



Kuspuk School District
REQUEST FOR PROPOSAL
FOR CONSTRUCTION MANAGEMENT
RELATED SERVICES
[per AS 36.30.320 and 4 AAC 31.065]

COVER SHEET

Submittal Deadline:

Issue Date: February 16, 2018

Time: 5:00 P.M. Local Time

Advertised: February 19-23, 2018

Date: March 30, 2018

Project: Construction Mgmt. Services Auntie Mary Nicoli Elementary School Replacement

Anticipated Contract Value: Not to exceed \$300,000.00

Contracting Officer: Bernie Grieve – Kuspuk School District

Deliver Proposals To:
Bernie Grieve
Kuspuk School District
100 Boundary Avenue
PO Box 49
Aniak, Alaska 99557

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

Project Name: Auntie Mary Nicoli Elementary School Replacement, Aniak GR 18-004 Project #: <i>GR-18-004</i> RFP #: 2018 Location: Aniak, Alaska 99557	Procurement Agency and Address: Kuspuk School District Division 100 Boundary Avenue PO Box 49 Aniak, Alaska 99557
Procurement Officer: District Contact: Bernie Grieve Phone: 907-675-4250 Email: bgrieve@kuspuk.org	Date of Issuance: February 16, 2018

Article 1: Project Description & Schedule:

The Kuspuk School District (Owner) is seeking the services of a qualified Professional Project Management Firm to provide lifecycle project 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.} 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. The project’s estimated construction cost is approximately \$19,021,000.00. The District projects that the total estimated fee for Project Management services will not exceed \$300,000.00. Construction is estimated to begin in June of 2019 and be completed in May of 2020. The services described in this RFP will be performed beginning April 2018 and ending after construction is completed.

Following is an estimated project schedule:

PM Proposals Due	March 30, 2018
PM Proposals Opened & Reviewed	April 9, 2018
PM Notice to Proceed	May 14, 2018
Construction RFP Bid Preparation	May 21, 2018
Construction RFP Advertised	June 18, 2018
Construction Company Identified	July 30, 2018
Design Phase	August 13, 2018
Construction Phase	June 1, 2019
Construction Phase Closeout Phase	May 1, 2020

Article 2: Scope of Services

2.1 Establish and manage a formalized Integrated Project Delivery (IDP) approach to the project.

2.2 Develop and RFP and process compliant with the Kuspuk School District and Alaska Statutes & Regulations to select a Design Team for the project.

2.3 Attend and participate in all Auntie Mary Nicoli Elementary School Replacement Construction Project meetings as necessary, and will be responsible for assuring meeting minutes are produced and distributed.

2.4 Develop a Project Management Plan, including project objectives and success criteria, deliverables, role/responsibilities/contact information, communication protocols, document control methodology, cost management, schedule management and quality management plans.

2.5 Develop and maintain the overall project milestone schedule, review and verify the integration of the Design Team's services & deliverables, Owner's responsibilities, permitting requirements, and anticipated construction schedules (including long-lead-time items).

2.6 Develop and maintain a Project Risk Management Plan throughout the project life.

2.7 Manage and oversee the Project Budget in conjunction with the District's Business Manager (including construction costs, soft costs, FF&E, and contingency) and provide a bi-weekly report to the owner.

2.8 Review and comment on the Construction Manager's Bid & Procurement Plan, specifically on the recommended packaging of the work and methods to optimize bidder interest. Review the Construction Manager's bid analysis, and make a recommendation to the Owner. Assist the Owner in preparing the Construction Contracts and ensure close coordination with Administration.

2.9 Establish and manage a document control system, including document structure, file types, access and security.

2.10 Assist the Owner in qualifying, selecting, retaining, and coordinating additional professional services, including Design Team, Construction Manager, General Contractors, Surveyors and Testing Laboratories. Prepare and issue RFPs, conduct bid tabulations, evaluate proposals, and make recommendations to the Owner.

2.11 Hold pre-construction conference(s) as necessary and appropriate with the project participants to including but not limited to:

- Reporting Procedures
- Record Keeping
- Special Construction Procedures
- Jobsite Safety and Injury and lost time reporting
- Design Clarification during construction
- Approve Change Orders on behalf of the Owner

2.12 Assure all required permits are obtained for the project.

2.13 During construction, advise the Owner regarding the status of budget, schedule and quality by issuance of a Monthly Project Report. The Project Manager will advise the Owner, in a timely manner, of situations which have increased, or may increase the cost of the Project; may cause a delay in the completion of the Project; has or may result in the installation of work or material which is not acceptable and in accordance with plans and specifications developed for the Project.

2.14 Schedule and conduct on-site bi-weekly progress meetings involving the Owner, Designer, and Construction Manager to review, resolve and plan in areas such as budget, schedule and quality. Meeting Minutes will be recorded and distributed, including an Outstanding Action Item Log, detailing the status of key decisions, responsibility and required timing.

2.15 Review requests for changes, submit written recommendations to the Owner and negotiate Change Orders, with final terms and price subject to approval by Owner.

2.16 Review applications by Consultants and Trade Contractors for progress and final payments.

2.17 Review the CM's Master Project Schedule and advises the Owner on issues potentially impacting timely completion.

2.18 Establish an IT platform for the exchange of real-time project information between the Owner, PM, Design Team and Construction Manager.

2.19 Maintain at the Project site for the Owner, one PDF electronic record copy of Contracts, Drawings, Specifications, Addenda, Change Orders and other modifications, in good order, and in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. The Project Manager will make such records available to the Owner during the performance of the work and upon completion of the Project will deliver them to the Owner in electronic form.

2.20 With the Owner's maintenance personnel, design consultant, and commissioning agent, the PM will observe the Trade Contractor's final testing and start-up of utilities, operational systems and equipment.

2.21 Coordinate all inspections to determine whether the Work is substantially complete, including review and feedback regarding the Construction Manager's punch list.

2.22 Receive and review for completeness all manuals, warranty information, attic stock and record drawings for delivery to the Owner.

2.23 Schedule and facilitate a Lessons Learned meeting at the conclusion of the project, including recording and documenting the meeting activities and submitting a report to the Owner.

2.24 Approve final vendor billings, settle disputed invoices and provide any documentation required by the District's Business Manager for project closeout documentation

2.25 Ensure Contractor completion of the O&M manuals as required by project

2.26 Participate by coordinating operator training if requested

2.27 Provide support to the District during the warranty period if requested

Article 3: Proposal Format:

The Project Manager's Proposal will provide, in the following order, required information in order to demonstrate that the company has the experience, knowledge, personnel and equipment needed to successfully complete its services. The proposal will be limited to 30 pages, single sided, minimum 11-point font. The required submittals are:

3.1 Cover Letter: Provide a cover letter introducing your firm and proposal. Letterhead should indicate the address of the performing office.

3.2 Company Overview: Provide an overview of the company detailing the total number and discipline breakdown of professional staff, their professional credentials (i.e. CCM, PMP) and the history of the company.

3.3 Project Management Firm Experience / Project Profiles: Provide a maximum of 10 project profiles. Preferred projects presented should demonstrate experience with the following attributes: integrated project delivery, research & development, business incubation, adaptive reuse and sustainability. For each project include the client name, project name, project location, summary of services performed, and construction budget. Provide Owner references for three (3) of the projects, including name, title, and phone number.

3.4 Key Project Personnel / Project Organization:

3.4.1 Key Personnel: PM should have minimum 20 years experience in the construction industry. Given the adaptive reuse element of the project, strong consideration will be given to a Leadership in Energy and Environmental Design (LEED) Accredited Professional. Construction Management Association of America (CMAA) Certified Construction Manager (CCM) designation preferred. Provide detailed resume for the Project Manager candidate and supporting professionals who will be performing the services. Resumes should include years of experience, summary relevant experience, education, professional registrations & certifications and awards / industry recognition.

3.4.2 Project Organization: Provide an organization chart. Identify roles and responsibilities, reporting relationships and use of sub-consultants. Identify whether project management services will be self-performed or utilize sub-consultants. Identify each sub consultant.

3.5 Project Approach: Present your understanding of the Project and the scope of the services required. Include how your firm provides Project Management Services in the Design, Construction and Project Close-Out Phases.

3.6 Fee: The basis of compensation will be an Estimated Total Fee to provide the scope of services. Provide a breakdown by 1) Design Phase; 2) Construction Phase; 3) Close-Out Phase; and 4) Reimbursable Expenses. Reimbursable Expenses will be listed in detail, separately, and at cost.

3.7 Insurance: The firm will provide evidence of professional liability and business insurance, with a minimum of:

1. Public Liability and Property Damage
2. Bodily injury liability, including death (\$1,000,000.00 each occurrence).
3. Property damage liability (\$300,000.00 each occurrence).
4. Owner will be a named Additional Insured.

3.8 Automobile Liability Insurance: Coverage for Owner, non-Owner, hired, leased and rented vehicles. Automobile liability insurance in an amount not less than \$1,000,000.00 combined single limit for Bodily Injury and Property Damage in any one occurrence.

3.9 Excess Liability Insurance: \$2,000,000.00.

3.10 Workmen's Compensation: Statutory benefits as required by the Workers Compensation Laws of the State of Alaska.

3.11 Professional Liability with a minimum limit of liability of \$2,000,000 per claim and in the aggregate. Such insurance will be maintained for a period of two (2) years following completion of the Project.

3.12 Coverage afforded under the policies will not be canceled, allowed to expire, or in any way changed, including alterations to conditions of the policy, until at least 30 day written notice has been given to the Owner.

Article 4: Selection Criteria

The Owner will evaluate the proposals for the PM based on the following criteria:

4.1 Proposed PM: Education, experience, leadership capability, and past performance.

4.2 Relevant Experience: The experience of the Proposed PM in performing similar services for building projects of similar scope. This includes their understanding of the problem and the soundness of their approach.

4.3 Responsiveness: The proposal will be examined to verify that the Proposer has submitted both the documentation requested and is responsive to the detailed specifications for the project.

4.4 Fee: The Proposer's Estimated Fee.

4.5 After the receipt of proposals, the selection committee will review the credentials of each firm. The Owner reserves the right to select based solely on the strength of the proposals. Firms may be shortlisted and selected for an interview. Selected firms will make presentations to and will be interviewed by a committee which will evaluate, select, and recommend the firms deemed best qualified to undertake a project of this size and scope, based on quality of work as judged from previous experience and references and staff capabilities. Key staff members are expected to participate in the interview. The Owner will negotiate with the firm selected for professional services and compensation the Owner determines to be fair and reasonable. If negotiations with

the selected firm cannot be consummated to the satisfaction of the Owner, then the firm will be so notified in writing and negotiations may be initiated with other firms recommended by the committee.

4.6 If selected as the PM, the successful firm will be disallowed from consideration on any other aspects of the project.

4.7 The Owner does not obligate itself to accept the lowest proposal or any proposal, and reserves the right to waive any informality in any or all of the proposals, and to reject or accept any proposal.

4.8 Due to the nature of this project, the Owner would like to discuss the opportunity for the contribution of In-Kind Services up to 25% of the fee amount. This will not be a criterion for selection, but the Owner would like to discuss this with the successful Proposer. Contribution may be comprised of personnel costs, office, travel, meeting, and other direct expenses, overhead costs, purchased services, and other costs associated with carrying out the project.

Article 5: SUBMITTAL REQUIREMENTS

Each responding firm will email the Kuspuk School District point of contact shown below affirming they intend to submit a proposal. Include submitting firm's point of contact information. Late proposals will not be considered. ***Offerors*** are responsible to assure timely delivery and receipt and ***are encouraged to respond at least four business hours prior to the above deadline.*** Any addendum issued less than 24 hours prior to a Deadline will extend that Deadline by a minimum of an additional 24 hours. The Contracting Agency shall not be responsible for any communication equipment failures or congestion and will not extend the deadline for any proposals not received in their entirety prior to the deadline. Except for hand delivered proposals, confirmation of receipt by telephone or other means four hours or less prior to deadline will ***not*** be provided.

All questions regarding this RFP are required in writing, via email, to: bgrieve@kuspuk.org

Bernie Grieve, Superintendent
Kuspuk School District
100 Boundary Avenue
PO Box 49
Aniak, Alaska 99557

The Owner is requesting that those firms interested in providing Project Management Services for the project provide a Proposal, in electronic PDF form, via email to: bgrieve@kuspuk.org

Bernie Grieve, Superintendent
Kuspuk School District
100 Boundary Avenue
PO Box 49
Aniak, Alaska 99557

The Owner must receive all responses by _____ on _____. Responses received after this date and time may not be considered. All proposals in response to this RFP should be clearly marked Auntie Mary Nicoli Elementary School Replacement Construction Project.

Amendments to the RFP will be distributed via email only to firms that confirmed their intent to submit a proposal.

Article 6: Reservation of Rights

The District reserves the right, in its sole discretion:

1. To amend this RFP as it may deem necessary or desirable prior to the Proposal opening
2. To extend the deadline for submitting Proposals
3. To determine whether a Proposal does nor does not substantially comply with the requirements of this RFP
4. To waive any minor irregularity, informality, or nonconformance with this RFP
5. To obtain information from or provide information to other public agencies, upon request, regarding the Proposer's performance
6. To consider the competency and responsibility of Proposers and of their proposed sub-consultants in making the award
7. To determine which, if any, Proposers will be interviewed
8. To seek clarifications regarding any Proposer's Proposal or request additional information necessary to evaluate, rank, and select a Proposer.
9. To determine whether a Proposer should be permitted to submit supplemental information
10. To determine whether the Evaluation Committee should reconvene and collectively review the scoring, making changes as the Evaluation Committee deems appropriate
11. To determine whether to negotiate with any Proposer or multiple Proposers in any manner necessary to service the best interests of the District
12. At any time prior to the Contract execution (including after announcement of the apparent awardee:)
 - a. To reject any Proposal that fails to substantially comply with all prescribed RFP requirements and procedures; and/or
 - b. To reject all Proposals received and cancel this RFP upon a finding by the District that there is good cause therefore and that such cancellation would be in the best interest of the District
13. To hold meetings, exchange correspondence, and obtain data from any source or party, including a Proposer, to seek and improved understanding and evaluation of the Proposals
14. To negotiate the terms and conditions of the Contract, including but not limited to the statement of and schedule for performance of the services and contract price, in order to meet District's expectations and in the best interest of the District
15. To make the award based on the District's best judgment as to which Proposal best meets the District's expectations of a program of the highest quality and innovation
16. In the event any Proposer or Proposers to whom the contract is awarded shall default in executing said formal contract or in furnishing satisfactory insurance coverage within the time and in the manner hereinafter specified, to re-award the contract or another Proposer or Proposers
17. To cancel the contract upon written notice at any time the District, in its sole judgment, determines that the provider is not meeting the needs of the District; and

18. To make any and all amendments to the Contract within the Scope of Services solicited in the RFP.

Article 7: Opening of Proposals

The District at the District Administration Office, 100 Boundary Avenue P.O. Box 49, Aniak, AK 99557, will open proposals received in response to this RFP at the time and date specified in the Proposed Schedule, as modified by the District. Proposers who wish to present at that time will be informed of the number and names of Proposers. No other information will be made available at that time.

Article 8. Evaluation Process

An Evaluation Committee appointed by the District will subjectively evaluate each Proposal. The Evaluation Committee will score the Proposal based on its assessment of the requested Proposal contents. Those Proposals submitted that do not meet mandatory requirements outlined in the Instructions to Proposers and Specifications may, in the District's sole discretions, be rejected or receive a lower rating in the evaluation process. A Proposal submitted by a Proposer determined to be not responsible shall be rejected.

The District may request supplemental information from a Proposer concerning the Proposer's ability to perform the Services. If a Proposer fails to provide supplemental information promptly after receiving a written request from the District, the District may, in its sole discretion, refuse to consider the Proposer's proposal.

The role of the committee shall include a complete review of all Proposal submitted and may include conferring with references provided by the Proposer(s.) It may also involve interviews with selected Proposer(s) to review and discuss their Proposal and the Services. The District Board of Education will make the final decision about which firm will be awarded the Contract.

Article 9: Scoring System

Proposals will be evaluated using the categories and scoring indicated below. The final score will be calculated by computing an average of the total Evaluation Committee's scores.

- a. Background (10 Points)
- b. Project Team & Staffing (10 Points)
- c. Related Experience (15 Points)
- d. Overall Project Approach (10 Points)
- e. Approach to Schedule and Budget (15 Points)
- f. Availability to and Familiarity with the District Locale (25 Points)
- g. References (5 Points)
- h. Cost of Services (10 Points)

Article 10: Interviews

Proposers may receive a scheduling request for an interview that may be conducted as scheduled by the District. The District retains sole discretion to determine which Proposers if any, will be interviewed and the number of interviews, if any, to be conducted. Interviews, if conducted, will

not be scored; however, the Evaluation Committee may reconvene and re-evaluate any interviewed Proposers and adjust the ranking of the Proposals as warranted. There is no guarantee on an interview for any one Proposer or Proposers.

Article 11: **Investigation of References**

The District reserves the right to investigate the references and past performance of any Proposer with respect to its successful completion of similar projects, compliance with contractual obligations and specifications, and lawful payments of suppliers, contractors, and workers. The District may postpone the award or execution of the Contract after the announcement of the apparent successful Proposer in order to complete the investigation.

Article 12: **Price**

The District retains the right to negotiate price and terms with top-ranked Proposers. Any unspecified costs shall be borne by the Proposer.

Article 13: **No Communication with Evaluation Committee**

Evaluation Committee members may not be contacted or solicited by any firm or individual submitting Proposals, with the exception of the communications expressly authorized in this RFP for purposes of seeking clarification or submitting a protest.

Article 14: **Selection and Protest of Award**

- **Selection of Award:** Based on the Evaluation Committee's scoring, a recommendation regarding the award of the agreement will be made to the Kuspuk School District Board of Education. The Kuspuk School Board of Education will make the final decision regarding award of the contract. The Agreement will be awarded to the Proposer who submitted the proposal that the District determines to be the most advantageous to the District based on the evaluation process and the evaluation factors described in this RFP.
- **Notice of Non-Acceptance:** All Proposers not initially selected will be notified of the District's decision by receiving a copy of the Notice of Intent to Award sent to the selected Proposer. After the District and successful Proposer have executed the Contract, any Proposer may review the evaluation documentation, except for information that the District determines to be exempt from disclosure.
- **Protest of Award:** If there are disagreements with the outcome or questions regarding the selection process, adversely affected or aggrieved Proposers must submit protests in writing to Bernie Grieve, 100 Boundary Avenue, Aniak, Alaska 99557. The District must receive such protests no later than three calendar days after the Notice of Intent to Award has been issued.

Protest procedures are set forth in AS 36.30.550, and this RFP. Such protests shall specify the grounds for the protest to be considered by the District. To be an adversely-affected or aggrieved Proposer, the Proposer must demonstrate that but for the District's (a) error in failing to reject a non-responsive higher-ranked Proposal, (b) substantial violation of a provision in the RFP or applicable procurement statute or administrative rule, or (c) error in evaluating and scoring the protesting party's Proposal, the protesting

party would have been awarded the Contract. No protest of the award of the Contract shall be considered if submitted after the deadline established for submitting such protest. At the request of the protestor, a hearing will be conducted before the District staff within seven calendar days after submission of the written protest. The District will either uphold or deny the protest, and a written response will be issued for all properly submitted protests. All such rulings shall be final. If the protest is denied, the District will proceed to award the Contract.

During the resolution of the protest, the District has the right and ability to continue negotiations with the selected Proposer, though contract execution may be delayed until resolution of the protest. If the protest is not resolved at the time when the contract is ready to be executed, the Superintendent may authorize the execution of interim 30-day letter agreements for a limited scope of services with the selected Proposer. The District will not consider a protest of award submitted after the protest submission deadline.

Article 15: Negotiation and Final Award

Final award will be subject to execution of the Contract. Negotiation of the Contract may, at the District's discretion and to the fullest extent permitted by law, include any aspect of the proposal, this RFP, or the Contract. The District reserves the right to negotiate a final Contract that is in the best interest of the District. Award of the Contract may be withdrawn if the Contract negotiations are not concluded in time to execute a Contract by 60 days after Closing Date.

If the District and the Proposer initially selected are unable to negotiate a Contract, the District reserves the right to select another Proposer and negotiate a Contract with that Proposer.

15.1 Compensation:

- Kuspuk School District shall pay the Project Manager a fixed fee of _____ dollars to be earned and paid as follows:
 - _____ upon execution of this Agreement, and _____ monthly beginning May 14, 2018, and ending May 1, 2020.
- Reimbursable expenses will include direct project related costs including transportation from Anchorage to the Project site or on Project related travel for meetings
- Housing and Food Per-diem will be provided while the Project Manager is in or on site or on Project related travel or meetings.

Article 16: Non-Reimbursable Project Manager Expenditure

- Home Office Expenses
- Contributions and Donations
- Entertainments Costs
- Fines and Penalties including assessed interest, resulting from violations of, or failure of Project Manager to comply with Federal, State, or Local Laws or regulations, except when the act or omission causing the fine or penalty to be assessed was done with the written approval of Kuspuk School District's authorized representative.
- Membership in trade, business and professional organizations
- Pre-contract costs.

- Storage of Projects Manager's home office records pertaining to this contract after completion of operations under this contract irrespective of the contractual requirement of the preservation of such records.
- Travel and other expenses of the officers and other employees of Project Manger accept that which are directly project required.
- Employee bonuses
- Any remote site benefits paid or other hardship allowances for work on the project other than per-diem or direct cost of meals and lodging for non-resident Project Manager personnel (and subcontractor personnel if applicable) assigned to the project.
- Any general allowance or cost for special clothing as it relates to special safety clothing or project specific clothing that is purchased after pre-approval by Kuspuk School District.

Article 17: Project Manager Responsibilities

Project Manager shall comply with valid and applicable governmental laws, rules and regulations in effect at the time the services are performed hereunder and to the Project Manager's knowledge, information or belief apply to the Project Manager's obligations under this contract. Changes in laws and regulations after the execution of this Contract that were not known or reasonably foreseeable affecting the cost or time of performance may be subject to amendment to the Contract. If Project Manager believes that compliance with Kuspuk School District directions could violate applicable professional standards or ethics, or applicable governmental laws, rules or regulations, then Project Manager shall so advise Kuspuk School District, and Project Manager shall immediately enter into discussions to arrive at a mutually satisfactory solution. Failing a solution, either party may terminate this Contract in accordance with the termination provisions.

The Project Manager shall be responsible to the level of competency currently maintained by other participating project management firms in the State of Alaska.

Article 18: Kuspuk School District Responsibilities

The Kuspuk School District shall provide Project Manager all available information related to the Project in School District's possession or under Kuspuk School District control. This includes but is not limited to as-built drawings of existing facilities and design documents and specifications produced for this project. School District shall timely review and provide decisions related to construction activities, schedules, estimates, and other issues related to the execution of project management series under this contract.

Article 19: Final Inspections and Facilities Turnover

When the Project Manager believes that all work under the Contract is complete and ready for turnover, the Project Manager shall notify the Superintendent. Within a reasonable time after the Project Manager's written request, the Kuspuk School District Superintendent will make arrangements to make a joint inspection of the work with the Project Manager.

Article 20: Termination

Upon thirty days notice, this contract may be terminated by either party only in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

Upon thirty days notice, the Project Manager's services may be terminated by mutual consent of both parties.

In the event that the Project Manager's services are terminated, Kuspuk School District shall pay the Project Manager for services rendered prior to termination plus appropriate expenses of returning to Anchorage from Aniak, Alaska in accordance with the Compensation Provisions of this Contract.

In no event will loss of anticipated profits be considered as part of any termination payment.

In the event of termination, the Project Manager shall deliver copies of all work products prepared pursuant to this Contract to Kuspuk School District.

Article 21: Relationships of the Parties

The Project Manager and its employees shall act as an extension of the Kuspuk School District organization and team participant in the realization of Kuspuk School District program to re-build the Auntie Mary Nicoli Elementary School in Aniak, Alaska. The Project Manager shall be authorized to act in Kuspuk School District's name to direct and supervise field construction forces supplied by others as allowed by contract with third party contractors, to provide procurement support and to manage and inspect during the construction phase to ensure that all construction is performed in accordance with designs and specifications.

Article 22: Insurance

Kuspuk School District shall procure and maintain until final completion of the project, a commercial general liability insurance policy.

The commercial general liability insurance policy shall provide coverage for contractually assumed indemnity obligation of Kuspuk School District shall have a minimum policy limit of one million dollars (\$1,000,000) per occurrence, shall name the Project Manager as an additional insured, and shall expressly waive subrogation rights of the insurer against the Project Manager, its directors, officers, shareholders and employees. A copy of the complete policy shall be made available to the Project Manager upon request.

Article 23: Equal Opportunity Employment

The Project Manager will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, ancestry, age, or sex. The Project Manager will take affirmative action to insure that employees are treated equally during employment without regard to their race, color, religion, national origin, ancestry, age or sex.

Article 24: Assignment and Subcontracts

The Project Manager shall not assign this contract, or any part thereof, or any right to any of the monies to be paid him hereunder, nor shall any part of the work done or material furnished under said contract be sublet, except with the consent of the Kuspuk School District designated representative.

Article 25: Additional Work and Changes

Kuspuk School District may request, without invalidating this Contract, changes in the Work within the general scope of services covered by the Contract. If, however, Kuspuk School District requests modifications or changes in the general scope, extent or character of the project, or if the time of performance of Project Manager's services is exceeded for reasons beyond Project Manager's reasonable control, the time of performance of Project Manager's services and Project Manager's compensation shall be adjusted equitably by amendment to the Contract.

No claim for additional services, not specifically herein provided, done or furnished by the Project Manager, will be allowed, nor shall the Project Manager do any work or furnish any material not covered by the contract, unless such work is ordered in writing by Kuspuk School District designated representative and covered by amendment to the Contract.

The nature and extent of any additional services beyond the scope of services covered under the existing Contract shall be specified by written amendment(s) with a cost associated thereto.

Article 26: Legal Expenses

In the event legal action is brought by Kuspuk School District or Project Manager against the other to enforce any of the obligations hereunder or arising out of any dispute concerning the terms and conditions hereby created, suit shall be brought in Trial Court of the State of Alaska, 3rd Judicial District. The losing party shall pay the prevailing party such reasonable amounts for fees, costs and expenses as may be set by the court.

Article 27: Severability

The partial or complete invalidity of any one or more provisions of this Contract shall not affect the validity or continuing force and effect of any other provisions.

Article 28: Key Personnel

The personnel offered by the Project Manager are considered essential in performing the services under this Contract. The Project Manager shall give reasonable advance notice of any substitutions and shall submit detailed justification to permit evaluation of the impact of any substitutions on the project. No substitutions shall be made without the written consent of Kuspuk School District; such consent shall not be unreasonably withheld.

Article 29: Project Manager's Records and Right to Audit

Project Manager's and any Subcontractor's books, records, correspondence, accounting procedures and practices any other supporting evidence relating to this Contract shall be open to inspection and subject to audit and/or reproduction. Said audits shall be conducted during normal working hours, by name Kuspuk School District or its authorized representative to the extent necessary to adequately evaluate and verify any invoices, payments or claims based on Project Manager's or any Subcontractor's actual costs (including direct and indirect costs and overhead allocation) incurred in the performance of services under this Contract or to the extent necessary to comply with requirements of any entity providing funding for the Project.

Article 30: Entire Agreement

This Contract constitutes the entire Agreement between the parties and understandings reached therein. This agreement may only be modified in writing executed by both parties. This written agreement hereby supersedes any previous written or oral agreements.

Article 31: Waiver

Any extension of time for payment or performance of any obligations under this agreement and any forbearance by either party in exercising any right or remedy shall not be a waiver of or preclude the exercise of any right or remedy.

Article 32: Reporting

The Project Manager shall report construction progress in such manner and at such times as Kuspuk School District's designated representative may reasonably require. Project Manager shall keep Kuspuk School District informed of the progress of the work by submission of monthly reports describing activities planned for the next month and identification of actions required to accomplish project objectives.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures to this Construction Management Services Contract.

Management Contractor

Date

Kuspuk School District

Bernie Grieve, Superintendent

Date

Article 33: **Acknowledgments**

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.

If any amendments are issues 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:

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

Signature of Representative Office Address for which this Submit
is being made:

Date: ----- _____ Street:

Name: _____ P.O Box: _____

Title: _____ City/State/Zip: _____

Firm: _____ Telephone: _____

Email: _____ AK Business Lic. No: _____

Type of Firm (Check One)

☐ Individual

☐ Partnership

☐ Corporation in the State of: _____

☐ Other (Specify): _____

Article 34: **Respondent 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 12, 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
- ☒ Fee Proposal

