

Request for Qualifications & Proposal Owner's Representative Services

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REQUEST FOR QUALIFICATIONS & PROPOSAL

Introduction

The Board of Education for Geary County Schools USD 475 is soliciting Statements of Interest, Qualifications and Proposals from qualified firms to provide Owner's Representative Services to assist the School District in the planning (pre-construction), bidding, construction, close-out and occupancy of the planned improvements. The scope of the work is further outlined in the Project Information section.

This RFQ/P is not an Invitation to Bid; responses will be evaluated on the basis of the relative merits of the qualifications. There will be no public opening or reading of responses received by the School District pursuant to this request.

RFQ&P Submission

RFQ&P submissions are due by December 2 before 12:00 p.m. CT.

Geary County Schools USD 475
123 Eisenhower Dr
Junction City, KS 66441

Qualifications must be enclosed in a sealed envelope (or other sealed container): the submission must clearly display "Request for Proposal – Owner's Representative Services" for USD 475 and the respondent's company name.

Submittals should be prepared as standard 8-1/2" x 11" letter size via PDF, and shall be limited to 20 pages, exclusive of required attachments. Front and back covers, table of contents pages and tabbed divider pages will not be counted if they do not contain submittal information. The information should be submitted in a double sided, readable, and/or bound in a book format. Electronic submissions should also be sent, but three hard copies must be submitted. Timely delivery of submissions is the responsibility of the Respondent.

The District requests information via electronic submission via email to:

Karl DeArmond
Chief Operations Officer
karldearmond@usd475.org
785-717-4070

Anticipated District Schedule to Award the OR Services

RFQ/P Released	November 1, 2024
Last date to submit questions/clarifications	November 15, 2024
Email karldearmond@usd475.org if interested in more information.	November 15, 2024
RFQ/P Due to District	December 2, 2024
RFQ/P Interview List Released	December 9, 2024
Interview Process	December 19, 2024
Administrative Recommendation for Board Approval	January 6, 2025

Respondents' Inquiries and Addenda

All questions shall be submitted in writing to Karl DeArmond via email (KarlDeArmond@usd475.org). Any responses to questions, or changes in this RFQ/P, shall be issued in writing as an addendum. Oral and other interpretations or clarifications will be without legal effect.

General Information and Notifications

Respondents are advised to carefully review all sections of this RFQ/P carefully, and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the submission. Qualifications which depart from or materially alter the terms, requirements, or scope of work defined by this Request may be rejected as being non-responsive.

Joint venture and cooperative qualifications may be considered, provided that their use is clearly indicated in the submitted qualifications.

Purpose

The purpose of this Request for Qualifications / Proposal is to identify an experienced Owner's Representative Services firm with the best combination of qualifications, to develop and assist the owner's program efficiently and effectively with respect to process, quality control, safety, time and cost.

Owner's Representative (OR)

The primary role of the Owner's Representative is to act as the District's project point person responsible for the day-to-day management of activities of the District in its role as the owner.

As the point person, the Owner's Representative is the District's project leader responsible to oversee and coordinate the activities of the District's design and construction team and to provide the primary coordination between the District (Board of Education, Business Operations Department, and the ECC Administration) and the design and construction team. The Owner's Representative works closely with and reports to the COO in the financial administration of the

project as it relates to budget status and reporting, contract change order approval, and project financial tracking and reporting for the District. All direction and communication with all entities of the project from the District runs through and is coordinated by the Owner's Representative under the direction of the COO.

The Owner's Representative, as the District's agent, is responsible to represent and advocate for the District's interests in working with all entities of the project during all stages of the project. In this capacity, the Owner's Representative will work closely with key District officers, District administration, the Board of Education, building principals, other District staff, related programs and organizations as required.

General Terms & Conditions

The District reserves the right to award contracts for various projects to multiple or single respondents. The School District reserves the right to waive informalities and irregularities in the qualifications received. The school District reserves the right to terminate this RFQ/P at any stage and/or reissue a subsequent solicitation. The District will remedy or waive technical errors in the RFQ/P process when in the best interest of the District.

The Respondent(s) whose submittal(s) is deemed to be the most qualified, advantageous and in the School District's best interests as determined by the Administration may be submitted to the Board of Education for approval. The Board of Education may act to approve, reject or delay award of the contract based on the recommendation of the selection committee.

The School District reserves the right to contact any Respondent for clarification, additional interviews, negotiate or terminate negotiations if such is deemed desirable by the School District.

All proposals must comply with applicable Kansas law including the payment of prevailing wages by all contractors working on public work projects and Criminal Background Investigation. Proposals must comply with the Kansas statutory requirements regarding labor, including equal employment opportunity laws.

All costs associated with developing or submitting proposals in response to this request, or to provide oral or written clarification of its content shall be borne by the respondent. The School District assumes no responsibility for these costs. This RFQ/P does not commit the School District to pay any costs incurred in preparation for submission of a response or in anticipation of a contract.

This RFQ/P does not commit the School District to enter into a contract. The School District reserves the right to reject any/all submissions, award one contract, award multiple contracts, or delay award of contract(s) beyond the date specified, in response to this RFQ/P.

Selection Criteria and Process

The tentative date for the interview (subject to change as may be required) is December 17, 2024. A reasonable inquiry for additional information may be conducted by the District as to respondents' past performance, financial stability, and ability to perform on schedule, within budget, and in a fashion which results in customer satisfaction with quality results.

The timing of the research may precede or follow the interview process as determined in the best interest of the District. Respondents are solely responsible to promptly supply additional information to the District in connection with such inquiries. The promptness, accuracy, and cooperation of respondents in responding to such inquiries may be grounds for determination of non-responsiveness as determined by the District.

A final evaluation of all the presenting Respondents will be made by the Selection Committee in order to determine the best qualified for the project. The Selection Committee shall determine the selection of respondents for the interview process by reviewing the written qualifications of the respondents based on the responses to the RFQ/P. A "short list" of an estimated 3-5 firms will be developed. These firms will be invited to an interview with the Selection Committee. The interview will be a thirty (30) minute format with a twenty (20) minute presentation of how the firm would approach the program and ten (10) minutes of Q&A.

The Selection Committee will be making a recommendation to the Administration on the chosen Respondent upon completion of the interview process. The Selection Committee may rank the firms making the presentations to determine a recommendation or immediately reach a recommendation. Each of the interviewed respondents shall be evaluated on their qualifications. At the conclusion of all interviews the District will open each fee proposal provided in a separate sealed envelope.

Recommendation by the Selection Committee is based on the combination of the proposer's response to the Submittal Requirements, the composition and qualifications of the proposer's staff for this project, the interview process, and proposed fees and costs. The Administration will review the Selection Committee's recommended firm, and if a concurring recommendation is rendered, the Administration will advance and agreement with the firm to the Board of Education for approval.

Project Information

The project is a new Early Childhood Center being developed at:
900 N Eisenhower Dr
Junction City, KS 66441

The awarded CMAR contract is: \$30,150,000

Submittal Requirements to be provided by the Owner's Representative Applicants

Qualifications should include information regarding the proposer's experience and approach relating to the subsequent design and construction phases of the Project. RFQ/P submission must include the following:

1. Letter of Transmittal: A one-page Letter of Transmittal signed by an owner, officer, or authorized agent of the firm or organization, acknowledging and accepting the terms and conditions of this Request. The letter must contain a commitment to provide both the services described herein and the personnel proposed for the assignment. The Letter of Transmittal should identify all addenda received by the Respondent. Joint Ventures require signatures from all firms participating in the Venture.

2. Executive Summary: The executive summary is intended to highlight the contents of the Proposal and to provide the School District evaluators with a broad understanding of the Respondent's technical approach and ability.
3. General Information:
 - a. Name, address and telephone of firm including involvement in industry organizations.
 - b. Name and title of contact person.
 - c. Name of officers in the firm and an organizational chart (one page).
 - d. Brief history of the firm (one page).
 - e. Overview of specific qualifications and projects within the K-12 school market
 - f. Names of school districts and descriptions of the work performed by your firm for projects similar to Project described herein in size, scope and complexity.
 - g. Additional information that the Respondent feels is a unique qualification and is of direct benefit to the District.
4. Project Staffing: The education, training and qualifications of the proposed Project staff including as appropriate. Describe total experience in Owner's Representation of each of the proposed Project Team Members. Note separately projects performed by personnel while with another firm and/or organization. (Please note that each OR may vary the type and amount of staff assigned to the Project. Each OR will have to justify the inclusion or exclusion of staff for the Project. The District will make a selection based on their unique needs and desires)
5. Experience and References:
 - a. Profile several educational clients and/or projects specifically related to our owner's representative needs that your firm has performed within the past five years.
 - b. Number of years the firm has provided Owner's Representative Services for school projects.
 - c. Provide a minimum of three (3) projects of similar scope and type your firm has completed in the past five years, including:
 - i. Project name, location and School District: Name, title, telephone number and email of School District contact,
 - ii. Name, address, telephone number and email of project architect, and
 - iii. Project description including size in square feet, schedule, and services provided.
 - d. Describe the planning processes your firm has developed that illustrates the depth, experience and service capabilities of your firm.
 - e. Define your typical insurance coverage for Owner's Representative Services.
 - f. List all public sector Owner's Representative Projects that your firm is currently involved with, and the estimated value of each. Include state of completion and contact person.
 - g. List a minimum of three (3) construction manager/contractor references with whom your organization has worked with in the past five (5) years. Submit company name, contact person, and phone number.

- h. List a minimum of three (3) architect references with whom your organization has worked with in the past five (5) years. Submit company name, contact person, and phone number.
- i. List a minimum of three (3) K-12 client references with whom your organization has worked with on similar projects in the past five (5) years and include their contact information.
- j. Supporting Data: Include any other supporting data which you feel will assist the District in evaluation of your firm.
- k. Service Offerings/Approaches:
 - i. Describe the firm's view and approach the role of District Owner's Representative in partnering with the School District, Architect and Construction Manager.
 - ii. Describe the firm's responsibility for participating in the "change order process" during construction.
 - iii. Describe the firm's familiarity and assistance with obtaining or processing grants, rebates, or utility incentives.
 - iv. Discuss the approach to value analysis / controlling cost at various points in the design, bidding, and construction process. Provide an example of proposed cost reduction developed on a recent project during the pre-construction phase.
 - v. Litigation and Ethics Information: List any current or concluded litigation involving your company within the past five (5) years specifically including client involvement. Describe your company's involvement in the matter and the outcome of the matter if concluded.

Compensation:

The Owner's Representative shall provide a fee and costs proposal in a separate sealed envelope. (Envelope shall be labeled "Fee and Costs Proposal"). Owner will open proposals at the conclusion of all interviews. The submission of a Fee and Cost Proposal will not preclude the District from further negotiations regarding compensation.

1. Professional Fee
2. Staff Hourly Rates - List all staff hourly rates for the project duration
3. Staff / Firm Monthly Rates - should schedule exceed beyond current planned duration
4. Reimbursable items
 - a. List items that will be requested as reimbursable on top of fee. All reimbursement expenses shall be at the actual expense incurred by the Owner's Representative without markup.
5. Invoicing: Owner's representative shall submit invoices monthly describing in reasonable detail service provided in the preceding month.

GENERAL SCOPE OF SERVICES

The primary role of the Owner's Representative is to act as the District's project point person responsible for the day-to-day management of activities of the District in its role as the owner. They shall assist in the coordination of all Project matters.

As the point person, the Owner's Representative is the District's project leader responsible to oversee and coordinate the activities of the District's design and construction team and to provide the primary coordination between the District (Board of Education, Business Operations, Administration and Staff) and the design and construction team. The Owner's Representative works closely with and reports to the COO for the financial administration of the project as it relates to budget status and reporting, contract change order approval, and project financial tracking and reporting for the District.

The Owner's Representative, as the District's agent, is responsible to represent and advocate for the District's interests in working with all entities of the project during all stages of the project. In this capacity, the Owner's Representative will work closely with key District officers, District administration, the Board of Education, building principals, other District staff, related programs and organizations as required. All direction and communication with all entities of the project from the District runs through and is coordinated by the Owner's Representative under the direction of the COO.

OWNER'S REPRESENTATIVE GENERAL SERVICES

1. Monthly Project Reporting
 - a. The Owner's Representative will prepare and distribute monthly reports to the Owner on the project budget, the status of the project schedule, and on general project information.
2. Total Project Budget (Proforma) Management
 - a. The Owner's Representative will monitor the CMAR total project budget, identifying any concerns with budgeted costs and contingencies.
3. Total Project Schedule Management
 - a. The Owner's Representative will monitor and report on schedule progress and notify the Owner of any delays or problems. In the event of schedule risk the OR will collaborate with all entities involved in the project.
4. Project Team Management
 - a. The Owner's Representative will coordinate and expedite the flow of information between the Owner's project team including owner consultants, vendors and contractor(s).
5. Board and Committee Meetings
 - a. The Owner's Representative will attend committee update meetings, as necessary, and assist in providing presentations to the Board of Education, committee members and other stakeholders.
6. Project Delivery Strategy

- a. The Owner's Representative will evaluate project requirements, identifying any concerns with pre-construction and construction strategies and addressing requirements for function, cost, quality, time and logistics.
7. Record Keeping
 - a. The Owner's Representative shall maintain an organized filing system for all Project documents and records. At Project completion, the Owner's Representative shall certify that all Project documents and records are uploaded into the Owner's electronic project management information system. If it is technically not possible to upload a Project document or record into the Owner's electronic project management information system, the Owner's Representative will deliver the document(s) and record(s) to the Owner at the end of the Term or at any time during the Term at the Owner's request.
8. Meetings
 - a. The Owner's Representative shall schedule, attend, conduct, record, and assist the Owner at all Project meetings (including without limitation meetings with the Architect, CMAR, and/or Consultants). The Owner's Representative shall direct the Architect or CMAR to prepare meeting minutes if the Architect or CMAR is contractually required to do so. In the absence of meeting minutes prepared by others, the Owner's Representative will provide the Owner with minutes from such meetings prepared by the Owner's Representative. The Owner's Representative shall review for accuracy the minutes of such meetings prepared by either the Architect, CMAR, or others. The Owner's Representative shall clarify, amend and report any discrepancies affecting the Project.
9. Owner's Representative shall furnish to the Owner weekly reports containing (a) the status of the Project; (b) a comparison of the Project budget to costs incurred through the date of the report; (c) a comparison of the Project schedule to the work actually completed through the date of the report; (d) any revision to the Project schedule or Project budget made during the week covered by the report; (e) a summary of change orders made during the week covered by the report; (f) a list of all pending change orders and all outstanding issues requiring action or approval by Owner; (g) the status of any governmental requirements and activities required to facilitate approval of the Project; and (h) any other reports concerning the Project as Owner may reasonably request.
10. Owner's Representative shall provide accounting services for the Project, including but not limited to (a) preparing annual budgets; (b) preparing monthly variance reports; (c) monthly Project accounting services related to assembling, reviewing and forwarding to Owner for payment the invoices from the Architect and CMAR and other consultants; and (d) monitoring the title company's processing of the CMAR applications for payment. Owner's Representative shall provide such reports in an electronic format in a form acceptable to Owner.
11. Owner's Representative shall be available for questions and follow up by telephone or site meetings with the Owner.

OWNER VENDOR PROCUREMENT

1. The Owner's Representative will manage the procurement of owner vendors, including independent material testing consultants, moving companies, equipment vendors, in addition to contractor procurement. The Owner's Representative will develop the RFQ/Ps for issuance, manage all correspondence with prospective vendors, assist in evaluating submittals, maintain documentation records, provide submittal summaries, and support the School District's review and final selection of vendors.
2. Qualifying Vendors
 - a. The OR shall develop and manage requests for proposals and/or qualifications for vendors. This RFQ/P process shall include the following: preparation, advertising and distribution of RFQ/Ps; managing correspondence with potential vendors; receiving and analyzing bids and submittals; interviewing respondent vendors as necessary and preparing recommendations for the Owner.
3. Notices and Advertisements
 - a. The OR shall assist the Architect/CMAR and Owner in preparing and placing notices and advertisements to solicit bids for the Project.
4. Addenda
 - a. The OR shall receive from the Architect/CMAR a copy of all addenda. The OR shall review addenda for clarity, consistency, constructability and compliance with the Project Objectives.
5. Bid Opening and Recommendations
 - a. The OR shall assist the Architect/CMAR and Owner in the bid opening and shall evaluate the bids for contract document compliance and price. The OR shall assist the Owner regarding the acceptance or rejection of bids.
6. Post-Bid Conference
 - a. The OR shall conduct a post-bid conference with successful vendors to review the contract award and administrative procedures.

CONSTRUCTION PHASE

1. Permit and Insurance Review
 - a. The OR shall participate in the review of applications, certificates and similar documents provided by the successful trade Contractors as evidence that it has secured the required permits, bonds and insurance. Such action by the OR shall not relieve the trade Contractors of their responsibility to comply with the provisions of the Contract Documents.
2. Construction Administration Procedures and Reporting
 - a. The OR shall establish procedures for expediting and monitoring construction phase information.
3. On-Site Management
 - a. The OR shall visit the Project Site to provide construction representation as an agent of the Owner.
4. Owner, Architect, Contractor Meetings

- a. The OR shall conduct weekly Project meetings attended by the Owner, Architect, and CMAR. The Owner's Representative shall direct the Architect or CMAR to prepare meeting minutes if the Architect or CMAR is contractually required to do so. In the absence of meeting minutes prepared by others, the Owner's Representative will provide the Owner with minutes from such meetings prepared by the Owner's Representative. The Owner's Representative shall review for accuracy the minutes of such meetings prepared by either the Architect, CMAR, or others. The Owner's Representative shall clarify, amend and report any discrepancies affecting the Project.
5. Progress Payment Review
 - a. The OR shall review the payment applications submitted by the CMAR and reviewed by the Architect. The OR shall make appropriate adjustments, if required, to each payment application and shall prepare a recommendation to the Owner whether the amount requested accurately reflects the progress of the construction work.
6. Review of Requests for Changes to the Work
 - a. The OR shall review the contents of requests for changes to the work submitted by the CMAR and make recommendations to the Owner with respect to acceptance or rejection of it in accordance with the Contract Documents.
7. Owner's Representative shall represent the Owner in its communications with the Architect, Contractor, and Consultant(s); schedule, attend, and conduct progress meetings, regular on-site meetings to review construction progress and pay requests and to provide appropriate recommendations to the Owner concerning the Owner's decisions on construction matters, including, where necessary, alternative designs or materials; and coordinate, review, advise the Owner concerning, whether to approve change orders, submittals, and respond to requests for information.
8. Owner's Representative shall (i) assist and review the processing of change orders, (ii) advise Owner concerning the necessity for, scope of and recommended cost of change orders, and (iii) negotiate, on Owner's behalf, all change orders with Contractor. Owner to have final authority on the payment of any change order. The final Project Budget and/or Project Schedule, as applicable, will be revised to reflect approved change orders.
9. Owner's Representative shall review applications for payment by the Contractor, review certificates for payment issued by Architect and make written recommendations to Owner concerning payment. Owner's Representative's review and approval shall constitute a representation to the Owner that, to the best of the Owner's Representative's knowledge, information, and belief, the work has progressed to the point indicated and the quality of the work is in accordance with the Contract Documents. In addition, Owner's Representative and Owner shall cooperate with one another to develop an orderly procedure for review and payment of Project costs and expenses, including fees for the Architect and Consultants.
10. Owner's Representative shall direct the CMAR (and others, where appropriate) to prepare and update a critical path schedule for completion of the applicable work. In

- the event of delays impacting the critical path schedule, Owner's Representative shall make recommendations to Owner for corrective action by CMAR.
11. Owner's Representative shall coordinate negotiations among the Project Team, and, as applicable, the utility companies, local municipalities, and others concerning the installation of electric, sewer, water, gas, and telephone (but not internal telephone, security or data wiring or connections) facilities required for the Project, on a schedule consistent with the Project Schedule.
 12. Owner's Representative shall monitor and report to Owner the Architect's review and approval of shop drawings, product data and other submittals by Contractor.
 13. Owner's Representative shall notify Owner if Owner's Representative becomes aware that the work of CMAR is not being performed in accordance with the requirements of the Contract Documents. As appropriate, Owner's Representative shall have authority, with written authorization from the Owner, to require additional inspection or testing of the work in accordance with the provisions of the Contract Documents, whether or not such work is covered, installed or completed. Owner's Representative shall review any and all test reports and notify the Owner, the Architect and the CMAR, as appropriate, of deficiencies in the work of which Owner's Representative becomes aware and shall advise the Owner of projected consequences of such default and shall make recommendations to Owner with respect thereto. With the written authorization of the Owner, the Owner's Representative shall reject work which does not conform to the requirements of the applicable Contract Documents.
 14. Owner's Representative shall attend on-site review of the Project to confirm substantial and final completion of the construction of the Project and notify Owner when Owner's Representative believes the work under a Project construction contract is substantially complete and that a punch list should be prepared.
 15. Owner's Representative shall coordinate with the Architect in its review of the work to enable the Architect to determine the date of substantial completion. At the substantial completion by CMAR of the work, monitor the Architect in its inspection of the work and preparation of a detailed "punch list" specifying any items which require completion, installation, correction or repair. Owner's Representative will consult with Owner and/or Architect in connection with recommendations for the rejection and replacement of all nonconforming work, as appropriate.
 16. Owner's Representative shall obtain from CMAR record drawings or, if required by the applicable Project construction contract, "as-built" drawings, as construction progresses.
 17. Together with the CMAR, Architect and Owner, the Owner's Representative shall monitor and observe the testing and start-up of all utilities, systems and equipment for the Project.
 18. Owner's Representative shall assist in the final close-out of the Project by (i) obtaining, or causing the CMAR to obtain, all government approvals required for the legal use and occupancy of the Project, (ii) obtaining all warranties, guarantees, bonds, insurance certificates, installation manuals, and other items required pursuant to the Project construction contracts, (iii) confirming that all affidavits, waivers, and releases the CMAR are required to provide pursuant to the Project construction contracts to achieve

- final completion of the Project, (iv) analyzing all claims (including change order disputes and other claims for extra compensation) asserted by the CMAR and the Architect, (v) collecting any and all back charge claims that Owner may assert against any Architect or CMAR, including assistance with any legal proceedings instituted by Owner and/or any Architect or CMAR, and/or (vi) representing Owner at meetings and/or inspections scheduled by Owner and held to resolve problems relating to design, physical condition or operation of the Project to seek enforcement of warranties.
19. Owner's Representative shall coordinate the purchase and installation of Owner-Furnished-Owner-Installed and Owner-Furnished-Contractor-Installed furniture, fixtures and equipment.
 20. Owner's Representative shall assist the Owner with the selection of the mover and coordinate all occupant relocations into the Project space.
 21. SECURITY/SAFETY. While performing the Work, the Owner's Representative shall promptly inform the Owner if the Owner's Representative becomes aware of any security concerns and/or unsafe conditions.

CLOSE-OUT PHASE

1. Substantial Completion
 - a. The OR will monitor the issuance of the Certificate of Substantial Completion, including punch list and incomplete work. The OR will monitor the completion of all listed incomplete work by the CMAR.
2. Final Completion
 - a. The OR will monitor and review the issuance of the Certificate of Final Completion and shall provide to the Owner a written recommendation regarding payment to the CMAR.
3. Occupancy Permit
 - a. The OR shall assist the CMAR, Architect, & Owner in obtaining an Occupancy Permit by accompanying governmental officials during inspections of the Project.
4. Record Documents
 - a. The OR shall collect any Record Documents required by the construction contract from the CMAR and Architect and shall transmit those records to the Owner.
5. Operation and Maintenance Materials
 - a. The OR shall collect Operation and Maintenance Materials required by the construction contract from the CMAR and shall transmit these materials to the Owner.
6. Close-Out Reports
 - a. At the time of conclusion of the Project, the OR shall prepare final Project accounting and close-out reports.