

Request for Proposal (RFP) for:

Architectural Work related to Facility Design, Build, and/or Renovation

Valley Center Unified School District No. 262, Sedgwick County, Kansas

Proposal Due Date: March 21, 2022, at 10:00am CST

Deliver One (1) Digital Copy to:

Dr. Mike Bonner, Asst. Superintendent
Valley Center USD 262

mike.bonner@usd262.net

Submit questions on RFP by email no later than 10:00am CST February 28, 2022, to:

Dr. Mike Bonner, Asst. Superintendent
Valley Center USD 262

mike.bonner@usd262.net

District Information

Valley Center USD 262 is a growing school district currently serving more than 3,200 children from the communities of Valley Center, Park City, Kechi, and Wichita. Our location provides a unique opportunity to blend the benefits of a small town with easy access to everything Wichita has to offer.

Our current school configuration includes one PreK-3 building; two K-3 schools; an intermediate school which houses the fourth and fifth grades; a sixth through eighth grade middle school; and a 5A high school. We also have an alternative/virtual school, The Learning Center, which assists students of all ages earn their high school diploma.

The district's 600 employees strive to make the vision, "To Be a Premier School District Known for Excellence in Education, Innovative Instruction, Outstanding Programs, and Dedication to Students" a reality through continual staff development, district-wide strategic planning, and by focusing on what is best for our students.

We are extremely proud of our school community and invite you to partner with us to help all our students enjoy success.

Our buildings range in age from 70 years old to three years old. The original build date for each building is:

Abilene Elementary School	1952
West Elementary	1960
Wheatland Elementary	1992
Valley Center Intermediate School	1957
Valley Center Middle School	1968
Valley Center High School	2011
District Office	2010
Transportation	2011
The Learning Center/Technology	(unknown) District moved in 2008
Maintenance & Grounds	2019

We also have various athletic facilities which include the district stadium, a football and track facility west of VCIS, and baseball and softball facilities.

The district's facilities have been reconfigured and renovated over the years. The district most recent bond projects, totaling nearly \$18 million, began in 2016 and were completed the summer of 2019. These projects included adding classroom and office spaces, safety enhancements including further securing entrances, infrastructure upgrades, and aesthetic enhancements. The district office had an addition built in 2020-2021.

Project Overview

USD 262 is requesting proposals from various architectural firms regarding the services they could provide the district as it plans for addressing various facility needs, including potential additions to current facilities as well as the potential construction of a new school site. We anticipate a need to begin the process of potential bond pre-work including community discussions and planning immediately after BOE approval of the firm which we anticipate on April 11, 2022.

District Tours/Walkthrough

Should firms wish to participate in a district tour in order to assist in preparing their proposal, the district will make staff available on February 24, 2022, from 9:00 am to 12:00 pm; and on February 25, 2022, from 12:00 pm to 3:00 pm. Please contact the District's Director of Maintenance and Grounds, Dan Gentry, at dan.gentry@usd262.net to select a date and time for your tour.

Scope of Desired Services

All proposals will be vetted by district officials and a recommendation will be provided to the USD 262 Board of Education for action. The board reserves the right to reject any and all proposals. The proposal should at a minimum include:

1. Discussion of services the architecture firm would routinely provide during construction projects, including bond construction projects. These services should include planning stages, community outreach, the bidding process for construction, and ultimately the completion of said projects.
2. Discussion of the firm's approach to balancing the desire for aesthetically pleasing designs that help fulfill the mission of the district against the district's limited resources and desire to be fiscally responsible. The leadership team will want to know the steps the architect takes to insure the cost of projects is not excessive and examples of how their designs have lowered the overall cost of construction. The district would appreciate information regarding the firm's experiences working with 'construction managers at risk'.

3. An estimate of the firm's fees earned based on a successful completion of projects. If the fee is a percentage of the total project amount, please indicate that percentage. Also provide an explanation of all other fees (for instance change orders, additional copies of blue prints, etc.) as applicable.
4. Provide a copy of any contracts or agreements the district would execute with your firm (if selected) for review by our attorney. Please note that any contract the district signs must include the DA-146a form or specifically refer to said form in its entirety (*see Attachment B*).
5. Provide a list of five (5) completed construction projects within the past 10 years of which at least three (3) must be K-12 education facilities funded with bond proceeds that resulted from a local election. Include the name of the entity, brief scope and cost of the project, along with a reference contact name and phone number.

Response Format and Organization

Number of Responses:

Firms shall provide one (1) digital copy of their proposal to the location specified in the RFP, on or before the closing date and time for receipt for proposals.

Proposal Format:

All proposals must be submitted in digital format. Please separate sections appropriately. If there is any question as to format requirements they shall be directed to the Assistant Superintendent for clarification, prior to submittal of documents.

Proposals should not exceed 60 pages exclusive of cover pages, tabs, Letter of Introduction, and **example contract/agreement**.

A. Non-Conforming Proposal

Any proposal deemed non-conforming by the leadership team in regard to format will be considered nonresponsive. Firms shall contact The Assistant Superintendent to clarify any questions concerning format prior to submission.

Summary of Proposal:

A brief explanation of each evaluation category is listed below. Information in one category may overlap information in other categories. Firms are encouraged to fully address each category completely.

- A. Letter of Introduction – Each proposal must be accompanied by an introduction letter that must include the following information:
 - 1) Identify the submitting organization, and describe the background of the organization.
 - 2) Identify name, title, telephone and fax number, and e-mail address of the person(s) authorized by the company to contractually obligate the organization for this proposal.
 - 3) Be signed by a person authorized to contractually obligate the organization;
 - 4) Acknowledge receipt of any and all amendments to this RFQ.
- B. Firm Profile – Brief history of prime architectural firm. Provide information that documents the background and experience of your firm’s ability to complete successful projects.
- C. Firm Personnel - Provide names and experiences of those key personnel that would likely be assigned to the district’s projects.
- D. Technical Approach – Describe the method the firm uses to schedule the work. Include copies of recent projects. Outline your typical communications process and explain their benefits.
- E. Project Performance – Provide documentation and information regarding past performance on a minimum of five (5) past construction projects of which at least three (3) should be K-12 school related bond issue projects for other school districts in the past 10 years. Provide name(s) of project manager(s) and planner(s) that have been involved during that length of time. References must be included for projects listed.
- F. An estimate of the firm’s fees earned based on a successful completion of projects. If the fee is a percentage of the total project amount, please indicate that percentage amount. Also provide an explanation of all other fees (for instance change

orders, additional copies of blue prints, etc.) as applicable.

- G. Current work load/availability – Discuss your team’s current work load and availability to begin work on potential projects.
- H. Other Value Added Services or Options – Architects are encouraged to provide additional information regarding their services and/or knowledge of the industry that will ensure the success of a project. This may include information regarding long term master planning.
- I. Example contract or agreement the District would sign with your firm; said contract or agreement should specifically reference the DA-146a (Attachment A).

Evaluation Process:

The purpose of the evaluation of proposals is to assess the relative merits of each proposal submitted and to make an award to the responsible architectural firms(s) whose proposal(s) is/are determined to be the most advantageous to the District, taking into consideration the evaluation factors as set forth below:

The Evaluation Committee will evaluate the proposals and if it is determined that firm interviews will be necessary, the District will notify those finalists. We anticipate the date of any interviews to be April 4, 2022, but it could change if needed. Firms who are not finalists will also be notified.

The Evaluation Committee reserves the right to recommend an award or to reissue the RFP.

Evaluation Criteria:

- 1. EXPERIENCE
 - a. *Corporate* - The firm’s overall qualifications, experience, background, capacity, and number of years of experience regarding the type of services required.
 - b. *Key Personnel* - Key personnel’s qualifications, background, experience, and availability to perform all aspects of the work.
- 2. PROJECT PERFORMANCE
 - Projects performed within the past ten (10) years as well as any current projects or contracts with other school districts with

respect to such factors as quality of work, ability to meet schedules, and concern for the needs of the district. Provided the name of the firm/agency, address, telephone number and a contact person for projects listed.

3. OTHER VALUE-ADDED SERVICES

Other consulting or value-added services contributed to the success of a project(s).

4. COSTS

Costs of services

5. INTERVIEW/ORAL PRESENTATION

If the Selection Committee determines that there are comparable, responsible proposals submitted requiring oral presentations; notice will be given to those firms to participate in a formal interview process. The presentations/interviews will also be a part of the evaluation process and will be evaluated for clarity, conciseness, and presentation skills.

Schedule of Events:

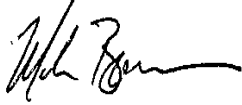
1. Issue RFP: This RFP is being issued by the District.
2. Deadline to Submit Written Questions: Potential Firms may submit written questions as to the intent or clarity of this RFP until close of business on the date stated in the RFP. All written questions must be addressed to Mike Bonner, Assistant Superintendent, and can be emailed at the address: mike.bonner@usd262.net
3. Response to Written Questions/RFP Amendments: Any questions related to this RFP should be submitted in writing to Mike Bonner by the deadline stated in the RFP. Dr. Bonner will answer the question on or before March 4, 2022.
4. ALL PROPOSALS MUST BE RECEIVED BY THE ASSISTANT SUPERINTENDENT FOR DISTRIBUTION TO THE EVALUATION COMMITTEE on the date and time listed on the cover page. Proposals shall be submitted in digital format. Proposals received after this deadline will not be accepted. It is the responsibility of the proposal provider to ensure the Proposal package is delivered properly. The date and time of receipt will be recorded on each Proposal. A public log will be kept of the names of all organizations

that submitted proposals.

5. Proposal Evaluation: The evaluation of proposals will be performed by EVALUATION COMMITTEE appointed by the District. The Evaluation Committee shall consist of a minimum of three (3) persons. The evaluation process will take place between March 22, 2022 and March 28, 2022. During that time, the Superintendent may at his option, initiate discussions with firm(s) who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. Proposals may be accepted and evaluated without such discussion. Discussions SHALL NOT be initiated by the proposal providers.
6. Selection of Finalists: The Evaluation Committee will select and the Assistant Superintendent will notify the final Firm(s). If there are multiple finalists, they will be invited to participate in the subsequent steps of the procurement.
7. Interviews: At the District's discretion, firms MAY be required to present an oral presentation to the Evaluation Committee or the Board of Education. If required, the Assistant Superintendent will schedule the time for each firm's presentation. The place and times will be determined based on the number of finalists. Presentations may be held at the location specified in the Finalist Notification Letter.
8. Recommendation for Award: The recommendation for award(s) will be finalized with the most advantageous firm(s) on or before April 11, 2022. This date is tentative, being mindful of schedules for Board of Education meetings. In the event that mutually agreeable terms cannot be reached within the time specified between the District and the selected firm, the District reserves the right to finalize an agreement with the next most advantageous proposal without undertaking a new procurement process.
9. Award of Contract and Negotiations: This award shall be made to the firm or firms whose proposal(s) are most advantageous, taking into consideration the evaluation factors set forth in the RFP.
10. The USD 262 Board of Education has the final authority in this matter and has the right to reject any and/or all proposals.

Thank you for considering this request for proposal. Do not hesitate to contact me at 316-755-7000 or via email at mike.bonner@usd262.net if you have questions or need additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Mike Bonner". The signature is fluid and cursive, with a long horizontal stroke at the end.

Dr. Mike Bonner
Asst. Superintendent
USD 262, Valley Center Public Schools

ATTACHMENT A

State of Kansas

Department of Administration DA-146a (Rev. 1-01)

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. 1-01), 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 __day of __, 2013.

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.
2. **Agreement With Kansas Law:** All contractual agreements shall be subject to, governed by, and construed according to the laws of 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 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 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 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:** Neither the State of Kansas nor any agency thereof shall hold harmless or indemnify any contractor beyond that liability incurred 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.

Parties to this contract understand that 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 shall be allowed to find the State or any agency thereof has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of a contingency. Further, the State of Kansas shall not agree to pay attorney fees and late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect which attempts to exclude, modify, disclaim or otherwise attempt to limit 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 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 shall not be required to purchase, any insurance against loss or damage to any personal property to which this contract relates, nor shall this contract require the State 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 vendor or lessor shall bear the risk of any loss or damage to any personal property in which vendor or lessor 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."