



**RAYTOWN
QUALITY
SCHOOLS**
Expect the Exceptional

**RAYTOWN C-2 SCHOOL
DISTRICT**

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER AT-RISK

RFQ#

2022-FAC-001

NOTICE

The Raytown C-2 School District of Raytown, MO ("District") will accept qualifications for a construction manager at-risk in accordance with RSMo § 67.6050 and as described in the attached request. Qualified organizations ("Respondent") are invited to submit five (5) copies of a formal proposal as described herein.

PROPOSAL SHALL BE LABELED

"QUALIFICATIONS-CONSTRUCTION MANAGER AT-RISK"

AND ADDRESSED TO:

Facility Operations

**Attn: Josh Hustad, Director of Facility Operations
Raytown C-2 School District
6608 Raytown Road, Raytown, MO 64133**

PROPOSALS MUST BE RECEIVED BY:

11:00 a.m., February 17, 2022.

Questions may be directed to:

Facility Operations

**Attn: Josh Hustad, Director of Facility Operations
josh.hustad@raytownschools.org**

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**REQUEST FOR QUALIFICATIONS
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**RFQ No.
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CERTIFICATION FORM

The Raytown C-2 School District of Raytown, MO, (“District”) will accept qualifications for construction manager at-risk in accordance with RSMo § 67.5060 and as described in the attached request. Qualified organizations (Respondent) are invited to submit five (5) copies of a formal proposal as described herein.

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PROPOSALS MUST BE RECEIVED BY:

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The 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 the company in an agreement to supply the service 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 #

Fax #

Date

Tax ID #

E-mail

Entity Type

PART I: INTRODUCTION AND PROCESS

1. PURPOSE

The District is requesting qualifications from firms to provide a full range of services as Construction Manager at-Risk (CMR) during the planning, design, renovation and construction of school facilities. The District will retain a design firm(s) to provide all architecturally related services, and the CMR will be required to work with the District and design firm(s) during the planning phase, construction document preparation and the construction process.

This Request for Qualifications (RFQ) is the first step in a two-step competitive process by which the District will engage a CMR firm to provide construction management. Step one will consist of a request for qualifications, review of qualifications and selection of a short list of firms who will proceed to step two. ***Respondents are not to include fees, costs or price information in response to the RFQ.***

Step two will consist of a short list of firms asked to submit cost proposals in response to the District's Request for Proposals (RFP). The District will interview at least two firms who provide cost proposals before selecting a CMR. Interviews will take place on **March 10th, 2022, between 8:00 a.m. and 4:00 p.m.** Time slots will be assigned by random draw. An outline containing questions for the interview is attached as Appendix B to the RFP.

Respondents who timely provide their qualifications must understand that if they are selected by the District to provide an RFP, that Respondent's deadline to provide their proposals will coincide with the date of interviews. A copy of the RFP is attached hereto as Appendix C. Interviews will be conducted on **March 10th, 2022.**

Ownership of all data, materials and documentation originated and prepared for the District pursuant to the RFQ shall belong exclusively to the District and be subject to public inspection in accordance with the Missouri Sunshine Law.

2. INFORMATION ABOUT THE DISTRICT

The district is a political subdivision of the State of Missouri and is governed by a seven-member Board of Education. Located in Jackson County, the District provides education to approximately 8,500 students in Pre-Kindergarten through grade 12. The District's vision is to be an educational leader achieving academic excellence through a collaborative culture that values employees, parents and the community as partners in student learning.

The District operates two pre-kindergarten schools, ten elementary schools, three middle schools, and two high schools.

The District's current operating budget (general and special revenue funds only) for FY22 is approximately \$23.5 million. The District employs approximately 250 full time and part time individuals.

For more information about our district, visit our website: raytownschools.org

3. SCOPE OF SERVICES

The selected firm shall provide construction manager at-risk services related to the following:

- (a) Planning, designing and construction of a new Auxiliary Gymnasium at Raytown High School, approximately 11,500 sq. ft.
- (b) Planning, designing and construction of a Performing Arts Center and Gymnasium at Raytown South High School, approximately 35,000 sq. ft.
- (c) Miscellaneous improvements at all buildings.

4. TIMELINE FOR PROCESS

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

Notification of Intent to Utilize Construction Manager At-Risk	January 27, 2022.
RFQ Due	February 17, 2022, by 11:00 a.m.
Names of Parties That Submitted RFQs Publicly Opened and Read Aloud	February 17, 2022, 11:01 a.m.
Notification of Firms Asked to Submit RFP	February 21, 2022.
RFP Due	March 10th, 2022
Interviews Conducted	March 10 th , 2022.
Board of Education Approval	March 15 th , 2022

RFP's will be opened after all interviews have been conducted.

Communications 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

Respondent's qualifications will be evaluated on the following criteria:

- Respondent's overall experience as a construction manager at risk.
- Respondent's experience as a construction manager at risk of educational projects, specifically of similar size, type and complexity as related to the scope.
- Experience of the overall project team as it related to the project superintendent, project manager, pre-construction/estimating services and others specifically assigned to project.
- School District References
- Other References
- Respondent's safety record.
- The methodology and practices to be used by Respondent in managing and executing the project.
- Proximity to and familiarity with the geographical area in which the project shall be located.
- Respondent's financial strength.

Proposals will be evaluated to determine which firm best meets the needs of the District. Information given in the proposal, Section II, 1, 2, & 3, will be used to evaluate information needed for selection.

Under no circumstance should your qualifications include any proposals of fees, costs or prices.

6. REVIEW PROCESS

Following the deadline, the selection committee shall evaluate the qualifications. The period of evaluation of the qualifications may be extended. Firms will be evaluated according to their response to the RFQ.

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
- D. Provide a copy of firm's most recent Annual Financial Report
- E. Include a two paragraph executive summary of rationale describing why your firm should be selected by the District.
- F. 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.
- G. Felony Conviction Notification Form
- H. Federal Work Authorization Program (E-Verify) Addendum
- I. Federal Work Authorization Program Affidavit
- J. Completion of the one-page Firm Information and Experience Sheet, attached hereto as Appendix A.

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 closely related to District projects. Please provide project descriptions, locations, and color photos of relevant projects that have occurred in the past 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. At that time, please provide in a SEPARATE envelope marked "Fees & Conditions", a contract with all conditions, all fees & general conditions that could be charged separately.

4. CONTRACT NEGOTIATIONS

Only after the submission of responses to requests for proposals will the District attempt to negotiate and contract for the services described in this RFQ solicitation with the most qualified firms. 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 District must 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 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 verified 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 (“E-VERIFY”) ADDENDUM

I, _____ being of legal age and having been duly sworn upon my oath and 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 this ____ day of _____, 2016.

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:

See Part I, Paragraph 3 of the RFQ.

2. DEFINITIONS AS USED HEREIN:

- (a) The term “request for qualification” or RFQ means a solicitation of a formal and sealed qualification.
- (b) The term “respondent” or “firm” means the person or entity submitting a formal sealed qualification.
- (c) The term “District” means Raytown C-2 School District.
- (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 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 Raytown C-2 School District and will be part of the public record.

6. PROPOSAL OF QUALIFICATIONS:

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 CONVEINENCE**

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 UNAVAILABILTY 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 with 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, Raytown C-2 School District, its officer, 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 this 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 this District and no member of the School Board shall have a financial interest, direct or indirect, in the contract. A violation of this provision renders the contract void. The Contractor further covenants that in the performance of the 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 each claim/\$1,000,000 aggregate, including errors and/or omissions.

(b) COMMERCIAL GENERAL LIABILITY

Limits:

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

Policy must include the following conditions:

Contractual Liability
Independent Contractors
Additional Insured: Raytown C-2 School District

(c) AUTOMOBILE LIABILITY

Policy shall protect the Contractor from claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicles. The limits of auto liability shall be the same as required in the Commercial General Liability section. The District shall also be named as an additional insured under the policy.

(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 ten percent (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:

Raytown C-2 School District
6608 Raytown Road, Raytown, MO 64133

19. COSTS

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

APPENDIX B

FIRM INFORMATION SHEET

Name of Respondent	
Primary Contact	
Title	
E-mail	
Telephone	
Number of Employees	
Ownership Structure / Form of Business	
Ownership Structure	
Address	



**RAYTOWN C-2 SCHOOL
DISTRICT**

REQUEST FOR PROPOSALS

CONSTRUCTION MANAGER AT-RISK

RFQ #2022-FAC-001

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**Facility Operations
Attn: Josh Hustad, Director of Facility Operations
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6608 Raytown Road, Raytown, MO 64133**

**PROPOSALS MUST BE SUBMITTED
AT TIME OF SCHEDULED
INTERVIEW
(if selected for interview)**

**Questions may be directed to:
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Attn: Josh Hustad, Director of Facility Operations
josh.hustad@raytownschools.org**

District Information
raytownschools.org

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- 2) Rights of District
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RFP No.
2018-FAC-001

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The 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 the company in an agreement to supply the service 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 #

Fax #

Date

Tax ID #

E-mail

Entity Type

PART I: INTRODUCTION AND PROCESS

1. PURPOSE

The District is requesting proposals from selected firms to provide a full range of services as Construction Manager at Risk (CMR) during the planning, design, renovation and construction of school facilities. The District will retain a design firm(s) to provide all architecturally related services, and the CMR will be required to work with the District and design firm(s) during the planning phase, construction document preparation and the construction process.

This Request for Proposals (RFP) is the second in a two-step competitive process by which the District will engage a CMR firm to provide construction management. The District will interview at least two firms, with those interviews to occur on **April 9th, 2018 between 8:00 a.m. and 4:00 p.m.** Time slots will be assigned by random draw. An interview outline is attached as Appendix B.

2. INFORMATION ABOUT THE DISTRICT

The district is a political subdivision of the State of Missouri and is governed by a seven-member Board of Education. Located in Jackson County, the District provides education to approximately **8,500 students in Pre-Kindergarten through grade 12. The District's vision is to be an educational leader achieving academic excellence through a collaborative culture that values employees, parents and the community as partners in student learning.**

The District operates two pre-kindergarten schools, ten elementary schools, three middle schools, and two high schools.

The District's current operating budget (general and special revenue funds only) for FY22 is approximately \$23.5 million. The District employs approximately 250 full time and part time individuals.

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

3. SCOPE OF SERVICES

The selected firm shall provide construction manager at-risk services related to the following:

- (a) Planning, designing and construction of a new Auxiliary Gymnasium at Raytown High School, approximately 11,500 sq. ft.
- (b) Planning, designing and construction of a Performing Arts Center and Gymnasium at Raytown South High School, approximately 35,000 sq. ft.
- (c) Miscellaneous improvements at all buildings.

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:

Notification of Firms Asked to Submit RFP	February 21, 2022
RFP Due	March 10th, 2022 (at interview)
Interviews Conducted	March 10th, 2022
Interviews will be 1 hour and pre-scheduled	
Board of Education Approval	March 15th, 2022

RFP's will be opened after all interviews have been conducted.

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

5. SELECTION CRITERIA

Respondent's proposals will be evaluated on the following criteria, based upon which firm best meets the needs of the District:

- Experience on +/- \$30,000,000 public school bond programs
- Current projects under construction (quality of references)
- Current projects under construction (budget adherence)
- Proportion of current gross revenues for the last three years as CMaR
- Overall bonding capacity and had there been any claims on your surety
- Quality of preconstruction services, frequency of estimates, time line for the GMP

- Process to develop GMP to match district budget
- Describe your contingencies and how you will manage those thru completion
- Describe your tracking and reporting on payments and the GMP
- Experience of Overall Project Team
 - Project Superintendent experience
 - Project Manager experience
 - Pre-construction/Estimating Services experience
- Soliciting bids and local community involvement
- Describe your ability to self-perform your work
- Describe your ability to provide quality control, safety and MEP coordination
- Describe what you believe are the critical construction phase issues
- Fee matrix- Completeness and overall evaluation

6. REVIEW PROCESS

Following the deadline and after conducting interviews, the selection committee shall evaluate the proposals. The period of evaluation of the proposals, and all responding firms will be evaluated according to their responses to the RFQ and RFP.

PART II: INSTRUCTIONS TO RESPONDENTS

1. SUBMITTING A RESPONSE

In submitting proposals, 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 provided below 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 that 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.

Ownership of all data, materials and documentation originated and prepared for the District pursuant to the RFP shall belong exclusively to the District and be subject to public inspection in accordance with the Missouri Sunshine Law.

2. RIGHTS OF DISTRICT

The District has the right to:

- Reject any and/or all proposals received in response to this RFP.
- Respond to inquiries for clarification purposes only and/or to request clarification, if necessary.
- Waive minor irregularities if the District determines that waiver would be in its best interest and would not result in an unfair advantage for other respondents and potential respondents.
- Select a proposal other than that with the lowest cost. The District reserves the right to incorporate terms and conditions it determines to be proper or necessary into any contract negotiated as a result of a proposal submitted in response to this RFP.

Any changes deemed necessary by the District to this RFP will be submitted as an addendum to this RFP. If the District should amend any segment of the RFP after submission of the proposals and prior to announcement of the successful respondent, all respondents will be afforded ample opportunity to revise their proposals to accommodate the RFP amendment and the dates for submission of revised proposals announced at this time.

Any use or reference of this RFP by the Respondent to promote, solicit, or disseminate information regarding the services being provided is prohibited, unless otherwise agreed to in writing by the District. All proposals shall be valid for a period of sixty (60) days from the opening date of the RFP.

3. PROPOSAL REQUIREMENTS

If not previously provided in Respondent's RFQ, please provide the following information in your response:

A. Firm's Approach to Developing New Facilities, Renovations, and Additions.

Describe a project approach regarding your firm's understanding of the project, its goals, and objectives and describe your planning process.

B. Firm's Experience with Planning for the Development of such Facilities, Renovations and Additions.

Provide information about your experience on similar planning projects and your overall qualifications to carry out the project(s). Provide project descriptions and locations photographs of at least five (5) relevant projects completed by the firm.

C. Firm's Personnel Assign to the Project.

Identify the names of any personnel who will be members of the actual project team and identify their level of experience with public school construction projects.

D. Firm's References.

Provide references from five (5) recent planning projects of similar scope. Include district, contact names and telephone numbers.

E. Sub-Consultants that Your Firm will Employ.

Identify all out-of-house sub-consultants that you will use and include individual duties, responsibilities, and a resume for each professional who will work on the project. Include relevant information including Sub-Consultant firms, names, history and profiles, philosophy, specialization, experience, and reference.

F. Include Information on Firm's Basic Fee Structure / Range.

Include your proposed fee range along with an hourly rate structure for additional services. Your proposal should include all Fees, Costs and Estimated expenses.

G. Additional Items to Answer:

- Describe your proposed methods to control, monitor and estimate construction costs for the project.
- Describe your proposed method to minimize construction change orders; specifically related to unforeseen conditions, design omissions, and code or jurisdictional authority reviews.
- Describe the construction oversight and commissioning procedures to be used and the specific personnel that will perform these functions.
- Why should the Raytown C-2 School District use your firm?
- Feel free to provide any additional information you would like the District to consider.

The District also requests Respondent to complete Appendix A, “Fee Matrix” and Appendix B, “Information Sheet.”

4. TERMS AND CONDITIONS

The contract will be awarded to the firm that submitted the best responsible proposal complying with the requirements of the RFQ and this RFP, provided the proposal is reasonable and in the best interest of the District to accept. The firm selected will be notified as the earliest practical date. The decision regarding the acceptability of the proposal shall remain entirely with the District.

5. CONTRACT NEGOTIATIONS

Only after the submission of responses to requests for proposals will the District attempt to negotiate and contract for the services described in this RFP solicitation with the most qualified firms. 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.

PART III: GENERAL CONDITIONS-RESPONSES & SUBSEQUENT CONTRACTS

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

1. **SCOPE:**

See Part I, Paragraph 3 of the RFP.

2. **DEFINITIONS AS USED HEREIN:**

- (a) The term “request for proposal” or RFP means a solicitation of a formal and sealed qualification.
- (b) The term “respondent” or “firm” means the person or entity submitting a formal sealed qualification.
- (c) The term “District” means Raytown C-2 School District.
- (d) The term “School Board” means the governing body of the District.
- (e) The term “Contractor” means the respondent awarded a contract under this RFP.

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 proposals submitted by the successful respondent will become 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 Raytown C-2 School District and will be part of the public record.

6. **PROPOSALS:**

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 RFP.

7. **NEGOTIATION:**

The District reserves the right to negotiate any and all elements of this RFP. 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 RFP 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 CONVEINENCE**

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 UNAVAILABILTY 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 with 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 RFP 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, Raytown C-2 School District, its officer, 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 RFP.

15. LAW GOVERNING:

All contractual agreements shall be subject to, governed by, and construed according to the laws of this 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 this District and no member of the School Board shall have a financial interest, direct or indirect, in the contract. A violation of this provision renders the contract void. The Contractor further covenants that in the performance of the 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 each claim/\$1,000,000 aggregate, including errors and/or omissions.

(b) COMMERCIAL GENERAL LIABILITY

Limits:

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

General Aggregate: \$2,000,000

Policy must include the following conditions:

Contractual Liability
Independent Contractors
Additional Insured: Raytown C-2 School District

(c) AUTOMOBILE LIABILITY

Policy shall protect the Contractor from claims for bodily injury and/or property damage arising out of the ownership or use of any owned, hired and/or non-owned vehicles. The limits of auto liability shall be the same as required in the Commercial General Liability section. The District shall also be named as an additional insured under the policy.

(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 ten percent (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:

Raytown C-2 School District
6608 Raytown Road
Raytown, MO 64133

19. COSTS

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

APPENDIX B

INFORMATION SHEET

Name of Respondent	
Primary Contact	
Title	
E-mail	
Telephone	
Number of Employees	
Ownership Structure / Form of Business	
Ownership Structure	
Address	

INTERVIEW OUTLINE

The following are anticipated items and questions for respondent to consider:

- Again, highlight your knowledge of the Raytown C-2 School District & their projects
- How will your firm handle and manage multiple projects?
- Please describe the process in which bid packages will be handled, and where and how they will be advertised.
- Please describe the process for qualifying or disqualifying contractors that submit bids.
- What does your firm do to ensure a minimum number of change order requests?
- Please describe your processes and guidelines to ensure safety during construction.
- Please discuss the process to ensure budget adherence.
- Do you feel that CMaR is the right approach to these projects? Why? Why not?
- Why does your Firm want to act as a construction manager at-risk for these projects?
- Questions & Answers