

Garfield County School District Request for Proposals Construction Management/ General Contractor Services

The Garfield County School District (GCSD) is seeking proposals from qualified applicants for Construction Management/General Contractor Services (CM/GC, or Contractor) including the construction of two new elementary schools, and miscellaneous other projects for the five-year period beginning October 1, 2017 through September 30, 2022.

The architect for the new elementary schools is David Cox, of VCBO.

Specifications:

All maps are attached.

Opening Date:

August 21, 2017

Proposal Deadline:

Proposals must be received at the Garfield County School District (GCSD) Office no later than 5:00 PM MST, Friday, September 8, 2017. Incomplete or late proposals will not be considered. Hard copies of proposals should be mailed to the GCSD, PO Box 398, Panguitch, Utah, 84759. Or, proposals may be delivered to the GCSD Office at 145 East Center, Panguitch, Utah, 84759. Or, complete proposals may also be emailed to Superintendent Tracy Davis at davist@garfk12.org.

Award of Contract:

A selection committee will determine whether or not to accept proposals received by the deadline. If the committee accepts a proposal, the agreement is subject to GCSD Board of Education approval. Any proposal that is accepted will be made available to the public, in its entirety, upon request.

The GCSD Board of Education reserves the right to reject any or all proposals, or to waive any formality or technicality in any proposal in the best interest of the district.

Scope of Work:

The District will complete the construction of two new elementary schools on the respective sites of their current locations.

Bryce Valley Elementary School, 500 West Center, Tropic Utah. 84776

The new school will be approximately 27,000 square feet. It will partially replace the current gym. The current building will be demolished. The budget is estimated to be \$6,500,000.

Panguitch Elementary School, 110 South 100 West, Panguitch, Utah 84759. The new school will be approximately 35,000 square feet. The budget is estimated to be \$9,000,000. The current school building will be demolished. Structural issues in the existing gym will be addressed.

In addition, the district requires CM/GC services for various other construction/remodeling projects as needed during the period of service. Please refer to the current project list at the link below. The list is subject to change. Over the service period, the projects are estimated to cost approximately \$1,000,000.

<https://docs.google.com/spreadsheets/d/1KyHkrl9Ec6iQanpNYAMPFaBFV3BCmgi5YsWAtLlaWng/edit?usp=sharing>

Discussions:

Discussions may be conducted with firm contacts, at the discretion of the Selection Committee and Superintendent Tracy Davis.

Pre-Bid Meeting:

A pre-bid meeting will be held digitally on August 28 at 11:00AM. Please connect with:

https://join.avc.uen.net/index.html?id=671254670&secret=p_Op2Kv0IPX0W5c3_Lp8ug

An additional meeting will be held digitally at the same address on September 5, 2017 at 11:00AM.

Multiple Proposals:

Multiple proposals may be submitted by a firm.

Timeline:

Work on the projects will start immediately after GCSD Board approval.

Expected Outcomes:

GM/GC services should include oversight of all aspects of new school construction, demolition of existing school facilities, and completion of other projects as needed.

Tax Exemption:

GCSD is exempt from federal and state taxes.

Signature on Proposals:

The GCSD requires the signature of the offeror's authorized representative on the proposal document.

Proposal Fees:

All proposals must include the completed Fee Proposal form, found at the end of this document.

Rejection of Proposals:

The offeror acknowledges the right of the GCSD to reject any or all proposals and to waive informality or irregularity in any proposal received and to award each item to different offerors or all items to a single offeror. In addition, the offeror recognizes the right of the GCSD to reject a proposal if the proposal is in any way incomplete or irregular. It may also award at its discretion, specific items quoted. The District reserves the right to reject the proposal of a offeror who has previously failed to perform properly or complete on time contracts of a similar nature, or a proposal of a offeror when investigation show that a offeror is not in a position to perform the contract.

Form of Proposal:

When submitting proposals in hard-copy format, please **include four (4) copies of proposals**. All proposals must meet and follow all specifications outlined herein.

Evaluation Criteria:

The GCSD committee will use all of the following criteria in its evaluation of the proposals submitted. The order in which they appear is not intended to indicate their relative importance.

- a.) Compliance with RFP requirements. (10 points)
- b.) Experience. Understanding of school construction and related projects. (45 points)
- c.) Price. (35 points)
- d.) References. (10 points)

Total possible points: 100

Experience & References:

Offerors shall provide evidence of having at least five (5) years of experience in performing similar contracts. Offerors shall provide the GCSD at least three (3) references of previously completed contracts, including contact names, addresses, and phone numbers.

Insurance:

The successful offeror will be required to furnish a Certificate of Insurance in the following amounts:

1. Workers' Compensation coverage to statutory limits.
2. The CM/CG Contractor shall carry commercial general liability insurance in the amount of \$1 million/\$2 million aggregate.
3. Property damage insurance.

All insurance policies must include a waiver of subrogation whereby the insured waives its right to subrogate against the GCSD, its employees, volunteers, directors and officers.

Vehicle Insurance: The CM/CG Contractor shall take out and maintain for the life of the contract, adequate automotive/truck or other vehicle insurance with minimum coverage as required by state law.

Licenses:

Offeror shall provide evidence of holding applicable state licenses to perform this work (i.e. general contractor's license).

Performance and Payment Bond:

The winning offeror shall be required to provide the GCSD a 100% Performance and Payment Bond.

Errors:

If applicable, all errors in price extensions will be corrected by the District and totals for award determination corrected accordingly, unless the offeror specifies that no change be made in the total submitted.

Warranty Preference:

The GCSD reserves the right to give preferences in the decision-making process to those proposals providing warranties and maintenance free-options. However, this is not a requirement for submitting proposals.

Equal Opportunity:

The GCSD is an Equal Opportunity employer, and parties doing business with it must comply with all applicable Equal Employment Opportunity laws.

Non-Collusion Statement:

For proposals to be considered, offerors shall provide a non-collusion statement indicating that "neither the offeror nor any of its officers, partners, owners, agents, representatives, employees or parties of interest has in any way colluded, conspired, or agreed directly or indirectly with any other offeror, firm or person to submit a collusive proposal". The statement shall also provide that "neither the offeror nor any of its officers, partners, owners, agents, representatives, employees or parties of interest has

in any way colluded, conspired, or agreed directly or indirectly with any GCSD employee to submit a collusive proposal".

Contracts:

The selected proposal will not be finalized until it is formally accepted by the GCSD Board. Further legal provisions will be formalized through an additional written document.

Legality:

The CM/CG is fully responsible for ensuring that all local, state, and federal laws, rules, and regulations to which it is subject to are complied with.

Indemnity Provision:

The CM/CG agrees to defend, indemnify and hold the GCSD harmless from any liability or claim for damage due to bodily injury, death, property damage, sickness, disease or loss and expense arising from the Contractor's actions. Each Contractor is acting in the capacity of an independent Contractor with respect to the GCSD. The Contractor further agrees to protect, defend and indemnify the GCSD from any claims by laborers, subcontractors or others for unpaid work or labor performed or materials supplied in connection with the Construction Contract.

The Contractor must protect all property of GCSD (i.e. floors, furniture, grass, land, etc.) from damage. Any damage caused by the Contractor must be repaired by the Contractor at its expense. At the completion of the project to the satisfaction of the GCSD, the Contractor must remove from the premises all surplus materials and debris created by the project. The premises must be left in a broom-clean and finished condition acceptable to the GCSD. The Contractor will furnish adequate protection from damage, and to repair damage of any kind for which it is responsible to the premises or equipment.

Default:

The Contractor will be considered to be in default when it fails to meet the completion date set forth in this document.

Background Check:

The Contractor shall at its cost obtain and review current criminal background checks for all employees or agents of the Contractor who will provide services under the

Contract. No employee or agent of the Contractor may provide services who has a prior conviction or plea in abeyance (or diversion agreement or similar arrangement) for a felony or a misdemeanor involving sexual misconduct, drugs, alcohol, or an offense against the person unless the GCSD agrees in writing to the services of such employee after full disclosure of the pertinent criminal information.

The background check shall be conducted by the offeror by visiting the website at <http://publicsafety.utah.gov/bci/yourcrimrecord.html> and following the instructions on the website. Please use the "Third Party Release" option to ensure that background checks are released directly to the GCSD to be filed at the District Office.

**Garfield County School District
CM/CG Fee Proposal Form**

Two New Elementary School and other miscellaneous Construction Projects

In case of discrepancy, written amount shall govern.

Submitted by: _____

A. Pre-construction Fee: For all work during the pre-construction period, I/we agree to perform for the lump sum of:

\$_____

B. Construction Management Fee: For all work during the construction phase of the contract for the management of the project, I/we agree to perform for the lump sum of:

\$_____

C. Construction Supervision Cost: For project supervision and support team costs not covered in the above management fee, I/we agree to perform for the sum of:

\$_____, per month

D. Contractor Change Order Markup: For all work added to the contract by change order, I/we agree to add not more than _____% to the subcontractor/supplier costs for the additional work.

E. Self-Performed Work Markup: For all self-performed work, I/we agree to add no more than _____% to our labor and material costs to perform the work. The labor burden, including benefits, adds _____% to the labor rate.

Signed: _____ Date: _____

RFP Contact:

Questions regarding this request for proposal may be directed to:
Superintendent Tracy Davis
davist@garfk12.org
(435) 676-1379