 2021	Council approval and contract execution
June, 25 2021	Preliminary design provided to the City
September 1, 2021	Project scope completed
November 1, 2021	Environmental review documentation, if required, submitted
January 1, 2022	Bid advertisement
February 1, 2022	Bid opening
February 15, 2022	Contractor award
November 15, 2022	Building completion

SELECTION PROCESS

Review criteria for the SOW are below. The advisory panel will invite one or more responding firms for an interview prior to the final selection. The firm(s) invited for an interview will have submitted the highest scoring SOQ(s). The final recommendation for the project architect of record to the City Council will be based on the interviews and qualifications. Contract negotiations will begin with the recommended firm. If a cost for services cannot be agreed on, the City will end negotiations and begin negotiations with the next highest scoring firm between the interview and qualifications.

The selected firm will be contracted with the standard AIA contract documents. As Federal funding may be involved, provisions in addition to the AIA shall be required, see Attachment A. The contract is subject to review by the City's attorney. Firms not selected for the project will be notified.

STATEMENT OF QUALIFICATIONS

Firms interested in providing services for this project shall include at a minimum the following information in their SOQ:

1. Name and contact information of the firm submitting the SOQ, and the name and contact information of the primary contact person(s).
2. Firm experience with FEMA PA or HMGP projects or similar federal assistance programs and their requirements and obligations.
3. Firm experience providing the type of services sought in this RFQ, e.g. fire station design, public construction projects, Federally-supported projects, etc.
4. List and/or organizational chart identifying key personnel expected to manage the project. Include resumes of key personnel outlining related experience.
5. Identify anticipated engineering requirements. State whether they can be completed by the firm or would need to be subcontracted out. An engineer should join the project as a subcontractor rather than a co-respondent to this RFQ.
6. Identify subcontractors if applicable, including for engineering services.
7. Ability to complete the project in a timely and effective manner.
8. Copies of professional licensure.

EVALUATION

SOQs will be evaluated by the advisory panel and awarded points based on the criteria listed below. The panel will recommend the highest qualified firm(s) based on the evaluation for interview(s).

	Factor	Weight
1	Qualifications and experience of firm A. Past similar project experience B. Experience with FEMA or similar Federal funding C. Experience with public input	40
2	Experience of key personnel	30
3	Ability to complete work within budget and schedules	30
Total		100

QUESTIONS

Questions concerning this request may be directed to Tom Gruis, Planner with ECICOG at 319-289-0064 or tom.gruis@ecicog.org. Responses for questions received by May 7, 2021 will be shared online at <http://www.cityofatkins.org/project-2021-04-01-fs-rfq/>.

ATTACHMENT A—FEDERAL PROVISIONS

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all

suspected or reported violations to the Federal awarding agency. ***The Davis-Bacon Act does not apply to pass-through entity (subapplicants) contracted work. However, if paying prevailing wages is included in the entity's Procurement Policy or required by other funding sources such as CDBG, Davis-Bacon may be required.***

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Compliance with the Contract Work Hours and Safety Standards Act.

(1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

(2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

(3) Withholding for unpaid wages and liquidated damages. The **(write in the name of the Federal agency or the loan or grant recipient)** shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the

Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

(4) Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See §200.322 Procurement of recovered materials.

1. In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act."

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75888, Dec. 19, 2014

ADDITIONAL PROVISIONS

Federal Water Pollution Control Act

1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The contractor agrees to report each violation to the (**name of the applicant entering into the contract**) and understands and agrees that the (**name of the applicant entering into the contract**) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

Access to Records. The following access to records requirements apply to this contract:

1. The Contractor agrees to provide Iowa Homeland Security and Emergency Management Department, State of Iowa, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.
2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.
4. In compliance with the Disaster Recovery Act of 2018, the City of Atkins and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

Compliance with Federal Law, Regulations, and Executive Orders. This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

No Obligation by Federal Government. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

Program Fraud and False or Fraudulent Statements or Related Acts. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.