



UNIFIED SCHOOL DISTRICT NO. 500

RFQ/P No. 22-022

**REQUEST FOR STATEMENT OF QUALIFICATIONS AND REQUEST FOR PROPOSAL
FOR CONSULTING SERVICES FOR DEVELOPMENT OF FACILITIES MASTER PLAN**

Schedule*

Request for Qualifications/Proposals Issued:October 21, 2022
Deadline for Firms to Submit Questions:October 28, 2022 @ 5:00 PM
District to Respond to Questions:November 2, 2022
Deadline for Submittal of Responses:November 11, 2022 @ 11:00 AM

*Subject to change

REQUEST FOR STATEMENT OF QUALIFICATIONS AND REQUEST FOR PROPOSAL FOR CONSULTING SERVICES FOR DEVELOPMENT OF FACILITIES MASTER PLAN

1. BACKGROUND

Unified School District No. 500 ("**District**") is an urban district located in Wyandotte County, Kansas, with an enrollment of approximately 20,000 students in twenty-eight (28) elementary schools, seven (7) middle schools, and five (5) high schools. An additional number of students participate in alternative schools and adult education classes.

The District is requesting the submission of statement of qualifications and proposal ("**RFQ/P**") from qualified firms, partnerships, corporations, associations, persons, or professional organizations ("**Firm(s)**") to develop a Facilities Master Plan to assist the District in extensive short-and long-term facilities planning for its programs and school sites, as further set forth herein.

"**Firm**" includes any companies (including partnerships, corporations, or sole proprietorships) that the Firm has acquired an ownership interest in (in whole or in part) or merged with during the past five (5) years.

2. GENERAL INFORMATION

Firms that intend to submit a response to the RFQ/P ("**Response(s)**") must be:

- Insured; and
- Licensed professional

The District reserves the right to contract with any or multiple Firms, to reject any Response to this RFQ/P as non-responsive, and not to contract with any Firm for the services described herein.

3. INSTRUCTIONS

Responses. Interested Firms must submit a total of six (6) copies of your **Response (one marked "Original")** in a sealed envelope marked "**RFQ/P#22-022 - Development of Facilities Master Plan - [Firm Name]**" addressed to:

**Unified School District No. 500
Attn: Wayne Correll, Director of Purchasing
2010 N. 59th Street, Room 370
Kansas City, Kansas 66104**

ALL RESPONSES MUST BE RECEIVED NO LATER THAN 11:00 AM (Central) on November 11, 2022. No corrected or resubmitted Responses will be accepted after the above deadline. **Any Responses submitted after the deadline will be deemed non-responsive and will not be opened.**

4. QUESTIONS

Questions. Questions regarding this RFQ/P shall be directed to Wayne Correll by email at wayne.correll@kckps.org ("**Point of Contact**"). **All questions must be submitted by 2:00 PM on October 28, 2022 @ 5:00 PM Central.** Specify "**RFQ/P#22-022 Questions - Development of Facilities Master Plan - [Firm Name]**" in the subject line. Responses to all questions received will be posted on the District's website by addendum by November 2, 2022.

Questions via phone calls, or other modes of communication other than e-mail or through the online portal, will not be considered and may be grounds for disqualification.

5. MANDATORY QUIET PERIOD

From the date of issuance until the RFQ/P process is completed, any interested Firm and/or their agent or representative, shall not communicate with any District administrator, staff member, member of the Board of Education, or District consultant regarding this RFQ/P. All communications must be transmitted to the Point of Contact named herein. Any interested Firms violating the communications prohibition may be disqualified at the District's discretion.

6. SCOPE OF SERVICES & QUALIFICATIONS

The District intends to select one (1) Firm based on qualifications and demonstrated competence, to provide the services described as follows, and more fully described In Attachment 2 to the form of Agreement for Consulting Services for Development of a Facilities Master Plan attached hereto as Attachment 1 ("**Agreement**") (collectively, "**Services**"). Generally, the successful Firm shall perform the following Services, as further detailed in the Agreement:

- 6.1. Assessing and identifying the current condition and suitability of District Facilities in coordination with district demographer – RSP & Associates, based on
 - 6.1.1. Current classroom capacities
 - 6.1.2. Surveys and inspections of existing District Facilities
 - 6.1.3. Safety and security assessments
 - 6.1.4. Assessments of space and programming needs
- 6.2. Assessing general demographic trends (including housing markets) to estimate
 - 6.2.1. Enrollment projections
 - 6.2.2. Future classroom capacities
 - 6.2.3. School consolidation and Site Utilization Analyses
- 6.3. Identifying specific improvements for existing facilities to implement student-focused learning which:
 - 6.3.1. Support and enhance the teaching and learning environment
 - 6.3.2. Maximize efficient use of District Facilities
 - 6.3.3. Advance student skills in varied aspects of student education and training
 - 6.3.4. Enhance extracurricular activities
- 6.4. Creating and establishing a framework for engaging stakeholders for proposed improvements to improve student learning.
- 6.5. Identifying proposed improvements and incorporating those proposed projects for short-term, mid-term, and long-term plans. The Firm must include a cost/benefit analysis for each improvement including remodeling, change in use, new construction, and site acquisition.
- 6.6. For all proposed improvements, identifying all possible sources of District funding and assistance at local, state, and federal levels. The Firm must also list costs of current and ongoing District Facilities, programs, and projects. The Firm must also project future District Facilities costs.
- 6.7. Creating and implementing methods for updating the District's Facilities Master Plan from time to time.

7. CONTENT OF RESPONSES

Each Firm's Response must be consecutively numbered on each page and must Include the following information, using the following outline structure, except as may be otherwise directed. The Firm's Response shall be no longer than seventy-five (75) **pages**, inclusive of resumes, forms, and pictures, and tabbed according to the numbering system reflected below. Responses must be concise, well organized,

and demonstrate the Firm's qualifications, and shall be formatted as outlined below.

- 7.1. Letter of Interest.** A dated Letter of Interest must be submitted, including the legal name of the Firm(s), address, telephone, and fax numbers, and the name, title, and signature of the person(s) authorized to submit the Response on behalf of the Firm. The Letter of Interest should provide a brief statement of Firm's experience indicating the unique background and qualities of the Firm, its personnel, and its sub-consultants, and what will make the Firm a good fit for work in the District.
- 7.2. Table of Contents.** A table of contents of the material contained in the Response should follow the Letter of Interest.
- 7.3. Executive Summary.** The executive summary should contain an outline of the Firm's approach, along with a brief summary of the Firm's qualifications.
- 7.4. Proposed Personnel/Firm Team.** Include resumes of key personnel who would be performing Services for the District. Specifically, define the role of each person and outline his or her individual experience and responsibilities. Indicate personnel who will serve as primary contact(s) for the District. Indicate Firm's and personnel's availability to provide the Services.
- 7.5. Firm Information.** Provide a comprehensive description of the Facilities Master Planning services offered by Firm. The description should include the following:
 - 7.5.1. Provide a brief history of the Firm, and, if a joint venture, of each participating entity. Identify legal form, ownership, and senior officials of company(ies). Describe number of years in business and types of business conducted.
 - 7.5.2. Provide Firm's contact information and email address to send Firm notifications pursuant to this RFO/P.
 - 7.5.3. Describe in detail all services provided by the Firm and describe how the Firm intends to accomplish the Services.
 - 7.5.4. Describe the Firm's philosophy and how the Firm will work with the District staff to perform the Services.
 - 7.5.5. Provide a statement of the Firm's financial resources and insurance coverage. Include a certification of correctness of the Firm's statement of financial resources.
 - 7.5.5.1. Provide a statement of ALL claims filed against the Firm in the past **five (5) years**. Briefly indicate the nature of the claim and the resolution, if any, of the claims.
 - 7.5.5.2. Include letters of reference or testimonials, if available. The Firm should limit letters of references or testimonials to no more than ten (10).
 - 7.5.5.3. Indicate ongoing commitment to professional education of staff, total number of permanent employees, and any other data that may assist the District in understanding the Firm's qualifications and expertise.
- 7.6. Legal Issues.**
 - 7.6.1. Have any of the Firm's contracts to provide services similar to the Services in this RFO/P

been terminated for cause within the past five (5) years? If so, please describe why the contract was terminated for cause.

7.6.2. Is there now pending against the Firm, or any of its employees, any legal action in connection with any services provided by the Firm similar to the Services in this RFO/P? If so, please describe such pending action.

7.6.3. Have there been any settlements or judgments involving such actions? If so, please describe each settlement or judgment, including the nature of the action and the amount of recovery.

7.6.4. Has the Firm, or any of its employees, ever been subject to litigation or an administrative enforcement action in connection with services provided by the Firm similar to the Services in this RFO/P? If so, please describe each such action, including its status.

7.7. Prior Relevant Experience.

7.7.1. Depending upon the scope of work, respondent may be required to assist the District in working with various outside governmental agencies, in particular, but not limited to the applicable City or County Planning Commissions, the regional air quality control district, the Kansas Department of Health & Environment, the Kansas State Board of Education, the the Kansas Historical Society, and the Kansas Department of Education. Please discuss all experience with each of these agencies.

7.7.2. Identify established methods and approaches utilized by your Firm to successfully meet deadlines and provide examples demonstrating effective use of stated methods and approaches.

7.7.3. Identify ALL K-12 projects performed by the Firm in the past **five (5) years**. Limit response to no more than the **ten (10) MOST RECENT** projects. Identify how your Firm handled challenges to developing Facilities Master Plans for other K-12 districts. Please include the name of the district, contact person, contact information, a description of services provided, and dollar value of each project.

7.8. Additional Data. Provide additional information about the Firm as it may relate to Firm's Response. This can include letters of reference or testimonials.

7.9. Conflicts of Interest. If applicable, provide a statement of any recent, current, or anticipated contractual obligations that relate in any way to similar work, or Services, or the District that may have a potential to conflict with the Firm's ability to provide the Services described herein to the District. Firms cannot submit, propose, bid, contract, sub- contract, consult, or have any other economic interests in the projects to which the Firm may provide Services.

7.10. Compensation.

7.10.1. **Fee Proposal.** The District is interested in achieving fees that are both in line with specific services provided and are comparable to those paid by other school districts in similar transactions. The Firm must provide a not-to-exceed fixed fee to perform the Services. The Firm shall provide detailed information on typical billing practices (i.e. lump sum, percentage-based, other), including reimbursable cost categories and hourly billing rates, by position, for additional services.

7.10.2. **Fee Schedule.** Please also provide a current fee schedule that the Firm would charge or bill for the Services, including hourly rates for the Firm's team in the event that District wishes to expand the Scope of Services.

7.10.3. **Additional Costs.** Identify any additional fees, costs, expenses, or reimbursable fees for which Firm would be seeking compensation that are not included in the scope of Services.

7.11. **Form of Agreement.** The form of Agreement attached hereto as Attachment 1 has been adapted for this RFQ/P. The Agreement includes an indemnification provision. **Please indicate with specificity in Firm's Response if Firm has any comments or objections to the Agreement. PLEASE NOTE: The District will not consider any substantive changes to the Agreement if they are not submitted with Firm's Response.**

8. DISTRICT'S EVALUATION / SELECTION PROCESS

8.1 The District intends to select one Firm to perform the Services – but reserves the right to select more than one Firm, or none – that best meet(s) the District's needs to perform the Services, or any component thereof. Any award of a contract will be subject to approval by the District's Board of Education. The District will award a contract to the Firm(s) that demonstrates the ability deemed best by the District to provide the Services, or any part thereof, at the best value to the District based upon, without limitation, the Firm's past experience, performance information, technical expertise, team experience, approach to the Services, resumes of proposed personnel, proposed revisions to the Agreement and other relevant criteria.

8.1.1 The following factors will be considered by the District in the evaluation of proposals (Total Possible Score: 100 Points):

Cost/Fee	30 Points
Proposed Methodology	25 Points
Project Team	15 Points
<u>Facilities Assessment Expertise, past performance and experience</u>	<u>30 Points</u>
Total:	100 Points

9. TERMS AND CONDITIONS

9.1. The District reserves the right to contract with any Firm responding to this RFQ/P for all or portions of the Services, to reject any Response as non-responsive, and not to contract with any Firm for the Services described herein, or any part thereof. The District reserves the right to select any Firm(s) or no Firm. The District makes no representation that participation in the RFQ/P process will lead to an **award** of contract or any consideration whatsoever. The District reserves the right to seek Responses from, or to contract with, any Firm not participating in this process. The District shall in no event be responsible for the cost of preparing any Response in response to this RFQ/P.

9.2. Responses to this RFQ/P will become the property of the District and subject to the Kansas Open Records Act (KORA), KSA 45-215, et. seq. Those elements in each response that are trade secrets or otherwise exempt by law from disclosure and which are prominently marked as "TRADE SECRET," "CONFIDENTIAL," or "PROPRIETARY" may not be subject to disclosure. The District shall not be liable or responsible for the disclosure of any such records including, without limitation, those so marked if disclosure is deemed to be required by law or by an order of the Court. A Firm that indiscriminately identifies all or most of its response as exempt from disclosure without justification may be deemed non-responsive. In the event the District is required to defend an action on a KORA request for any of the contents of a response marked "TRADE SECRET,"

"CONFIDENTIAL," or "PROPRIETARY" the Firm agrees, by submission of its response for the District's consideration, to defend and indemnify the District from all costs and expenses, including attorneys' fees, in any action or liability arising under KORA.

- 9.3. Issuance of this RFQ/P does not commit the District to award a contract for Services or to pay any costs incurred with the preparation of a Response. Firms should note that the execution of any contract pursuant to this RFQ/P is dependent upon either the issuance of a request for proposals to the established pool and/or a successful negotiation of terms and fees, as well as approval by the District's County Administrator.
- 9.4. The selected Firm(s) and each of its (their) sub-consultants and/or co-venture partners, shall comply with all applicable federal and Kansas laws, including, but not limited to, Title VII of the Civil Rights Act of 1964, as amended, Executive Orders 11246, 11375, and 12086, the Kansas Fair Employment Practices Act, and any other applicable federal and state laws and regulations hereinafter enacted, including the Federal Americans with Disabilities Act (ADA). Firms shall be responsible for establishing and implementing an ADA program within the Firm's workplace. Firms shall not discriminate against any prospective or active employee based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The selected respondent shall cause the above provisions to be inserted in all subcontracts for any work covered by this RFQ/P so that such provisions will be binding upon each sub-consultant.
- 9.5. Prior to contract execution, proof of all insurances at the levels specified in the specific contract will be required. The District reserves the right to amend this RFQ/P by means of addenda.
- 9.6. In the event the Firm is asked to attend an Interview, it is mandatory that the proposed primary contact and a principal of the Firm, with the authority to enter into binding contracts with the District, attend the interview. The District is not responsible for any costs the Firm may incur in the preparation of the Response, interview, or selection process.

**ATTACHMENT 1 – FORM AGREEMENT
UNIFIED SCHOOL DISTRICT NO 500 INDEPENDENT CONTRACTOR AGREEMENT FOR
CONSULTING SERVICES FOR DEVELOPMENT OF FACILITIES MASTER PLAN (Draft)**

This Consultant Retainer Agreement for Consulting Services for Development of Facilities Master Plan ("Agreement") is made and entered as of the _____ day of _____, 2022 ("Effective Date") by and between Unified School District No. 500, a Kansas public school district located in Wyandotte County, Kansas ("District"), and [Insert Name of Consultant] ("Consultant"). District and Consultant may be individually referred to herein as a "Party" or collectively referred to as "Parties".

RECITALS

WHEREAS, District is in need of consulting services for development of Facilities Master Plan as further set forth in **Attachment 2**, attached hereto and incorporated herein, and is seeking the professional services of Consultant; and

WHEREAS, District is authorized to contract with and employ any persons for the furnishing of special services and advice in financial, economic, accounting, engineering, legal or administrative matters, if those persons are specially trained and experienced and competent to perform the special services required; and

WHEREAS, Consultant warrants that it is specially trained, licensed, experienced, and competent to perform the community outreach services required by the District; and

NOW, THEREFORE, the Parties agree as follows:

AGREEMENT

1. **Services.** The Consultant shall furnish to the District the services as described in **Attachment 2** attached hereto and incorporated herein by this reference ("Services" or "Work").

2. **Term.** The "Term" of this Agreement shall be for _____ year(s) from the Effective Date. Unless earlier terminated by either Party as indicated herein, the Term may only be extended by a separate writing executed by both Parties and upon approval by the District's Board of Education ("Board").

3. **Submittal of Documents.** Consultant shall not commence the Work under this Agreement until the Consultant has submitted and the District has approved the certificate(s) and affidavit(s), the endorsement(s) of insurance required as indicated below and until a notice to proceed has been issued by the District:

- Signed Agreement
- Workers' Compensation Certificate
- Insurance Certificates & Endorsements
- W9 Form

4. **Compensation.** District agrees to pay the Consultant for Services satisfactorily rendered pursuant to this Agreement in accordance with the Fees as described in **Attachment 3**, attached hereto, and incorporated herein by this reference ("Fees"). The payments specified in **Attachment 3** shall be the only payments to be made to Consultant for Services rendered pursuant to this Agreement. Consultant shall submit all invoices for Services to the District in the manner specified in **Attachment 3**.

5. **Independent Contractor.** Consultant, in the performance of this Agreement, shall be and act as an independent contractor. Consultant understands and agrees that Consultant and Consultant's employees shall not be considered officers, employees, agents, partners, or joint ventures of the District, and are not entitled to benefits of any kind or nature normally provided to employees of the District and/or to which District's employees are normally entitled, including, but not limited to, State Unemployment Compensation or Worker's Compensation. Consultant shall assume full responsibility for payment of all federal, state, and local taxes or contributions, including unemployment insurance, social security, and income taxes with respect to Consultant 's employees.

6. **Materials.** Consultant shall furnish, at his/her own expense, all labor, materials, equipment, supplies and other items necessary to complete the Services to be provided pursuant to this Agreement.

7. **Authority.** District represents that it has the full right, power, and authority to execute this Agreement and to consummate the transactions as contemplated herein, and to perform the District's obligations hereunder. Consultant warrants that it is specially trained, licensed, experienced, and competent to perform the consulting services required by the District.

8. **Standard of Care.** Consultant shall perform and require its subcontractors to perform the Services in accordance with the Agreement: (i) using recognized industry standards and professional skill, care, diligence, and judgment adhered to by firms recognized for their expertise, experience, and knowledge in performing the same type of Services elsewhere; and (ii) acting with due care and in accordance with applicable law, code, rule and/or regulation. Consultant shall be responsible for the professional quality, technical accuracy, completeness, and coordination of the Services, it being understood that the District relies upon such professional quality, accuracy, completeness, and coordination by Consultant in performing the Services.

8.1. Consultant hereby represents that it has made the necessary commitment, that it possesses the necessary professional capabilities, qualifications, licenses, skilled personnel, experience, expertise, and financial resources, and it has available and will provide the necessary equipment, materials, tools, and facilities to perform the Services in an efficient, professional, and timely manner in accordance with the terms and conditions of the Agreement.

8.2. Consultant shall ensure that any individual performing work under the Agreement, requiring a Kansas license, shall possess the appropriate license required by the State of Kansas. All personnel shall have sufficient skill and experience to perform the work assigned to them. All of the foregoing shall be referred to herein as the "Standard of Care."

8.3. If any Services provided by Consultant are deficient because of Consultant's failure to perform the Services in accordance with the Standard of Care, District shall give notice of such deficiencies to Consultant. District thereafter may:

8.3.1. Have Consultant re-perform such Services at Consultant's own expense; or

8.3.2. Have such Services performed, in accordance with the section entitled Termination herein, by others and the costs thereof charged to and collected from Consultant.

8.3.3. Corrected or re-performed Services shall be subject to the Standard of Care.

8.3.4. District shall have the right, in its absolute discretion, to require the removal of Consultant's personnel at any level assigned to perform the Services (including any personnel of any subcontractor), if District considers such removal necessary in its best interests and requires such removal in writing. Such personnel shall be promptly removed by Consultant at no cost or expense to District. Further, any person

who is removed from performance on the Services for any reason shall not be re-assigned to any other Services. Consultant shall replace any removed person with a qualified person acceptable to the District.

9. **Originality of Services.** Consultant agrees that all technologies, formulae, procedures, processes, methods, writings, ideas, dialogue, compositions, recordings, teleplays, and video productions prepared for, written for, or submitted to the District and/or used in connection with this Agreement, shall be wholly original to Consultant and shall not be copied in whole or in part from any other source, except that submitted to Consultant by the District as a basis for such services.

10. **Copyright/Trademark/Patent.** Consultant understands and agrees that all matters produced under this Agreement shall become the property of the District and cannot be used without the District's express written permission. The District shall have the right to use any analyses, reports, data, or other documents produced and delivered to the District free from any restrictions and fees in reproduction, display, or use. Consultant consents to the use of Consultant's name in conjunction with the sale, use, performance, and distribution of the matters, for any purpose and in any medium.

11. **Audit.** Consultant shall establish and maintain books, records, and systems of account, in accordance with generally accepted accounting principles, reflecting all business operations of Consultant transacted under this Agreement. Consultant shall retain these books, records, and systems of account during the Term of this Agreement and for five (5) years thereafter. Consultant shall permit the District, its agents, other representatives, or an independent auditor to audit, examine, and make excerpts, copies, and transcripts from all books and records, and to make audit(s) of all billing statements, invoices, records, and other data related to the Services covered by this Agreement. Audit(s) may be performed at any time, provided that the District shall give reasonable, prior written notice to Consultant and shall conduct audit(s) during Consultant's normal business hours, unless Consultant otherwise consents. If the Agreement involves the expenditure of public funds in excess of ten thousand dollars (\$10,000), the Agreement shall be subject to examination and audit by the State Auditor for a period of three (3) years after final payment. The audit shall be confined to those matters connected with the performance of the Agreement, including, but not limited to, the costs of administering the Agreement.

12. **Termination.**

12.1. **Termination for Convenience.** The District may, at any time, with or without reason, terminate this Agreement. Upon this termination, the District shall only be obligated to compensate Consultant for Services satisfactorily rendered to the date of termination. Written notice by the District shall be sufficient to stop further performance of Services by Consultant. Notice shall be deemed given when received by the Consultant or no later than three (3) calendar days after the date of mailing, whichever is sooner.

12.2. **Termination for Cause.** Either party may terminate this Agreement upon twenty (20) calendar days written notice if the other party materially breaches this Agreement and fails to cure the breach within the 20-day notice period. In addition to any other rights or remedies that the District may have, if the District terminates under this subsection, Supplier must reimburse the District for the increased costs incurred by the District for replacement services and deliverables. Cause shall include:

12.2.1. Material violation by Consultant of the Agreement or Request for Qualifications/Proposals for Consulting Services for Facilities Master Plan issued by the District on [Date]; or

12.2.2. Any negligent act, error or omission by Consultant exposing the District to liability to others for personal injury or property damage; or

12.2.3. Consultant is adjudged bankrupt, Consultant makes a general assignment for the benefit of creditors, or a receiver is appointed on account of Consultant's insolvency.

12.3. **Effect of Termination.** Termination of this Agreement is without prejudice to any other right or remedy of the parties. Termination of this Agreement for any reason does not release either party from any liability which, at the time of termination, has already accrued to the other party, or which may accrue in respect of any act or omission before termination or from any obligation which is expressly stated to survive the termination.

Upon termination or expiration of this Agreement, Consultant will return District-Owned Property to locations designated by the District within ten (10) calendar days after the effective date of termination or expiration and invoice the District for any final amounts due within thirty (30) calendar days after the effective date of termination or expiration.

13. **Indemnification.** To the extent allowed by law, Consultant shall defend, indemnify, and hold harmless the District, its agents, representatives, officers, employees, board of, and volunteers ("the Indemnified Parties") from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity ("Claim"), including, without any limitation whatsoever, to property or persons, including personal injury and/or death, to the extent that the Claim arises out of, pertains to, or relates to the negligent acts, errors, omissions, or willful misconduct of Consultant, its officials, officers, employees, subcontractors, or agents directly or indirectly arising out of, connected with, or resulting from the performance of the Services or this Agreement, including without limitation the payment of all consequential damages.

14. **Conflict of Interest.**

14.1. Consultant represents that it will disclose to the District, in writing, any prior relationships or present relationships that present, or appear to present, a conflict with the Services.

14.2. The final determination of whether a conflict or potential conflict of interest exists shall be made entirely by the District.

14.3. Consultant expressly represents and warrants that it is unaware of any such conflicts as of the Effective Date of this Agreement.

15. **Insurance.**

15.1. Consultant shall procure and maintain, at all times it performs any portion of the Services, the following insurance with minimum limits equal to the amount indicated below and which shall cover Services performed and actions taken related to this Agreement by Consultant and/or its employees, agents, and consultants.

15.1.1. **Commercial General Liability and Automobile Liability Insurance.** Commercial General Liability Insurance and Automobile Liability Insurance that shall protect the Consultant and District from all claims of bodily injury, property damage, personal injury, death, advertising injury, and medical payments arising performing any portion of the Services.

15.1.2. **Workers' Compensation and Employers' Liability Insurance.** Workers' Compensation Insurance and Employers' Liability Insurance for all of its employees performing any portion of the Services.

15.1.3. **Professional Liability (Errors and Omissions).** Professional Liability (Errors and Omissions) Insurance as appropriate to Consultant's profession.

16. **Insurance Requirements.**

Type of Coverage	Minimum Requirement
Commercial General Liability Insurance , including Bodily Injury, Personal Injury, Property Damage, Advertising Injury, and Medical Payments Each Occurrence General Aggregate	 \$1,000,000 \$1,000,000
Automobile Liability Insurance Each Occurrence General Aggregate	 \$ 1,000,000 \$1,000,000
Professional Liability	\$1,000,000
Workers' Compensation	Statutory Limits
Employers' Liability	\$1,000,000

16.1. **Proof of Carriage of Insurance.** Consultant shall not commence performing any portion of the Services until all required insurance has been obtained and certificates indicating the required coverages have been delivered in duplicate to the District and approved by the District. Certificates and insurance policies shall include the following:

16.1.1.A clause stating: "This policy shall not be canceled or reduced in required limits of liability or amounts of insurance until notice has been mailed to District, stating date of cancellation or reduction. Date of cancellation or reduction shall not be less than thirty (30) days after date of mailing notice."

16.1.2. Language stating in particular those insured, extent of insurance, location and operation to which insurance applies, expiration date, to whom cancellation and reduction notice will be sent, and length of notice period.

16.1.3. An endorsement stating that the District is named as an additional insured under all policies except Workers' Compensation Insurance, Professional Liability, and Employers' Liability Insurance. An endorsement shall also state that Consultant's insurance policies shall be primary to any insurance or self-insurance maintained by the District.

16.1.4. All policies shall be written on an occurrence form, except for Professional Liability which shall be on a claims-made form.

16.2. **Acceptability of Insurers.** Insurance is to be placed with insurers with a current **A.M.** Best's rating of no less than A: VII, unless otherwise acceptable to the District. The District may waive or otherwise modify, in writing, any requirement, coverage, or coverage limit(s) required in Paragraphs 15.1 and 15.2, in its sole discretion.

17. **Interaction with the Media and the Public.** Consultant shall promptly refer all inquiries from the news media or public to the District. Consultant shall not make any statements to the media or the public relating to the Services, unless both of the following occur: (1) the statement(s) are authorized in advance by the District; and (2) the statement(s) are necessary to perform the consulting Services required by this Agreement. If Consultant receives a complaint from a citizen or the community, Consultant shall promptly inform the District about what action was taken to alleviate the complaint.

18. **Taxes.** Consultant shall be liable and solely responsible for paying all required taxes and other obligations, including but not limited to federal and state income taxes and social security taxes payable in connection with the Services and this Agreement. Consultant agrees to release, indemnify, defend, and hold the District harmless from and against any worker's compensation or any tax liability which the District may incur to any Federal or State governments with jurisdiction as a consequence of this

Agreement. All payments made to Consultant may be reported to the Internal Revenue Service.

19. **Assignment.** This Agreement is a personal services agreement. Consultant shall not assign any of its rights or obligations under this Agreement, or any portion of this Agreement voluntarily to any third party without the prior written consent of the District, and any purported assignment without prior written consent of the District shall automatically terminate this Agreement.

20. **Confidentiality.** All data produced or compiled by Consultant shall be considered confidential unless it can be obtained as public record and shall not be shared with a third party without the prior written consent of the District. All financial, statistical, personal, technical, and other data and information relating to the Agreement or District's operations, which is made available to the Consultant, in order to carry out this Agreement shall be presumed to be confidential. Consultant and Consultant's agents, personnel, employee(s), official(s), officer(s), and/or subcontractor(s) shall maintain the confidentiality of all information received in the course of performing the Services and shall protect the data and information from unauthorized use and disclosure. Consultant shall not, however, be required by this section to keep confidential any data or information which is, or becomes, publicly available, is already rightfully in the Consultant's possession, is independently developed by the Consultant outside the scope of the Agreement or is rightfully obtained from third parties. Consultant's obligation to maintain confidentiality shall extend beyond the termination of this Agreement.

21. **Compliance with Laws.** Consultant shall observe and comply with all rules and regulations of the Board of the District and all federal, state, and local laws, ordinances, and regulations. Consultant shall give all notices required by any law, ordinance, rule, and regulation relating to performance of the Services as indicated or specified. If Consultant observes that any of the Services required by the Agreement is at variance with any laws, ordinance, rules or regulations, Consultant shall notify the District, in writing, and, at the sole option of the District, any necessary changes to the scope of Work shall be made and the Agreement shall be amended in writing or terminated effective upon Consultant's receipt of a written termination notice from the District. If Consultant performs any work that is in violation of any laws, ordinances, rules, or regulations, without first notifying the District of the violation, Consultant shall bear all costs arising therefrom.

22. **Permits/Licenses.** Consultant and Consultant's employees or agents shall secure and maintain in force such permits and licenses as are required by law in connection with performance of the Services.

23. **Anti-Discrimination.** It is the policy of the District that in connection with all work performed under contracts there be no discrimination against any employee engaged in the work because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status and therefore the Consultant agrees to comply with applicable Federal and laws of the State of Kansas. In addition, the Consultant agrees to require like compliance by its subcontractor(s).

24. **District's Evaluation of Consultant and Consultant's Employees and/or Subcontractors.** The District may evaluate Consultant in any manner which is permissible under the law. The District's evaluation may include, without limitation:

24.1. Requesting that District employee(s) evaluate Consultant and Consultant's employees and subcontractors and each of their performance.

24.2. Announced and unannounced observance of Consultant, Consultant's employee(s), and/or subcontractor(s).

25. **Limitation of District Liability.** Other than as provided in this Agreement, the District's financial

obligations under this Agreement shall be limited to the payment of the compensation provided in this Agreement. Notwithstanding any other provision of this Agreement, in no event shall the District be liable, regardless of whether any claim is based on contract or tort, for any special, consequential, indirect, or incidental damages, including, but not limited to, lost profits or revenue, arising out of, or in connection with, this Agreement for the services performed in connection with this Agreement.

26. **Disputes:** In the event of a dispute between the Parties as to performance of Services, Agreement interpretation, or payment, the Parties shall first attempt to resolve the dispute by negotiation and/or mediation. Pending resolution of the dispute, Consultant shall neither rescind the Agreement nor stop Work.

27. **Fees and Expenses.** If either Party institutes legal action to enforce its rights under this Agreement, the prevailing Party will be entitled to recover its reasonable attorneys' fees and other costs so incurred.

28. **Notice.** Any notice required or permitted to be given under this Agreement shall be deemed to have been given, served, and received if given in writing and either personally delivered or deposited in the United States mail, registered, or certified mail, postage prepaid, return receipt required, or sent by overnight delivery service, or facsimile transmission, or via email transmission, addressed as follows:

District

Unified School District No. 500
Attn: Director of Purchasing
2010 N. 59th Street, Room 370
Kansas City, KS 66104
Email: wayne.correll@kckps.org

Consultant

ATTN: [Insert Name) [Insert Name of Consultant] [Insert Street Address]
[Insert City, State, and ZIP Code) Telephone: [Insert Number] Facsimile: [Insert Number]
E-mail: [Email]

Any notice personally given or sent by facsimile transmission shall be effective upon receipt. Any notice sent by overnight delivery service, facsimile transmission, or email transmission shall be effective the next business day following delivery thereof as documented by the overnight delivery service. Any notice given by mail shall be effective three (3) days after deposit in the United States mail.

29. **Integration/Entire Agreement of Parties.** This Agreement constitutes the entire agreement between the Parties and supersedes all prior discussions, negotiations, and agreements, whether oral or written. This Agreement may be amended or modified only by a written instrument executed by both Parties.

30. **Governing Law.** This Agreement and the rights and obligations of the parties are governed by the laws of the State of Kansas, without regard to any conflict of laws principles.

31. **Waiver.** The waiver by either Party of any breach of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant, condition, or any subsequent breach of the same or any other term, covenant, or condition herein contained.

32. **Severability.** If any term, condition, or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired, or invalidated in any way.

33. **Authority to Bind Parties.** Neither Party, in the performance of any and all duties under this Agreement, except as otherwise provided in this Agreement, has any authority to bind the other to any agreements or undertakings.

34. **Captions and Interpretations.** Paragraph headings in this Agreement are used solely for convenience and shall be wholly disregarded in the construction of this Agreement. No provision of this Agreement shall be interpreted for or against a Party because that Party or its legal representative drafted such provision, and this Agreement shall be construed as if jointly prepared by the Parties.

35. **Calculation of Time.** For the purposes of this Agreement, " days" refers to calendar days unless otherwise specified.

36. **Signature Authority.** Each Party has the full power and authority to enter into and perform this Agreement, and the person signing this Agreement on behalf of each Party has been properly authorized and empowered to enter into this Agreement.

37. **Counterparts.** This Agreement and all amendments and supplements to it may be executed in counterparts, and all counterparts together shall be construed as one document.

38. **Contractual Provisions Attachment.** The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract, and made a part thereof.

39. **Incorporation of Recitals and Attachments.** The Recitals and each Attachment attached hereto are hereby incorporated herein by reference.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date indicated below.

UNIFIED SCHOOL DISTRICT NO. 500

[INSERT NAME OF CONSULTANT]

By: _____
Name: Randy Lopez
Title: President – Board of Education
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENT 2

Scope of Services

1. **Services:** Consultant agrees to exercise reasonable effort and due diligence to achieve the purposes of this Agreement and shall perform Consulting Services or Work, including:

- Assess and identify the current condition and suitability of District Facilities (See Attached Building List), based on
 - Current classroom capacities
 - Surveys and inspections of existing District Facilities
 - Safety and security assessments
 - Assessments of space and programming needs
- Assess general demographic trends (including housing markets) to estimate
 - Enrollment projections
 - Future classroom capacities
 - School consolidation and Site Utilization Analyses
- Identify specific improvements for existing facilities to implement student-focused learning which:
 - Supports and enhance the teaching and learning environment
 - Maximizes efficient use of District Facilities
 - Advances student skills in varied aspects of student education and training
 - Enhances extracurricular activities
- Create and establish a framework for engaging stakeholders for proposed improvements to improve student learning.
- Identify proposed improvements and incorporate those proposed improvements for short-term, mid-term, and long-term plans. The Consultant must include a cost/benefit analysis for each improvement including remodeling, change in use, new construction, and site acquisition.
- For all proposed improvements, identify all possible sources of District funding and assistance at local, state, and federal levels. The Consultant must also list costs of current and ongoing District Facilities, programs, and projects. The Consultant must also project future District Facilities costs.
- Create and implement methods for updating the District's Facilities Master Plan from time to time.

2. **Additional Services:** Should the District require additional services not specifically identified within the terms of this Agreement ("Additional Services"), said Additional Services shall be subject to negotiation of fees and shall be described in a written amendment duly approved and executed by the Parties.

	Built	Bldg SF
High School		1,042,682
Harmon High School	1973	193,500
Schlagle High School	1973	198,500
Sumner Academy	1939	139,982
Washington High School	1931	214,700
Wyandotte High School	1936	296,000

Middle School		840,151
Argentine Middle School	1930	136,900
Arrowhead Middle School	1961	73,700
Carl B. Bruce Middle School	2020	130,874
Central Middle School	1915	118,500
Eisenhower Middle School	1973	123,800
Gloria Willis Middle School	2019	125,577
Rosedale Middle School	1927	130,800

Alternative		48,185
Alfred Fairfax Academy	1924	26,450
Bridges (10th st)	1959	26,935
Fairfax (9th St.)	1971	21,250

Elementary School		1,397,948
Banneker Elementary	1972	52,900
Bethel Elementary	1956	21,200
Caruthers Elementary	1962	59,200
Claude Huyck Elementary	1965	32,354
Douglass Elementary	1963	57,000
Emerson Elementary**	1959	24,600
Eugene Ware Elementary**	1949	27,475
Frances Willard Elementary	1956	52,700
Frank Rushton	2016	63,015
Grant Elementary	1956	40,861
Hazel Grove Elementary	2013	70,368
John F. Kennedy Elementary	1965	45,700
John Fiske Elementary	1983	42,556
Lindbergh Elementary**	1950	31,479
Lowell Brune	2020	72,004
Mark Twain Elementary	2013	45,920
Mckinley Elementary	2014	42,035
ME Pearson Elementary**	1975	63,000
New Chelsea Elementary	2000	56,413
New Stanley Elementary**	1923	20,600
Noble Prentis Elementary	1949	22,065
Parker Elementary	1939	30,192
Quindaro Elementary	1974	55,500
Silver City Elementary	1970	25,000
Stony Point North Elementary	1958	42,155
Stony Point South Elementary	1974	44,000
TA Edison Elementary	1954	44,460
Welborn Elementary	2019	71,036
West Park	2020	70,646
Whittier Elementary	1991	71,514

	Built	Bldg SF
Early Childhood		71,206
Earl Watson ECC	1959	11,796
Morse ECC	1959	14,400
NCO ECC	1987	7,800
KCK ECC	2010	37,210

Support		273,731
Central Office	2010	95,233
North Central Office	1972	131,011
Nutrition Services	2020	21,597
Store room	1968	15,000
Transportation North	1969	9,090
Transportation South	2015	1,800

Athletic		82,233
Art Lawrence Stadium (Harmon)	1973	5,896
Schlagle Stadium (Meadowlark)*	2015	11,050
Schlagle fieldhouse (Parallel)	1980	7,450
Sumner fieldhouse*		11,337
Washington fieldhouse*	1972	19,000
Wyandotte fieldhouse*	1936	27,500

*incl fieldhouse, bleachers, etc.

Grand Total SF All Locations	3,673,903
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ATTACHMENT 3
Fees

1. Fees:

1.1. Consultant's fee shall be calculated as follows:

1.1.1. Consultant shall be compensated at a fixed fee not-to-exceed [Insert Amount] Dollars (**\$XX,XXX**), which shall be invoiced and paid on a monthly basis on the terms as set forth herein.

1.1.2. Hourly Fees

PERSONNEL	HOURLY RATE
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour
[Insert Type of Consultant]	\$ Per Hour

1.1.3. The following items may be billed to the District as reimbursable expenses based on the following rates: [Either "Not Applicable" or identify the specific reimbursable categories and prices]. Reimbursable expenses shall be limited to those expenses identified herein and shall be billed in an amount not to exceed [Insert Amount] Dollars (**\$XX,XXX**) for the duration of the Services.

1.1.4. During the course of providing the Work or Services, Consultant shall invoice the District monthly for payment of Work or Services performed or incurred in the immediate prior month. Within thirty (30) days of receipt of Consultant's invoice, the District will make payment to Consultant of undisputed, invoiced amounts due. The District may withhold or deduct from amounts otherwise due to Consultant hereunder if Consultant shall fail to timely and completely perform material obligations to be performed on its part under this Agreement, with the amounts withheld or deducted being released after Consultant has fully cured such failure of performance, less costs, damages, or losses sustained by the District resulting therefrom.

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 06-12), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the 1st day of October 2022.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due to Lack of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least thirty (30) days prior to the end of its current fiscal year and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to ninety (90) days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year; plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority to Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility for Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.

12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any State of Kansas agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.