

STATE OF KANSAS
DESIGN BUILD PROJECT NO. A-014454

ADDENDUM NO. 04
PRE-PROPOSAL
August 1, 2022

ISSUED BY:

Department of Administration (DOA)
Office of Facilities and Property Management (OFPM)
Design, Construction & Compliance (DCC)
700 SW Harrison St., Suite 1200
Topeka, Kansas 66603-3929

NOTICE ALL RESPONDENTS FOR THE:

Kansas Department of Administration
Docking State Office Building Reconstruction
Topeka, Kansas

You are instructed to read and to note the following described changes, corrections, clarifications, omissions, deletions, additions, approvals and pertinent statements.

Article 4-1; REQUEST FOR PROPOSAL (attached)

- A. Reference ATTACHMENT A for Request for Proposal

Article 4-3; Stipend Agreement (attached)

- A. Reference ATTACHMENT B for Stipend Agreement. Note response request of agreement or waiver within 10 calendar days of issuance.

Article 4-2; Cost Proposal (attached)

- A. Reference ATTACHMENT C for Cost Proposal

Article 4-4; Proposal Evaluation Forms (attached)

- A. Reference ATTACHMENT D for Cost Proposal Evaluation Form revised to \$1,000. Delay Value.

Article 4-5; Contract Agreement, Exhibit(s), Supplementary Conditions, and Provision Attachment (attached)

- A. Reference ATTACHMENT for amended draft AIA Document A141 – 2014 Standard Form of Agreement Between Owner and Design-Builder (42 pages)
- B. Reference ATTACHMENT for amended draft AIA Document A141 – 2014 Exhibit A Design-Build Amendment (14 pages)
- C. Reference ATTACHMENT for amended draft AIA Document A141 – 2014 Exhibit B Insurance and Bonds (7 pages)
- D. Reference ATTACHMENT for Supplementary Conditions (41 pages)
- E. Reference ATTACHMENT for State of Kansas DA-146a Contractual Provisions Attachment (2 pages)

*** RECEIPT OF THIS ADDENDUM IS TO BE ACKNOWLEDGED WITHIN PROPOSAL A-014454***

DESIGN, CONSTRUCTION & COMPLIANCE

Request for Proposal
State of Kansas - Department of Administration
Office of Facilities and Property Management (OFPM) – Design, Construction and Compliance (DCC)
Project Number: A-014454

Project Number/Name: A-014454 Docking State Office Building Reconstruction
Contract: New
Date Issued: August 1, 2022
Point-of-Contact: Bobbi Pearson, OFPM-DCC Project Manager
Telephone: 785-581-2492
E-Mail Address: bobbi.pearson@ks.gov

Item: DESIGN – BUILD DELIVERY for
A-014454 Docking State Office Building Reconstruction

Agency: State of Kansas - Department of Administration - Office of Facilities and Property
Management (OFPM) - Design, Construction and Compliance (DCC)

Project Location: 915 SW Harrison Street, Topeka Ks

Term of Contract: Design-Build Delivery Services for continuation of efforts, utilizing Bridging Documents
(Owner's Minimum Requirements & Design Guide Illustrations), to complete design work,
produce construction documentation, and perform and administer construction through to
Occupancy and including one-year warranty period.

Inquiries for clarification of the Request for Proposal (RFP) due by close of business on **October 6, 2022**.

Addendum response, if required, will be issued no later than close of business **October 11, 2022**.

Proposal Closing Time & Date: 2:00PM on October 18, 2022

Procurement Negotiating Committee shall make public the scoring of Phase II Technical Proposal of Design
process and each proposer's Phase III Cost and Contract Time shall be opened and read aloud.

SIGNATURE SHEET

Item: DESIGN – BUILD DELIVERY for
A-014454 Docking State Office Building Reconstruction

Agency: State of Kansas – Department of Administration, Office of Facilities and Property
Management (OFPM) – Design, Construction and Compliance (DCC)

Closing Time & Date: 2:00PM on October 18, 2022

By submission of Proposal and signatures affixed thereto, the Proposer certifies all products and services proposed meet or exceed all requirements as set forth in the Request for Proposal and that all exceptions are clearly identified.

Legal Name of Person, Firm or Corporation: _____

Mailing Address: _____

City & State: _____ Zip Code: _____

Business Phone Number: _____ Cell Phone Number: _____

Tax Number: _____

CAUTION: If your tax number is the same as your Social Security Number (SSN), you must leave this line blank. DO NOT enter your SSN on this signature sheet. If your SSN is required to process a contract award, including any tax clearance requirements, you will be contacted by an authorized representative of the Division of Purchases at a later date.

Email: _____

Signature: _____ Date: _____

Typed Name: _____ Title: _____

If awarded, contract and purchase orders are to be directed to the following address, if other than above.

Award Contact Name: _____

Mailing Address: _____

City & State: _____ Zip Code: _____

Business Phone Number: _____ Cell Phone Number: _____

Email: _____

TAX CLEARANCE

A Tax Clearance is a comprehensive tax account review to determine and ensure that the account is compliant with all primary Kansas Tax Laws administered by the Kansas Department of Revenue (KDOR) Director of Taxation. Information pertaining to a Tax Clearance is subject to change(s), which may arise as a result of a State Tax Audit, Federal Revenue Agent Report, or other lawful adjustment(s).

Proposers shall submit a current Tax Clearance Certificate along with the signed renewal document.

To obtain a Tax Clearance Certificate:

- Go to <https://www.ksrevenue.gov/taxclearance.html> to request a Tax Clearance Certificate
- Return to the website the following working day to see if KDOR will issue the certificate
- If issued an official certificate, print document and attach to your signed renewal document
- If denied a certificate, engage KDOR in a discussion about why a certificate was not issued

Per KSA 75-3740-(c), the Director of the Office of Facilities and Property Management may reject the proposal of any proposer who is in arrears on taxes due the State of Kansas. The Division of Purchases will confirm tax status prior to the release of a purchase order or contract award. The State of Kansas reserves the right to allow opportunity to clear tax status within ten (10) calendar days, or to proceed with award to the next lowest responsive proposer, whichever is determined by the Director of Facilities Management to be in the best interest of the State.

The Secretary of Revenue is authorized to exchange such information with the Director of Purchases as necessary to determine tax clearance status, notwithstanding any other provision of law prohibiting disclosure of the contents of taxpayer records or information.

Information about Tax Registration can be found at the following website:

<https://www.ksrevenue.gov/busregistration.html>

**CERTIFICATION REGARDING
IMMIGRATION REFORM & CONTROL**

All Contractors are expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Contractor as well as any subcontractor or sub-subcontractor. The usual method of verification is through the Employment Verification (I-9) Form. With the submission of this bid, the Contractor hereby certifies without exception that Contractor has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Contractor certifies that, should it be awarded a contract by the State, Contractor will comply with all applicable federal and state laws, standards, orders and regulations affecting a person's participation and eligibility in any program or activity undertaken by the Contractor pursuant to this contract. Contractor further certifies that it will remain in compliance throughout the term of the contract.

At the State's request, Contractor is expected to produce to the State any documentation or other such evidence to verify Contractor's compliance with any provision, duty, certification, or the like under the contract.

Contractor agrees to include this Certification in contracts between itself and any subcontractors in connection with the services performed under this contract.

Signature, Title of Contractor

Date

**KSA 75-3740
CERTIFICATION OF COMPANY
NOT CURRENTLY ENGAGED IN A BOYCOTT OF GOODS or SERVICES FROM ISRAEL**

In accordance with HB 2482, 2018 Legislative Session, the State of Kansas shall not enter into a contract with a Company to acquire or dispose of goods or services with an aggregate price of more than \$100,000, unless such Company submits a written certification that such Company is not currently engaged in a boycott of goods or services from Israel that constitutes an integral part of business conducted or sought to be conducted with the State.

As a Contractor entering into a contract with the State of Kansas, it is hereby certified that the Company listed below is not currently engaged in a boycott of Israel as set forth in HB 2482, 2018 Legislature.

Signature, Title of Contractor

Date

Printed

Name of Company

Policy Regarding Sexual Harassment

WHEREAS, sexual harassment and retaliation for sexual harassment claims are unacceptable forms of discrimination that must not be tolerated in the workplace; and

WHEREAS, state and federal employment discrimination laws prohibit sexual harassment and retaliation in the workplace; and

WHEREAS, officers and employees of the State of Kansas are entitled to working conditions that are free from sexual harassment, discrimination, and retaliation; and

WHEREAS, the Governor and all officers and employees of the State of Kansas should seek to foster a culture that does not tolerate sexual harassment, retaliation, and unlawful discrimination.

NOW THEREFORE, pursuant to the authority vested in me as Governor of the State of Kansas, I hereby order as follows:

1. All Executive Branch department and agency heads shall have available, and shall regularly review and update at least every three years or more frequently as necessary, their sexual harassment, discrimination, and retaliation policies. Such policies shall include components for confidentiality and anonymous reporting, applicability to intern positions, and training policies.
2. All Executive Branch department and agency heads shall ensure that their employees, interns, and contractors have been notified of the state's policy against sexual harassment, discrimination, or retaliation, and shall further ensure that such persons are aware of the procedures for submitting a complaint of sexual harassment, discrimination, or retaliation, including an anonymous complaint.
3. Executive Branch departments and agencies shall annually require training seminars regarding the policy against sexual harassment, discrimination, or retaliation. All employees shall complete their initial training session pursuant to this order by the end of the current fiscal year.
4. Within ninety (90) days of this order, all Executive Branch employees, interns, and contractors under the jurisdiction of the Office of the Governor shall be provided a written copy of the policy against sexual harassment, discrimination, and retaliation, and they shall execute a document agreeing and acknowledging that they are aware of and will comply with the policy against sexual harassment, discrimination, and retaliation.
5. Matters involving any elected official, department or agency head, or any appointee of the Governor may be investigated by independent legal counsel.
6. The Office of the Governor will require annual mandatory training seminars for all staff, employees, and interns in the office regarding the policy against sexual harassment, discrimination, and retaliation, and shall maintain a record of attendance.
7. Allegations of sexual harassment, discrimination, or retaliation within the Office of the Governor will be investigated promptly, and violations of law or policy shall constitute grounds for disciplinary action, including dismissal.
8. This Order is intended to supplement existing laws and regulations concerning sexual harassment and discrimination, and shall not be interpreted to in any way diminish such laws and regulations. The Order provides conduct requirements for covered persons, and is not intended to create any new right or benefit enforceable against the State of Kansas.
9. Persons seeking to report violations of this Order, or guidance regarding the application or interpretation of this Order, may contact the Office of the Governor regarding such matters.

Agreement to Comply with the Policy Against Sexual Harassment, Discrimination, and Retaliation.

I hereby acknowledge that I have received a copy of the State of Kansas Policy Against Sexual Harassment, Discrimination, and Retaliation established by Executive Order 18-04 and agree to comply with the provisions of this policy.

Signature and Date

Printed Name

INSTRUCTIONS

1. **Proposal Reference Number:** The project number **A-014454** has been assigned to this RFP and **MUST** be shown on all correspondence or other documents associated with this RFP. All inquiries specific to the RFP shall be directed only to the listed Point-of-Contact. Violations of this provision by any proposer or state agency personnel may result in the rejection of the proposal.
2. **Questions/Addenda:** Inquiries for clarification of the Request for Proposal (RFP) shall be submitted via email to the listed Point-of-Contact. Addendum, if required, will provide response. Failure to notify the Point-of-Contact of any conflicts or ambiguities in the RFP may result in items being resolved in the best interest of the State. Modifications to this RFP shall be recognized by receipt of addenda. Only written communications are binding.
3. **Pre-Proposal Conference and Building Tour** occurred on June 16, 2022.
4. **Bridging Documents** establishing expectations for design and quality as developed with the State's existing consultant team led by Clark|Huesemann, shall be available by September 1, 2022. Bridging Documents will include Drawings (Design Guide Illustrations) and Specifications (Owner's Minimum Requirements) which are further described in the Supplementary Conditions of the Contract for Construction. Each nominated team will be offered the opportunity to discuss inquiries with Clark | Huesemann.
5. **Procurement:** This is a procurement pursuant to K.S.A. 75-37,145. All qualified proposers shall be ranked on points given within a two-phase evaluation and scoring process conducted by the Procurement Negotiating Committee (PNC) to determine the greatest value to the State.
6. **Appearance Before Committee (Interviews):** All proposers shall be required to appear before the PNC to explain the proposer's understanding and approach to the project and/or respond to questions from the PNC concerning the proposal. The PNC reserves the right to request information from proposers as needed. If information is requested, the PNC is not required to request the information of all proposers.
7. **Cost of Preparing Proposal:** Costs in developing and submitting the proposal is entirely the responsibility of the proposer. This includes costs to determine the nature of the engagement, preparation of the proposal, submitting the proposal, contract consideration and other costs associated with this RFP.
 - a. A stipend shall be offered to each prequalified Proposer whose proposal is substantially responsive but not accepted.
8. **Preparation of Proposals:**
 - a. All copies of Technical Proposal of Design shall be submitted in a separate sealed envelope from the Cost Proposal.
 - i. Technical Proposal of Design shall be limited to 60-page 8.5"x11" readable surfaces and shall contain a concise description of proposer's capabilities to satisfy the requirements of this RFP with emphasis on completeness and clarity of content. Repetition of terms and conditions of the RFP without additional clarification shall not be considered responsive. Covers, tabs, signature sheets and table of contents do not count in the readable surface limit, unless firm information is included on them.
 - b. All copies of Cost Proposal shall be submitted in a separate sealed envelope from the Technical Proposal of Design.
9. **Signature of Proposals:** Each proposal shall provide the complete mailing address of the proposer and authorized representative original signature with his or her name and legal title. Each proposal shall include the proposer's tax number.
10. **Acknowledgment of Addenda:** All proposers shall acknowledge receipt of any addenda to this RFP on the COST PROPOSAL. Failure to acknowledge receipt of addenda may render the proposal to be non-responsive. Changes to this RFP shall be issued only by written addenda issued by the State.
11. **Withdrawal of Proposals:** A proposal may be withdrawn on written request from the proposer to the Point-of-Contact at Office of Facilities and Property Management prior to closing date.

12. **Evaluation of Proposals:**

Phase II and Phase III Proposals shall be submitted concurrently. Phase III Cost Proposals shall be opened only after Phase II Technical Proposals of Design have been evaluated and assigned points.

Each proposer's adjusted score shall be determined by adding Phase III Cost Proposal to product of proposed contract time and user delay cost then dividing the sum by Phase II Technical Proposal score.

$$\text{Proposer's Adjusted Score} = \frac{\text{cost proposal} + (\text{proposed contract time in calendar days} \times \text{\$/day cost})}{\text{sum of Phase II score}}$$

Responsive Proposer with the lowest total number of points shall be awarded the contract, unless it is determined that all proposals are rejected.

Phase II Technical Proposal:

Technical Proposal should not contain any reference to Cost Proposal.

Technical proposals should provide insight to the Design-Build team approach for creative continuation of efforts, offer considerations to collaborate and complement owner's project team, and demonstrate potential to progress design already initiated. Design-Build team should also articulate experience of successfully translated design through construction for similar scope and scale projects.

Proposers shall be evaluated using a weighted score applied to the following:

- a. Qualifications and ability to Design and provide Construction Documents
- b. Qualifications and ability to Construct
- c. Qualifications and ability to Deliver on Time
- d. Qualifications and ability to Deliver within Budget
- e. Proposed Design Document to advance criteria of Docking Bridging Documents

Each team will be scheduled for an interview to present qualifications, abilities, and approach to coordinate with Owner's representatives and consultants for project delivery on time and within budget, followed by time for response to questions of the Procurement Negotiating Committee (PNC). Key team members within qualifications statement shall attend the interview. Only as necessary, a minimum of 3 copies of resumes shall be provided at the interview to convey any changes of staff assignments from Qualifications submitted April 2022.

Proposers shall be evaluated using a weighted score applied to the following:

- a. Approach for creative continuation of efforts demonstrating potential to progress design
- b. Considerations to collaborate and complement Owner's project team
- c. Articulation of experienced capability to deliver on time and within budget

Phase III Cost Proposal:

Proposers shall provide a firm fixed cost of construction.

User Delay Value shall be **\$1,000.00/day** for each proposed calendar day identified by Proposers.

Evaluation team shall make public scoring of Phase II and each proposer's Phase III Cost and Contract Time shall be opened and read aloud.

13. **Acceptance or Rejection:** The PNC reserves the right to accept or reject any or all proposals or part of a proposal; to waive any informalities or technicalities; clarify any ambiguities in proposals; modify any criteria in this Request; and unless otherwise specified, to accept any item in a proposal.

14. **Disclosure of Proposal Content and Proprietary Information:** All proposals become the property of the State of Kansas. The **Open Records Act** (K.S.A. 45-205 et seq) of the State of Kansas requires public information be placed in the public domain at the conclusion of the selection process and be available for examination by all interested parties. Copies of individual proposals may be obtained under the Kansas Open Records Act by submitting an open records request to the Kansas Department of Administration. Open records requests to the Kansas Department of Administration may be submitted online at <https://admin.ks.gov/offices/chief-counsel/kansas-open-records-act> by sending and email to DOA_KORA@ks.gov or in writing to Attn: KORA 1000 SW Jackson St., Suite 500, Topeka KS 66612.

Late Technical and/or Cost proposals will be returned to the proposer.

Trade secrets or proprietary information legally recognized as such and protected by law may be requested to be withheld if clearly labeled "Proprietary" on each individual page **and** provided as separate from the main proposal. Pricing information is not considered proprietary and the proposer's entire proposal response package will not be considered proprietary.

All information requested to be handled as "Proprietary" shall be submitted separately from the main proposal and clearly labeled, in a separate envelope or clipped apart from all other documentation. The proposer shall provide detailed written documentation justifying why this material should be considered "Proprietary". OFPM reserves the right to accept, amend or deny such requests for maintaining information as proprietary in accordance with Kansas law.

The State of Kansas does not guarantee protection of any information which is not submitted as required.

15. **Notice of Award** is recognized upon execution of written contract by all parties.

PROPOSAL RESPONSE

1. Submission of Proposals:

To properly and completely respond, Proposer must review all sections of RFP and respond as instructed.

It is the proposer's responsibility to ensure proposals are provided to specified location no later than the closing date and time. Delays in delivery or any other means of transmittal, including couriers or agents of the issuing entity shall not excuse late proposal submissions.

Faxed, e-mailed or telephoned proposals are not acceptable unless otherwise specified.

Proposals received prior to the closing date shall be kept secured and sealed until closing date and time. The State shall not be responsible for the premature opening of a proposal or for the rejection of a proposal that was not received prior to the closing date because it was not properly identified on the outside of the envelope or container. Late Technical and/or Cost Proposals will be retained unopened in the file and not receive consideration.

Proposals shall be received no later than closing date and time as specified and addressed as follows:

Office of Facilities and Property Management (OFPM)
Attn: A-014454 Project Manager
Eisenhower State Office Building
700 SW Harrison, Suite 1200
Topeka, KS 66603

TECHNICAL PROPOSAL:

Technical Proposal, applicable literature, and other supporting documents, shall be provided as follows:

- One (1) electronic file of Technical Proposal provided as one PDF file on flash drive and
- Three (3) printed sets

Electronic and printed documentation shall include the following completed information.

- TECHNICAL PROPOSAL in sealed envelope or container identified as '**TECHNICAL PROPOSAL for A-014454 Docking State Office Building Reconstruction**'

COST PROPOSAL:

Cost Proposal shall be provided in 2 parts as follows:

- One (1) electronic PDF file of Cost Proposal Form and each document identified below on flash drive and One (1) printed copy of Cost Proposal Form and each document identified below.
- A 33-division Schedule of Values, broken down into Materials and Labor for each applicable Division. This breakdown shall be provided as a printed document in a separate sealed envelope within the Cost Proposal envelope.

Electronic and printed documentation shall include the following completed information. The Cost Proposal shall be submitted on Cost Proposal form provided by the State.

- COST PROPOSAL in sealed envelope identified as '**COST PROPOSAL for A-014454 Docking State Office Building Reconstruction**'
 - Signature Sheet
 - Tax Clearance Certificate
 - Immigration Reform and Control Certification
 - Boycott of Israel Form
 - Sexual Harassment Acknowledgement Form
 - Proposal Security bond, certified check, cashier's check in the amount of five percent (5%) of Proposal is specifically required as a guarantee that Proposer will enter into a written contract and furnish performance and payment bonds. If apparent successful Proposer fails to do so, the proposal security may be realized upon or retained by the State.

TERMS AND CONDITIONS

1. **Proposal Documents:** Proposal documentation including addenda and the response and any amendments of the successful proposer shall be incorporated along with the DA-146a into the written contract which shall compose the complete understanding of the parties. Any revisions to the contract modifications below should be indicated in the firm's proposal.

In the event of a conflict in terms of language among the documents, the following order of precedence shall govern:

- Form DA-146a;
- written modifications to the executed contract;
- written contract signed by the parties;
- this RFP including any and all addenda;
- Design-Build Proposer's written proposal submitted in response to this RFP as finalized; and
- Supplemental information provided on the Cost Proposal

2. **Contract:** The successful proposer will be required to enter into a written contract with the State, agreeing to accept the provisions of form DA-146a (Contractual Provisions Attachment) which is incorporated into all contracts with the State and is attached to this RFP.

Kansas Department of Administration will utilize AIA Document A141-2014 Standard Form of Agreement Between Owner and Design-Builder, as amended by Department of Administration.

4. **Contract Formation:** No contract shall be considered to have been entered into by the State until all statutorily required signatures and certifications have been rendered and a written contract has been signed by the successful proposer.

5. **Notices:** All notices, demands, requests, approvals, reports, instructions, consents, or other communications (collectively "notices") which may be required or desired to be given by either party to the other shall be **IN WRITING** and addressed as follows:

**Office of Facilities and Property Management
Eisenhower State Office Building
700 SW Harrison, Suite 1200
Topeka, KS 66603
RE: A-014454 Docking State Office Building Reconstruction**

or to any other persons or addresses as may be designated by notice from one party to the other.

6. **Subcontractors:** Design-Builder shall be the sole source of contact for the contract. Design-Builder is fully responsible for all actions and work performed by its consultants and subcontractors. All terms, conditions and requirements of the contract shall apply without qualification to any services performed or goods provided by the subcontractor.

7. **Retention of Records:** Unless the State specifies in writing a different period of time, the Design-Builder agrees to preserve and make available all of its books, documents, papers, records and other evidence involving transactions related to this contract for a period of five (5) years from the date of the expiration or termination of this contract. Matters involving litigation shall be kept for one (1) year following the termination of litigation, including all appeals, if the litigation exceeds five (5) years.

The Design-Builder agrees that authorized federal and state representatives, including but not limited to, personnel of the owner/agency; independent auditors acting on behalf of state and/or federal agencies shall have access to and the right to examine records during the contract period and during the five (5) year post-contract period. Delivery of and access to the records shall be at no cost to the State.

8. **Modification:** This contract shall be modified only by the written agreement of the parties with the approval of the PNC. No alteration or variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties. Every amendment shall specify the date on which its provisions shall be effective.

9. **Assignment:** The Design-Builder shall not assign, convey, encumber, or otherwise transfer its rights or duties under this contract without the prior written consent of the State. This contract may terminate in the

event of its assignment, conveyance, encumbrance or other transfer by the Design-Builder without the prior written consent of the State.

10. **Mandatory Provisions:** The provisions found in Contractual Provisions Attachment (DA-146a) which is attached are incorporated by reference and made a part of this contract.
11. **Immigration and Reform Control Act of 1986 (IRCA):** The Design-Builder is expected to comply with the Immigration and Reform Control Act of 1986 (IRCA), as may be amended from time to time. This Act, with certain limitations, requires the verification of the employment status of all individuals who were hired on or after November 6, 1986, by the Design-Builder as well as any subcontractor or sub-contractors. The usual method of verification is through the Employment Verification (I-9) form.

With the submission of this proposal, the proposer hereby certifies without exception that such proposer has complied with all federal and state laws relating to immigration and reform. Any misrepresentation in this regard or any employment of persons not authorized to work in the United States constitutes a material breach and, at the State's option, may subject the contract to termination and any applicable damages.

Unless provided otherwise herein, all Design-Builder is expected to be able to produce to State any documentation or other such evidence to verify Design-Builder's compliance with any provision, duty, certification or like under the contract.

12. **Public Works Bond:** The Design-Builder shall file with OFPM a Public Works Bond as required by K.S.A. 60-1111, as amended, in an amount equal to one hundred percent (100%) of contract price and shall be filed with the Clerk of the District Court in the County where the project is being constructed. A receipt showing the bond was in the said county shall also be filed with OFPM. The bond funding will be released upon the completion of this contract subject to total or partial forfeiture for failure to perform adequately the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages. A Public Works Bond is not required for projects with a contract price below \$100,000.00.

Necessary bond forms will be furnished by OFPM and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

13. **Performance Bond:** The Design-Builder shall file with OFPM a performance bond in the amount of one 100% of the contract price. The guaranty shall be released upon the completion of this contract subject to total or partial forfeiture for failure to adequately perform the terms of this contract. If damages exceed the amount of the guaranty, the State may seek additional damages.

Necessary bond forms will be furnished by OFPM and can be completed by any General Insurance Agent. Bonds shall be issued by a Surety Company licensed to do business in the State of Kansas.

14. **Insurance Certificate:** The Design-Builder shall file with OFPM a certificate of insurance in the amount required in the Supplementary Conditions.

15. **Submission of the Proposal:** Submission of the proposal will be considered presumptive evidence that the proposer is conversant with local facilities and difficulties, the requirements of the documents and of pertinent State and/or local codes, state of labor and material markets, and has made due allowances in the proposal for all contingencies. Later claims for labor, work, materials, equipment, and tax liability required for any difficulties encountered which could have been foreseen will not be recognized and all such difficulties shall be properly taken care of by the Design-Builder at no additional cost to the State of Kansas.

16. **New Materials, Supplies or Equipment:** Unless otherwise specified, all materials, supplies or equipment offered by a proposer shall be new, unused in any regard and of most current design. All materials, supplies and equipment shall be first class in all respects. Seconds or flawed items will not be acceptable. All materials, supplies or equipment shall be suitable for their intended purpose and, unless otherwise specified, fully assembled and ready for use on delivery.

PROPOSAL SPECIFICATIONS

The State of Kansas is soliciting Proposals for A-014454 Docking State Office Building Reconstruction from Phase I Qualifications nominated proposers to provide **Design-Build Services** in accordance with the terms, conditions, and requirements set forth in this RFP.

Project Scope:

OFPM is seeking to reconstruct the Docking State Office Building located at 915 SW Harrison Street in downtown Topeka, Kansas. The facility will continue to maintain central utility plant and facilities operations at subgrade levels while selectively dismantling the 1st through 14th floors above-grade. New construction of three floors will be added on top of existing-to-remain basement and sub-basement levels.

The new construction will be comprised of approximately 160,000 gross square footage of state agency office spaces, a training center with conference and meeting spaces, and exhibit and lobby areas.

Selective renovation and improvements are included within existing below-grade portions of the building. Salvage and reuse of existing building materials and historical elements is a key aspect of the demolition and new construction, along with proper disposal of potentially hazardous materials. Project conditions require depth of experience in building dismantling, site logistics and safety, and salvage and reuse of historic materials.

Bridging Documents (Owner's Minimum Requirements and Design Guide Illustrations as described in the Supplementary Conditions of the Contract for Construction) produced by the owner's design consultant will establish the design intent for exteriors, interiors, site design, and building systems.

Design-Build Budget and Contract Time:

The Project must be substantially complete by June 1, 2025.

The Construction Cost Limit is \$106 million. Proposals shall not exceed this limit.

Supplemental to requirements listed otherwise within this RFP, Proposers shall offer the following within Technical Proposal:

1. Design Narrative of proposed overall design concept confirming and advancing Bridging Documents considerations of architectural design, site design, major building system components, and demolition and reconstruction elements.
2. Design and Construction Services:

Design and Pre-Construction

- Describe management plan for providing Pre-Construction Phase Services required for this Project. Note unique management strategies, services and value that your team will bring to this project.
- Provide a detailed list of all Pre-Construction Services you will provide to the Owner.
- Describe the critical Pre-Construction issues for this Project.
- Describe plans to interface with the Owner's project team to enhance the design and planning process on this Project.
- Describe procedures, objectives, and personnel responsible for reviewing design and construction documents and for providing feedback regarding cost, scheduling and constructability to the Owner.
- Identify the specific personnel you will assign to work on this phase of project, their qualifications and duties, and for at least three recent relevant projects.

Construction and Project Execution Plan

- Describe plan for providing Construction Phase Services required for this Project.
- Provide a detailed list of all Construction Services to be provided to the Owner.
- Describe what you perceive are the critical Construction issues for this Project.
- Provide examples of records, reports, monitoring systems, and information management systems you will use on this Project during Construction Services.

- Identify specific personnel to be assigned to work on this phase of project, their qualifications, and duties, and for at least three recent relevant projects.

Respondent's Project Planning and Scheduling

- Provide a preliminary milestone schedule for this Project; identify specific critical processes, phases, milestones, approvals, and procurements anticipated.
- Describe plan for meeting or improving the Owner's proposed schedule for construction. If you propose to improve the schedule, describe the impact on quality of services, materials or workmanship that may occur.
- Describe how you propose to manage the site, staging, and access issues.

Respondent's Estimating and Cost Control Measures

- Describe estimating and cost control measures and personnel for this Project.
- Provide samples of your cost estimating documents.

Respondent's Job Site Safety Program

- Describe job site safety program for this Project and specific safety policies.
- Identify the project safety team, their qualifications, and duties.

Respondents Experience working as a Design-Builder:

- Proposer shall provide organizational chart for team personnel by function and job title including primary design consultants and contractors
- Describe your organization's concepts for working in a team relationship with the Owner's project team during the design and construction of major projects.
- Describe your organization's methods for scheduling during the design/document phases.

3. Design Drawings and Illustrations are not mandatory, but at the option of Proposers.

Documents for Reference:

- A. Form DA-146a (Rev. 1-01) Contractual Provision Attachment
- B. Cost Proposal
- C. Docking State Office Building Program Summary - April 2022 (within Request for Qualifications)
- D. Pre-Proposal Addenda including attachments and linked files
- E. Pre-Proposal Meeting Agenda (issued by Addendum)
- F. Design-Build Phase II Technical Proposal and Design Evaluation Form (issued by Addendum)
- G. Design-Build Phase III Cost Proposal Evaluation Form (issued by Addendum)
- H. AIA Document A141-2014 Standard Form of Agreement Between Owner and Design-Builder, as amended by Department of Administration, A141 Exhibits, and Supplementary Conditions (issued by Addendum)

Stipend Agreement
issued on August 1, 2022

State of Kansas

Department of Administration (DOA)

Office of Facilities and Property Management – Design, Construction & Compliance (OFPM-DCC)

**A-014454 Docking State Office Building (DSOB) Reconstruction
Topeka, Kansas**

DESIGN-BUILD DELIVERY

Lump Sum Stipend Amount: \$15,000

Expiration Date of this Agreement: April 1, 2023

This Agreement is entered into by and between the State of Kansas, acting through and by its Department of Administration, an agency of state government (hereinafter referred to as 'Agency') with its principal administrative offices located in Topeka, Kansas, and _____, a corporation or other legal entity (hereinafter referred to as 'Proposer').

The following documents are hereby incorporated into this Agreement by reference:

- A: Kansas Register, Issue 14 - April 7, 2022 Notice of Commencement of Negotiations for Design-Build Services
- B: Docking State Office Building Program Summary dated April 7, 2022
- C: Request for Proposal

The Agency and Proposer, in consideration of the mutual promises set forth in this Agreement, hereby agree as follows:

The Agency shall pay lump sum stipend amount to each prequalified Proposer whose proposal is substantially responsive to Docking State Office Building Reconstruction Request for Proposal but not accepted.

Unsuccessful Proposers shall invoice the Agency for amount of stipend. Upon payment of the stipend to unsuccessful Proposer, the State of Kansas shall acquire nonexclusive right to use the design submitted by the Proposer, and the Proposer shall have no further liability for its use by the State in any manner.

If the Proposer desires to retain all rights and interests in the design proposed, the Proposer shall forfeit the stipend. Furthermore, if the Proposer fails to deliver this Agreement or provide written waiver of stipend within 10 calendar days of Agreement date of issuance as identified above, such failure will be deemed an election to waive the stipend.

The Agency may terminate this Agreement at any time by written notice to the Proposer. Upon receipt of such notice, the Proposer shall discontinue work related to performance of this Agreement. Payment shall be made to the Proposer for services to date within stipend limit.

The responsive Proposer with the lowest total number of points shall be awarded the contract. If the director of Agency determines that it is not in the best interest of the State to proceed with the project pursuant to the proposal with the lowest total number of points, the director shall reject all proposals. In such event, all qualified proposers with higher points shall receive a stipend identified per this Agreement and Proposer with the lowest total number of points shall receive an amount equal to two times such stipend.

PROPOSER:

AGENCY:

By: _____
(Printed or Typed Name and Title)

By: _____
(Printed or Typed Name and Title)

(Signature) (Date)

(Signature) (Date)

Cost Proposal

State of Kansas

Department of Administration (DOA)

Office of Facilities and Property Management – Design, Construction & Compliance (OFPM-DCC)

A-014454 DOCKING STATE OFFICE BUILDING (DSOB) RECONSTRUCTION

Topeka, Kansas

DESIGN-BUILD DELIVERY

PROPOSAL OF _____, a corporation or other legal entity.
(hereinafter referred to as 'Proposer')

TO: State of Kansas – Department of Administration
Office of Facilities and Property Management
Eisenhower State Office Building
700 SW Harrison, Suite 1200
Topeka, Kansas 66603

Proposer, in compliance with Request for Proposal in accordance with Bridging Documents (which include Owner's Minimum Requirements and Design Guide Illustrations) issued by the State of Kansas for Project A-014554 Docking State Office Building Reconstruction, having examined pre-proposal documentation and site of proposed work, and being familiar with conditions pertaining to demolition, design and construction of proposed project, including availability of materials and labor, hereby proposes to design, document and administer professional services and furnish all labor, materials, equipment, tools of trades and supplies to selectively demolish and reconstruction project on existing site in accordance with criteria and standards of Owner's Bridging Documents, within time set forth herein at cost stated.

Proposer acknowledges receipt of the following addenda:

#1 (____) #2 (____) #3 (____) #4 (____) #5 (____) #6 (____) None (____)

PROPOSAL PRICING:

Proposer shall indicate amounts in written words and figures. In case of discrepancy, words shall govern

Pricing shall cover all expenses, insurances, haulage, storage, superintendency, overhead and profit incurred in performing work required to complete Design-Build delivery. The project is subject to Kansas sales tax. Tax must be INCLUDED in all pricing. Sales tax includes all state, county, and city sales taxes. The project is subject to Federal Excise Tax. Tax shall be INCLUDED on all items of construction and equipment.

Proposer agrees to design and construct, including selective demolition, as described within Request for Proposal, Addenda, and Bridging Documents as required to provide complete project for the sum of:

_____ DOLLARS (\$ _____)

PROJECT COMPLETION:

Proposer shall indicate amounts in written words and figures. In case of discrepancy, words shall govern

Contract Time begins on the day Contract is executed between Owner and Design-Builder. Design-Builder shall substantially complete project within calendar days proposed, on or before June 1, 2025.

Proposer agrees to design and construct, including selective demolition, as described within Request for Proposal, Addenda, and Bridging Documents as required to provide complete project within the following:

_____ CALENDAR DAYS (_____)

Design-Builder agrees to commence work on the project after the 'Notice to Proceed' is issued by the State within seven (7) calendar days of receipt of executed Contract.

User Delay Value, as established within Request for Proposal, shall be considered in the event that Design-Builder shall fail to substantially complete the work as defined within time established for such completion. Design-Builder shall pay damages of delay in completing work to the sum of One Thousand Dollars (\$1,000.00) per calendar day. Sum is hereby fixed and agreed by reason of delay and not as penalty.

AGREEMENTS:

The undersigned agrees to the following terms and conditions:

1. An incomplete Proposal or other information not requested which is written on or attached to this Cost Proposal, may be cause for rejection of the proposal.
2. For a Proposal to be considered responsive, every blank must be filled in. Failure to do so may result in the disqualification of the proposal.
3. The accompanying Proposal Security (bond) (certified check) (cashier's check) in the amount of:

_____ DOLLARS (\$ _____)

is payable without condition to the State of Kansas, the sum of which it is agreed will be forfeited as liquidated damages for the delay and extra expense caused the owner if the undersigned fails to execute the Contract and to furnish the bonds and insurances required.

4. The State reserves the right to reject any or all proposals and to waive all technicalities should such action be deemed to be in the best interest of the State of Kansas.
5. The Proposal may not be withdrawn for a period of sixty (60) calendar days following the receipt, opening and public reading thereof.
6. Failure to acknowledge receipt of any addendum issued may be cause for Proposal rejection.
7. Prior to the complete execution of a contract, this project may be cancelled at any time by the State. Neither the State of Kansas nor any of its agencies, employees or agents shall be responsible for any preparation costs, or any costs or charges of any type, should all proposals be rejected or the project cancelled for any reason prior to the complete execution of a construction contract, unless otherwise agreed upon within Stipend Agreement.

DECLARATIONS:

The undersigned hereby declares careful examination of Request of Proposal and associated referenced documentation, has visited the actual location of the work, understands that, in signing this Cost Proposal, waives right to plead any misunderstanding regarding same and agrees to be bound by the provisions of project documentation and all statements made therein.

The undersigned proposes to enter into Contract and to furnish and pay for the specified bonds and other required documents within fifteen (15) working days after award of the contract.

The undersigned certifies no substantial conflict of interest sufficient to compromise the proposal and contract processes.

Proposers shall **not** be in arrears in taxes due the state of Kansas.

1. Proposer must submit current **Certificate of Tax Clearance** obtained from the Kansas Department of Revenue.
2. If not submitted with Proposal, proposer will have 48 hours after opening to submit Certificate of Tax Clearance.

The undersigned attests this Proposer is not in arrears in taxes due the State of Kansas, has attached Kansas Department of Revenue Certificate of Tax Clearance, and has attached signed State of Kansas - Tax Clearance Status forms.

SIGNATURE AND SEAL:

DATED THIS _____ DAY OF _____, 20____
(day) (month) (year)

LEGAL NAME OF CORPORATION OR ENTITY

FEDERAL EMPLOYEE IDENTIFICATION NUMBER

MAILING ADDRESS for the above

CITY, STATE and ZIP CODE

BUSINESS PHONE NUMBER

CELL PHONE NUMBER / E-MAIL ADDRESS

CONTACT PERSON FOR TAX ISSUES

If the Proposal is submitted
by a Corporation, affix seal here

BY (SIGNATURE) / TITLE

PROPOSER'S CONTRACTING IDENTIFICATION NUMBER:

To help facilitate award of the Contract and subsequent payment(s) processes, Proposer shall provide the FEIN (Federal Employers Identification Number) or the SSN (Social Security Number) planned for use when making application for partial or full work compensation. (Use space provided above.)

END OF DOCUMENT

DESIGN-BUILD PHASE III: COST PROPOSAL EVALUATION FORM

A-014454
 PRE-PROPOSAL ADDENDUM 04
 Date: ATTACHMENT D
 (1 PAGE)

Agency: Office of Facilities and Property Management
 Title: Docking State Office Building Reconstruction
 Project No.: A-014454

Scored by: PNC

Each proposer's adjusted score shall be determined by adding Phase III cost proposal to the product of the proposed contract time and the user delay value, then dividing that sum by the Phase II score. Lowest total points shall be awarded the contract.

Ex: $(\text{cost proposal} + (\text{proposed contract time in calendar days} \times \$/\text{day delay value})) / \text{sum of Phase II score}$

Ex: $(\$100,000 + (100 \text{ calendar days} \times \$250/\text{day})) / 6.0 = 20,833 \text{ points}$ OR $(\$80,000 + (100 \text{ calendar days} \times \$250/\text{day})) / 6.6 = 15,909 \text{ points}$ *lowest points is awarded contract*

Construction Firm / Partnership		A Construction	B Construction	C Construction
Design Professional		A Design	B Design	C Design
Phase III: Cost Proposal				
1	Cost Proposal Amount			
2	Proposed Contract Time (calendar days)			
3	Delay Value (\$/day) established by State of Kansas	\$1,000	\$1,000	\$1,000
4	Phase II: Technical Proposal & Design Score			
BEST VALUE SCORE: <i>(lowest score)</i>				