

**REQUEST FOR SEALED BID  
PROPOSALS  
(No. 18-19-03)**

**PROJECT MANAGER  
FOR  
SCHOOL CONSTRUCTION PROJECT**

**Contract Period:** Base Year – October 2018 – September 2019, with optional renewal at Board’s sole discretion and as merited given status of construction

**Opening Date:** October 1, 2018

**Questions Due By:** October 8, 2018 (3:00pm-Az. Time)

**Proposal Due Date:** October 19, 2018 (3:00pm-Az. Time)

**Number of Copies:** One Original and Seven Copies plus One copy in PDF format

**Delivery/Mailing Address:** Blackwater Community School  
3652 E. Blackwater School Road  
Coolidge AZ. 85128  
Attn: Wendall Joe

**Submit Questions to:** Wendall Joe, Finance Manager  
(520-215-7903)  
Email: Wendall.Joe@bwcs.k12.az.us

**Tentative Award Date:** October 26, 2018

## **I. Introduction:**

Blackwater Community School (“BWCS”) is soliciting proposals from qualified individuals or firms to provide **Project Management** services for the design and construction of a new school facility. The selected individual or firm will enter into a contract with BWCS. All questions or comments regarding this solicitation package must be emailed to the attention of Mr. Wendall Joe (Finance Manager) Blackwater Community School by 3:00PM (Arizona time) on October 8, 2018. Mr. Joe’s email address is: Wendall.Joe@bwcs.k12.az.us.

The services to be provided shall include, but are not limited to, assisting the BWCS Board (“Owners”) in preparing a request for proposal (RFP) for **design-build contractor** services, advising the BWCS Board and Building Committee on project delivery systems and forms of contracts, serving as a single point of contact between the contractors and designers (**design-build contractor**), auditing, quality assurance, quality control procedures, assisting in evaluating contractor payment requests, providing monthly reporting, and facilitating issue resolution.

Qualified individuals or firms are required to submit their proposal in accordance with the solicitation package requirements. **One original and seven (7) copies of the proposal and one (1) electronic copy (Adobe PDF format) must be submitted by the designated time.**

**Bid Proposals must be submitted in a sealed envelope, addressed to the School, clearly marked on the outside of the envelope: “Sealed Bid for PROJECT MANAGER FOR SCHOOL CONSTRUCTION PROJECT”**

After review of all qualifications, including fee proposals, the BWCS Board reserves the right to reject any or all proposals, or any part thereof, or waive defects in same, or accept any proposal deemed to be in the best interest of the School. Further, the Board reserves the right to cancel this request for proposals (“RFP”) at any time. Any award pursuant to this RFP is contingent upon available resources.

Finally, the Board reserves the right to withdraw or cancel any contract(s) resulting from this procurement. Should BWCS cancel said contract, the contractor will be reimbursed for cost incurred up to that point (providing these costs are legitimate and documented to BWCS’s satisfaction) in providing said services. Additionally, the firm or individual will be entitled to retain any prorated payments it has received up to that point.

## **II: Background:**

BWCS is a P.L. 100-297 Tribally Controlled Grant School, funded by the U.S. Department of Interior, Bureau of Indian Education (“BIE”) and is comprised of preschool through 5th grade. BWCS is operated by a five-member, locally elected Board. This Board is the “Owner,” as related to the Project #AA.IES6DFRP.00001/AA.IES8DFRP.00000 envisioned in this RFP.

The School is overseen by the Bureau of Indian Education (BIE). BWCS was established in 1939; thereafter it was provided with a then-new building. The School quickly outgrew its physical building and problems with capacity continue through today. As of the early 2000s, the School began serving grades preschool through 5<sup>th</sup> grade.

In April of 2016, following a competitive process, BWCS was named to a list of 10 schools nationally that would receive a replacement school, to be funded by the Bureau of Indian Affairs (BIA). Since then, the School has been preparing for the acceptance of Federal funding for the construction of the new school. The School seeks a qualified individual or firm to partner with it in getting the process off the ground and seeing it through completion. The Project Manager shall serve as the School's agent, consultant, advisor, and authorized representative through all phases of the project through completion and occupancy.

The selected Project Manager will assist the School Board in preparing a RFP and selecting a design-build general contractor, as well as overseeing the construction project from start to completion. It is BWCS's intent to select an individual/firm to ensure consistent project management, throughout all phases of the project.

### **III. Minimum Qualifications:**

To be considered for award, an Offeror shall meet or exceed **each** of the following minimum requirements. Failure to meet a requirement will result in the disqualification of the proposal, i.e., the proposal will not be considered for award.

1. Must have demonstrated experience as a successful Project Manager or architect in the completion of at least two (2) school construction projects, with a budget of at least \$ 25 million, in the last ten (10) years.
2. Pursuant to 43 CFR 12.76(e), the School affirms its commitment to encourage Indian, minority, and women's firms and business enterprises to submit proposals under this RFP, and the School further commits to use said Indian, minority, and women's firms and business enterprises when possible and as may be required by applicable law. Except for the foregoing noted conditions, all Offerors will receive consideration without regard to race, color, religion, sex or national origin.
3. Preference will be given to demonstrated experience providing owner's representative or architectural services to multiple school districts or grant/charter schools.
4. Must have demonstrated strong Project Management skills including, but not limited to, extensive construction experience, change order evaluation, critical path scheduling, and budget oversight. The selected firm or individual must demonstrate the ability to work collaboratively with the Board, administration, architects, and construction managers.
5. Must demonstrate an outstanding organization's and/or key personnel's qualifications and successful experience in providing **Project Management** services to a school, or other similar public agency.
6. Must possess a Bachelor's degree or higher degree in Architecture/Engineering field from an accredited college or university and also possess at least ten (10) years of successful experience in one of the following areas:

- Employment as either an architect or an engineer in an architectural/engineering firm for which the primary duties of employment included management of projects for the planning, design, and construction of new buildings;
  - Employment with a construction company or construction management firm where the primary duties included management of construction projects with an Architectural/Engineer firm and construction contractor; or
  - Employment with a public agency (Federal, State, Tribal) where the primary duties included the management of projects for planning, design, and construction of buildings.
7. Must demonstrate familiarity and knowledge of 2 CFR Part 200 Federal Acquisition Regulation and Design-Build methodology of Project Delivery.
  8. Must have a valid, current Business License to conduct business within the Gila River Indian Community.
  9. The key personnel who will work on school campus are required to have a valid Arizona fingerprint clearance card no later than sixty (60) days from the beginning work as well the key personnel must undergo and satisfactorily pass the FBI background clearance process, as well as be deemed “suitable” for employment pursuant to the Indian Child Protection and Family Violence Prevention Act, 25 U.S.C. § 3201, *et seq.* and its implementing regulations, and as established by Section 3.20 of the Board’s Personnel Policy.

**IV. Scope of Services:**

1. Assist the School Board & administration in drafting any and all bid announcements for design-build contractor(s) and other project consultants.
2. Assist in evaluating and hiring the team of qualified, quality design-build contractors and other project consultants for this project, and be able to work with the BIA/DFMC (Division of Facilities Management& Construction) officials.
3. Assists School Board in the process of negotiating construction related contracts.
4. Evaluate and report to the School Board regarding whether each contractor has adequate bonding and/or other performance bonding or insurance.
5. Communicate with the BIA/DFMC officials, DFMC Project Manager, representatives from Tribal and local entities, design-build contractor and other members of the construction team.
6. Develops appropriate measures to manage project related risks, including financial risks, contractor risks, solvency of project, and site safety risks, through consistent vigilant and contingency planning.
7. Review pay applications, progress payments and invoices.
8. Monitor the project's budget status, assists schools’ finance manager in budget reconciliations and status of payments to vendors.
9. In a timely manner evaluate and assists in processing change orders, which must be approved by the School Board in advance.
10. Monitor contractor compliance with applicable insurance provisions and employee status and pay rates, including but not limited to all Tribal Employment Rights

Ordinance (TERO), American with Disabilities Act (ADA) rules and regulations which are applicable in this construction project.

11. Monitors liens, lien releases, and lien waivers.
12. Conduct job site visits and inspections with the BIA design team members, architects, and general contractor to review safety, quality control, adherence to schedule, cleanliness, and budget, and be available to the design teams, the design-build contractor, local & Tribal entities, and the School Board as needed.
13. Ensure that proper documentation is maintained both in hard copy and electronic versions, including, but not limited to, all change orders, as well as red line drawings, plans, any and all other documents related to the project.
14. Deliver project on schedule, on budget and in the highest standard of quality.
15. Develop and coordinate plan for punch out (punch list) and turn-over of the project with construction team and asset management team in a timely fashion, to insure that there are no remaining faults or defects in the completed project.
16. Coordinate the warranty walk-through after the project is complete and operational, and create punch list and ensure all items are completed.
17. Manages post-construction issues until the job is fully completed.
18. Have no conflicts-of-interest with any of the contractors, subcontractors or vendors, and no financial, professional, or business relationships with any of the vendors, contractors or subcontractors.
19. Other construction-related tasks as assigned by Owner.
20. Ability to uphold BWCS values by working ethically and with integrity.
21. Review and oversee critical path schedules for design and construction for the project.
22. Review and oversee project budgets, schedules and cash flow projections by working closely with the school's business office.
23. Provide oversight for efficient and comprehensive communications and tracking of critical project elements, for example, requests for information, RFPs, change orders, submittals, addenda, tracking of shop drawings and safety manuals, long lead items, meeting minutes, schedules, insurance certificates, contract development and negotiations, and schedule of values.
24. Oversee and coordinate detailed project cost estimating and any required reconciliation between estimates and budgets. Identify cost control and value management options to keep the project on budget and ensure compliance with Board's approvals, any federal reimbursement requirements, as well as the project specifications.
25. The Project Manager will be prohibited from working on the project in any additional capacity (e.g. as an architect, construction manager, engineer, or construction contractor).
26. Provide oversight of safety measures and protocols and address any unsafe work practices in the field.
27. Assist in the monitoring and reporting on contractor and subcontractor compliance with all Tribal and Federal requirements.
28. Project Manager shall insure that Anti-Nepotism, Conflict of Interest, Anti-kickback Act, bribe, and any other form of special consideration or violation of the foregoing laws and policies are prohibited, Project Manager shall ensure the Design Build firm is in compliance with Davis-Bacon Act, all the provisions set forth in 43 CFR 12.76, 41 CFR 60-1.4(b) are included in solicitations, contracts, and as otherwise required by federal and Gila River Indian Community law.

## V. **Proposal Format:**

The proposal response package must be organized in the following format and include the following information (missing or incomplete information may be grounds for disqualification). One original and seven (7) copies of the proposal and one (1) electronic copy (Adobe PDF format) must be submitted. In order to be considered, proposals are to be submitted in the same format (sequence) as outlined below with each section clearly identified. The School will make no reimbursement for the cost of development or presenting proposals in response to this RFP.

1. **Letter of Interest-** The firm/company shall provide a cover letter containing the respondent's interest in providing Project Manager related services and any other information that would assist the Blackwater Community School in making a selection.
2. **Company Information-** The firm/company shall provide a brief summary of itself, including the following information:
  - a. A description of the Offeror, firm or organization that provides the company or individuals primary areas of service;
  - b. Three (3) references (preferably from other schools or school districts or community schools) and the last three (3) projects for which the Offeror has provided similar services. Include organization name, title or contact person and telephone number.
  - c. Name, address, telephone number and email address of the principal contact person to receive notifications and to reply to inquiries from the Board or administration of the School;
  - d. Identify all services that will be provided in-house and those that will be provided by outside consultants and professionals.
  - e. Years engaged in above services under your present name and all prior names by which the firm was known.
  - f. Listing of personnel that will be directly involved with this project and brief history of each.
  - g. Other information which may assist the School in evaluating the Offeror's qualifications.
3. **Relevant Experience-**
  - a. List the school districts and projects for which the firm has provided complete Project Manager or completed architectural or engineering services. Include only current projects or projects completed within the last ten (10) years. Include specific information on projects (i.e. description, size, value, schedule, type of Owner's Representative Agreement), organizational structure with owner and current owner references, project's budget at start of project and completion of project, and project's anticipated completion date at start of project and when the project was completed.
  - b. Describe experience working with community and government on the Tribal, State or Federal level, particularly in the context of new school construction.
  - c. Describe experience with 2 CFR Part 200 Federal Acquisition Regulation and Design-Build methodology of Project Delivery.

4. **Experience of Key Personnel-** Provide a list of the key personnel to be assigned to this project (including consultants, if applicable) and a brief description of the work they will perform. Resumes of the key personnel (including consultants) who will be directly involved in the project shall be included and be specific to the type of project and include at a minimum:
  - a. Current job title, responsibilities, and type of work performed, and time at current firm;
  - b. Educational background, academic degrees, and professional associations (The Offeror must have a Bachelor's Degree or higher degree, from an accredited university or college, in Architecture/Engineering. Proof of Degree must be submitted with the proposal) and
  - c. The Offeror must demonstrate in its response that it has ten (10) or more years of employment with an Architecture, Engineering or Construction firm or firms where the primary duties of employment included management of projects for the planning, design and construction of buildings with a budget of \$25+ million dollars.
  - d. Compliance with background checks required by applicable laws.
5. **Project Approach and Methodology-** Provide a description of the proposed technical approach to the project, including the identification of any unusual circumstances or anticipated problems and proposed solutions. The information will be used by the Blackwater Community School, to assess the consultant's understanding of the project and its methodology.
6. **References-** List no less than three (3) client references (name, address, e-mail address, telephone number and affiliation to identified project) for who services similar to this RFP are currently or have previously been provided.
7. **Default-** Have you ever failed to complete any work awarded to you? Have you ever been declared to be in default of a contract? If so, where, when, why, and what was the ultimate outcome?
8. **Workload Statement-** Provide details on your firm's current and future workload and ability to provide this project the attention the School Board feel it requires between now and the scheduled completion date.
9. **Litigation-** Describe any pending litigation, arbitration or mediation proceedings in which your firm is currently involved or has been involved in within the preceding fifteen (15) years.
10. **Principals-** Names, titles, reporting relationships, background and experience of the principal members of your organization including officers. Indicate which individuals are authorized to bind the organization in negotiations with the BWCS, or otherwise.

**If the Offeror fails to meet any of the above-specified minimum qualifications, the School will reject the Offeror's proposal as non-responsive.**

**Criteria:**

The School will evaluate the proposals and make the award to the responsible Offeror whose offer, conforming to this RFP, would be most advantageous to the School, price and other factors

considered. An award of the contract will not be based on the cost/price alone. The School may conduct interviews to clarify information received and to assist in the evaluation process. Awards will be based on a number of criteria, including, but not limited to:

- a. The proposal's responsiveness to the specifications and requirements of the RFP (50 points);
- b. Past performance and previous experience of the Offeror with other schools and/or public projects of relative size and nature (50 points);
- c. Demonstrable reliability of the Offeror in performance of service (25 points);
- d. Presented approach and indication that the Offeror understands the project and has a clear method of approach (25 points);
- e. Project personnel, and adequacy of staff in size, availability, and experience to perform the proposed work (25 points);
- f. Reputation of Offeror as demonstrated by references and/or other sources (25 points);
- g. Previous record on completing projects on budget and on schedule (25 points);
- h. Financial responsibility and stability (25 points);
- i. The proposals shall include an estimated total cost of all goods and services ("Cost Proposal") either requested in this RFP or deemed necessary by the Offeror to meet the requirements of this RFP (25 points);
- j. Indian, Minority Business Enterprise (MBE), Women Business Enterprise (WBE) and Small Business Enterprise (SBE) preferences shall be applied pursuant to applicable law (25 points).

**TOTAL POINTS AVAILABLE: 300**

The School shall be the sole judge of the proposals and application of the above-described criteria. The School Board reserves the right to accept or reject any or all bids and to waive any formalities or minor inconsistencies. The decision of the School is final.

**VI. General Conditions:**

1. The BWCS Board reserves the right to accept or reject any or all proposals at any time during the process or to cancel this solicitation at any time prior to the award of any contract, without penalty.
2. The BWCS Board shall be under no obligation to accept a proposal or to enter into any contract if it is deemed in the best interest of the School not to do so. The Board not responsible for any costs incurred by the Offeror in connection with this RFP. The expenses incurred by any Offeror in the preparation, submission, and presentation of their proposal are the sole responsibility of the Offeror and shall not be charged to the Board or the School.
3. The Board has the right to use any or all ideas, plans, specifications and estimates presented in responses to this RFP without cost.
4. Timing and sequence of events resulting from this RFP will ultimately be determined by the Board, consistent with the best interests of the School.
5. The Board reserves the right to amend or cancel this RFP prior to the due date and time, if it is in the best interest of the School to do so.
6. The Board reserves the right to reject the proposal of the consultant that is in default of any prior contract or for misrepresentation.
7. Hold Harmless. As part of entering into any contract which may be granted as a result of this process, the Project Manager for itself and its successors will be required to covenant and agree with the Board to indemnify and hold the School harmless from any and all



action, cases of action, judgments, legal fees, claims and demands whatsoever, which may at any time be instituted, made, tendered or recovered against the School or the Board to the extent caused by the Project Manager's negligence in the performance of the services performed pursuant to any such agreement.

8. Proposals submitted by fax or email will not be accepted.
9. Award of the contract for Project Manager related services as defined herein is contingent upon the parties agreeing to and executing a written contract acceptable to both parties. In the event the parties cannot agree on the terms of the contract, the award shall be cancelled and become null and void, and the parties shall owe no obligations to the other.

**VII. Insurance Requirements:**

Firms shall agree to maintain in force at all times during which services are to be performed the following coverages and shall name Blackwater Community School, and others as may be required, and Additional Named Insured on any primary and non-contributory basis to the bidding firm's Commercial General Liability, Automotive Liability, and Professional Liability policies.

General Liability	Each Occurrence	\$1,000,000	
Auto Liability	Combined Single Limit	Each Accident	\$1,000,000
Professional Liability	Each Claim or Each Occurrence		\$1,000,000

Owner reserves the right to require additional insurance coverage prior to entering the contract with the selected Offeror.

Original, completed Certificates of Insurance must be presented to the School **prior to** purchase order/contract issuance. The firm agrees to provide replacement/renewal certificates at least 60 days prior to the expiration of any relevant policy.

*(approved by Board on September 27, 2018)*