



**SCHOOL DISTRICT U-46**  
**355 East Chicago Street**  
**Elgin, Illinois**  
**(847) 888-5000**

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## **SPECIFICATIONS & REQUIREMENTS**

### **CAPITAL PLANNING AND FACILITIES STUDY**

#### **A. INTRODUCTION**

School District U-46 is seeking a firm to evaluate the District's current and future capacity needs and develop a facilities improvement plan that focuses on creating learner-centered, developmentally and age appropriate, safe, comfortable, accessible, flexible, technology rich diverse and equitable schools throughout the District. In addition, the plan must address what will be required in order to eliminate/minimize the need for mobiles, optimize our current facilities and make recommendations with respect to replacement, expansion and/or reduction of our current facilities. The project will be awarded based on the firm's past experience delivering similar projects on time, ability to integrate demographic data (provided by District) into the project to predict future needs as well as numerous relevant qualifications. The District currently operates 56 school sites (40 elementary schools, 2 early childhood facilities, 8 middle schools, 5 high schools and an alternative school), one bus facility, one operations facility and one food services facility with an estimated total square

footage of 5.8 million and total property of 830 acres. The District has facilities in the following communities: Bartlett, Carol Stream, Elgin, Hanover Park, Hoffman Estates, South Elgin, Streamwood, and Wayne.

## **B. PURPOSE**

This Request for Proposal (RFP) is intended to result in a contract with a firm which will assist the District in developing a cost effective long range capital plan that will address the current and future capital needs of the organization. Additionally, the plan will address each of the concepts in the Scope of Services Section of this RFP. Finally, it is the intent of the District to end the contract once the written evaluation is presented to the District in its final form and accepted by the Board of Education. It is the District's goal to have the final review complete in writing no later than December 1, 2020.

## **C. SCOPE OF SERVICES**

The selected firm will assist the District in assembling a plan(s) and provide deliverables that will:

- Provide a detailed plan that will address what and when infrastructure items need to be replaced with detailed cost estimates (schools and support facilities). For example, roofs, windows, tuck pointing, lighting, tile, carpet, painting(interior and exterior), lockers, mechanical systems, fire systems, alarm systems, intercom systems, pavement (from our pavement study), domestic water systems, ceiling tiles and grids, doors and frames (internal and external). The above list is not exhaustive of everything that may need to be included in the evaluation. We will request that the selected vendor incorporate our Life Safety information into the final product. Provide the current costs, projected costs in three years and five years.
- Provide a plan that will create a consistent and conducive teaching and learning environment for all of the District's students and staff. The plan must address learning spaces that support project-based learning, real world authentic learning settings that support individualized, self-directed learning and small informal group learning, in addition to traditional large group instruction. Supply detailed cost estimates to convert classrooms at each level to meet future learning requirements. In addition, evaluate each site for adequate support space and non-core instructional areas. Furnish cost estimates to bring all sites to a consistent standard.

- Assist with developing an infrastructure plan to shift sixth grade to the middle school. Provide at least two options with estimated costs. The District will provide the demographic data necessary along with five and ten year projections. With the shift of sixth grade, the District would like to shift or add at least two pre-school classrooms to each elementary school site. Provide a feasibility assessment and estimated cost to convert two spaces at each site to accommodate pre-school. Also, work with the District to develop a plan to introduce Pathways to the high schools in the organization along with a detailed construction/remodeling plan with cost estimates.
- Work with District personnel to develop a plan that addresses current and future facility needs taking into consideration demographic projections over the next five/ten years. Work with District personnel to determine if boundary changes in lieu of investing in additional classroom space will address any of the future needs of the organization. Additionally, the vendor will also be asked to assess whether any buildings have exceeded their useful life and should be replaced based on their needs assessment and the qualitative factors that are necessary to bring the school to meet today's education standards.
- The final product will contain at least four major components, one that addresses the infrastructure, one that addresses the optimal classroom and support designs for elementary, middle and high school spaces that will meet the current and future expectations of our staff and students, one that addresses moving sixth grade, pre-school and introducing Pathways and one that address the need to replace, close or add infrastructure to accommodate the future demands on the organization.

#### **D. PROFILE**

Include the following with the submitted proposal:

1. Name, address and brief history of your firm (include all office locations).
2. Identify the key personnel of the firm who will be assigned to this project.
3. Include the resumes for each key person listed, detailing educational

- background, and years of experience and professional affiliations.
4. List a minimum of five references, preferably all should be school districts and at least two should be Illinois school districts with examples of the work provided for review.
  5. List educational level and professional achievement/certification of any additional staff that will assist with the analysis.
  6. Include a detailed discussion of the approach, methodology, how the project will be managed, and how the vendor will interact with the School District.
  7. Up to three (3) additional pages of additional information may be added if you deem it may be useful and applicable to this project.
  8. A list of all similar current projects your firm is working on and/or is in the process of starting.

#### **E. DELIVERABLES**

1. One comprehensive plan that details the most cost effective strategies that address the goals detailed above.
2. Complete and thorough analysis of the cost of the plan if implemented within three years and five years.
3. Cost implications/cost avoidance that will be generated by the District if the plan is implemented in a timely manner.

The District should receive the final evaluation digitally (through Bonfire), which may include text, graphs, charts, tables, figures, pictures, or similar exhibits.

#### **F. PROPOSAL SUBMISSION**

Please note that no formal opening of the proposals will take place. Proposals will be evaluated, a small group of finalists will be interviewed by an internal committee and the successful firm will be contacted subsequent to the Board of Educations approval.

An evaluation committee will be established to review the proposals. Compliant proposals will be evaluated based on but not limited to the following criteria (order does not indicate ranking or criteria).

1. Compliance with the specifications outlined in the “Scope of Services” section of this Request for Proposal.

2. Compliance with the specifications as outlined in the "Profile" section of this Request for Proposal.
3. Ability to provide deliverables within the stated time frame.
4. The demonstrated ability of the successful vendor to carry out all aspects of the study.
5. The successful record of the vendor in completing similar projects for other school district.
6. The qualifications of the vendor's employees that will be involved in the implementation of the contract.
7. The management teams experience and qualifications
8. The current project load of the vendor
9. Each vendor must submit a minimum of five (5) references where you have successfully implemented this type of contract.
10. The proposal must contain the following information: Agency name, address, contact person and phone number and the size and scope of the project. References may include School District U-46.

#### **G. TERM OF PROJECT CONTRACT**

The project should begin by Monday, July 16, 2019 and be completed by Thursday, December 1, 2020.

#### **H. INSURANCE**

General. The Vendor shall not commence work under the Contract until he has obtained all insurance required, nor shall Vendor allow any Subcontractor or Sub-subcontractor to commence work or any portion of the work unless all insurance required of the Subcontractor and Sub-subcontractor has been similarly approved by the Vendor.

1. All such insurance shall be purchased only from companies listed and duly authorized by the Department of Insurance of the State of Illinois to do business in Illinois and to write the types of insurance policies as herein specified. The companies shall have a policyholder's rating of "A" and a financial size rating of FSCVIII or greater as stated in A.M. Best's Insurance Guide.
2. The insurance coverage's required under this Article shall be maintained by the Vendor, Subcontractors and Sub-subcontractors until all work is completed by the Vendor and accepted by District U-46.

Automobile Liability. Each vendor shall obtain at his expense Comprehensive Automobile Liability Insurance covering all owned, hired and non-owned vehicles, providing for bodily injury and death coverage in limits of any amount not less than

\$500,000 per person and \$1,000,000 per accident, and property damage coverage in limits of an amount not less than \$500,000 per accident. The Vendor shall be the named insured.

**Workmen's Compensation.** Each Vendor shall obtain at his expense insurance protecting Vendor from all liabilities that may be imposed under the Workmen's Compensation Act and the Workmen's Occupational Diseases Act of the State of Illinois. In the event any portion of the work is sublet, each Vendor shall require the Subcontractor and Sub-subcontractor similarly to provide such insurance for all their employees. The limit of liability afforded under the Employer's Liability Section of the Workmen's Compensation and Employer's Liability Policy shall not be less than \$500,000 for any one accident or occupational disease. Certificates of Insurance indicating State approved self-insurance on aggregate excess for Workmen's Compensation and Occupational Disease are acceptable subject to the approval of District U-46.

**Comprehensive General Liability and Property Damage.** Each Vendor shall obtain at his expense such Comprehensive General Liability and Property Damage Insurance as shall protect him from claims for damages for bodily injury, including accidental death, as well as from claims for property damage including loss of use resulting there from, which may arise from activities under or incidental to the Contract, both on or off the site, whether such activities be by himself, any Subcontractor or Sub-subcontractor or anyone directly or indirectly employed by any of them, or as otherwise may be herein specified.

Public Liability Insurance shall be in an amount not less than \$1,000,000 for bodily injury, including accidental death, to any one person and subject to the same limits for any one occurrence. Property Damage Insurance shall be in an amount not less than \$500,000 for damage to property in any one occurrence with an aggregate limit of not less than \$1,000,000. The Comprehensive General Liability Insurance shall include coverage for Operations-Premises, Vendor's Protective Liability, Completed Operations and Contractual Liability. The policy shall be endorsed to provide Broad Form Property Damage Liability.

**Owner's Protection.** Each Vendor shall provide at its expense, Owner's Protective Insurance naming School District U-46 as Insured, and shall include District U-46 as named insured under the foregoing Comprehensive General Liability and Property Damage Insurance. Said insurance shall afford the District the same protection and in the same amounts as required in paragraph above for the Vendor, and shall protect the District from all claims for bodily injury and property damage arising from its ownership of the premise and general supervision or observation of the work, including claims by employees of the Vendor, and Subcontractors or Sub-subcontractors.

The Vendor shall furnish School District U-46 copies of the policy, which shall contain a provision that the policy will not be cancelled or altered until at least 30-business day's prior written notice has been given to the District U-46.

Owner's Protective Insurance shall be written on a Comprehensive General Liability and Property Damage form for the Project.

Upon an award to the successful vendor by the District, the successful vendor shall be required to submit certification or indemnification in a form satisfactory to the District of the above mentioned coverage to protect the District against claims for property damage and personal injuries, including death, caused by the successful vendor or its employees or subcontractors during the performance of its obligations under the contract.

#### **I. PRESENTATION/INTERVIEW**

Vendors may be requested to make a presentation of their proposal for clarification only. All vendors agree to provide all such additional information as, and when, requested, at their own expense, provided no vendor in supplying any such information shall be allowed, in any way to change the structure originally submitted in its proposal or in any way materially alter or add to the solutions originally proposed.

#### **J. LOSS OF SERVICE**

The District shall have the right to retain and set off any monies payable to the successful vendor(s) under the contract the total outstanding amount from time to time for all damage claims by the District or any third parties arising out of this contract, which have not been resolved, by the successful vendor(s) or its insurer.

The District reserves the right to withhold monies owing under the contract to the value of the obligations to a maximum of the monies owing to the successful vendor for any indebtedness of the supplier that may impact on the District.

The successful vendor shall be responsible for ensuring continuous delivery of the goods and services in the event of a labor disruption by the successful vendor, the District staff or third party interruptions.

In the event that the successful vendor(s) becomes insolvent, and/or the successful vendor is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the District shall have the right to replace the successful vendor with another service provider suitable to the District in addition to all of its other rights pursuant to the term of this proposal.

#### **K. CONFLICTS OF INTEREST**

No non-governmental Vendor may have on its Board of Directors (or comparable body), employ or have under contract for services;

1. any present full time officer or employee of School District U-46 or the Board of Education or any part-time officer or employee of the Board, or
2. any present full-time officer or employee of the District (including the Board of Education) on leave from the District or the Board or any part-time officer or employee of the Board currently on leave from the Board.

No officer or employee of the District or the Board of Education or the officer or employee's spouse/domestic partner or unemancipated child(ren) can have an ownership interest in the vendor, defined as an interest which exceeds five percent of the firm or an investment of \$32,000 in cash or other forms of commitment, whichever, is less, and any lesser interest when the officer or employee or spouse, unemancipated child(ren), or domestic partner exercises managerial control or responsibility regarding any such firm.

No former officer or employee of the District or the Board may appear before the Board on behalf of a non-governmental Vendor within one year of the former officer or employee's termination of service with the Board or the District. An appearance before the Board includes all communications with the Board. However, a former employee of the Board or the District is not prohibited from serving on a non-governmental Vendor's Board of Directors (or comparable body), or from employment or contracting for services with the Vendor, provided that the former employee does not appear before the Board within one year of the termination of service with the Board or the District.

No former officer or employee of the Board or the District may have any involvement on behalf of a non-governmental Vendor with any aspect of a contract, including services under that contract, if that former officer or employee was involved substantially and personally with any aspect of that contract while employed by the Board or the District.

The vendor warrants that, other than a bona fide employee or vendor regularly working as a sales representative for the vendor, no person, selling agency, or other entity has solicited or secured this agreement, or has been employed or retained to do so, for a commission, percentage, brokerage fee or contingent fee.

The Vendor shall not give, and warrant that it has not given or promised to give, any gift or thing of value to a School Board Member, School District employee or any officer or other person whose salary is payable in whole or part by the Board or the District, or other funds under this agreement.

If the Vendor violates any provision of the Conflict of Interest Clause, the Board



may, at its option: (1) cancel and terminate this agreement and be relieved of all liability hereunder; (2) deduct all amounts paid by the Vendor or other value given by the Vendor in violation of this paragraph from payments made or to be made to the Vendor under this or any other agreement at any time; (3) require the refund of any funds paid hereunder; (4) any combination of the foregoing; or (5) any other action the Board deems necessary and appropriate as permitted by law. Any breach of the warranties or violation of the provisions of this paragraph shall be grounds to find the Vendor or its principals as not a responsible vendor on other District contracts.

#### **L. GENERAL TERMS AND CONDITIONS**

Any response to this request for proposal is **IRREVOCABLE FOR 120 DAYS from the proposal opening date**. The District reserves the right to decline any or all proposals, in whole or in part, at any time prior to making an award, for any reason, without liability being incurred by School District U-46 to any vendor. All costs associated with the preparation of the vendor's proposal will be solely the responsibility of the vendor. School District U-46 reserves the right to cancel the proposal call in whole or in part without making any award at its sole discretion, without any liability being incurred by the District to any vendor for any expense, cost, loss or damage incurred or suffered by the vendor as a result of such withdrawal.

The proposal submitted by the proponent prior to the opening date specified in this document shall become the property of School District U-46 and shall not be returned.

School District U-46 reserves the right to terminate its contract with the successful vendor on 30 days written notice if, in its opinion, the successful vendor fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful vendor shall remain responsible for its obligations under this contract up to the date of termination. Notwithstanding the termination of this contract by School District U-46, the District reserves the right to commence an action in a court of competent jurisdiction against the successful vendor for damages that result from the breach of the terms and conditions of the contract, by the permission of School District U-46.

All of the terms and conditions of this Request for Proposal and the Purchase Order of School District U-46 are assumed to be accepted by the vendor and incorporated into its proposal.

The successful vendor shall not at any time subcontract any portion of its contract with School District U-46 or assign a contract without the written permission of the School District. The successful vendor shall not, at any time, change subcontractors approved by the District without permission of School District U-46.

While School District U-46 has used considerable efforts to ensure an accurate representation of information in this Request for Proposal, the information contained herein is contained solely as a guideline for vendors. The information is not guaranteed or warranted to be accurate by the District, nor is it necessarily comprehensive in respect to the matters addressed in the Request for Proposal.

Any proposal submitted which does not strictly comply with the provision, procedures and requirements of the Request for Proposal, or is incomplete, ambiguous, or which contains errors, alterations, misleading information, omissions or irregularities of any kind, may be rejected and disqualified at the discretion of the District. All vendors agree to provide all such additional information as, and when, requested, at their expense, provided no vendor in supplying any such information shall be allowed, in any way to change the pricing or other costs quotations originally submitted in its proposal or in any way materially alter or add to the solution originally proposed.

All vendors agree not to disclose any information provided by School District U-46 in this Request for Proposal to any third party.