

KUSPUK SCHOOL DISTRICT – REQUEST FOR PROPOSAL

COVER SHEET

THIS IS NOT AN ORDER

SUBMITTAL DEADLINE	
TIME:	4:00 pm Local Time
DATE:	May 30, 2018

ISSUE DATE: *April 9, 2018*
ADVERTISED: **April 12, 13, 15, 2018**

PROJECT:
**Construction Management Related Services
for
Auntie Mary Nicoli Elementary School
Replacement**

ANTICIPATED CONTRACT VALUE:
\$100,000 - \$300,000

DELIVER PROPOSALS TO; Kuspuk School District Bernie Grieve, Superintendent Mailing Address: 100 Boundary Ave/P.O. Box 49 Aniak, Alaska 99557

CONTRACTING OFFICER:

Bernie Grieve, Superintendent
Kuspuk School District

THE ATTACHED TERMS AND CONDITIONS SHALL BECOME PART OF ANY CONTRACT RESULTING FROM THIS REQUEST FOR PROPOSAL. PROPOSALS SHALL BE SUBMITTED IN THE PROPER FORMAT AND MUST HAVE ORIGINAL SIGNATURES ON THE FORMS PROVIDED.

FOR VENDOR USE ONLY: PLEASE RETURN THIS ORIGINAL FORM. MAKE A COPY FOR YOUR FILES.

PROJECT: Auntie Mary Nicoli Elementary School Replacement

DATE OF PROPOSAL: _____

BUSINESS LICENSE NUMBER: _____

BUSINESS NAME: _____

MAILING ADDRESS: _____

TELEPHONE NUMBER: _____ FAX: _____

EMAIL ADDRESS _____

BY: _____
Signature

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REQUEST FOR PROPOSAL

SECTION ONE: GENERAL INFORMATION

PROJECT TITLE: **Auntie Mary Nicoli Elementary School Replacement**

CONSTRUCTION MANAGEMENT RELATED SERVICES

Contracting Officer: Bernie Grieve, Superintendent
Kuspuk School District
phone: (907) 675-4250
Cell: (907) 675-4250
Fax: (907) 675-4305

Submit Proposals Only To: Kuspuk School District
c/o Bernie Grieve, Superintendent
P.O. Box 49
Aniak, Alaska 99557

Or by e-mail:
bgrieve@kuspuk.org

RFP Submittal Deadline: *May 30, 2018 4:00 PM Local Time*

Number of Copies to be submitted: One copy-ready set.

I. Instructions for RESPONDENTS

A. Questions, Objections, or Comments

Respondents are requested to carefully review this Request for Proposal (RFP), without delay, for defects and questionable or objectionable matter. Questions, objections, or comments should be made in writing and received by the Project Coordinator no later than 10 calendar days prior to the proposal submittal deadline, so that any necessary amendments may be published and distributed to respondents to prevent the opening of a defective proposal. Respondents' protests based upon any omission, or errors, or the content of the RFP will be disallowed if not made known prior to the proposal submittal deadline.

Address all questions, or comments regarding this RFP to: Bernie Grieve, Kuspuk School District, by e-mail to bgrieve@kuspuk.org

The Kuspuk School District assumes no responsibility for any interpretation or representations made by any of its officers, agents, or employees unless interpretations or representations are incorporated in a written amendment to the RFP.

B. Lobbying

The purpose of this section is to ensure that the RFP selection process is not distorted or compromised by private lobbying outside the procedures designed to produce the best proposal for the School District, Public, and the State of Alaska.

- No respondent may disclose information about their firm or proposal, outside the formal selection process, to members of the selection committee, nor to members of the School Board, prior to the issuance of the Notice of Intent to Award.
- The Kuspuk School District shall select those proposals which are responsive and which merit further discussion. Any person whose proposal is selected for further discussion shall confine all contact with the School District to that permitted by the formal selection process. Any person, whose proposal is not selected, must not discuss the matter with selection committee or school board members. However, an aggrieved respondent may appeal to the Kuspuk School District requesting a hearing and administrative review of complaints for a redetermination of final award in accordance with 04 AAC 031.65(c).
- Notwithstanding any other provision of this section, an interested person is free at any time to contact the Contracting Officer for the purpose of clarifying selection procedures.
- Sanctions. The following provisions apply to violations of this section.
 - a. If the violation is discovered prior to the award,
 - i. and the selection process has not been compromised, then the proposal offered by the violator shall be disqualified;
 - ii. and the selection process has been compromised such that the School District must cancel this RFP and issue a new one, then the proposer shall be liable to the Kuspuk School District for all costs of issuing a new RFP for similar or substantially similar services.
 - b. If the violation is discovered after the award,
 - i. then the contract is voidable at the sole option of the Kuspuk School District, and the vendor shall be liable to the School District for: (1) the difference, if any, between the cost of the vendor's services under the existing contract, and the cost of any new vendor's services under a new contract for similar or substantially similar services; in no case shall the Kuspuk School District be liable to the vendor for any savings under a new contract, and (2) for the reasonable costs of issuing a new RFP for similar or substantially similar services, and (3) for any costs of obtaining such services on an emergency or expedited basis;
 - ii. the violator is liable to other proposers under the same RFP for their costs of proposal preparation. The purpose of this subsection, and only this subsection, is to create enforceable rights to third parties. The provisions of this subsection apply to those persons not submitting proposals, but who would have done so if

not for the actions of the violator. Such third parties may assert such claims only after the School District makes a finding that such a violation has occurred. No other provisions of this RFP create enforceable rights in third parties.

- c. The provisions of this subparagraph relating to sanctions does not limit the power of the Kuspuk School District, or any third party, to seek other remedies under the Regulations and Statutes of the State of Alaska, or the laws of the United States.

C. Proposal Format

Page 1 and Page 9 of this RFP, completed, shall be the first two documents of each proposal.

Your proposal should include a letter of interest, resume of expected Construction Manager, services you expect to provide, past experience with like projects and other pertinent information and or skills that you may bring to this project. Respondents should provide at least three professional or work related references and at least three personal references of planned on- site personnel. Include name of contact person, address, telephone number, position held, and relationship of contact person to the applicant. DO NOT include the Contracting Officer for this project as a reference. References will be checked.

D. Proposal Submission

Proposals may be mailed, faxed, or emailed to the Contracting Officer.

1. For proposals that are mailed, enclose proposals in an envelope with markings as established below:

Respondent's Return Address

Kuspuk School District
c/o Bernie Grieve, Superintendent
PO Box 49
Aniak, Alaska 99557

RFP Project Title: (insert project title on your envelope)

Submittal Deadline: (insert the deadline date and time on your envelope)

2. For proposals that are faxed, provide a fax cover sheet with the respondent's name and address, the RFP Project Title, and the proposal's submittal deadline.
3. For proposals that are emailed, enter the RFP Project Title and Submittal Deadline in the subject line. Provide the respondent's company name and address in the body of the email. Provide the proposal as an attachment. Attachments are limited in size to 10GB.

E. Equipment Requirements

It will be a requirement of the Owner's Construction Management Representative to provide the following;

1. Computer, with the following software, Microsoft Word, Microsoft Excel, Adobe PDF Professional.
2. Email address and capabilities of communicating by email either by hard wire or wireless.
3. Telephone capable of communicating from Aniak with the architect and engineers. **GCI** service is required at Aniak.
4. Digital Camera and required peripherals to enable embedment into reports and email.

Continuous communication with the Architects and Engineers as well as the Contracting Officer is paramount.

F. Alternate Proposals

The contracting officer will not consider alternate proposals unless specifically requested and approved in writing.

G. Withdrawal, Modification, or Correction

- After depositing a proposal, a proposer may withdraw, modify, or correct his/her proposal, providing the Project Coordinator receives the request for such withdrawal, modification, or correction before the time set for submittal deadline. The original proposal, as modified by such written communication will be considered as the proposal. No proposer will be permitted to withdraw his/her proposal after the time set for submittal deadline.
- Neither the Kuspuk School District nor its officers, agents, or employees shall be responsible for the premature opening of or failure to open a proposal not properly addressed and identified.

II. OTHER CONDITIONS

A. Responsibility to Keep Informed

It is the potential respondent’s responsibility to keep informed. Failure to do so may result in a proposal being declared non-responsive.

The Statement of Services is shown on page 14. All responses to this RFP shall be specific and directly related to the services required. Promotional and standard descriptive information will not be acceptable, except as described in Section One, Paragraph I C, “Proposal Submittal Format”.

B. Work Plan and Fee Proposal

Selected construction manager will provide a fixed fee proposal based on project scope of work and estimated service hours required based on project schedule below. The Construction Manager will be required to travel and be on site in Aniak during planning efforts and construction as necessary. Travel and expenses are to be additional to the fixed fee and will be reimbursed at cost. For reimbursable expenses such as travel, lodging, and per diem, provide an estimated number of trips to Aniak that you anticipate will be required for each of the following project phases and provide an estimated cost for each trip.

Projected Project Schedule:

PM Proposals Due	May 30, 2018
PM Notice to Proceed	June 18, 2018
Design RFP Preparation	July 9, 2018
Design RFP Advertised	July 23, 2018
Design Firm Identified	August 13, 2018
Design Phase begins	August 27, 2018
Construction Phase	Spring, 2019
Construction Phase Closeout Phase	Summer, 2020
End of warranty period	Summer, 2021
Project Closeout	June 2022

C. Proposal Preparation Costs

The Kuspuk School District is not liable for any costs incurred by the proposer in proposal preparation.

D. Contract Funding

Funds are available for completion of this project through Legislative appropriation.

E. Right to Reject and Not Award

The Kuspuk School District reserves the right to not award the proposed agreement, if it is in the School District's best interest.

F. Affirmative Action/Equal Opportunity

The Kuspuk School District is an Affirmative Action/Equal Opportunity Employer.

The Kuspuk School District, and all contractors, vendors, and suppliers, agree and certify that they shall comply with the requirement of all pertinent Federal and State laws relating to equal opportunity in contracting and procurement activities.

G. Ethics

It shall be unethical for any payment, gratuity or offer of employment to be made by or on the behalf of a subcontractor under a contract to the construction management contractor or higher tier subcontractor or any person associated therewith as an inducement for the award of a subcontract or order.

III. ACKNOWLEDGEMENTS

I certify that I am a duly authorized representative of the firm listed below and that information and materials enclosed with this proposal accurately represent the capabilities of the office listed below for providing the services indicated. The Kuspuk School District is hereby authorized to request anyone identified in this proposal to furnish any pertinent information deemed necessary to verify information provided or regarding reputation and capabilities of the firm.

A. Amendments

If any amendments are issued to this RFP, respondent must acknowledge the receipt of such amendments in the space provided on the line below or by signing the amendment and submitting it before the submittal deadline, unless the amendment states otherwise. Proposals that fail to acknowledge receipt of amendments shall be considered non-responsive and may not be evaluated.

The respondent acknowledges receipt of the following Amendments:

B. Original Signature

Acknowledgement sheet must be manually (original signature) signed. A proposal shall be rejected when the proposal is not signed by hand.

Signature of Representative

Office Address for which this
Submittal is made:

Date: _____

Street: _____

Name: _____

P.O. _____ Box: _____

Title: _____

City, _____ State, _____ Zip: _____

Firm: _____

Telephone: _____

Email: _____

Fax: _____

AK Business Lic. No. _____

Type of Firm (check one)

- Individual
- Partnership
- Corporation in the State of: _____
- Other (specify) _____

IV. RESPONDENT'S CHECKLIST

Respondents are advised that, notwithstanding any instructions or inferences elsewhere in this RFP, only the documents shown on this sheet need be submitted with and made part of their proposal. Other documents may be required after the proposal submittal deadline, but prior to award. Respondents are advised that failure to submit the documents shown on this sheet SHALL RENDER THE PROPOSAL NON-RESPONSIVE.

PROPOSALS WILL NOT BE CONSIDERED if the following documents and/or attachments are not completely filled out and submitted with the proposal. NOTE: Only items marked by an "X" are required.

- Cover sheet, page 1, Request for Proposal, must be manually signed.
- Acknowledgement sheet, page 9, must be manually signed and properly filled out.
The person signing the proposal must initial erasures or other changes made to the proposal.
- NOTE: "White Out" or other liquid correction methods must be initialed.
- All amendments issued shall be acknowledged in the space provided on the Acknowledgement Sheet or by manually signing (original signature) the Amendment Sheet and submitting it prior to the submittal deadline.
- Copy of Alaska Business License
- Copy of Alaska Registration or Required Certifications
- Required References
- Other –

A. Objective

To obtain concise representation of capabilities that will enable the Aniak School District to evaluate respondents for providing the services required.

B. Procedure

1. Selection and execution of any agreement will be accomplished in accordance with policies and procedures of the Aniak School District and the State of Alaska.
2. All insurance certificates shall be received within ten (10) days from date of notice of Intent to Award.
3. Any agreement resulting from this Request for Proposal is not valid until approved by the Aniak School District or Contracting Officer, whichever is deemed appropriate.

VI. BASIC INFORMATION

Period of Performance: Upon satisfactory completion of the Scope Work as defined in the Statement of Services

Funding Source(s): AS 14.11 Grant from the Department of Education & Early Development

Additional Background Material:

None Available as Follows:

Pre-proposal Conference:

None Will be held as follows:

Insurance Requirements:

None See Section 2: Project Information, Item 1: Insurance, page 12 of this RFP

Licensed to do business in the State of Alaska

Required Not Required

VII. PREREQUISITES

A. Professional Registration or Certification

Is not applicable to this RFP Is applicable to this RFP

If professional registration is applicable, Alaska Statute AS 08.48.281 prohibits the practice of or offer to practice the profession of architecture, engineering, or land surveying in Alaska, or to use or otherwise assume or advertise a title or description tending to convey the impression that a firm or individual is registered in accordance with the statute, or is one to whom the statute does not apply. Proposals that do not include named personnel registered in Alaska for the disciplines checked below will be disqualified from consideration:

- Architecture
- Chemical Engineering
- Civil Engineering
- Structural Engineering
- Electrical Engineering
- Mining Engineering
- Petroleum Engineering
- Mechanical Engineering

SECTION TWO: PROJECT INFORMATION

I. INSURANCE REQUIREMENTS

If you are unsure if you or your firm will be able to provide the insurance described in this section, please contact your insurance broker or agent before you submit your proposal.

- A. The Consultant shall not begin work under this Agreement until the Consultant has obtained all required insurance and the Kuspuk School District has received and reviewed the certificates of insurance. If the Consultant is a joint venture, then the joint venture itself must have insurance as specified below.
- B. The Consultant shall assure that there is insurance in force, which provides protection for the Aniak School District from any claim that might arise from the Consultant's work under this Agreement. This insurance shall provide protection whether the work is performed by the Consultant, by any sub-consultant, or by their employees, agents, successors, or assigns.
- C. Worker's Compensation and Employer's liability insurance covering all employees of the consultant during the term of the contract. Worker's compensation coverage shall be at statutory limits. Employer's Liability limits shall be no less than: \$100,000 each accident, \$100,000 disease – each employee and \$500,000 disease – policy limit.
- D. Commercial General Liability insurance with a limit of not less than \$500,000 per occurrence and aggregate. Consultant shall add the Aniak School District as an additional insured in Consultants commercial general liability.
- E. Comprehensive Automobile Liability insurance coverage, not less than \$1,000,000 combined single limit, covering any one of the following combinations of vehicles: (a) any auto, (b) all owned, non-owned, and hired autos, or (c) scheduled and non-owned and hired autos with written assurance that any additional autos shall be insured before they are used to do work under this Agreement.
- F. The Aniak School District shall have the right at any time to require higher limits for public liability and property damage insurance. In any such event, the additional premium or premiums payable solely as the result of such additional insurance shall be added by amendment to the Agreement price.
- G. The Consultant shall furnish the Aniak School District with Certificates of Insurance to certify insurance coverage. All such certificates shall state that the insurance policies referred to therein include a provision that while this Agreement shall remain in force, no such policy shall be canceled, not renewed, or materially altered until at least thirty (30) days written notice thereof has been given to the Kuspuk School District.

II. STATEMENT OF SERVICES

The Kuspuk School District (Owner) is seeking the services of a qualified Professional Project Management Firm to provide construction management services in support of the Auntie Mary Nicoli Elementary School Replacement Construction Project, which will be approximately a 16,702 sq. ft. K-6 facility per the attached project agreement between the district and DEED (attached). The project also includes the demolition of the existing elementary school. The Project Manager shall be responsible for providing and overseeing the planning, design, construction, and administrative services of the project. At this time, the Owner is seeking a Project Manager ("PM") to provide professional project management services in conjunction with the project.

Anticipated Services:

1. Manage all aspects of the project's scope, budget and schedule on behalf of the Owner to included planning, design, construction, occupancy and project closeout phases.
2. Evaluate the project environment and, using the Alaska Department of Education & Early Development (DEED) Project Delivery Method Handbook, current edition, prepare a recommendation for the project delivery method best suited to maximize the success of the project, Submit to DEED for approval.
3. Develop an appropriate RFP in support of the approved project delivery method to include Design Architect/Engineer, Construction Manager/General Contractor and/or Design Builder. Ensure RFP are compliant with the Kuspuk School District and Alaska Statutes & Regulations. Manage the project design team or CM/GC, Design Build selection process in compliance with 4 AAC 31.065 and 4 AAC 31.085
4. Evaluate responsibilities/opportunities for Owner-furnished information such as geotechnical reports, surveys and survey data, educational specifications, test reports, special inspections, etc. as may be required by other entities. Recommend an appropriate course of action for providing required information. If appropriate, assist the Owner in qualifying, selecting, retaining, and coordinating additional professional services, for this information. Prepare and issue RFPs, receive proposals, evaluate proposals, and make recommendations to the Owner.
5. After the notice to proceed is issued to the design team, assist the design team, district and public in developing an educational specification for the new elementary school.
6. During, and in parallel with, the educational specification process assist in sight selection including a cost benefit analysis of adding to the existing high school for the new elementary school as required by the project agreement.
7. Once the educational specification and site selection is completed (including submittal and approval from DEED), proceed with schematic design, design development and contract documents as required for the procurement process chosen in paragraph 2 above.
8. Assist the design team in developing the procurement documents for construction contractor selection. Assist design team in administering the contractor selection.
9. During construction, schedule project meetings as required but not less than every two weeks. Develop agenda, record minutes discuss project schedule, budget, items of concern and any additional items that may have an effect on the project. Invite design representative, the district, general contractor and any sub-contractors required for the meeting's agenda. Insure all changes are recorded on jobsite one-lines.
10. Maintain all project records during construction. Coordinate submittals with DEED.
11. Perform inspections and quality control including photos and periodic reports.
12. Perform final inspection with the design team, district and contractor. Issue punch-list and examine completion and corrections.
13. Authorize issuance of substantial completion certificate.
14. Gather from contractor all O&Ms in both paper copy and bookmarked pdf. Turn over a copy to the district. Compile a list of extended warranties. Include a cover listing each

- extended warrant including warranty project number and date of expiration. Laminate a copy of roof warranty and post at all roof accesses.
15. Coordinate updating of districts preventive maintenance schedule with all items requiring periodic inspection and maintenance.
 16. Confirm all submittals for DEED up to the final termination agreement.
 17. Manage one year warranty period

III. MINIMUM QUALIFICATIONS

1. College Degree, Engineering and/or Project Management.
2. Must have knowledge, skills, and abilities as required to perform project management skills associated with managing and overseeing projects including civil construction and educational facilities planning and construction.
3. Must be prompt, trustworthy, and have a proven background as a self-starter with the ability to work independently and responsibly with minimal supervision.

IV. DESIREABLE QUALIFICATIONS

1. Experienced educational planning including educational specifications.
2. Experience in Department of Education and Early Development regulatory compliance.
3. Experience in remote construction.
4. Alaska Driver's License.
5. Ability to communicate effectively, verbally, in writing, and in simplified graphic form with architects, design engineers, contractors and district personnel.

The job will require that the Construction Management Representative be available during normal working hours plus some holidays, weekends, and evenings. The work schedule will be dictated by project activities. Your proposal should provide a draft Project specific Work Plan for each phase of the project. Successful respondent will be required to travel and be in Aniak during critical portions of construction.

Good communication skills, ability to work with people, good record keeping attributes, and knowledge of construction trades are required. The ability to use tape recorders, word processors, calculators, and photography and video equipment are required.

Kuspuk School District will not provide computers, printers, monitors, printers, scanners and necessary peripherals for this project. Temporary office space for the Construction Management Representative, when on-site, will be provided by the Kuspuk School District.

Successful applicant should have at least five years extensive experience in construction and project management in school districts. The successful proposer should have experience with the Department of Education & Early Development's processes and Project Agreement. A degree in engineering or construction management discipline is desirable but not mandatory.

V. GENERAL DUTIES AND RESPONSIBILITIES:

1. **General Services:** This contract is to assist the Kuspuk School District in meeting its project management and project administration obligations under the Project Agreement with the Department of Education & Early Development for the Auntie Mary Nicoli Elementary School Replacement, GR-18-004.
2. The CM shall conduct regularly scheduled project status meetings with project stakeholders and provide minutes of those meetings to the parties determined by the District.
3. The CM shall monitor the project's budget and provide project controls and reports as required to inform parties as to the requirements that may be needed to keep the project on budget.
4. The CM will assist in developing the project schedule and will provide project controls and reports as required to inform parties as to the requirements that may be needed to keep the project on schedule.
5. The CM will coordinate as needed with project stakeholders to ensure that stakeholders are aware of project needs and proposed solutions and to receive commitments, as needed, from project stakeholders in support of the project.
6. The CM shall evaluate, with the District, the need for any other types of contracts and agreements for services and shall solicit, recommend award, and manage all contracts in support of this project.
7. The CM shall ensure compliance with DEED requirements for project reporting, project procurements, project submittals, and project payments.
8. The CM shall oversee, in conjunction with the districts design contractor, permitting and other regulatory agency requirements.
9. The CM shall oversee project close-out requirements with DEED and any other agency having close-out requirements.
10. CM shall understand any land and property related aspects of this project including land ownership, leases, right-of-way, right-of-entry, disposal, acquisition, etc. by project stakeholders and shall assist the district in the preparation of documents and instruments as may be needed to clarify land and property issues required by the project scope.
11. CM services will require travel, overnight lodging, and other reimbursable expenses.

VI. LIMITATIONS OF AUTHORITY

The Construction Project Representative SHALL NOT:

1. Authorize deviations from the Contract Documents.
2. Approve substitute materials or equipment.
3. Personally conduct or actively participate in tests or third party inspections.
4. Assume any of the responsibilities of the Contractor's superintendent or of Subcontractors.
5. Expedite the Work for the Contractor.
6. Have control over or charge of or be responsible for construction means, methods, techniques, sequences or procedures, or for the safety precautions and programs in connection with the Work.
7. Authorize or suggest that the Owner occupy the Project in whole or in part.
8. Issue a Certificate for Payment or Certificate of Substantial Completion.
9. Prepare or certify to the preparation of a record copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications.
10. Reject Work or require special inspection or testing.
11. Accept, distribute, or transmit submittals made by the Contractor that are not required by the Contract Documents.
12. Order the Contractor to stop the Work or any portion thereof.