

Oswego City School District
REQUEST FOR PROPOSALS FOR
CONSTRUCTION MANAGEMENT SERVICES

GENERAL INFORMATION/CONDITIONS:

The Oswego City School District (the “District” or “Owner”) is issuing this Request for Proposals (“RFP”) for the purpose of selecting an appropriate firm to provide post-referendum construction management services to implement Phase 2018-02 (as described herein and sometimes referred to as the “Project”) of the District’s multi-phased Capital Improvement Project, which was approved by the voters of the District pursuant to a public referendum held on December 18, 2018 (the “2018 CIP”). The cost of the work budget of Phase 2018-02 is anticipated to be approximately \$14,098,000.00 in current dollars. The requirements for Phase 2018-02 include full construction management services in accordance with a modified AIA Document C132™–2009, Standard Form of Agreement Between Owner and Construction Manager as Adviser edition (the “Contract”), a copy of which is attached as **EXHIBIT A**.

The District, located in Oswego County, New York, consists of the Oswego High School (OHS), Oswego Middle School (OMS), Leighton Elementary School (FLS), Fitzhugh Park Elementary School (FPS), Kingsford Park Elementary School (KPS), Minetto Elementary School (MIN), and Riley Elementary School (CER). A Building Inventory Sheet is provided as **EXHIBIT B** to this RFP. The 2018 CIP touches each school in the District and has a Project budget of \$63,100,000. A detailed description of the scope and value of each phase of the 2018 CIP, including Phase 2018-02, is provided in **EXHIBIT C**.

Services included in this RFP are limited to Phase 2018-02, and the award of Phase 2018-02 to the successful proposer does not obligate the District to award any other phase of the 2018 CIP to said proposer. The District reserves the right to secure construction management services for other phases of the 2018 CIP in accordance with its purchasing policy and applicable law.

Firms submitting proposals shall be able to document their experience in providing construction management services to comparable public-school districts. Additionally, the proposers shall document their staff capacity and expertise to meet the requirements of the District.

For a responding firm to be considered for engagement, an original plus ten (10) copies of its proposal must be submitted to:

Ms. Nancy M. Squairs
Executive Director of Business and Finance
District Office (Leighton Elementary School)
Buccaneer Blvd.
Oswego, NY 13126

Envelopes containing proposals must be labeled as follows: **“CONSTRUCTION MANAGEMENT SERVICES PROPOSAL PHASE 2018-02”**

The deadline for submission of proposals is **12:00 p.m. on Friday, May 3rd, 2019**.

Proposers are responsible for submitting their proposals to the appropriate location at or prior to the time indicated in the specifications. **No proposals will be accepted after the designated time or date indicated in the proposal specifications.** Any proposals received after this deadline will be returned unopened to the firm. Delay in mail delivery is not an exception to the timely submission requirement.

The District reserves the right to reject any and all proposals submitted or to accept any proposal which, in the opinion of the District, will be in the best interest of the District.

The submission of a proposal will be construed to mean that the proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required for the proposer to satisfactorily comply with the specifications. A proposer shall not make any stipulations in its proposal or qualify its proposal in any manner. No proposal will be considered which purports to qualify, limit, amend or omit any requirement of the Request for Proposal.

TENTATIVE RFP TIMELINE:

RFP Mailed:	<u>Week of March 25, 2019</u>
Proposal Due Date:	<u>12:00 PM, May 3, 2019</u>
Proposal Review and Evaluation:	<u>May 2019</u>
Interview (at District's discretion):	<u>May 2019</u>
Board of Education Appointment:	<u>June 2019</u>

Please note that the above listed dates are tentative only. The District reserves the right to revise the timeline as necessary.

PROJECT OVERVIEW:

The Phase 2018-02 scope is set forth in **EXHIBIT C**. Project requirements include full construction management from pre-construction through Project closeout phases described in the Contract and **EXHIBIT D**. Services will include all required preconstruction, construction and close-out services.

PROPOSED PROJECT SCHEDULE (Phase 2018-02):

CM Selection	<u>June 2019</u>
Design Phase	<u>Ongoing</u>
NYSED Submission of Plans	<u>October 2019</u>
NYSED Approval of Plans	<u>January 2020</u>
Contract Bidding/Award	<u>February/March 2020</u>
Construction Phase	<u>April 2020 – October 2021</u>
Final Completion/Closeout	<u>December 2021</u>

POINT OF CONTACT:

District RFP documents are distributed by the Business Office. The Architect of Record (King+King) has been designated as Point-Of-Contact on behalf of the District and shall be the only one authorized to make changes or alterations to anything contained in this RFP. Copies of RFP documents obtained from any other source are not considered official copies. Only those perspective proposers who obtain RFP documents from the District's Business Office will be sent addendum information, if such information is issued.

Limited requests for clarification or additional information regarding this RFP are to be submitted in writing prior to the proposal opening. If the written request requires excessive time or the request would create additional work for District staff, it may be denied. **Verbal questions will not be entertained.** Questions may be submitted **via email**. Questions must be submitted at least 72 hours prior to the proposal opening. Failure to do so may result in rejection of the proposal as being unresponsive. Any substantive requests for information that are received and responded to by the District will be provided to perspective proposers in the form of an addendum.

All questions concerning this proposal shall be sent to:

Craig J. Dailey, Project Manager
King + King, Architects, llp
358 West Jefferson Street

PROPOSAL COSTS:

All costs associated with preparing a response to this RFP are the responsibility of the proposer. The District shall not be responsible for any such costs.

MODIFICATION OR WITHDRAWAL OF PROPOSALS:

Any proposal may be withdrawn or modified by written request of the proposer, provided such request is received by the Executive Director of Business and Finance at the above address prior to the date and time set for receipt of proposals.

RIGHT TO REJECT PROPOSALS:

This RFP does not commit the District to award a contract, pay any cost incurred in the preparation of a proposal in response to this RFP, or to procure or contract for construction management services. The District intends to award a contract on the basis of the best interest and advantage to the District, and reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with all qualified proposers, or to cancel this RFP, in part, or in its entirety, if it is in the best interest of the District. The District may select as the successful proposal that, in the District's sole discretion, best meets the District's requirements whether or not that proposal is the lowest priced. No proposer shall have any legal, equitable, or contractual rights of any kind arising out of its submission of a proposal except as and to the extent that the District, in its sole discretion, shall enter into a contract with the proposer that it selects as the successful consultant.

CONTRACT AGREEMENT:

The written agreement under which the selected consultant will provide services to the District shall be in the form of the attached Contract (attached as **EXHIBIT A**). Fees for service and time schedules are the primary matters for negotiation. The form of the Contract may not be modified by the proposer, and any exception to any provision in the Contract must be submitted with the proposal.

The final Contract form may only be modified by the District in its sole discretion, and will be subject to the approval of the District's Board of Education. The District retains the option of canceling the award if the successful proposer fails to accept such obligations.

RIGHT TO NEGOTIATE WITH PROPOSERS:

The District reserves the right to negotiate with all proposers and to enter into a contract for services with the proposer on terms and conditions that are in the District's best interests.

NEGOTIATED CHANGES:

In the event negotiated changes occur after the awarding of the Contract, the same pricing policies called for in the original Contract will remain in effect.

DURATION OF PROPOSALS:

Proposals will remain in effect for a period of ninety (90) days from the deadline for submission of the proposal.

FORMAT OF PROPOSALS:

The proposal shall be submitted in a bound format with section dividers corresponding to the sections set forth below. Responding firms are free to submit such additional information that they deem pertinent to establishing their qualifications.

1. Section 1 shall provide the following information about the firm:
 - a. Name, address, telephone and fax numbers of the firm.
 - b. Primary contact person for the firm through the proposal and selection process with telephone, fax, and e-mail contact information.
 - c. A brief overview of the firm describing its construction management experience and philosophy, and its general approach and expertise in the construction management of K12 educational projects.
2. Section 2 shall provide (i) a detailed statement as to how the firm intends to meet the requirements of the Project, including its specific project approach and management plan and identifying methods and techniques to be used to establish and maintain schedules, budget and cost containment, and (ii) a list of the proposed Project team members, including any proposed consultants, who will fill the key positions indicated in the firm's organizational chart for the Project. Responding firms shall specifically identify the Principal in Charge and the Project Manager, along with anticipated roles of these persons. This section shall also include brief resumes of key individuals identifying tenure with the firm and descriptions of relevant project experience with the firm. Identify whether past projects were with the proposing firm or with previous employment. Responding firms shall not propose any individual with less than five (5) years of relevant experience.
 - a. As part of the proposal include an example of budget, schedule, change order and RFI reporting, daily job reports and any other management tools which record project events or expedite the project.
3. Section 3 shall provide a list/description of similar completed New York State K-12 educational projects for which the firm has performed comparable construction management services. The list shall specify the services performed and, for each of at least five (5) examples, (i) provide contact information for the client and prime contractors on the project and (ii) describe the project scope, total construction cost, completion date, and location.
4. Section 4 shall provide a list of qualifications that the firm believes would be beneficial to the District in the execution of this Project. The responding firm shall describe specific additional competencies beyond the requirements of this RFP that may benefit the District.
5. Section 5 shall provide a brief, written description of how the firm has managed similar projects. The responding firm shall also include information as to whether the project was timely completed, whether significant problems occurred that affected project performance, and how the firm handled any conflicting issues, project communications, and construction administration with regard to similar projects.
6. Section 6 shall provide a comprehensive, five-year summary of the firm's litigation, arbitration and negotiated/settled history with previous clients. This section shall also identify the firm's insurance carrier.

7. Section 7 shall outline graphically (Organizational Chart) the firm's proposed team structure indicating key positions within the firm, as well as involvement by sub-consultants. This section shall also provide sub-consultants' addresses and telephone numbers, and a brief description of the scope of services to be performed by each sub-consultant and their experience with K-12 education-related construction projects.
8. Section 8 shall describe Project controls that will ensure that the firm can meet the Project schedule and that the Construction Documents will be complete and fully coordinated.
9. Section 9 shall be the proposer's fee proposal for CM Basic Services, which must be either (1) a lump sum, inclusive of all direct personnel expenses, overhead and profit or (2) a percentage of the Cost of the Work, inclusive of all direct personnel expenses, overhead and profit.
 - a. Use the following schedule assumptions in your compensation fee proposal:
 - Anticipated Preconstruction Phase
 - 6-months
 - Anticipated Construction Phase
 - 22-months
 - Anticipated Close-Out Phase
 - 2-months

Identify the types of personnel and the estimated durations each will be dedicated to the Project for each of the Project phases. Also provide a proposed staffing schedule which includes hours based on the Project timeline.

- b. Payments for additional services will be based on hourly rates and shall be presented for all personnel assigned to the Project. By way of example:

<u>Job Title</u>	<u>Hourly Rate</u>
Principal	\$ _____
Project Manager	\$ _____
Assistant Project Manager	\$ _____
Project Superintendent	\$ _____
Assistant Superintendent	\$ _____
Estimator	\$ _____

- c. Reimbursable expenses shall be in accordance with AIA Document C132-2009 and set forth in the fee proposal as follows:

Estimated Reimbursable expenses for the Project: (\$ _____)

Responding firms shall provide a comprehensive, line item summary as to anticipated reimbursable expenses for each phase indicating both the item and estimated expense.

INSURANCE REQUIREMENTS:

No proposer shall commence work for the District until it has obtained all the insurance required herein, submits certificates of insurance to the District, and such insurance coverage and amounts have been approved by the District. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District. Approval of the insurance by the District shall not relieve or decrease the liability of the proposer. Proposer acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract.

The required limits of liability coverage shall be:

1. **Commercial General Liability** – a proposer must maintain a policy of commercial general liability insurance with policy limits not less than \$3,000,000 each occurrence and \$3,000,000 aggregate (per project and per location) for bodily injury and damage to property.
2. **Automobile Liability** – a proposer must maintain automobile liability insurance covering “Any Auto” with a Combined Single Limit of \$2,000,000.
3. **Workers’ Compensation and NYS Disability** – a proposer must provide statutorily required Workers' Compensation Insurance, Employers’ Liability and NY State Disability Insurance for all employees in accordance with the requirements of the laws of New York. A proposer must maintain coverage for employers’ liability with a policy limit of not less than \$2,000,000 each accident.
4. **Professional Liability** – a proposer shall procure and maintain professional liability insurance covering liability the proposer and of its consultants arising out of negligent acts, errors, or omissions in the rendering of the professional services in the minimum amount of \$1,000,000 per claim and in the aggregate. If written on a “claims-made” basis, the retroactive date must pre-date the inception of the contract or agreement. Coverage shall remain in effect for three years following the completion of work. If the proposer is providing environmental services, the errors & omissions policy must be endorsed to include coverage for these services.
5. **Umbrella Liability** – a proposer shall procure and maintain umbrella liability insurance coverage over its Commercial General Liability and Automobile Liability policies (on a follow form basis) in the minimum amount of \$3,000,000 per claim and in the aggregate.

All insurance companies shall have an “A-” or better rating by AM Best with a Financial Standing of “VIII” or better.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the proposer hereby agrees to effectuate the naming of the District, its board members, officers, employees and agents as an unrestricted additional insured on the proposer’s insurance policies on a primary and non-contributory basis, with the exception of workers' compensation and professional liability policies. The proposer’s liability policies shall contain a 30-day notice of cancellation clause that shall provide that the District shall be notified not less than 30 days prior to the cancellation, amendment, non-renewal, and changes to the subject insurance policies. The General Liability, Automobile and Workers Compensation policies shall include a waiver of subrogation in favor of the District. All required endorsements are to be attached to the certificate of insurance.

EXPECTED SCOPE OF SERVICES

The services the successful proposer shall provide for the Project shall be set forth in the Contract and as attached as **EXHIBIT D & E**.

CRITERIA FOR EVALUATING PROPOSALS:

The District’s Executive Director of Business and Finance will receive all proposals. An evaluation committee composed of District administration, staff and Board members will review the proposals received and will further evaluate them, using the criteria listed below.

Each proposal will be evaluated according to the quality of the product, the qualifications and experience of the proposing firm, response to the District's requirements, the ability of the proposer's team to work in a compatible manner with the District's representatives, and the proposer's fee. Evaluation may also include conferring with selected clients of proposing firms and meeting with those firms selected to review their proposals. It is the intent of the District that the selection criteria and ranking of proposers will serve only to assist the District in its selection of a firm, and the District reserves the right to select a firm that it determines in its sole discretion to be in the best interests of the District.

The District reserves the right to conduct any investigation of the qualifications of any proposer that it deems appropriate or request additional information from any proposer. Failure by a proposer to timely provide any additional information requested by the District may, in the sole discretion of the District, be cause for the rejection of the proposer's proposal.

The consensus of the evaluation committee may be that more than one firm shall be considered as a finalist. The committee may request presentations by firms and/or oral or written responses to request additional information. Following review of this information, District may continue discussions with one or more firms for the purpose of discussing terms and conditions of the service. The selected firm will be an independent contractor of the District.

The District reserves its rights to examine any other criteria and take the same under consideration and to reject any firm or proposals despite its compliance with these criteria if it determines that to do so would be in its best interests. The selection process will be a qualification-based selection. Responding firms will be evaluated on the following criteria:

- Actual firm experience in the management of construction projects of K-12 educational facilities in multi-building school districts.
- Knowledge of and experience with N.Y.S. Education Department procedures regarding the management of construction projects and other state and federal laws affecting the operations of public-school districts.
- Extent of services offered, and depth and extent of overall resources that can be put to use by the District for this Project.
- Qualifications and commitment of key individuals.
- Evidence of strong client/contractor relationships.
- Success with similar projects substantiated by client and user references.
- Clarity of internal project management approach.
- Ability to respond to Owner input and requirements.
- Description of any special tools or methodologies, especially cost control and scheduling, which can influence project success of construction document production.
- Fee structure.

The District reserves the right to reject any and all proposals submitted, to waive informalities or irregularities, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the firm(s) that, in its opinion, best meets the District's needs.

EXHIBIT A

**Modified AIA Document C132™–2009, Standard Form of Agreement Between Owner
and Construction Manager as Adviser (the “Contract”)**

EXHIBIT B

Building Inventory Summary Sheet

EXHIBIT C

Project Summary by Phase and Project Costs

EXHIBIT D

Scope of Construction Management Services