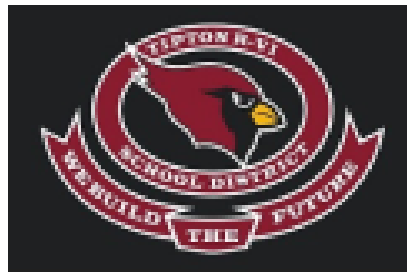


**Request for Proposals
Professional Construction Manager as Adviser Services**

**Tipton R-VI School District
Central Office
334 US Hwy 50 West
Tipton, Missouri 65081**



Dr. Terry Robinson
Superintendent
660-258-7443
Issued: December 12, 2019

REQUEST FOR PROPOSALS

The Tipton R-VI School District (“District”) will accept proposals for “construction manager as adviser” services as described in the attached request. Qualified firms are invited to submit a formal proposal, which must be sent to the District’s Superintendent. Proposals must be received by **3 p.m. on Friday, January 17, 2020**, and be in accordance with the specifications and needs as described herein.

Selection of the lowest or best proposal is planned for the **February 15, 2020** Board of Education meeting. Any contract entered into between the District and the selected firm shall be contingent on the passage of the District’s \$4 million April 2020 bond issue.

This Request for Proposals will be referred to as Exhibit A in the final contract between the District and the selected firm.

The District reserves the right to reject any and all proposals and to waive any "informalities" in the proposals received whenever such selection, rejection or waiver is in its best interest.

All proposal documents become public record once a negotiated contract has been executed.

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

Administrative Information:

District Contacts: Dr. Terry Robinson, Superintendent
Tipton R-VI School District
334 US Hwy 50 West
Tipton, Missouri 65081
E-mail: robinsont@tipton.k12.mo.us

NOTE: For an electronic copy of this RFP, contact **Dr. Terry Robinson** by email: robinsont@tipton.k12.mo.us

Due Date:

Proposals must be submitted by January 17, 2020, no later than **3 p.m. (local time)**. Refer to “Submitting Your Response” section of this document for details.

Schedule of Events:

- | | |
|--|------------------------------|
| • Responses due (by 3 p.m.) | Friday, January 17, 2020 |
| • Responses submitted to the Board of Education | Monday, January 20, 2020 |
| • Interviews conducted at the discretion of the District | January 21-February 14, 2020 |
| • Board of Education decision | February 14, 2020 |
| • Notice of District decision | February 15, 2020 |

PURPOSE

The Tipton R-VI School District (“District”) is seeking to establish a relationship with a construction manager (Consultant) for the purposes of implementing periodic requests from the District’s current or ongoing Capital Improvement Projects funded through the passage of the District’s \$4 million April 2020 bond issue. The contracted services to be performed will be to furnish all the required labor, materials, equipment, parts and supplies necessary for providing construction management services as that term is defined in §8.675, RSMo. The selected construction manager will: furnish his or her skill and judgment in cooperation with and reliance on the project architect or engineer; furnish business administration, management of the construction process and other specified services in an expeditious and economical manner consistent with the best interests of the District; and, perform basic services for reimbursement as provided in the construction services management contract. The District reserves the right to approve all consultants that make up the Consultant’s team that may be required for the completion of a project. Upon successful approval, the District will utilize the selected Consultant. The District has retained the firm of Peckham & Wright Architects, Inc. (“Architect”), 2120 Forum Blvd., Ste. 101, Columbia, Missouri 65203, to provide all architecturally related services, and the selected Consultant will be required to work with the District and the Architect during the planning, design, and construction of any selected projects. Any contract entered into between the District and the selected Consultant shall be contingent on the passage of the District’s \$4 million April 2020 bond issue.

GENERAL CRITERIA FOR CONSULTANT SELECTION

The District’s Board of Education shall select the lowest or best proposal conforming to the terms of this RFP and shall negotiate a contract for a price determined by the District to be fair and reasonable.

The data submitted will be evaluated against the following criteria:

1. Fees for overhead and profit;
2. Reimbursable costs for reimbursable items;
3. Qualifications;
4. Demonstration of ability to perform projects comparable in design, scope and complexity;
5. Demonstration of good faith efforts to achieve compliance with federal, state and local affirmative action requirements;
6. References of owners for whom construction management has been performed;
7. Financial strength;
8. Qualifications of in-house personnel who will manage the project; and,
9. The demonstration of successful management systems which have been employed for the purposes of estimating, scheduling and cost controls.

DISTRICT SPECIFIC AREAS OF INTEREST

The successful consultant will share with the District the consultant’s vision that:

- Reflects the breadth and depth of understanding of community needs;

- Recommends quality control measurements to ensure project success and keep the District informed; and,
- Recommends appropriate construction processes to ensure project quality, efficiency and cost effectiveness.

PLANNED PROJECTS:

The list below indicates the planned projects for the District’s April 2020 Bond Issue and is not intended to imply that each project will be funded and or executed:

<u>Project</u>	<u>Estimated Project Cost</u>
<ul style="list-style-type: none"> • Heating and Air Conditioning replacement/repair for approx. 120,000 square feet of instructional space. • Security Vestibule – High School (2) • Security upgrades to access, control, monitoring and communication • ADA access - Elementary 	Approximately \$4 Million

Projects will be awarded at the discretion of the District’s Board of Education. All previously engaged projects will remain with current consultant.

OWNER

The owner is the Tipton R-VI School District and the projects will be located within the city limits of Tipton or within Moniteau County. The main office for the District is located at 334 US Hwy 50 West Tipton, Missouri 65081.

AWARD OF CONTRACT

The District reserves the right to reject any and all proposals, and waive any and all informalities and the right to disregard all non-conforming or conditional proposals or counter proposals.

The District may accept any proposal that would best serve the interest of the District based on the qualifications and capability of the selected firm to provide the services required.

Any contract entered into between the District and the selected Consultant shall be contingent on the passage of the District’s \$4 million April 2020 bond issue.

Recent legislation in the State of Missouri that became effective on August 28, 2016, allows for the use of the “construction manager at-risk” method for construction projects done by political subdivisions, including public school districts. This RFP is not intended to result in a “construction manager at-risk” relationship.

SERVICE PERIOD SCHEDULE

The following are the dates when these services can begin and continue for a period of three years from contract execution. All insurance and background check documents must be on file with the District prior to the Consultant being authorized to proceed.

Contract Period: **Start Date – February 1, 2020** **Completion Date – February 1, 2023**

The contract shall be subject to renewal for two (2) consecutive one-year periods after the initial contract period, pending agreement between both parties and Board of Education approval.

REQUIREMENTS

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

- 1. Title Page.**
- 2. Letter of Introduction.**
- 3. Table of Contents.**
- 4. Proposal Submittal Form**
 - a. This form is located at the end of this RFP, and includes the “Fee and Reimbursables Summary.” The “Fee and Reimbursables Summary” may be modified to include all reimbursables and costs for which the firm will charge the District.
- 5. Information about the company.**
- 6. Construction management approach and proposed services.**
 - a. Please include a description of the firm’s management systems which have been employed for the purposes of estimating, scheduling and cost controls.
- 7. Experience in providing construction management services to public school districts:**
 - a. Please (1) identify the Owner of each such projects (up to three) completed in the past five years, (2) the project scope of work and size, (3) the project location, (4) the approximate final project construction cost and (5) the name, address and telephone number of an owner’s representative familiar with each listed project.
- 8. Past record of performance of the firm regarding quality of work, ability to work within budget constraints, ability to meet schedules, and follow-up on building problems after substantial completion.**
- 9. Key personnel of the firm and their educational background, experience, and qualifications.**
- 10. The fee structure for the projects to include the proposed fee and all reimbursable items.**
- 11. Identify items that will be considered reimbursable and the costs for the same.**
- 12. Financial strength of the firm, including a minimum of three financial references.**
- 13. Proximity to and familiarity with the geographical area in which the project shall be located.**
- 14. Information on Other Sub-Consultants Your Firm Will Employ For Projects.**
 - a. Please include relevant information including: firm(s) history and profile, philosophy, specialization, experience, references, and role of each sub.

15. Why Should the District Utilize Your Firm/Additional Information.

- a. Please feel free to include information describing what makes your firm or team unique.

SUBMITTING YOUR RESPONSE

Your response should follow the outline above and be concise. Failure to follow any of the instructions could nullify your response from consideration. It will be the responsibility of the Consultant to submit one (1) original, nine (9) copies and one (1) electronic copy on a flash drive of your proposal. Parties are requested to sign the proposal with ink, and, when in the name of a company, by some officer whose title is shown. Submissions should be sealed and packaged with clear identification to read as follows:

**Request for Qualifications
Professional Architectural and Engineering Design/Consulting Services**

Dr. Terry Robinson, Superintendent
Tipton R-VI School District
334 US Hwy 50 West
Tipton, Missouri 65081
Telephone: 660-433-5520

The deadline for submitting your response will be no later than 3 P.M., January 17, 2020. Proposals received after this date and time will not be considered. Telephone, facsimile, electronic or electronic modification of proposals will not be considered.

RESERVATIONS

The District reserves the right to reject any and all proposals, waive informality and any technicalities or clerical errors in any proposal as the interest of these entities may require, and they will select the proposal which, in their judgment, best meets the interest of the District and requirements of the project(s).

All costs incurred for the preparation of any Proposal will be the sole responsibility of the submitter. All responses to this Request for Qualifications become the property of the District and will be part of the public record.

The District will not award the contract for construction management services if the construction manager or a firm that controls, is controlled by, or shares common ownership or control with the construction manager:

1. Guarantees, warrants or otherwise assumes financial responsibility for the work of others on the project.
2. Provides the public owner with a maximum price for the work of others on the project.
3. Furnishes or guarantees a performance or payment bond for other contractors on the project.

CONTRACT NEGOTIATIONS

Any firm submitting a proposal acknowledges and agrees that the Board's selection of their proposal as the lowest or best shall in no way create a valid or binding contract between the Consultant and the District. Upon selection of the lowest or best proposal, the District will attempt to negotiate and contract for services described in this solicitation with the selected firm(s) at a fair and reasonable price as determined by the District in its sole discretion. Any contract entered into between the District and the selected Consultant shall be contingent on the passage of the District's \$4 million April 2020 bond issue.

CONTRACT TERMS

Any firm submitting a proposal agrees, by submitting a proposal, that the contract terms enumerated below will be made part of the final contract between the Consultant and the District, and can only be modified by the District in its sole discretion. The submitting firm further agrees that it will make no attempt to change, delete or otherwise modify these contractual terms, and further agrees that any attempt to do so shall be grounds for the District to reject the firm's proposal.

1. Hold Harmless.

To the fullest extent permitted by law, Consultant shall indemnify, defend and hold harmless the Tipton R-VI School District, its Board of Education, Officers, Directors, Partners, Agents, Consultants, Insurers, Employees and Sub-Contractors of each and any of them from and against all claims, costs, damages, losses and expenses (including but not limited to all fees and charges of engineers, architects, attorneys and other professionals in all courts or arbitration or other dispute resolution costs) arising out of or relating to Consultant's and Consultant's subcontractors' (meaning anyone, including but not limited to consultants having a contract with Consultant or a subcontractor for a part of the services) reckless or negligent conduct, willful misconduct, and malicious acts, in connection with providing these services. Consultant acknowledges that the Tipton R-VI School District cannot and will not indemnify, hold harmless or otherwise defend Consultant from claims, costs, damages, losses and expenses.

2. Warranty.

Consultant hereby warrants that the Services provided to the District shall be free from material defects or material errors, to the extent that such defects or error were caused by conditions which the Consultant could or should have been aware of.

3. Background Checks.

Consultant shall not utilize an employee, including a subcontractor or his employee, on District property who is a registered sex offender. Consultant shall have on file with the District two types of background checks for all employees or subcontract employees who will be working unescorted on/in any District campus and/or buildings. The two checks are:

- a) Missouri Child Abuse or Neglect/Criminal Record Check
- b) Missouri State Highway Patrol Criminal Record Check

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

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

4. Compliance with District Policies and Procedures

Consultant, its employees, agents, subcontractors and representatives shall comply with all Policies and Procedures of the District's Board of Education when providing services under this Agreement, including the District's tobacco-free campus Policy.

5. Payment Withholding for Fines

The District may withhold payment from Consultant and any of its subcontractors for any fines imposed upon the District for Consultant's or any of its subcontractors non-compliance with applicable laws.

6. E-Verify

Prior to commencement of the Work, Consultant shall provide to the District a sworn affidavit and other sufficient documentation to affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with this Agreement. Architect shall also provide the District a sworn affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the services provided herein.

7. Nondiscrimination

Consultant will be required to comply with the President's Executive Order No. 11246, Title VI and Section 3 of the 1968 HUD Act as pertaining to Equal Employment Opportunity through Affirmative Action. Consultant must comply with all applicable requirements of federal and state civil rights law and rehabilitation statutes and shall not discriminate based on race, religion, color, sex, national origin, age or disability.

8. Taxes

The District is a public entity exempt from payment of state sales taxes and will furnish Consultant with all required information to allow Consultant to benefit from this status, to the extent applicable. Consultant shall apply the exemption in accordance with state law for purchases required for the services. Architect shall pay all other required sales, consumer, use and other similar taxes, if any.

9. Notice

Whenever any provision of this Agreement or the Attachments requires the giving of written notice, it will be deemed to have been validly given if:

- a. Delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or;
- b. Delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice.

10. Code Compliance

The Consultant will perform all Services in accordance with all applicable codes identified by the City of Tipton, Moniteau County, and the State of Missouri whichever are applicable relative to the jurisdictional authority.

11. Early Termination

This Agreement is contingent on the passage of the District's \$4 million April 2020 Bond Issue. Should the Bond Issue not pass, then this Agreement shall immediately terminate, and the

Consultant shall only be entitled to compensation for services provided with authorization from the District, which shall be billed at the Consultant's applicable hourly rate or as otherwise agreed by the parties.

12. Proof of Insurance

A Certificate of Insurance, which names the District as additional insured on any policy required in this Agreement except for those related to professional liability, is to be furnished within fifteen (15) calendar days following the execution of this Agreement, and prior to work proceeding under this Agreement. Any such Certificate of Insurance shall contain a thirty (30) day mandatory cancellation notice. In addition, all such insurance listed above shall remain in effect until such time as the District has determined that the Agreement is complete. The District may demand proof of insurance at any time during the term of the contract. A failure to comply with such request shall constitute a material breach of this Agreement by the Consultant.

13. General Provisions

- a.** Nothing in this Agreement shall be construed as reserving to the District any right to exercise any control over or to direct in any respect the conduct or management of business or operations of Consultant. The entire control or direction of such business and operation shall be in and shall remain in Consultant, subject only to Consultant's performance of its obligations under this Agreement. Neither Architect nor any person performing any duties engaged in any work on behalf of Consultant shall be deemed an employee or agent of the District.
- b.** This Agreement and the construction and enforceability thereof shall be under the laws of the state of Missouri. The venue for any action or proceeding between the parties in connection with this Agreement shall be in the County of Moniteau, State of Missouri.
- c.** All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in this Agreement, will survive final payment, completion, and acceptance of the Work or termination or completion of this Agreement or termination of the services of Consultant.
- d.** Article and paragraph headings are inserted for convenience only and do not constitute parts of this Agreement.
- e.** The District preserves all immunities recognized at law. Nothing herein shall be construed as a waiver of sovereign or governmental immunity, as set forth in RSMo. § 537.600 et seq. Any insurance purchased by the Consultant hereto is not intended to act as a waiver, nor is it a waiver of any defense available to the District and its employees by statute or at common law.
- f.** When any period of time is referred to in this Agreement or the Attachments by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.
- g.** The duties and obligations imposed by this Agreement and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by Laws or Regulations, by special warranty or guarantee, or by other provisions of this Agreement. The provisions of this Paragraph will be as effective as if

repeated specifically in this Agreement in connection with each particular duty, obligation, right, and remedy to which they apply.

- h.** This Agreement may be executed in one or more counterparts, each of which shall constitute an original and which, when taken together, shall constitute one entire Agreement. It shall be fully executed when each party whose signature is required has signed at least one counterpart even though no one counterpart contains the signatures of all the parties to this Contract.
- i.** Neither party may assign their rights and obligations under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld.
- j.** Nothing in this Agreement shall be construed to waive any immunity, sovereign or other, conferred upon the District by Missouri law or common law.
- k.** This Agreement constitutes the entire agreement between the parties hereto and there are no other understandings, written or oral, relating to the subject matter hereof, and may not be changed, modified or amended, in whole or in part, except in writing signed by the District and Architect.

PROPOSAL SUBMITTAL FORM

The undersigned agrees and understands that:

The District has the right to reject any and all proposals, to waive technicalities or other requirements for its benefits, and to accept the proposal as genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation, and is not submitted in conformity with any agreement or rule of any group, association, or corporation;

That there has been no attempt on their part to directly or indirectly induce or solicit any other vendor to submit a false or sham proposal;

That there has been no attempt on their part to solicit or induce any person, firm or corporation to refrain from submitting a proposal;

And that they have not sought by collusion or otherwise to obtain for themselves any advantage over any other responding firm or over the District.

Signature _____

Print Name _____

Firm Name _____

Mailing Address _____

Phone (_____) _____

Email _____

Date _____

Fee and Reimbursables Summary

A. Fee (___%) \$_____

B. Reimbursables

1. Project Personnel	<u>Months</u>	<u>Unit Cost</u>	<u>Cost</u>
Construction Manager	_____	_____	_____
Field Superintendent	_____	_____	_____
Cost Estimator	_____	_____	_____
Project Secretary	_____	_____	_____
		Sub-Total	\$_____

2. Office and Equipment	<u>Months</u>	<u>Unit Cost</u>	<u>Cost</u>
Office Trailer	_____	_____	_____
Fax Machine	_____	_____	_____
Computer	_____	_____	_____
Office Supplies	_____	_____	_____
		Sub-Total	\$_____

3. Other Reimbursable	<u>Months</u>	<u>Unit Cost</u>	<u>Cost</u>
Temporary Job Telephone	_____	_____	_____
Temporary Toilets	_____	_____	_____
_____	_____	_____	_____
		Sub-Total	\$_____

Sub-Total (Items 1., 2., & 3. above) \$_____

Estimated Total (Fee & Reimbursable Items above) \$_____