

YUKON FLATS SCHOOL DISTRICT – REQUEST FOR PROPOSAL

COVER SHEET

THIS IS NOT AN ORDER

SUBMITTAL DEADLINE	
TIME:	5:00 pm Local Time
DATE:	April 18, 2016

ISSUE DATE: *March 28, 2016*
ADVERTISED: March 28-30, 2016

PROJECT:
**Construction Management Related Services
for
Arctic Village Former School Site -
Contaminated Soils Remediation Project**

ANTICIPATED CONTRACT VALUE:
\$50,000 - \$100,000

DELIVER PROPOSALS TO; Yukon Flats School District Tony Peter, Project Coordinator Mailing Address: P.O. Box 350 Fort Yukon, Alaska 99740

CONTRACTING OFFICER:

Mr. Lance Bowie, Superintendent
Yukon Flats 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: Arctic Village K-12 School Soil Remediation Project
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:

CONSTRUCTION MANAGEMENT RELATED SERVICES

Contracting Officer: Mr. Lance Bowie, Superintendent
Yukon Flats School District
phone: (907) 662-2515 ext 24
Cell: 907 388-9734
Fax: (907) 662-3094

Project Coordinator: Tony Peter,
Yukon Flats School District
Telephone:
Fort Yukon (907) 662-2515
Fax: (907) 662-3094
Email: tony.peter@yukonflats.net

Submit Proposals Only To: Yukon Flats School District
c/o Tony Peter, Project Coordinator
P.O. Box 350
Fort Yukon, Alaska 99740

RFP Submittal Deadline: *April 18, 2016 5:00 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: Tony Peter, Yukon Flats School District, PO Box 350, Fort Yukon, AK, 99740, Telephone (907) 662-2515 x 25, e-mail, tony.peter@yukonflats.net.

The Yukon Flats 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 Yukon Flats 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 Yukon Flats 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 Project Coordinator 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 Yukon Flats 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 Yukon Flats 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 Yukon Flats 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 Yukon Flats 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, expected fee 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 Project Coordinator for this project as a reference. References will be checked.

D. Proposal Submission

Proposals may be mailed, faxed, or emailed to the Project Coordinator.

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

Respondent's Return Address

Yukon Flats School District
c/o Tony Peter, Project Coordinator
PO Box 350
Fort Yukon, Alaska 99740

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 10MB.

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 Arctic Village with the architect and engineers. GCI service is required at Arctic Village.
4. Digital Camera and required peripherals to enable embedment into reports and email.

Continuous communication with the Architects and Engineers as well as the Project Coordinator is paramount.

F. Alternate Proposals

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

G. Fax Submittal

Faxed submittal of a proposal will not be accepted.

H. 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 Yukon Flats 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

Provide a fixed fee proposal based on project scope of work and estimated service hours required based on project phases below. The Construction Manager will be required to travel and be on site in Arctic Village 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 both Fort Yukon and Arctic Village that you anticipate will be required for each of the following project phases and provide an estimated cost for each trip.

Project Phases

- Year 1: Planning, Stakeholder Approval and Design
- Year 2: Construction
 - Excavation of contaminated soil
 - Clean up of existing dump/landfill
 - Transport, placement and construction of land farm
 - School Site restoration
- Year 3-6 Land Farm Operations and Closure

C. Proposal Preparation Costs

The Yukon Flats 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 Yukon Flats School District may accept or reject any and all proposals.

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

The Yukon Flats 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 prime 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 Yukon Flats 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

Date: _____
Name: _____
Title: _____
Firm: _____
Email: _____

Office Address for which this
Submittal is made:

Street: _____
P.O. _____ Box: _____
City, _____ State, _____ Zip: _____

Telephone: _____
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
- Fee Proposal
- Other –

A. Objective

To obtain concise representation of capabilities that will enable the Yukon Flats 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 Yukon Flats School District.
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 Yukon Flats 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): Yukon Flats School District

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

Additional requirements for selection at the School District's option:

Refined Proposals Oral Presentation Interview

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 Yukon Flats 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 Yukon Flats 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 Yukon Flats 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 Yukon Flats 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 Yukon Flats 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 Yukon Flats School District.

II. STATEMENT OF SERVICES

Owner's Construction Manager Representative will act as owner's on-site representative on a multi-million dollar former school site remediation project for the Yukon Flats School District. This project includes removal by excavation of up to 5,200 cubic yards of diesel contaminated soil at the former school site and construction of a soils land farm disposal facility at the former village dump site in Arctic Village, Alaska. Successful applicant shall possess the following attributes and skills:

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 environmental restoration.
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 in diesel contaminated soil remediation and land farming.
2. Experience in environmental regulatory compliance.
3. Experience in Arctic Village and other YFSD villages.
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 and Fee Schedule for each phase of the project. Successful respondent will be required to travel and be in Fort Yukon, Fairbanks and Arctic Village 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.

YFSD 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 Yukon Flats School District.

Successful respondent will be the school district's official representative for this project. Every effort shall be made to execute the project in accordance with the Project Agreement and in the District's best interest.

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 environmental discipline is desirable but not mandatory.

DUTIES AND RESPONSIBILITIES:

1. **General Services:** This contract is to assist the Yukon Flats School District in meeting its project management and project administration obligations under the Project Agreement with the Department of Education & Early Development for the Arctic Village K-12 School Soil Remediation project, GR-12-007.
2. Arctic Village soil Remediation anticipated project schedule is:
 - a. DEED Project Agreement Mar 2016
 - b. Owner's Representative & Design Consult Selection Mar - May 2016
 - c. Planning and Site Investigation June – July 2016
 - d. Design June – Nov 2016
 - e. Bid Period Winter 2016/2017
 - f. Site Excavation and Land Farm Construction 2017 Summer
 - g. Land Farm Operation and Site Closure 2018-21 Summers
3. 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.
4. 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.
5. 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.
6. The CM will coordinate as needed with project stakeholders including [list primary known or anticipated 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.
7. The CM will prepare, on behalf of the District, an RFP for professional services for design and construction administration; will solicit and receive proposals for professional services and will assist the district in evaluating, selecting and entering into contracts with design and engineering professionals and will manage these contracts on behalf of the District.
8. 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.
9. The CM shall ensure compliance with DEED requirements for project reporting, project

procurements, project submittals, and project payments.

10. The CM shall oversee, in conjunction with the districts design contractor, permitting and other regulatory agency requirements.
11. The CM shall oversee project close-out requirements with DEED and any other agency having close-out requirements.
12. 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.
13. CM services may require travel, overnight lodging, and other reimbursable expenses.

REPORTS TO: Superintendent/Project Coordinator

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 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.