

Request for Qualifications (RFQ)

Professional Architectural/Engineering/Consulting Services

Excelsior Springs #40 School District

Board of Education

300 W. Broadway

Excelsior Springs, Missouri 64024

Telephone: (816)630-9200

Dr. Dan Hoehn, Superintendent of Schools

Excelsior Springs School District

October 17, 2017

PURPOSE

The Excelsior Springs School District (District) is seeking to establish a relationship with an Architectural and/or Engineering firm (Consultant) for the purposes of providing the District with a Master Facility Plan for current enrollment and possible future student growth. The results of such will allow the District to plan for the new construction, remodel and/or additions to current facilities in the coming years. The District desires to select a full-service firm or team who will be available to assist with all aspects of architectural design, engineering and construction administration for the projects. Subsequent to the Master Plan, the Excelsior Springs School District will be contemplating financing evaluations/proposals. Upon successful approval, the District will utilize the selected firm or firms to complete approved projects.

The purpose of the Request for Qualifications (RFQ) is to gather qualifications from architectural and engineering firms interested in working with the School District. The School District will select the most qualified firm from those submitted, and may request a number of firms to interview.

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POTENTIAL PROJECT SCOPE

The District wishes to develop a Master Plan for Facilities. The selected firm will assist the District in developing such a plan and documenting the basic scope and features of possible new, remodeled, and/or additions to current facilities. A core design and support team representing the District and School Community will be established to work with the selected Architectural/Engineering firm.

The following is also included in needed services:

- * Assistance in evaluations of current facilities and site(s).
- * Providing cost estimates and graphic support for Bond elections campaigns for the construction of new facilities.
- * Provision of a single source consultant having full responsibility for the project. Other approved consultants may be used in the process, but will be under contract with the successful firm.

SCOPE OF WORK

Development of Preliminary Plans, Final Designs, Construction Documents, Specifications and Constructions Administration

- 1) Provide all architectural, civil engineering, structural engineering, mechanical engineering, electrical engineering, technology planning and other building design services in connection with the Master Plan development and the identified facility improvements.
- 2) Make available initial conceptual design drawings for use in seeking bond election support.
- 3) Describe in detail, proposed delivery of facility planning and programming and any other additional required services not covered by the AIA Standard Form of Agreement.
- 4) Provide construction administration services and represent the District's interests in the construction phase of resulting projects, to specifically include evaluating compliance with contract documents, building codes, monitoring progress, and enforcing warranties.

Recent legislation in the State of Missouri that became effective on August 28, 2016, allows for the use of the design-build delivery method for construction projects done by political subdivisions, including public school districts. This RFQ is not intended to apply to any design-build project or result in a design-build contract, and it is not anticipated that the projects for

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which the District will utilize the Consultant's services will allow for the use of the design-build delivery method. However, the District may use the Consultant as a "design criteria consultant" in the event the District chooses to use the design-build delivery method for future projects.

SUBMISSION REQUIREMENTS

The formal submission shall contain the following information, in the following sequence and format.

Title Page
Letter of Introduction
Table of Contents

- 1) Prime Consultant's Firm Profile and Philosophy, including their degrees, certifications and years of experience. All of the information submitted should be related to the Prime Consultant. Do not include information for any sub-consultant in this section. (Sub-Consultant information is to be included in Section 7)
- 2) Prime Consultant's Approach to Planning a New Facility or Improvements to Existing Facilities
- 3) Submit a project approach regarding your firm's understanding of the project, its goals and objectives. In detail, describe your firm's planning process and how you propose to include District Administration, the Core and Support Design Teams, Professional Staff and the Board of Education.
- 4) Prime Consultant should provide information about its experience on similar projects and its overall qualifications to carry out the project. Please provide project descriptions, locations and color photos on relevant plans and projects that have occurred in the last seven (7) years. All projects submitted should be projects completed by the Prime Consultant. Do not include past projects for any sub-consultant that may be included on your team.
- 5) Technology Planning Experience: Consultant should provide information about its technology planning experience and capabilities on similar projects.
- 6) Consultant References: The Prime Consultant will provide a reference list from five (5) recent projects of similar scope. Include district name, contact name and telephone numbers. All references submitted should be projects completed by the Prime Consultant. Do not include references for any sub-consultant that may be included on your team.

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7) Information on Other Sub-Consultants Your Firm may employ for this Project: Please include relevant information including firm history and profile, degrees, certifications and years of experience, philosophy, specializations, experience, and references.

8) Why should the Excelsior Springs School District utilize Your Firm?

(Additional Information: Please feel free to include information describing what makes your firm or team unique.)

Detailed plans, proposals, and schedules(s) are not requested by the School District as part of this solicitation and are not to be included in your response.

SUBMITTING YOUR RESPONSE

Your response creates no contract or obligation by the District.

Your response should follow the outline above and be concise. Failure to follow any of the RFQ's instructions could nullify your response from consideration. It will be the responsibility of the Prime Consultant to submit five (5) copies of your submission. Parties are requested to sign the submission with ink, and, when in the name of a company, by some officer whose title is shown. Submissions should be sealed and packaged with clear identification to read as follows:

“REQUEST FOR QUALIFICATIONS”
EXCELSIOR SPRINGS #40 SCHOOL DISTRICT
“Professional Architectural and Engineering Design Services”
Dr. Dan Hoehn, Superintendent of Schools
300 W. Broadway
Excelsior Springs, Missouri 64024

The deadline for submitting your response will be no later than ***November 21, 2017 at 3:00 pm.*** submissions received after this date and time will not be considered. No electronic submissions or electronic modification of submissions will be considered.

Qualified firms submitting proposals will be required to keep their proposals in effect for a period of one hundred eighty (180) days from the opening of proposals.

Questions or clarification may be directed to Dan Hoehn, Superintendent of Schools, Excelsior Springs School District, telephone: (816) 630-9200.

SELECTION

For a period of approximately 7 days following the submittal deadline, the Superintendent of Schools and Central Office Cabinet will evaluate the submissions. (The period of evaluation of

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submissions may be extended.) Firms will be evaluated according to their response to this Request for submission on the following criteria:

1. The specialized experience and technical competence, including that of partners and associates, demonstrated either with the district or elsewhere, with respect to the type of services desired by the Board.
2. The capacity and capability of the firm to perform the tasks requested, as well as any specialized services, within the time limitations established for the completion of the project.
3. The firm's past record of performance with respect to control of costs, quality of work, design, appearance, utility and the ability to meet time schedules.
4. The firm's proximity to and familiarity with the geographical area in which the project shall be located.

The District will identify the top three qualified firms in its sole opinion and may invite a selected firm to a presentation with the Board of Education. The District will select the firm considered best qualified and capable of performing the desired services and negotiate a contract with the firm. Should the District be unable to negotiate a contract acceptable to the District with the firm first selected, the District may negotiate a contract with another firm from the top three qualified firms or may seek additional statements of qualifications from other firms and then submit a new list of qualified firms. Any negotiated contract must be approved by an affirmative vote of a majority of the whole Board of the District.

Selection of a firm may be anticipated to occur at a Regular or Special Meeting of the Board of Education no later than January 8, 2018.

RESERVATIONS

The Superintendent of Schools and the Excelsior Springs school District Board of Education reserve the right to reject any and all submissions, waive informality and any technicalities or clerical errors in any submission as the interest of these entities may require, and they will select the submission which, in their judgment, best meets the requirements of the project.

All costs incurred in the preparation of the response to this Request for Qualifications will be the sole responsibility of and borne entirely by the submitter. All responses to this Request for Qualifications become the property of the Excelsior Springs School District and will be part of public record.

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CONTRACT NEGOTIATIONS

The Excelsior Springs School District will attempt to negotiate and contract for services described in this RFQ solicitation with the most qualified firm(s). If an agreement cannot be reached, there will be an attempt to negotiate a contract with the next most qualified firm(s). This process will continue until an agreement is reached.

Services are anticipated to begin and continue for a period of three years from contract execution. All insurance and background check documents must be on file with the District prior to the Consultant being authorized to proceed. The contract entered pursuant to this RFQ will be subject to renewal for additional terms after the initial contract period, pending agreement between both parties and Board of Education approval.

The following contract terms will be made part of the final contract between the successful firm and the District, and will only be modified by the District in its sole discretion. The submitting firm agrees that any attempt to change or delete these terms may result in failed negotiations and allow the District to reject the firm's submission and negotiate a contract with the next most qualified firm.

- 1. Hold Harmless.** To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Excelsior Springs #40 School District, its Board of Education, Officers, Directors, Partners, Agents, Consultants, Insurers, Employees and Sub-Contractors of each and any of them from and against all claims, costs, damages, losses and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to Consultant's and Consultant's subcontractors' (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for a part of the services) performance under this Agreement, provided that any such claim, cost, loss, damage or expense is attributable to any act or failure to act, negligent or otherwise, of Consultant, of any subcontractor, or of anyone directly or indirectly employed by Consultant or by any subcontractor, or of anyone for whose acts the Consultant or its subcontractor may be liable, in connection with providing these services. Consultant acknowledges that the Excelsior Springs #40 School District cannot and will not indemnify, hold harmless or otherwise defend Consultant from claims, costs, damages, losses and expenses.
- 2. Background Checks.** Consultant shall not use an employee, including a subcontractor or his employee, on **District property** who is a registered sex offender. Consultant shall have on file with the District (1) a Missouri Child Abuse or Neglect background check

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and (2) a Missouri State Highway Patrol Criminal Record Check for all employees or subcontract employees who will be working unescorted on any District property.

Consultant shall provide these background checks to the District prior to work commencing under this Agreement. All background checks are required to be on file prior to authorization to proceed.

The District will notify the Consultant of approved and unapproved background checks. It shall be the responsibility of the Consultant to ensure all of its employees and its subcontractors' employees are in compliance with the District's access security requirements, and to notify the District of any new employee or subcontractor that is required to have a background check on file with the District pursuant to this Agreement.

- 3. Compliance with District Policies and Procedures.** Consultant, its employees, agents, subcontractors and representatives shall act consistently with all Policies and Procedures of the District's Board of Education when providing services under this Agreement, including the District's tobacco-free campus Policy.
- 4. Payment Withholding for Fines.** The District may withhold payment from Consultant and any of its subcontractors for any fines imposed upon the District for Consultant's or any of its subcontractor's non-compliance with applicable laws.
- 5. E-Verify.** Prior to commencement of the Work, Consultant shall provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Consultant shall also provide the District a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided herein.
- 6. Nondiscrimination.** Consultant must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, national origin, age or disability.
- 7. Taxes.** The District is a public entity exempt from payment of state sales taxes and will furnish Consultant with all required information to allow Consultant to benefit from this status, to the extent applicable. Consultant shall apply the exemption in accordance with state law for purchases required for the services. Consultant shall pay all other required sales, consumer, use and other similar taxes, if any.

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- 8. Notice.** Whenever any provision of this Agreement or the Attachments requires the giving of written notice, it will be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.
- 9. Code Compliance.** The Consultant will perform all services in accordance with all applicable codes. It is the sole responsibility of the Consultant to ensure that these codes are applied and utilized during the design process. The applicable code authority has the final authority to approve or disapprove the final designs, specifications and drawings.
- 10. Insurance.** The Consultant shall provide and maintain for the duration of this Agreement, insurance acceptable to and approved by the District. A Certificate of Insurance which names the District as additional insured per the following requirements is to be furnished prior to work proceeding under this Agreement.

Compensation Insurance. Consultant shall take out and maintain during the life of this Agreement, Employee's Liability and Worker's Compensation Insurance for all of their employees performing services for the District, and in case any work is sublet, the Consultant shall require the subcontractor similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by the Consultant. In case any class of employees engaged in hazardous work under this Agreement is not protected under the Worker's Compensation Statute, the Consultant shall provide, and shall cause each subcontractor to provide, Employee's Liability Insurance for the protection of their employees not otherwise protected.

Public Liability and Property Damage Insurance, or Comprehensive General Liability Insurance. The Consultant shall take out and maintain during the life of this Agreement, such public liability and property damage insurance, or comprehensive general liability insurance, as shall protect them and any subcontractor performing services covered by this Agreement from claims for damages for personal injury including accidental death, as well as from claims for property damages, which may arise from operations under this Agreement, whether such operations be by themselves or by any subcontractor or by anyone directly or indirectly employed by either of them, and the limits of such insurance policies shall be no less than the maximum legal liability limits set forth in 537.610, RSMo.

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Automobile Public Liability and Property Damage Insurance. The Consultant shall maintain during the life of this Agreement, automobile public liability and property damage insurance in the amount of not less than the maximum legal liability limits set forth in 537.610, RSMo covering both bodily injury, including accidental death, and property damage, to protect themselves from any and all claims arising from the use of the Consultant's own automobiles, teams and trucks; hired automobiles, teams and trucks; and automobiles both on and off the site of any project for which the Consultant is providing services.

Owner's Contingent or Protective Liability and Property Damage. The Consultant shall provide the District with proof of Owner's Protective Liability and Property Damage Insurance, which shall protect the District against any and all claims which might arise as a result of the operations of the Consultant or his subcontractors in fulfilling the terms of this Agreement during the life of the Agreement. It is preferred that this policy includes a provision for alleged assault and battery. The minimum amounts of such insurance will be no less than the maximum legal liability limits set forth in 537.610, RSMo. Should any work be subcontracted, these limits shall also apply.

Professional Liability Insurance. The Consultant shall provide the District with proof of professional liability insurance covering the Consultant's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than two million dollars (\$2,000,000.00) per claim and in the aggregate. Coverage shall be maintained for the term of services under this Agreement. If the District chooses to acquire a policy of professional liability insurance for Consultant's services, then the District and Consultant must agree on the limits of coverage, parties covered, deductible required and length of the policy period after substantial completion of the services.

Umbrella Coverage - Umbrella coverage sufficient to meet collective requirements is acceptable.

Proof of Insurance – The Consultant shall furnish the District with a Certificate of Insurance which names the District as an additional insured in amounts as required in this Agreement and requiring a thirty (30) day mandatory cancellation notice. In addition, such insurance shall remain in effect until such time as the District has determined that the Agreement is complete. The District may demand proof of insurance at any time during the term of the contract. A failure to comply with such request shall constitute a material breach of this Agreement by the Consultant.

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11. General Provisions

Independent Contractor. Nothing in this Agreement shall be construed as reserving to the District any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Consultant. The entire control or direction of such business and operation shall be in and shall remain in Consultant, subject only to Consultant's performance of its obligations under this Agreement. Neither Consultant nor any person performing any duties engaged in any work on behalf of Consultant shall be deemed an employee or agent of the District.

Law and venue. This Agreement and the construction and enforceability thereof shall be under the laws of the state of Missouri. The venue for any action or proceeding Clay County, State of Missouri.

Survival. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion, and acceptance of the Work or termination or completion of this Agreement or termination of the services of Consultant.

Sovereign immunity. Nothing in this Agreement shall be construed to waive any immunity, sovereign or other, conferred upon the District by Missouri law or common law.

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CERTIFICATION

The undersigned certifies that they have the authority to bind this company in an agreement to supply the service or commodity in accordance with all terms and conditions specified herein. Please type or print the information below. **Respondent is required to complete, sign and return this form with the proposal.**

Company Name

Authorized Person (Print)

Address

Signature

City/State/Zip

Title

Telephone #

Date

Entity Type

E-mail