

REQUEST FOR PROPOSAL

Archer Storage Building and Horse Barns Design Services Cheyenne, WY

Submittals Due 2:00 PM April 4, 2024

REQUEST FOR PROPOSAL Archer Storage Building and Horse Barns Design Services

I. ADVERTISEMENT

Laramie County Events Department (Owner) seeks Architect and Engineering services for completion of 100% Construction Documents and Construction Administration services for the new Events Storage Building and Horse Barns (1. A New Horse Barn and 2. Move an existing Horse Barn.)

The Laramie County Events Department is accepting proposals for a qualified firm to provide design and construction administration services for a new Storage Building and two Horse Barns located on the Laramie County Fairgrounds at the Archer Complex, Cheyenne, WY. Services shall include all programming and completion of 100% Construction Documents for architectural, structural, mechanical, plumbing, electrical and civil design elements.

Request for Proposal documents are available for download through the Laramie County Events website at: http://www.laramiecountyevents.com/rfp. There will be no pre-bid meeting.

The County will select the firm based on the response to this RFP. Firms shall submit statements of qualifications, schedule, and cost proposal. The Owner shall make a selection based on the proposals received and the ability of the design firm to meet the needs, budget, and schedule of the Owner.

The Owner's objective is to have complete drawings and specifications by June 1, 2024.

For additional information please visit Laramie County's website at: http://www.laramiecountyevents.com click on the "RFP" tab, "Archer Storage Building and Horse Barns Design Services".

Proposals shall be received by email to dan.ange@laramiecountywy.gov by 2:00 P.M. Mountain Time, Thursday, April 4, 2024.

II. PROJECT OVERVIEW

The voters of Laramie County approved funding through the Special Purpose Tax initiative in November 2021 to build a new storage building and relocate/expand the horse stalls at the Archer Events Complex.

The Laramie County Events Department operates several recreational event facilities, including the Event Center at Archer, Exhibit Hall, and Rodeo Arenas. The department is also responsible for the coordination and execution of multiple county events, such as the Laramie County Fair, and Laramie County Sportsman's Expo.

The purpose of this project will be to expand horse stalling facilities, relocate them to a more sensible location on the grounds, and to add an indoor storage facility for equipment, supplies, and machinery.

The design firm will work with the Owners to design the new facilities and to meet the current and projected needs of the Laramie County Events Department.

III. GENERAL SCOPE OF SERVICES

The requirements of the building are subject to change based on the programming efforts of the design team in coordination with the Owner. The construction budget is approximately \$1.8M. Current scope of design should include:

- 1. Design for underground utilities and site prep for a "New", 60 ft. by 150 ft. covered and open sided horse barn as well as disassembly and relocation of an existing 60 ft. by 150 ft. covered and open sided horse barn.
- 2. Design for the "New", 60 ft. by 150 ft. covered and open sided horse barn.
- 3. Design for underground utilities and site prep for a "New", 60 ft by 150 ft. insulated storage building.
- 4. Design for construction of a "New" 60 ft by 150 ft. insulated storage building with internal and external lighting and minimal electrical outlets.
- 5. Building security system with after-hours monitoring, recording cameras and after hour stall access.
- 6. Mechanical, electrical and communications as needed.

This is not meant to be a complete list of all elements required within the scope of design services. The design firm shall work with the Owner to ensure that all requirements are met to provide adequate and functional buildings that will meet the needs of the Owner and end users now and into the future.

IV. INSTRUCTIONS TO RESPONDENTS

<u>SUBMISSION</u>: To be considered, proposals must arrive via **email** at the address below by **2:00 P.M. Mountain Time**, **April 4**, **2024**. Submitters shall submit one PDF file copy of their completed statement of qualifications, fee schedule, affidavit of residency to the Owner's Representative at the following address:

dan.ange@laramiecountywy.gov

Please include the following reference in the subject line of the email:

Archer Storage Building and Horse Barns Design Services Proposal

It is the responsibility of the Respondent to ensure that their responses are received on or before the submission date and time. Allow sufficient delivery time to ensure receipt by the date and time specified.

■ Response to any Respondent's inquiries will be made by the Owner's Representative in a timely manner. Inquiries and questions shall only be received via **email** until **5:00 P. M. March 28, 2024**, at the following address: dan.ange@laramiecountywy.gov.

CLARIFICATIONS OR SUPPLEMENTS TO REQUEST FOR PROPOSAL: In the event that it becomes necessary to revise any part of this RFP, a notice of any clarifications will be posted on the County website and labeled as an addendum to the original RFP. Documents will be available through the same link as this RFP. It is the responsibility of Respondents, prior to submission date, to ensure their response reflects any and all addenda and clarifications. Respondents shall acknowledge receipt within their proposals of any addendum issued as part of this RFP. The County will not maintain a list of firms downloading this RFP or addenda.

<u>INCURRING COSTS:</u> The County is not liable for any cost incurred by Respondents prior to issuance of a legally executed contract. No property interest, of any nature, shall accrue until a contract is awarded and signed by all concerned parties.

<u>RFP CANCELLATION:</u> The County reserves the right to cancel this Request for Proposal at any time, without penalty.

<u>NON-DISCRIMINATION:</u> The respondent shall comply with all applicable state and federal laws, rules and regulations involving non-discrimination on the basis of race, color, religion, national origin, age, sex, or sexual orientation.

<u>AVAILABILITY OF FUNDS:</u> Financial obligations of the County payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. In the event funds are not appropriated, any resulting contract will become null and void, without penalty to the County.

V. STATEMENT OF QUALIFICATIONS

Respondents to this RFP shall include the firms' qualifications such to adequately express the firms experience and expertise for a project of this size and scope. Qualifications shall not be voluminous and should, if possible, be kept below 5 MB; but shall provide sufficient information to allow the Owner to evaluate the firm's experience, staff and availability. The owner shall rank the responding firms in these areas listed.

The proposer shall:

- 1. Provide information on the firm's experience on projects of similar size, function, and complexity including similar types of construction. Projects should demonstrate the firm's capabilities to perform on the project at hand. Provide contact information and references for each project.
- 2. List key architectural personnel to be assigned to this project. Resumes should include experience, licenses, certifications and other relevant information.

- 3. List any proposed consultant firms including MEP, Civil, and Structural design consultant along with key personnel.
- 4. Responders shall be clear with respect to the:
 - a Office location
 - b Location of each project team member
 - c Companies' credentials
 - d Project team's credentials
- 5. Discuss the firm's current workload and the ability to meet the demands of this project throughout its duration.
- 6. Discuss how the selection of your firm might add value to project.
- 7. Include the attached signed Wyoming Resident Firm Certification Form affidavit certifying the firm's Wyoming residency.
- 8. The firm shall be able to meet the insurance requirements per Exhibit 2 herein.

VI. SCHEDULE

Respondents to this RFP shall include a schedule for all design activities from award of contract to completion of 100% For Construction Documents. This schedule shall detail design milestones, review meetings, contractor procurement, and any other details necessary to ensure proper design timeframe. This schedule shall be included in the contract with the awarded firm as part of the design criteria. The Owner shall rank respondents' ability to meet the project demands.

VII. FEE, RATES and ESTIMATED COSTS

The services of the design firm will be completed under a Professional Service fixed-fee contract with Laramie County. Procurement of this service will be through review of the RFP's submitted; no interview is required. The County may seek to negotiate with the responds prior to award of the contract.

Fee proposals shall include:

- 1. Fixed Fee for design services.
- 2. Fixed Fee for Procurement and Construction Administration services throughout construction and warranty.
- 3. Hourly rates to be used throughout the duration of the project.
- 4. Potential Fee savings ideas, if any.

All fee proposals shall include all costs of insurance, meetings, design reviews, consultants, transportation, printing, mailing, documentation, reporting, office overhead, profit, lodging, per diem, construction administration costs, submittal and equipment reviews, quality control reviews, punch list generation and reviews, closeout, warranty work, etc., as standard for architectural services.

Should contract negotiations with the selected firm be unsuccessful, the County reserves the right to begin negotiations with another firm.

VIII. PRE-SUBMITTAL WALK THROUGH

A walk-through of the site will not be conducted. The submitting firm is advised to familiarize themselves with the site and any encumbrances prior to responding to this RFP.

IX. QUESTIONS

Submit all questions to the Owner's Rep via email by 5:00 P.M. March 28, 2024, at dan.ange@laramiecountywy.gov. Questions should be submitted with the subject line "Archer Storage Building and Horse Barns Design Services".

X. ADDITIONAL CONDITIONS

- 1) The successful respondent will be expected to enter into a contract, including insurance requirements, with Laramie County upon terms acceptable to the County. The contents of this RFP, the respondent responses to same and all provisions of the successful qualifier deemed pertinent by the County may be incorporated into a contract and become legally binding.
- 2) The County reserves the right to award the contract to the respondent(s) that the County deems to offer the best overall proposal(s). The County is therefore not bound to accept a proposal on the basis of lowest price. The County reserves the right to reject any or all proposals submitted and/or to waive or ignore any irregularities and/or omissions in any submission and to accept any proposal, portion of proposal, combination of proposal and or to reject or accept any proposal for any reason in its discretion.
- 3) The County at its sole discretion, reserves the right to cancel this RFP, to modify the services sought, to reject any and all proposals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the County to do so. The County also reserves the right to make multiple awards, based on experience and qualifications if it is deemed to be in the County's best interest.
- 4) Laramie County does not waive its Governmental/Sovereign Immunity, as provided by any applicable law including W.S. § 1-39-101 et seq., by issuing this Request and/or entering into any agreement with any successful Respondent. Further, Laramie County fully retains all immunities and defenses provided by law with regard to any action, whether in tort, contract or any other theory of law, based on this RFP and any subsequent agreement(s).
- 5) Any errors or omissions discovered in this request for proposal, or any additional information needed to clarify any issues in the request, will be communicated to all firms who have expressed an interest in the engagement. The communication will amend the requests accordingly
- 6) If a respondent discovers any ambiguity, conflict, discrepancy, exclusionary specifications, omission, or other error in this document, the respondent shall immediately notify the County's representative. If respondent fails to notify the County of any error, ambiguity, conflict, discrepancy, exclusionary specifications, or omission in this RFP, the respondent shall submit a response at its own risk and under such conditions. If the respondent is awarded a contract, then such respondent will not be entitled to additional compensation, relief, or time by reason of the error or its later correction
- 7) It is incumbent upon each respondent to carefully examine all specifications, terms, and conditions contained herein and in all referenced data and documents. Any inquiries, suggestions, or requests concerning interpretation, clarification or additional information shall be made in writing, through the County contact named above. The County will not be responsible for any oral representation(s) given by any employee, representative or others. The issuance of a written addendum is the only official method by which interpretation, clarification or additional information can be given.
- 8) Respondents are advised that Laramie County is a governmental entity in the State of Wyoming. Public works projects, such as that referenced herein, carried out by governmental entities are subject to certain legal and regulatory requirements which may or may not be applicable to private entities. Any contract with a successful respondent will contain a requirement to monitor and secure compliance on the project with all applicable laws and regulations including, but not limited to, those contained in Wyoming statute WS 16-6-101 et seq.

- 9) If it becomes necessary for the County to revise or amend any part of this RFP, notice may be obtained by accessing the County web site. Respondents in their proposal must acknowledge receipts of amendments and addenda. Each respondent should ensure that they have received all addenda and amendments to this RFP before submitting their proposal. Please check the Laramie County web site at http://www.laramiecounty.com for a copy of the RFP and any subsequent addenda.
- 10) All proposals submitted in response to this request become property of the County and public records, so they may be subject to public review. The laws of Wyoming require that the contents of all proposals shall be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and are protected by law may be withheld if clearly identified as such in the proposal. The respondent must mark in bold red letters the term "CONFIDENTIAL" on that part of the response, which the respondent believes to be confidential. The respondent may be required to submit in writing specific detailed reasons, including any relevant legal authority, stating why the respondent believes the material to be confidential. Vague and general claims as to confidentiality will not be accepted. Laramie County will be the sole judge as to whether a claim is general and/or vague in nature. The entire proposal cannot be designated as proprietary or a trade secret. If a request is received to examine portions designated as proprietary or a trade secret, Laramie County will notify the respondent to permit the respondent to defend the proprietary nature of the information.
- 11) The County reserves the right to request additional information, or request clarification, or reject in its sole discretion any and all proposals. Firms may submit a joint proposal.
- 12) Invalidity: If any provision of this RFP is held invalid or unenforceable by any court of competent jurisdiction, or if the County is advised of any such actual or potential invalidity or inability to enforce, such holding or advice shall not invalidate or render unenforceable any other provision hereof. It is the express intent of that the provisions of this RFP are fully severable.
- 13) By submitting in response to this RFP, respondent agree and understand that this RFP as well as any subsequent agreements shall be governed by and interpreted pursuant to the laws of the State of Wyoming. If any dispute arises between the parties from or concerning this RFP or the subject matter hereof, any suit or proceeding at law or in equity shall be brought in the District Court of the State of Wyoming, First Judicial District, sitting at Cheyenne, Wyoming. The foregoing provisions of this paragraph are agreed by the parties to be a material inducement to Responders and to County. This provision is not intended nor shall it be construed to waive County's governmental immunity as provided in this Agreement.

XI. ADDITIONAL INFORMATION

For additional information for this project, please visit Laramie County Event Department's Site at: http://www.laramiecountyevents.com