



MR. ROBERT MCDOW, INTERIM BUSINESS OFFICIAL

Request for Proposal **RFP 21-0011**

District-Wide Construction Management Services

October 27, 2020

Attention: Robert McDow, Interim Business Official
Address: Poughkeepsie City School District
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Poughkeepsie, New York 12601
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Proposals must be received by 3:00 pm on November 20, 2020.

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INTRODUCTION

The Poughkeepsie City School District operates five elementary schools, one middle school, and one primary high school with extended programs in other buildings. The student population is approximately 4,200.

In the spring of 2021, the Poughkeepsie City School District will break ground on a \$48-98.5 million project to renovate all seven school buildings. The project, which goes to the voters on October 20, 2020, will be based on two Propositions. Proposition #1 will consist mostly of interior and exterior renovations such as secure entryways, roof, lavatory, and HVAC work. Total estimated cost of \$48.5 million. Proposition #2's \$50 million dollars project will focus on a specific area of education (Performing Arts, Technology, Medical etc.). Extensive renovation and reconstruction work will be done in all seven building as the District has not had a major renovation project in over 10 years.

SCOPE OF THE WORK

The Construction Management team selected will provide leadership, support, and technical assistance on the 2020 Capital Project which consists of Proposition #1 and 2 and may include projects the District will undertake in the future. The firm will work collaboratively with the architect/engineer, administration, staff, community groups (in some cases), and the Facilities Department to evaluate potential projects and options that will ultimately be presented to the Board of Education for further evaluation and recommendation. The scope of each project will be developed in conjunction with the architect.

For contract purposes, the Owner anticipates using the AIA Document C132 - 2009 contract for construction management services. This document is to be used as a guide for defining services to be provided by the Construction Manager. The following is an outline of those services – it is not meant to be all-inclusive.

Pre-referendum – Done by Palumbo Group

- Pre-referendum commitment of 5 hours per week which includes:
- Monthly in person meetings;
- Scope preparation and coordination with the A/E;
- Initial estimation services of the general scope of the project;
- Communication procedures to be used with the District and with the A/E

Pre-construction

- Work with Architects and Owner to prepare project General Conditions and phasing plans to be included in contract documents.
- Provide independent, in-house project cost estimates at the completion of the following phases:
 - Design Development

- Construction Documents/Pre-bid
- Develop construction-phasing schedule to be included in contract documents.
- Review construction documents and offer recommendations prior to establishing bid date.
- Sub-divide the scope of work by prime contract category to be included in the contract documents.

Construction Phase and Closeout

- Establish and maintain an on-site office in office space provided by the school district.
- Provide start-up assistant.
- Notify Architect of any deviation from contract documents.
- Coordinate all utility interruptions with the Poughkeepsie City School District.
- On-site, continuous day-to-day inspections and supervision of all work in process including second shift, holiday and weekend work. Lead staff must have a minimum of 10 years industry experience.
- Endeavor that contractors follow all Law, Statutes, Codes and Regulations during construction and maintain required exit pathways.
- Coordinate all site stored material locations and contractor staging.
- Coordination of all contractors' activities.
- Act as liaison between contractors, Poughkeepsie City School and their designated representatives.
- Monitor the quality of the work and verify compliance with plans and specifications. Identify poor quality and non-conforming work for correction by contractors.
- To the extent possible greet, escort and log all authorized visitors to the site. Prevent unauthorized visitors from entering the site.
- Review of contractor safety procedures.
- Solicit, review and approve construction schedules.
- Review and validate the T & M work. (T & M – Time and Material)
- Review contractor payment applications for progress verification, recommendations to the Board of Education and Architects.
- Monitor construction schedules and initiate corrective actions with contractors to remain on schedule.
- Prepare and maintain a master project schedule.
- Log and monitor all requests for information (RFI's)
- Maintain a daily log of activities on the jobsite.
- Log and maintain all project samples on site.
- Coordinate and monitor all required site and material testing during construction.
- Notify architect in advance of required construction and testing observations to be witnessed by Architect or Engineers.
- Coordinate and chair required contractor site meetings weekly and distribute meeting notes.
- Coordinate and chair bi-weekly progress meetings and distribute meeting notes.
- Prepare and present progress reports to the Poughkeepsie City School Board of Education in a format agreed to by both parties.
- Maintain documentation and photographs of project progress.

- Monitor the progress of all project record drawings and initiate corrective actions with contractors to keep records drawings current.
- Maintain a file of all project documentation to be given to Owner at project completion.
- Coordinate building occupancies and construction phasing to comply with the needs of the district including state aid deadlines.
- Coordinate punch list inspections and execution of punch list items.
- Assist the Owner and Architect in monitoring the project budget and expenses.

The District appreciates your time and effort in preparing the RFP for our review. We anticipate hiring a Construction Management firm in November 2020 based on our above criteria. However, the District reserves the right to reject any and all proposals.

TENTATIVE SCHEDULE OF EVENTS

A. Issue Requests for Proposal:

Date: October 27, 2020

B. Deadline for Submitting Proposals to the Business Office:

Date and time: November 20, 2020 by 3:00 pm (must be received in hard copy)

C. Evaluation of Proposals and Selection of the Firm:

Date: December 7, 2020

GENERAL REQUIREMENTS

Name of District: Poughkeepsie City School

INSTRUCTIONS TO VENDORS

The submission of a proposal will indicate that the offeror (1) has read the instructions, (2) will abide by the terms and conditions governing this Request for Proposal, and (3) understands the requirements for delivery of the services specified. *Hereinafter, Poughkeepsie City School District may be referred to as "the District."*

A. GENERAL INSTRUCTIONS

A-1. Specifications contained in the Request for Proposal are for **Construction Management** services.

A-2. Minimum requirements are specified. The offeror may choose to exceed those minimums.

A-3. Failure to provide sufficient information may result in the proposal not being considered.

A-4. Proposals are to be mailed or delivered to the Poughkeepsie City School District, to arrive no later than the closing date and time specified in the Schedule of Events provided herein.

A-5. Each proposal must be clearly marked on the outside of the envelope with the title "**RFP: Construction Management Services**" and the name of the firm.

A-6. Each proposal will be time stamped. Proposals will be accepted up to, and no later than, the time indicated in the Request for Proposal. Any received after that time will not be considered and will be returned only upon request by, and at the expense of, the offeror. The offeror(s) will assume responsibility for delivery on time at the place specified, whether sent by mail or delivered in person.

A-7. Telephone, facsimile, or telegraphic proposals are not acceptable.

A-8. After contract award, all confidential/proprietary information submitted in the proposal shall be available for public inspection unless the offeror designates in writing that confidential portions contain trade secrets or other proprietary data. The statement advising the Board of Education of this fact shall accompany the submission of the proposal. The information identified by the offeror as confidential shall not be disclosed until the District makes a written determination. They shall review the statement and information and shall determine, prior to contract award, whether the information shall be withheld. If the District determines to disclose the information in accordance with the FOIL, the offeror shall be informed of such determination in writing.

B. SPECIAL TERMS AND CONDITIONS

B-1. By submitting this proposal, the offeror certifies that:

- a. The offeror will protect the District and its Board of Education from all claims for patented articles, processes, materials, inventions, and appliances in connection with fulfillment of this Request for Proposal, at the offeror's own expense.
- b. All services proposed will meet all applicable national, state, N.Y.S. Education Department, and city codes and requirements.
- c. The offeror is not in bankruptcy.

B-2. If the successful offeror fails to meet any specified delivery schedules, the District shall have the option of canceling any and all purchase orders or contracts issued to the offeror in connection with this Request for Proposal.

B-3. The successful offeror shall not be held responsible for any losses resulting if fulfillment of the contract shall be delayed or prevented by wars, acts of public enemies, strikes, acts of God, or any other acts not within the control of the successful offeror and which by the exercise of reasonable diligence the offeror is unable to prevent.

B-4. Payment will be made only after submission of proper invoices as required by the District and within applicable state law. Payment of any claim shall not preclude the District from making claim for adjustment on any invoice found not to have been in accordance with the general conditions and specifications.

B-5. The purpose of this Request for Proposals is to enter into a short-term contract to provide architecture services.

B-6. Each proposal is an irrevocable offer for ninety (90) days after the proposal opening time and date.

B-7. It is the intent of the District to award a contract for specified services during the school year, under the proviso that funds are approved by the voters to support the services. However, no contract will exist unless and until a purchase order is issued. If the successful offeror offers services in areas other than architecture services, the District will negotiate reasonable fees.

B-8. The District reserves the right to cancel the whole or any part of an awarded contract because of failure by the offeror to carry out any term, promise, or condition of the contract. The District will issue a written ten (10) day notice of default to the offeror for acting or failing to act in event of any of the following:

- a. In the opinion of the District, the offeror provides services that do not meet the requirements of the contract.
- b. In the opinion of the District, the offeror attempts to impose on the District services or workmanship that is of an unacceptable quality.
- c. The offeror fails to complete the required work within the time stipulated in the contract.
- d. In the opinion of the District, the offeror fails to make progress in the performance of the requirements of the contract and/or gives the District a positive indication that the offeror will not or cannot perform to the requirements of the contract.

B-9. The Superintendent, by written notice, may terminate any contract when it is determined that the contract is not in the best interest of the District.

B-10. The purchase order will specify the services to be performed, and any other pertinent information required. All District and offeror documents must reference the resultant contract by purchase order number.

B-11. For questions pertaining to the Request for Proposals, the individual who will work with the offeror, furnish information, answer questions, direct the offeror's efforts, provide guidance, etc., is Robert McDow. The contact information is provided on the cover page.

B-12. Three (3) Copies of each proposal must be submitted on the forms and in the format as contained in this Request for Proposal. The cost of proposal submittal is the responsibility of the offeror. The District will not make reimbursement for such expenses. The material must be in the sequence of Section D of this document. Please index tab these eleven areas.

B-13. Upon award and performance of services, the offeror shall submit to the District a monthly statement of charges for the previous month. The statement shall include a record of the services performed in sufficient detail to justify payment. The District shall process the claim for prompt payment in accordance with the standard operating procedures established by the Poughkeepsie City School District.

B-14. The District may undertake or award contracts for additional services, and the offeror shall fully cooperate with such other service providers or District employees. The District shall equitably enforce this section as to all personnel, to prevent imposition of unreasonable burdens on any one area.

a. The District may resort to either or both of the following actions to maintain a desired quality of work ethics:

(1) Canceling of any contract order for any reason.

(2) Reserving all rights or claims to damage for breach of any covenants of the contract.

B-15. In case of default, the District reserves the right to resubmit a Request for Proposal to replace necessary services. The District may recover any actual excess costs by deduction from any unpaid balance.

C. SPECIFIC CONDITIONS

C-1. The District intends to select a construction management firm for the work included within this Request for Proposal. District work will be coordinated with the architect. The Construction Manager and the architecture firm will work together in the best interest of the District.

C-2. The District Administrative Team will determine who is interviewed and the finalist to be recommended to the full Board.

C-3. It shall be the offeror's responsibility to ensure compliance with this Request for Proposal by completion of all information as requested, inclusion of limitations, time schedules, and progress reports for evaluation, and any other information or service that may be required for proper evaluation of the offeror's proposal. Failure to comply with any requirement of this Request for Proposals may result in rejection of the proposal or declaration of the proposal as non-responsive.

C-4. The form of the contract for beginning service shall be a properly executed purchase order and signed contract.

C-5. By submission of a proposal the offeror certifies that:

- a. The offeror has not paid or agreed to pay any person, other than a bona fide employee of the offeror, a fee or brokerage resulting from the award of this contract.

C-6. The pricing in this proposal have been arrived at independently without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such price with any other offeror(s).

C-7. If awarded a contract, the offeror must agree not to discriminate against any employee or applicant for employment on the basis of race, religion, creed, sex, disability, age, or national origin.

C-8. In order to ensure quality education and assistance in transition to new classrooms or buildings, the Administrative Staff of the District will determine if the credentials of the offeror(s) meet or exceed its expectations, and the recommendation will be made upon their approval.

D. CONSTRUCTION MANAGEMENT PROPOSAL FORMAT:

The respondent's proposal shall include the following:

- a. Title page showing the proposal is for construction management services; the firm's name, name, address and telephone number of a contact person, and the date of the proposal.
- b. Table of Contents
- c. Information described in the Proposal Format Section as outlined below.

Applicants must respond in writing to each of the following proposal format in order to be considered. Proposals shall contain information specifically addressing how the respondent's construction management team will meet the qualifications listed. Each proposal format for items D-1 through D-8 have a value of 10 points. The Administrative Team will evaluate each response and assign some or all points to each applicant based on assessment of information provided. Total points available = 80.

D-1. **COMPANY PROFILE AND TEAM ORGANIZATION:** This section should state the size of the firm, the type of firm, firm background, the location of the office from which the work on this project is to be performed.

Describe your proposed team and its experience. Include the names of the proposed project manager(s) and key personnel, with resumes that include general background and qualifications as well as previous experience relevant to the projects (public school construction) described in this RFP.

D-2. EXPERIENCE

The proposal should include details of public K-12 project experience with projects of various size and complexity. Please list **only those projects where your firm was the construction manager of record**, in which your firm's role was that of a pure Construction Manager and not a prime contractor, general contractor, architect/engineer, sub consultant, or subcontractor.

- List your firm’s experience with K-12 renovation projects. Include Owner’s name; contact’s name, title and phone number; a brief description; contract amount; and completion date.
- List your firm’s current CM projects including District names, contract amounts and completion dates.

D-3. **COORDINATION AND SUPERVISION:** Provide evidence of your firm’s ability to provide efficient and comprehensive project management during design and the construction phase of the project(s). Discuss the system in place for controlling costs on the project, providing updates of the total project’s budget and schedule milestones, updating estimates to complete and projected final cost. Show examples of, or describe items included in a monthly status report to the owner.

D-4. **PROGRESS PAYMENT ADMINISTRATION:** Describe the system in place to review and recommend the payment of each contractor application, as well as the monitoring of invoice payment, including verification of prior payments.

D-5. **CLIENT RELATIONSHIPS:** Describe your firm’s ability to develop and nurture a professional relationship with Poughkeepsie City School District. Include a narrative about the firm’s philosophy and process while interacting with client and users.

D-6. **REFERENCES:** Provide a list of at least five public school districts where the applicant has provided similar services. Both current clients and completed jobs within the last three years are preferred. Additional references and/or listing of school districts where work has been completed is encouraged and may be attached as an addendum (please indicate the year in which the project was completed). List the name of district, and all information for the primary contact in the district, as well as all contact information for the project manager or construction manager.

D-7. **PRESENTATION:** The Administrative Team will evaluate all proposals based on the written presentation as received from each respondent. Points will be accumulated for professionalism, composition, articulation, competence, style, crispness and overall appeal.

D-8. **COSTS AND FEES:** Disclose the cost and fee structure of your firm as outlined in Appendix C.

E. PROPOSAL EVALUATION AND AWARD

E-1. The District will award a contract/agreement to the offeror that provides the greatest promise, best references, highest previous performance standards, and desired quality of workmanship. Any interviews that occur will also influence the decision.

E-2. The District will evaluate each proposal submitted and may accept any proposal deemed to be in the best overall interests of the District. The District reserves the right to reject any or all proposals, or any portions thereof, and to waive any informality or technicality in any proposal received. The selection of an offeror or offerors is not required. Primary considerations for evaluation are outlined in the section above titled: “Construction Management Proposal Format.”

E-3. The District reserves the right to make awards at any time within ninety (90) days after the date of the proposal opening, during which time proposals may not be withdrawn unless authorized by the District.

F. LATE SUBMITTALS

F-1. An offeror submitting a late proposal will not be considered.

G. WITHDRAWAL OF PROPOSAL

G-1. At any time prior to the specified proposal due time and date, an offeror (or designated representative) may withdraw the proposal.

H. AMENDMENT OF REQUEST FOR PROPOSAL

H-1. Receipt of an Amendment to the Request for Proposal must be acknowledged by signing and returning the document along with the proposal. Amendments must be received prior to the due date of the RFP.

I. PAYMENT

I-1. The District will make every effort to process payment for the purchase of goods or services within a reasonable period of time after receipt of goods or services and a correct notice of amount due unless a good-faith dispute exists as to any obligation to pay all or a portion of the amount. Any offer that requires payment in less than 30 calendar days will not be considered.

J. AWARD OF CONTRACT

J-1. The District reserves the right to award contracts for individual projects or for any combination of projects deemed to be most advantageous to the District. Only the District knows what is most advantageous to itself.

J-2. Notwithstanding any other provision of the Request for Proposal, the District expressly reserves the right to:

- a. Waive any immaterial defect or informality; or
- b. Reject any or all proposals, or portions thereof; or
- c. Reissue an invitation for proposals.

J-3. The District Board of Education reserves the right to award a contract in the best interest of the District. The Board of Education's decision will be final.

K. DELIVERY

K-1. Proposals are to be delivered to the District administration office, at the address shown on the cover sheet of this Request for Proposal, by the due date and time. **Three (3) hard copies are to be submitted, including one with original signatures. Additionally, a PDF file is to be sent to: erosado@poughkeepsieschools.org**

L. OTHER TERMS AND CONDITIONS

L-1. **PURPOSE:** The purpose of this Request for Proposal is to enter into a contract with a qualified construction management firm to provide services to the District.

L-2. **PROPOSAL OPENING:** Proposals shall be opened publicly at Business Office of the Poughkeepsie City School District on the “received by” date and time indicated on the cover page. The name of each offeror shall be read publicly and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. Proposals will not be subject to public inspection until after contract award.

L-3. **OFFER AND ACCEPTANCE PERIOD:** A proposal is an irrevocable offer for ninety (90) days after the opening time and date.

L-4. **TERM OF CONTRACT:** The term of the resultant contract shall commence upon award and shall remain in effect until completion, inspection, and final acceptance of specified project(s) unless terminated, canceled, or extended as otherwise provided herein.

M. PROPOSAL FORMAT

M-1. Proposals shall be submitted in the format outlined in Section D, titled: “**Construction Management Services Proposal Format.**” This material must be in sequence and related to this Request for Proposal. Three (3) copies of the proposal must be submitted and will be screened by the Administrative Team of the District. The District will make no reimbursement for the cost of developing or presenting proposals in response to this Request for Proposal. The number of attachments and exhibits is unrestricted. Only information specifically related to this type of project will be evaluated.

N. KEY PERSONNEL

N-1. It is essential that the construction management firm provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The construction management firm must agree to assign specific individuals to the key positions, and résumés for such individuals must be included in the proposal.

- a. The Construction Management Firm agrees that, once assigned work under this contract, key personnel shall not be removed or replaced without written concurrence by the District.
- b. If one of the key persons is unavailable for work under this contract for a continuous period exceeding thirty (30) calendar days, or is expected to devote substantially less effort to the work than initially anticipated, the construction management firm shall immediately notify the District, and shall, subject to the concurrence of the Project Manager, replace such individual with personnel of substantially equal ability and qualifications.

O. LICENSES

O-1. The construction management firm shall maintain in current status all federal, state, and local licenses and permits required for the operation of the business conducted as applicable to the awarded contract.

PLEASE TURN TO NEXT PAGE

ATTACHMENT A - SIGNATURE PAGE

POUGHKEEPSIE CITY SCHOOL DISTRICT
Request for Proposals RFP-Construction Management Services

I have reviewed and agree to the terms, conditions, and other stipulations of this RFP dated October 27, 2020.

Name of Firm: _____

Authorized signature: _____

Individual's name (typed): _____

Title (affix seal if a corporation): _____

Mailing address _____

Business license number: _____

Date: ____/____/____

Phone: _____

Fax: _____

Proposals must be signed to be valid.

ATTACHMENT B – INSURANCE REQUIREMENTS

- A. Worker's Compensation
 - 1. State: New York
 - 2. Applicable Federal
 - 3. Employer's Liability: \$1,000,000

- B. Comprehensive General Liability (including Premises-Operation, Contractor's Projection, Products and Complete Operation, Broad Form Property Damage):
 - 1. Bodily Injury:
 - \$1,000,000 – Each Occurrence
 - \$2,000,000 – Annual Aggregate, Products and Completed Operations
 - 2. Property Damage:
 - \$1,000,000 – Each Occurrence
 - \$2,000,000 – Annual Aggregate
 - 3. Personal Injury: \$2,000,000 – Annual Aggregate

- C. Comprehensive Automobile Liability:
 - 1. Bodily Injury:
 - \$1,000,000 – Each Person
 - \$1,000,000 – Each Accident
 - 2. Property Damage: \$1,000,000 – Each Occurrence

- D. Professional Liability:
 - a. \$2,000,000 Each Claim
 - b. \$4,000,000 Annual Aggregate

The firm selected shall provide the City School District of Albany with certificates verifying the existence of the above referenced policies and limits. Said certificate shall specifically state that the City School District of Albany, its officers, employees, and assigns shall be named as additional insured parties except for professional liability insurance where the District will be a certificate holder only.

ATTACHMENT C – FEE STRUCTURE AND DISCLOSURE
Request for Proposals RFP-Construction Management Services

Name of Firm: _____

All firms responding must provide their fee arrangements.

	A	B	C
Construction Budget Range	New Construction	Additions	Renovations
\$1.0 Mil to \$9.99 Mil			
\$10.0 Mil to \$19.99 Mil			
\$20.0 Mil to \$29.99 Mil			
\$30.0 Mil to \$49.99 Mil			
\$50.0 Mil to \$99.99 Mil			
\$100.0 Mil and over			

The consultant markup for any additional consultant services beyond the original scope is _____%.

The District acknowledges that construction management services are a function of schedule and level of staffing. If the scope of a project requires additional staffing or schedule durations outside of norms, or there are special circumstances, the compensation level can be revisited with the district.