## 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:

Project Name: Auntie Mary Nicoli Elementary

# Article 2

- **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 ol Prei -1 5 1 (h) 5(he) 1 ( )n tPrPCyrn Pser3 ( -1 5t) 3 (r) 2 (up) 3 (is) 9 3 ( -1 5) 3 (rP)4(C)or3nr -



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

  - Public Liability and Property Damage
     Bodily injury liability, including death (\$1,000,000.00 each occurrence).
     Property damage liability (\$300,000.00 each occurrence).
     Owner will be a named Additional Insured.
- 3.8 Automobile Liability Insurance: Coverage for Owner, non

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:

The C	Owner must	receive all	responses by	on	Re	esponses received
after t	his date and	d time may	not be considered	l. All proposals in	response to thi	is RFP should be
clearly	y marked A	untie Mary	Nicoli Elementary	School Replacem	ent Construction	on 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 Proposals3. To determine whether a Proposal does not substantially comply with the requirements of this RFP
- 4. T

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

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

- <u>Selection of Award:</u> 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.

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 w

- 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

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 anticipate 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

# 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.

# 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 follow	ring Amendments:
Acknowledgement sheet must be manually sign proposal is not signed by hand.	ed. A proposal shall be rejected when the
Signature of Representative	Office Address for which this Submit is being made:
Date:	Street:

### Article 34: Respondent Checklist

Respondents are advised that, not withstanding 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 <u>failure to submit the documents shown on this</u> 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