Request For Qualifications

Educational and Economic Feasibility Study of Windham High School

RFQ #WPS-12017

Inquiries:

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Proposals Due: **Friday, December 9, 2016**
11:00AM, EST

1. General Provisions

1.1 Introduction

Windham Public Schools (WPS) provides education to over 3,000 students in Windham and Willimantic, Connecticut. The Windham Public Schools system is committed to provide students with optimal educational services. Students are currently served 4 Elementary schools, a Science, Technology, Engineering and Math (STEM) grade K-8 Magnet school, 1 Middle School, and **1 High School.**

Our Mission: Windham Public Schools provides all students equitable access to a high quality education and graduates students who are prepared to become productive members of society. The school district and community hold a commitment to support cultural and linguistic diversity, deep student engagement, and the pursuit of lifelong learning.

Our Vision: Every student, every day, in every classroom will be deeply engaged in their own learning, challenged by high expectations, supported by staff, family, and community, and will graduate with the competence and confidence needed for success.

1.2 Project Background

The District is in the midst of a 10 Year Facilities Master Plan. Currently each of the Elementary schools are at or over the State recommended capacity, and the Middle and High Schools are under capacity, combined a declining enrollment projection. Overall, the district would need to grow to meet the total enrollment criteria for the buildings and use groups as they exist today, or the buildings and /or use groups adjusted to be more efficient.

In order to achieve the maximum reimbursement from the State, and develop a desired curriculum for each school, several options have been discussed with the High School at the forefront of these plans.

Adding programs such as the Board of Education Central Office and Windham Early Childhood Center (WECC) to the High School are currently being considered with the Facilities Master Plan.

The Windham Board of Education (the Board) has directed WPS to solicit proposals for a Feasibility Study to determine the future of **Windham High School** (WHS), a 222,518 s.f. building constructed in 1970. The Board seeks an analysis and appraisal of present and future educational needs in relation to student enrollment, educational programs, grade organization, school facility and building capacity of WHS.

Need: Analyze the educational and economic impact of three (3) potential options for Windham High School

1. Renovate Like New
2. Demolish Portions of the facility
    a. Consider how the Board of Education Central Office and WECC would function in this scenario
3. Fully outsource all High School students and close WHS. Consider if there are enough seats in other regional high schools to accommodate all students
4. All scenarios should evaluate:
    a. Economic/social effects on Windham community and students
    b. Tuition and transportation costs over time
    c. Special education costs/needs

Synopsis: What is the cost to Windham taxpayers in each scenario?

1.3 Scope of Services

Services may include, without limitation, reviewing drawings and specifications, provision of individual sub-consultants with specialized knowledge, assisting in the preparation of reports, appearances before Commissions, providing expert opinions, or conclusions as well as performing technical investigations.

These reports may include, without limitation, population and demographic studies, feasibility investigations, space planning, code compliance, cost studies, economic comparisons, and life-cycle-analysis. Such studies or reports are to be comprehensive with objective statements, and all significant historical and background information. They shall contain problem statement(s) and detailed analysis. They must also contain conclusions and/or recommendations along with all supporting information, test reports, graphs, charts, figures, computations, and observations. They are to be neatly bound in standard notation, entitled, and stamped by an applicable professional licensed in the State of Connecticut.

1.4 Qualifications of Proposers

WPS is seeking well-qualified and experienced professionals for this project. As part of the proposal, please include the following information:

- Name of company and parent company, if any. Description of the firm and a listing of key individuals who will be working on this study
- Address of principal office and office from which the project will be managed
- Description of all proposed subcontractors, their services and activities and a listing of key individuals who will be working on this study
- Briefly describe your firm's project management process
- Names, titles, reporting relationships, background and experience of the principal members of the company, including officers
- Litigation - Describe any litigation, including arbitration proceedings (past and present), involving your firm
- Insurance coverage
- Proposal Form
- Bid Certificate.

1.5 Timeline

It is the intent that this study will be used as a basis to submit an ED049 Grant Application and Executive Summary of Educational Specifications for a School Building Project by June 30, 2017.

RFQ Issued – November 18, 2016
RFQ Due – December 9, 2016
Interviews/Request for Proposals – December 12-16, 2016
Contract Award – December 22, 2016
Study Due – May 29, 2017

2. Response Instructions

The submitted proposals must follow the rules and format established within this Request for Qualifications (RFQ). Adherence to these rules will ensure a fair and objective analysis of all proposals. Each proposal must be submitted in a sealed envelope bearing the bid number "**RFQ #WPS-12017"** and titled **"Educational and Economic Feasibility Study"**. Eight (8) printed copies of the proposal and one (1) electronic copy on a USB drive or CD Rom must be provided. Each Proposer shall be responsible for all costs incurred in order to prepare and submit their response to this RFQ. All submitted materials become the property of WPS.

2.1 Delivery of Qualifications

Qualifications must be submitted in a sealed package to: Mr. Wayne Donaldson, Director of Facilities, Windham Public Schools 322 Prospect Street Willimantic, CT 06226 by **11:00 AM on Friday, December 9, 2016**, at which time proposals shall be opened publicly. It is the sole responsibility of the Proposers to see that their proposals are received on time. Any proposal received after the proposal due date and time shall be eliminated from consideration. **Facsimile or email proposal responses will not be accepted.** RFQ/P cannot be modified by anyone other than the assigned agent for the Board represented by the Director of Facilities in writing.

2.2 Questions and Communications

Proposers are hereby notified not to contact any member of the WPS staff and its elected officials, except as provided herein regarding this proposal until such time as a contract has been awarded. All questions about the proposals should be directed to Mr. Wayne Donaldson, Director of Facilities, by email at wdonaldson@windham.k12.ct.us no later than **2:00 PM on Friday, December 2, 2016.** Answers to all received questions will be posted on the WPS website at http://www.windhamps.org/apps/pages/index.jsp?uREC_ID=443945&type=d&pREC_ID=957494

2.3 Opening of Proposal

All proposals will be opened and recorded by WPS beginning at **11:00AM on Friday, December 9, 2016.** This will be a public opening.

2.4 Eligibility Period

All proposals are required to be offered for a term not less than 180 calendar days in duration. A proposal may not be modified, withdrawn, or cancelled by the Proposer during the 180 day time period following the time and date designated for the receipt of proposals.

2.5 Tax Exemption

WPS is tax exempt and will provide appropriate documentation if needed.

2.6 Proposal Selection

WPS intends to "short-list" proposers responding to this RFQ and select one or more firms to an interview to accurately assess their qualifications. Selected proposers shall also complete and provide the enclosed Proposal Form in a sealed envelope. WPS will evaluate and select a proposer based on the Selection Criteria in Section 2.8 in addition to qualifications, experience and performance with similar engagements, references, ability to provide timely services, awareness of project issues, opportunities and constraints, and estimated fees and expenses. The selected proposer must be able to meet all municipal, state and federal affirmative action and equal employment opportunity practices and guidelines.

WPS does not expressly state or imply any obligation to reimburse responding proposers for any expenses incurred in preparing submissions in response to this request. The Town reserves the right to reject any or all submissions, to select a firm in a manner that is advantageous to the municipality and to waive all formalities in the bidding. Neither the WPS, Town of Windham, nor any of its respective officers, directors, employees or authorized agents shall be liable for any claims or damages resulting from the evaluation, selection, non-selection or rejection of any proposal submitted in response to this Request for Qualifications and subsequent Request for Proposals. The project will not be deemed to be awarded until a written contract, in a form acceptable to WPS has been fully executed by both parties.

2.7 Proposal Format

All proposals shall be prepared in strict compliance with the format outlined below. Failure to comply with all provisions of this RFQ may result in the proposal being disqualified.

All packages must be securely bound and limited to 75 pages.

Title page: The title page should include the subject of the proposal, the proposing company's name and address, the name, address, and telephone number of a contact person, and the date of the proposal.

Table of contents.

Letter of Interest/Executive summary: This summary, limited to two (2) single-spaced typewritten pages, should provide a high-level description of the Proposer's ability to meet the requirements of the RFQ and a statement describing why the Proposer believes itself to be the best qualified to provide the specified services.

Resumes: Detailed scope of work and implementation timeline to meet the study deadline.

Study Examples: minimum of five (5) similar detailed by scope, tasks and deliverables. Include:

- Details on population of district and/or facility
- Building sizes of district and/or facility
- Existing and proposed designs (if applicable)
- Data on funding sources
- List of all sub-consultants
- Economic and educational impact analysis with methods and results
- Client reference and contact information.

Schedule: Detailed scope of work and implementation timeline to meet the study deadline.

Warranties/Exclusions: Proposers shall include with the RFQ response an overview of all applicable warranties for service, including exclusions. Proposers must detail the responsibilities WPS will assume and describe any Proposer services provided during the study period.

2.8 Evaluation and Selection

Selection Criteria (includes, but is not limited to):

2.8.1 The Proposer's technical understanding of the Scope of Services as evidenced by the quality of the proposal submitted.

2.8.2 The background and experience of the firm in providing the wide range of services requested and past successful history of educational and school planning.

2.8.3 The demonstrated effectiveness of the Consultant's proposed services delivery system to ensure quality service and timely completion of services.

2.8.4 The background, education, qualifications and relevant experience of key personnel to be assigned to this contract, especially those of the primary point of contact and licensed professionals.

2.8.5 Document experience of completed projects with proposed team members/ sub-consultants and their roles.

2.8.6 Brief strategy on how and to what extent the team can help WPS design, organize and implement public presentations regarding this study.

2.8.7 Brief strategy on how and to what extent the team can help WPS achieve maximum State reimbursement.

2.8.8 References attesting to the quality of services performed and/or demonstrated ability of the Consultant.

2.8.9 Experience with urban school districts or Alliance Districts.

2.8.10 Experience with CT Department of Administrative Services (DAS) Office of School Construction Grants (SCG) Funding.

2.8.11 Experience with the Town of Windham or the region.

2.8.12 Experience with school studies in the State of Connecticut.

2.8.13 Experience with school studies in the past five (5) years.

2.8.14 Experience with successful school referendum campaigns.

2.8.15 Experience with High Performance Building Construction (HPB)

2.8.16 Thoroughness, presentation and quality of proposal.

3. Terms and Conditions

3.1 Proposal Withdrawal

No proposal can be withdrawn after it is filed unless the Proposer makes a request in writing to Mr. Wayne Donaldson, Director of Facilities, prior to the time set for the opening of the proposals.

3.2 Collusion Among Proposers

Multiple proposals from an individual, firm, partnership, corporation or association under the same or different names are subject to rejection. Reasonable grounds for believing that a Proposer is interested in more than one proposal for the work contemplated may result in rejection of all bids in which the Proposer is interested. Any or all proposals will be rejected if there is any reason for believing that collusion exists among the Proposers. Participants in such collusion may not be considered in future solicitations for the same work. Each Proposer, by submitting their qualifications, certifies that it is not a party to any collusive action.

3.3 Irregular Proposals

Proposals may be rejected if they show omissions or irregularities of any kind. Proposals taking or noting exception to any element requested may be rejected in their entirety.

3.4 Laws and Regulations

It shall be understood and agreed that any and all articles and/or equipment furnished or contract awarded on this proposal shall comply fully with all applicable local, state, and federal government laws and regulations.

3.5 Non-Conflict of Interest Statement

It is unlawful for any officer, employee or agent of WPS to participate personally in his/her official capacity through decision, approval, disapproval, recommendation, advice or investigation in any contract or other matter in which he/she, his/her spouse, parent, minor, child, brother or sister, has a financial interest, or to which any firm, corporation, association, or other organization in which he/she has a financial interest, or in which he/she is serving as an officer, employee, or agent. The successful Proposer agrees that during the term of the Contract and for twenty four (24) months following the delivery of the final report and presentation, the successful Proposer, its employees, agents, and representatives, shall not, with or without compensation, on behalf of the successful Proposer, or another person, entity, or corporation, take any action in connection or receive any benefit with any specific matter, finding or recommendation associated in any way with this project, except with the express written consent of WPS.

3.6 Non-Discrimination of Employment

WPS actively subscribes to a policy of equal employment opportunity and will not discriminate against any employee or applicant because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, nation origin or political affiliation. Proposers shall not discriminate in any manner against any employee because of race, sex, age, color, physical or mental handicap, marital status, sexual affiliation, religion, national origin or political affiliation.

3.7 Confidentiality

Proposer shall treat confidential all information, reports, and documents, hereafter, "Data", regardless of form, that Proposers receive or is provided access by WPS. Proposers shall take all precautions necessary to prevent disclosure of such Data to others except upon the express written approval of WPS. Any third parties to whom Proposers are authorized to provide Data shall be required, as a condition of receiving such Data, to execute confidentiality agreement satisfactory to the WPS. Proposers shall not use Data for any purpose other than the performance of work stipulated under the contract. Upon WPS's request, Proposers will return to WPS all copies of Data. Proposers shall safeguard against disclosure to all others Data in a Proposers possession for a period of seven years after completion of the work and only if permitted by law.

3.8 Proprietary Information

WPS recognizes that in responding to this request for qualifications, Proposers may submit proprietary information. To the extent submitted by law, WPS will keep confidential such proprietary information provided that the conditions as described in the following paragraph are met.

Proprietary information must be submitted separately and must be clearly identified as containing proprietary information. Reference to the proprietary information must be clearly made in the detailed response, and conversely the section in the proprietary information packet shall be clearly labeled as to the location in the detailed response it references. Labeling a complete proposal proprietary, that is general in nature, may be cause for rejection of the proposal.

3.9 Contingent upon Availability of Funds

WPS's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of WPS for any payment may arise until funds are made available and approved by the Board for this contract and until a selected Proposer receives a Purchase Order as a notice of such availability.

3.10 Insurance Requirements

Based upon the outcome of this process, the final chosen Proposer shall procure and maintain insurance against claims for injuries or losses to persons or property that are alleged to have arisen in connection with activities of the Proposer and any agents, representatives, subcontractors or employees. Insurance companies must be licensed by the State of Connecticut or otherwise acceptable to WPS. The cost of such insurance, including required endorsements or amendments, shall be the sole responsibility of the Proposer. Full disclosure of any nonstandard exclusion is required for all required coverage.

It is further agreed that the Proposers shall provide WPS with a thirty (30) day notice of cancellation.

3.10 Insurance Requirements (cont.)

Commercial General Liability (Windham Public Schools added as additional insured):

Each Occurrence: $1,000,000

Personal/Advertising Injury Per Occurrence: $1,000,000

General Aggregate: $2,000,000

Product/Completed Operations Aggregate: $2,000,000

Fire Damage Legal Liability $ 100,000

Automobile Liability (Windham Public Schools added as additional insured):

Each Accident: $1,000,000

Hired/Non-owned Auto Liability: $1,000,000

Workers' Compensation/Employers Liability

Workers' Compensation Statutory Requirement set forth by State of CT

Employers Liability

Each Accident $100,000

Disease-Policy Limit $500,000

Disease-Each employee $100,000

Umbrella/Excess Liability (following form of general liability, auto liability and employer liability):

Each Occurrence: $1,000,000

General Aggregate: $2,000,000

Product/Completed Operations Aggregate: $2,000,000

Professional Liability

Prime Consultant $5,000,000

Architects/Engineers $5,000,000

Sub-Consultants $1,000,000

Insurance certificates are required to be submitted to the WPS Business Office upon award of contract to proposer. Failure to submit an insurance certificate may result in cancellation of the contract.

3.11 Indemnification and Hold Harmless

Proposers shall fully indemnify, defend and hold harmless WPS and the Town of Windham (the Town) and all of its respective officers, elected officials, employees, agents, servants and volunteers to the fullest extent allowed by law for any claim for personal injury, bodily injury, death, property damage, emotional injury or any other injury, loss or damage of any kind, including loss of person identifiable information, occurring during the term of the agreement and alleged to have been caused in whole or in part by Proposers, and even if caused by the negligence of Windham Public Schools or any of their officers, elected officials, employees, agents, servants and volunteers. Proposers shall require of subcontractors, by appropriate written agreements, the same requirements in favor of WPS.

3.12 Waiver of Subrogation Requirement

Proposers will require all insurance policies in any way related to the work and secured and maintained by the Proposers to include clauses stating each carrier will waive all rights of recovery, under subrogation and otherwise, against WPS and the Town, and its respective officers, elected officials, employees, agents, servants and volunteers. Proposers shall require of subcontractors, by appropriate written agreements, similar waivers each in favor of WPS.

3.13 Award

Respondents will be asked to submit a proposal based on best qualifications. Both quality of the proposal and the firm's experience will be evaluated.

3.14 Reserved Rights

WPS reserves the right to:

Reject any or all of the proposals.
Issue subsequent RFQs or RFPs.
Cancel the entire RFQ.
Remedy technical errors in the RFQ or RFP process.
Appoint evaluation committees to review proposals.
Seek the assistance of outside technical experts in proposal evaluation.
Require modifications to initial proposals.
Excuse technical defects in a proposal when, in its sole discretion, such excuse is beneficial to WPS.
Investigate the qualifications of any Proposer under consideration.
Require confirmation of information furnished by Proposers.
Require additional evidence of qualifications to perform the services described in this RFQ.
Approve or disapprove the use of particular subcontractors.
Negotiate with any, all, or none of the Proposers.
Solicit best and final offers from all or some of the Proposers.
Award a contract to one or more Proposers.
Accept other than the lowest priced bid.
Waive informalities and irregularities in proposals.
Use the final product of this Study as part of the WPS Facilities Master Plan.

Failure to include in the proposal all information outlined herein may be cause for rejection of the proposal. Information and/or factors gathered during interviews, negotiations and any reference checks, and any other information or factors deemed relevant by WPS, shall be utilized in the final award.

3.15 Independent Contractor

The Proposer that is awarded a contract as a result of this RFQ shall be an independent contractor to WPS. Neither the contractor nor its employees shall be held or deemed in any way to be the agent or employee of WPS and the Town.

3.16 Default and Termination of Contract Award

If, at any time during the term of the contract award, the contractor, in the sole discretion of WPS: (a) has failed to provide the level of services required under the contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the contract other than as provided herein; or (i) fails to comply with any other term or condition contained in the contract award, WPS shall have the right to terminate the contract upon written notice to the contractor. The above remedies are in addition to any other remedies WPS may have. In the event of contract termination by WPS, WPS's payment obligation shall cease.

3.17 Payments

Invoices must be presented after each of the tasks listed below is completed by the contractor. Invoices will be approved for payment upon the acceptance by the Board of the applicable data/report:

(1) Data gathering phase complete – requires submission of raw data obtained (electronic and hard copy forms) and a summary of that data (25% payment);

(2) 90% completion – deadline **Friday, May 15, 2017** – requires submission of a draft preliminary report (25% payment);

(3) Completed report and presentation – final report deadline of **Friday May 29, 2017** – requires electronic and hard copy forms of the report. (25% payment)
(4) Final payment of 25% on acceptance, approval and presentation of the report.

WPS may withhold payments if it determines that the data/reports received are incomplete or inaccurate. The contractor will have 15 days to correct discrepancies.

4. Components and General Requirements

4.1 Components of the Feasibility Study

a) Executive summary of process and findings
b) Background information
c) Statement of the problem or statement of the task
d) Summary of data
e) Summary of research and methods
f) Recommendations
g) Presentation of the study by the independent contractor

4.2 General Requirements

All proposals must describe the technical approach by which data will be obtained, compiled and analyzed.

The Feasibility Study must include information regarding the following:

a) Updated student enrollment projections for the next ten (10) years. Consideration must be given to the impact of other available educational opportunities for Windham students such as magnet schools, charter schools and technical schools. Additionally, the impact of potential legislative changes on the state's open choice program and the possibility of preschool expansion must be considered.

b) Are we operating as effectively and efficiently as we could be (e.g. staffing and student transportation)?
c) Educational and occupational outcomes related to reconfiguration and/or redistricting.
d) Estimated costs and cost savings associated with each recommendation.
e) The economic impact on the Town of Windham if a school closes. Consider the potential impact on the population of the town, impact on property values and businesses as well as any effects on bonding capacity.
f) The ramifications to academic and educational programs and to the taxpayers for each recommended solution.

WINDHAM PUBLIC SCHOOLS

REQUEST FOR PROPOSAL

For selected firms only.

All bids must be made on the following form. To be responsive this bid must be properly executed, accompanied by the appropriate bid security as required, and accompanied by any additional bid sheets required by the proposal documents.

The undersigned acknowledges that it has carefully examined all of the proposal documents bound in with this bid, including any addenda, has participated in any site visit and is familiar with any factors which may affect this contract, and offers to perform, in strict conformity with each and every provision of the contract at the prices set forth in this bid and within the period of time specified for completion in the contract documents. This offer shall be irrevocable for a period of 180 days from the date of the bid opening. Windham Public Schools and the Bidder may mutually agree to extend the time limit.

By submission of this bid, the undersigned and each person signed on behalf of the undersigned certifies, under penalty of perjury, that: (a) The prices in this bid have been arrived at independently, without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; (b) unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the undersigned and will not knowingly be disclosed by the undersigned prior to opening, directly or indirectly, to any other bidder or to any competitor (c) no attempt has been or will be made by the undersigned to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

PROPOSAL FORM

(provide in sealed envelope at time of interview)

Name of Contract: **Educational and Economic Feasibility Study of Windham High School**

Total Bid Amount $_____

Bid amount for unit pricing are provided on the Detailed Bid Specification Document provided herein.

Bid Addendum:

Addendum _____ $_____

Addendum_____ $_____

LENGTH OF TIME PRICES WILL BE HONORED: _____

STATE ESTIMATED DELIVERY DATE: _____

STATE ESTIMATED COMPLETION DATE: _____

IN WITNESS WHEREOF, the undersigned has caused this Bid to be signed and delivered as of the date bids are opened by the Owner.

NAME OF BIDDER_____
(Exact Name of Individual, Firm or Corporation)

Signature of Officer_____

Typed Name and Title of Officer _____

Address _____

_____

_____

Telephone _____ FAX _____

CERTIFICATE IF BIDDER IS A CORPORATION

I, the undersigned, as Secretary to the corporation submitting the foregoing bid, hereby certify that under and pursuant to the by-laws and resolutions of said corporation, each officer who has signed such bid on behalf of the corporation, including the foregoing assurance of irrevocability, is fully and completely authorized so to do.

_____

_____
(Typed Name)
Secretary