



REQUEST FOR QUALIFICATIONS
ARCHITECTURAL & ENGINEERING SERVICES
FOR
FACILITIES MASTER PLANNING AND ON-CALL SERVICES

RFQ#
2016-FAC 005

NOTICE

The Independence School District #30 (District) will accept qualifications for architectural and engineering services as described in the attached request. Qualified organizations (Respondent) are invited to submit Six (6) copies of a formal proposal as described herein.

PROPOSAL SHALL BE LABELED

QUALIFICATIONS-ARCHITECTURAL & ENGINEERING SERVICES FOR
FACILITIES MASTER PLANNING AND ON-CALL SERVICES

AND ADDRESSED TO:

Facilities
Att: Robert Burkey
Independence School District #30
201 N. Forest Avenue
Independence, MO 64050

PROPOSALS MUST BE RECEIVED BY:
2:00 p.m., May 23, 2016

Questions may be directed to:
Robert Burkey
816-521-5330

Robert_Burkey@idschools.org

District Information
www.idschools.org

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REQUEST FOR QUALIFICATIONS
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FOR
FACILITIES MASTER PLANNING AND ON-CALL SERVICES

RFQ No.
2016-FAC 005

CERTIFICATION FORM

The Independence School District #30 (District) will accept qualifications for architectural engineering services as described in the attached request. Qualified organizations (Respondent) are invited to submit Six (6) copies of a formal proposal as described herein.

PROPOSAL SHALL BE LABELED

**“QUALIFICATIONS-ARCHITECTURAL & ENGINEERING SERVICES FOR FACILITIES MASTER
PLANNING AND ON-CALL SERVICES”**

AND ADDRESSED TO:

Att: Robert Burkey
Facilities
Independence School District #30 201 N. Forest
Avenue Independence, MO 64050

PROPOSALS MUST BE RECEIVED BY:
2:00 p.m., May 23, 2016

The Independence Public School District reserves the right to reject any and all proposals, to waive technical defects, and to select the proposal deemed most advantageous to the District.

The undersigned certifies that he/she has 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
Fax #	Tax ID #
_____	_____
E-mail	Entity Type
_____	_____

PART I: INTRODUCTION AND PROCESS

1. PURPOSE

The Independence Public School District (District) is seeking to establish a relationship with an Architectural & Engineering firm (Consultant) for the purpose of assisting the District with the development of a future capital improvement plan and bond referendum educational material. The selected firm(s) will be retained to provide the professional design services necessary to implement the resulting capital improvement projects once funded. The District desires to select a full-service firm, or team, capable of assisting the District with all aspects of the educational programming, planning, design, and construction administration, of the resulting capital improvement projects.

The awarded firm will also be retained to provide on-call Architectural & Engineering services for a variety of projects that arise and are planned and unplanned. Projects for on-call needs typically arise through the district capital planning process.

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

2. INFORMATION ABOUT THE DISTRICT

Organization		Grade Level Range
Schools	(2) Early Childhood Centers	3 & 4 Year Old
	(19) Elementary Schools	PreK-5
	(4) Middle Schools	6-8
	(3) High Schools	9-12
Enrollment	Early Childhood Centers	400
	Elementary	7100
	Middle School	3400
	High School	4100
	TOTAL	15,000
	Estimated Assessed	\$914,202,317
	Current Budget 2015-2016	\$183,784,710
	Tax Levy	\$5.94
	Bonded Indebtedness	\$125,255,000

For more information about the District, visit our website www.isdschools.org

3. SCOPE OF SERVICES

The selected firm(s) will assist the District in developing program statements, descriptive narratives, conceptual site plans and floor plans, as needed, to document the renovations, additions and/or new facilities contemplated for a future bond referendum. The selected firm will also be asked to develop preliminary design and construction schedules, as well as preliminary project budgets for the scopes of work included in the bond referendum. If the District retains the services of a Construction Manager, the selected firm will be expected to work closely with the District’s Construction Manager & may be asked to set on committee for Construction Manager selection.

The awarded firm will also be asked to provide on-call Architectural & Engineering services for a variety of projects that arise and are planned and unplanned. Projects for on-call needs typically arise through the district capital planning process.

4. TIMELINE FOR PROCESS

The timeline listed below is the District’s estimation of time required to complete the process. All efforts shall be made to abide by this schedule; however, it is subject to change if necessary.

Request for Qualifications Issued	May 11, 2016
Qualifications Due	May 23, 2016, 2:00 p.m.
Notifications for Interviews	May 23, 2016
Interviews	June 1 & 2, 2016
Recommendation to Board	June 6, 2016
Notice to Proceed	June 15, 2016, Day after Board of Education Approval

Communication with Board members and/or other District staff in an effort to influence the outcome of the RFQ selection process is prohibited and will result in rejection of the proposal.

5. SELECTION CRITERIA

All proposals will be evaluated on the following criteria:

- Prior comparable experience 0 – 30
- Firm’s organization, size, structure 0 – 20
- Qualifications of personnel assigned to work with the district 0 – 20
- Responsiveness of the written proposal 0 – 15
- Fees 0 – 15

Proposals will be evaluated to determine which firm best meets the needs of the District. Evaluation considerations will include the following: Prior comparable experience, the Firm's organization, size, and structure, qualifications of personnel assigned to work with the District, responsiveness of the written proposal, and fees. While a significant factor, cost will not be a dominant factor. Cost will be particularly important when all the other evaluation criteria are relatively equal.

6. REVIEW PROCESS

Following the deadline, the selection committee shall evaluate the proposals. The period of evaluation of the proposals may be extended. Firms will be evaluated according to their response to the RFQ. The committee will create a short list of firms and may invite the selected firms to a presentation. Each team will be allowed 45 minutes for the interview and questions and answers. Thirty minutes will be allotted for transition between interviews. The order of the interviews will be determined by random selection.

PART II: INSTRUCTIONS TO RESPONDENTS

1. QUALIFICATIONS

In addition to the signed Certification Form, the following information shall be included in a proposal:

- A. Basic Information: Single page executive summary of firm profile:
 - Name of firm(s)
 - Contact person (phone, e-mail, fax, etc.)
 - Direct mailing address
 - Overview of firm history
- B. Firm Personnel Profile:
 - Experience and credentials
 - Manager of services to be assigned to district
 - Support personnel overview
- C. Firm Experience Profile & Contacts (list contacts & phone number)
 - Listing of Kansas City Metro Area Public School Districts
 - Listing of other Missouri & Kansas Public School Districts
 - Description of Local / State / National legislative involvement
- F. Provide copy of firm's most recent Annual Financial Report
- G. Include a two paragraph executive summary of rationale describing why your firm should be selected by the District.
- H. Specify and be prepared to show proof of the level and type(s) of insurance carried to cover errors and omissions, improper judgment, or negligence.
- I. Felony Conviction Notification Form
- J. Federal Work Authorization Program (E-Verify) Addendum
- K. Federal Work Authorization Program Affidavit

2. SUBMITTING A RESPONSE

In submitting qualifications, the Respondent agrees to provide the services in accordance with the project scope. The successful Respondent will provide a Letter of Engagement for District review which enumerates the terms of the agreement.

The response shall follow the outline above and be concise. Failure to follow instructions may nullify the response from consideration. To be considered for selection, Respondents should clearly limit responses to the specific criteria in the order listed. No joint responses will be accepted by the District.

The deadline for submitting the response shall be in accordance with the notice. Proposals received after this date and time will not be considered. Telephone, facsimile, electronic or electronic delivery of proposals will not be considered. The District is not responsible for lateness or non-delivery by the United States Postal Service or other carrier to the District. The time and date recorded by the District shall be the official time of receipt. Proposals are to be prepared at no cost to the District and will remain the District's property.

3. PROPOSAL REQUIREMENTS

The formal proposal shall contain the following information, in the following sequence and format:

- 1) **Title Page**
- 2) **Letter of Introduction**
- 3) **Table of Contents**
- 4) **Firm Profile and Philosophy**
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 9.
- 5) **Approach to Planning and Design**
In detail, describe your firm's planning process and how you propose to include District administration, professional staff, the Board of Education, and community representatives.
- 6) **Personnel Assigned to the Project**
Identify the names of any personnel (prime and sub-consultants) who will be members of the actual project team, and identify their level of experience with K-12 projects.
- 7) **Experience with Similar Projects**
Provide information about your firm's experience on K-12 projects, and your overall qualifications to carry out educational projects and projects closely related to District projects. Please provide project descriptions, locations, and color photos of relevant projects that have occurred in the last seven (7) years. All of the projects submitted should be projects completed by the Prime Consultant.
- 8) **Consultant References**
Provide a reference list from five (5) recent K-12 projects. Include district name, contact name, and telephone numbers. All of the references submitted should be projects completed by the Prime Consultant. Do not include references for any sub-consultants that may be included on your team.
- 9) **Information on Other Sub-Consultants Your Firm Will Employ for this Project**
Please include relevant information including: firm(s) history and profile, philosophy, specialization, experience, and references.
- 10) **Digital Copies of Proposal**
Provide a digital copy of each proposal in all proposal packets.

Detailed plans, proposals, fees and schedule(s) are not requested by the School District as part of this solicitation and are not to be included in your response. Should your firm be selected to interview, fee information must be submitted separately at that time. Please provide in a SEPARATE Envelope marked "Fees & Conditions." It should include a contract with all conditions, all fees & general conditions that could be charged separately.

4. CONTRACT NEGOTIATIONS

The District will attempt to negotiate and contract for the 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.

FELONY CONVICTION NOTIFICATION

The person or business entity that enters into an agreement with this school district must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The district may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement”.

By submitting this offer and signing this certificate, this bidder:

- Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and
- Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor E-mail Address: _____

Vendor Telephone: _____ **Fax Number:** _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

FEDERAL WORK AUTHORIZATION PROGRAM (“E-VERIFY”) ADDENDUM

Pursuant to Missouri Revised Statute 285.530, all business entities awarded any contract in excess of five thousand dollars (\$5,000) with a Missouri public school district must, as a condition to the award of any such contract, be enrolled and participate in a federal work authorization program with respect to the employees working in connection with the contracted services being provided, or to be provided, to the District (to the extent allowed by E-Verify). In addition, the business entity must affirm the same through sworn affidavit and provision of documentation. In addition, the business entity must sign an affidavit that it does not knowingly employ any person who is an unauthorized alien in connection with the services being provided, or to be provided, to the District.

Accordingly, your company:

- a) agrees to have an authorized person execute the attached “Federal Work Authorization Program Affidavit” attached hereto as Exhibit A and deliver the same to the District prior to or contemporaneously with the execution of its contract with the District;
- b) affirms it is enrolled in the “E-Verify” (formerly known as “Basic Pilot”) work authorization program of the United States, and are participating in E-Verify with respect to your employees working in connection with the services being provided (to the extent allowed by E-Verify), or to be provided, by your company to the District;
- c) affirms that it is not knowingly employing any person who is an unauthorized alien in connection with the services being provided, or to be provided, by your company to the District;
- d) affirms you will notify the District if you cease participation in E-Verify, or if there is any action, claim or complaint made against you alleging any violation of Missouri Revised Statute 285.530, or any regulations issued thereto;
- e) agrees to provide documentation of your participation in E-Verify to the District prior to or contemporaneously with the execution of its contract with the District (or at any time thereafter upon request by the District), by providing to the District an E-Verify screen print-out (or equivalent documentation) confirming your participation in E-Verify;
- f) agrees to comply with any state or federal regulations or rules that may be issued subsequent to this addendum that relate to Missouri Revised Statute 285.530; and
- g) agrees that any failure by your company to abide by the requirements a) through f) above will be considered a material breach of your contract with the District.

By: _____ (signature)

Printed Name and Title: _____

For and on behalf of: _____ (company name)

FEDERAL WORK AUTHORIZATION PROGRAM AFFIDAVIT

I, _____ being of legal age and having been duly sworn upon my oath, state the following facts are true:

1. I am more than twenty-one years of age; and have first-hand knowledge of the matters set forth herein.
2. I am employed by _____ (hereinafter "Company") and have authority to issue this affidavit on its behalf.
3. Company is enrolled in and participating in the United States E-Verify (formerly known as "Basic Pilot") federal work authorization program with respect to Company's employees working in connection with the services Company is providing to, or will provide to, the District, to the extent allowed by E-Verify.
4. Company does not knowingly employ any person who is an unauthorized alien in connection with the services the Company is providing to, or will provide to, the District.

FURTHER AFFIANT SAYETH NOT.

By: _____ (individual signature)

For _____ (company name)

Title: _____

Subscribed and sworn to before me on this _____ day of _____, 200__.

NOTARY PUBLIC

My commission expires:

PART III: GENERAL CONDITIONS-RESPONSES & SUBSEQUENT CONTRACTS

The following terms and conditions shall govern the proposal of qualifications and subsequent contracts.

1. SCOPE:

- a. Architectural & Engineering Services to assist the District in Master Planning and carrying out the District's Long Range Facility needs and goals.

and/or

- b. Architectural & Engineering Services including the planning, designing and construction of a new K-5 Elementary School of approximately 65,000 SF. Estimated construction budget plus soft costs: Approximately \$20 Million.
- c. Architecture & Engineering Services including the planning, designing and construction of additions, to existing buildings for educational instruction space of approximately 24,000 SF. Estimated construction budget plus soft costs: \$5 Million.
- d. Architecture & Engineering Services including the planning, designing and construction of addition to an existing building classrooms for educational instruction and a full size high school competition gymnasium of approximately 20,000 SF. Estimated construction budget plus soft costs: \$20 Million.
- e. Architecture & Engineering Services to include potential miscellaneous project that could include, but not limited to, Natatorium Renovations, High School façade renovations and STEM classroom renovations. Estimated SF and Cost TBD.

2. DEFINITIONS AS USED HEREIN:

- a. The term "request for qualification" or RFQ means a solicitation of a formal, sealed qualification.
- b. The term "respondent" or "firm" means the person or entity submitting a formal sealed qualification.
- c. The term "District" means Independence Public School District No. 30.
- d. The term "School Board" means the governing body of the District.
- e. The term "contractor" means the respondent awarded a contract under this RFQ.

3. COMPLETING PROPOSAL:

All information must be legible. Any and all corrections and/or erasures must be initialed. Each proposal must be signed in ink by an authorized representative of the respondent and required information must be provided. The contents of the qualifications submitted by the successful respondent will become a part of any contract award as a result of this solicitation.

4. REQUEST FOR INFORMATION:

Any requests for clarification of additional information deemed necessary by any respondent to present a proper proposal shall be made in accordance with the timeline. All requests will be responded to in writing by the District in the form of an addendum addressed to all prospective respondents. Verbal responses and/or representations shall not be binding on the District.

5. CONFIDENTIALITY OF QUALIFICATION INFORMATION:

All proposals and supporting documents will remain confidential until a final contract has been executed. All responses become the property of Independence Public School District No. 30 and will be part of public record.

6. PROPOSAL OF QUALIFICATION:

Proposals are to be sealed and submitted prior to the date and time indicated on the Certification Form. At such time,

all proposals received will be formally opened. The opening will consist of only the name and address recording of respondents. Proposals received after the date and time indicated on the Certification Form shall not be considered. Proposals may be withdrawn or modified in writing prior to the proposal deadline. Proposals that are resubmitted or modified must be sealed and submitted prior to the proposal deadline. Each respondent may submit only one (1) response to this RFQ.

7. **NEGOTIATION:**

The District reserves the right to negotiate any and all elements of this RFQ. The District will attempt to negotiate and contract for services described in this 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.

8. **TERMINATION:**

Subject to the provisions below, any contract derived from this RFQ may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.

(a) **TERMINATION FOR CONVENIENCE**

In the event that the contract is terminated or cancelled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

(b) **TERMINATION FOR CAUSE**

Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

(c) **TERMINATION DUE TO UNAVAILABILITY OF FUNDS**

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be cancelled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

9. TAX EXEMPTION:

The District and its Agencies are exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the State of Missouri.

10. SAFETY:

All practices, materials, supplies, and equipment shall comply with the Federal Occupational Safety and Health Act, as well as any pertinent Federal, State and/or local safety or environmental codes.

11. RIGHTS RESERVED:

The District reserves the right to reject any or all proposals, to waive any minor informality or irregularity in any proposal, and to make award to the proposal deemed to be most advantageous to the District. The District reserves the right to use the services of multiple firms.

12. RESPONDENT PROHIBITED:

Respondents are prohibited from assigning, transferring, conveying, subletting, or otherwise disposing of this RFQ or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, company or corporation without the previous written approval of the District.

13. DISCLAIMER OF LIABILITY:

The District, or any of its agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

14. HOLD HARMLESS:

The contractor shall agree to protect, defend, indemnify, and hold the School Board, Independence Public School District, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this RFQ.

15. LAW GOVERNING:

All contractual agreements shall be subject to, governed by, and construed according to the laws of the State of Missouri.

16. ANTI-DISCRIMINATION CLAUSE:

No respondent of this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

17. CONFLICT OF INTEREST:

The successful respondent shall not have conflicts of interest as to revenues derived from the results of tests or recommendations made on behalf of the firm. No salaried officer or employee of the District and no member of the School Board shall have a financial interest, direct or indirect, in this contract. A violation of this provision renders

the contract void. The Contractor further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.

18. INSURANCE:

The contractor shall be required to maintain and carry in force, for the duration of the contract, insurance coverage of the types and minimum liability as set forth below:

a. PROFESSIONAL LIABILITY

Professional liability insurance protection must be carried by the contractor, for the duration of the contract, in the minimum amount of \$1,000,000.00 each claim/\$1,000,000.00 aggregate, including errors and/or omissions.

b. COMMERCIAL GENERAL LIABILITY

Limits:

Each Occurrence:	\$ 1,000,000
Personal & Advertising Injury:	\$ 1,000,000
Products/Completed Operations Aggregate:	\$ 2,000,000
General Aggregate:	\$ 2,000,000

Policy must include the following conditions:

Contractual Liability

Independent Contractors

Additional Insured: Independence School District

c. AUTOMOBILE LIABILITY

Policy shall protect the contractor against claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicle and must include protection for either:

1. All owned autos; hired autos; and non-owned autos

Limits of auto liability insurance shall be the same as required in the Commercial General Liability section **with the exception** of the District being named as additional insured.

d. WORKERS' COMPENSATION

This insurance shall protect the contractor against all claims under applicable State Workers' Compensation Laws. The contractor shall also be protected against claims for injury, disease or death of employees which, for any reason, may not fall within the provisions of a Workers' Compensation Law. The policy limits shall not be less than the following:

Workers' Compensation: Statutory

Employer's Liability:

Bodily Injury by Accident:	\$ 500,000 Each Accident
Bodily Injury by Disease:	\$ 500,000 Policy Limit
Bodily Injury by Disease:	\$ 500,000 Each Employee

Before entering into contract, the successful respondent shall furnish to the District Purchasing Office a Certificate of Insurance verifying all of the foregoing coverage and identifying the District as an "additional insured" on both the general liability and automobile policies. This inclusion shall not make the District a partner or joint venture with the contract respondent in its operations hereunder.

Prior to any material change or cancellation, the District will be given thirty (30) days advance notice by registered mail to the stated address of the certificate holder. Further, the District will be immediately notified of any reduction or possible reduction in aggregate limits of any such policy where such reduction, when added to any previous reductions, would exceed 10% of the aggregate.

In the event of an occurrence, it is further agreed that any insurance maintained by the District, shall apply in excess of and not contribute with insurance provided by policies named in this contract.

The certificate holder on the Certificate of Insurance shall be as follows:

Independence School District No. 30
201 N. Forest Avenue
Independence, MO 64050

19. COSTS

All costs incurred in the preparation of the proposal to this RFQ shall be the sole responsibility of the respondent.