

Blackfoot School District #55

REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGER / GENERAL CONTRACTOR CM/GC  
SERVICES: 2021 Bond Projects

## **REQUEST FOR QUALIFICATIONS (RFQ): CM/GC SERVICES**

**September 10, 2020**

Blackfoot School District #55 (BSD #55) will accept Statements of Qualifications (SOQs) from licensed Idaho Public Works Construction Managers in good standing to perform construction manager services in accordance with Idaho Code § 54-4501 et seq., and as determined by BSD #55.

BSD #55 has plans to use the Construction Manager / General Contractor (CM/GC) delivery process. In accordance with the Qualification Based Selection process set forth in Idaho Code § 67-2320, BSD #55 is seeking SOQs from qualified firms to provide CM/GC services to assist with this project.

Written SOQs will be received at the offices of BSD #55, 270 E. Bridge St, Blackfoot, ID 83221 until **12:00 P.M. on October 6, 2020**. Each SOQ will be evaluated on the basis of qualifications as specified in this RFQ. A selection committee will evaluate each of the SOQs and the committee may choose to conduct interviews with one or more of the firms. The BSD #55 Board of Trustees will make the final decision regarding the firm chosen for CM/GC services for this project.

BSD #55 reserves the right to reject any and all SOQs, to waive any irregularities in the SOQs received, and to select the CM/GC that is in the best interest of BSD #55 and the public. The issuance of the RFQ and the receipt and evaluation of sealed SOQs does not obligate BSD #55 to award a contract. BSD #55 will pay no costs incurred in responding to this RFQ. BSD #55 may, at its discretion, cancel this process at any time prior to execution of a contract without liability.

A **Pre-Proposal Meeting** will be held at 270 E. Bridge St, Blackfoot, ID 83221 at **10:00 A.M. on September 30, 2020**. BSD #55 strongly recommends attendance by all Respondents, or, in other words, those firms responding to this RFQ.

# SECTION 1 INSTRUCTIONS TO RESPONDENTS

## 1.1 SOQ Information

Statements of Qualification shall be submitted in an opaque envelope or box and must be sealed and plainly marked for delivery as follows:

Please indicate "CM/GC: 2021 Bond Project - SEALED STATEMENT OF QUALIFICATION ENCLOSED" on the outside of the submittal package. Also indicate, on the outside of the submittal package, the firm name of the Respondent.

SOQs shall be delivered to:

Blackfoot School District #55  
Attention: Brian Kress  
270 E. Bridge St.  
Blackfoot, ID 83221

Please sign your SOQ. UNSIGNED SOQs MAY NOT BE ACCEPTED. Submittal packages must include:

- a. ONE (1) signed/printed original SOQ.
- b. At least nine (9) printed copies of the SOQ.
- c. ONE (1) digital (PDF) version of the entire SOQ on Flash Drive.

Late or incomplete submissions will not be accepted. Email or fax submissions will not be accepted.

**SOQ deadline is 12:00 P.M. local time, October 6, 2020.**

At the time of the deadline above, only the names of the Respondents will be made public. Respondent assumes full responsibility for the timely delivery of its submittal package to BSD #55. Respondent will be responsible for all costs (including site visits if needed) incurred in preparing or responding to this RFQ. All materials and documents submitted in response to this RFQ become the property of BSD #55 and will not be returned.

## 1.2 Contact with BSD #55 Personnel

All communications by Respondent should be made via the below-named contact. No other communication, initiated by the Respondent, with BSD #55 is permitted (excluding the pre-proposal meeting). Address all communications concerning this RFQ in writing to:

Brian Kress  
Blackfoot School District #55  
270 E. Bridge St.  
Blackfoot, ID 83221  
Email: kresb@d55.k12.id.us

## 1.3 CM/GC Selection Process Schedule

RFQ Advertisements:	September 11 & 18, 2020
RFQ Available:	September 10, 2020
SOQ Deadline:	October 6, 2020 @ 12:00 P.M.
Evaluation Committee Rankings:	October 8, 2020

Interview Notification (if required for selection):	October 9, 2020
Interviews (if required) and Selection:	October 13, 2020
Recommendation to BSD #55 Board of Trustees:	October 15, 2020

**1.4 Rates, Overhead, Multipliers, and other Cost Information**

While CM rates, overhead, and multipliers may be requested for reference during the selection process, pursuant to Idaho Code § 67-2320, Respondents shall not provide any cost information, related to this project, in their SOQ.

## SECTION 2

### PROJECT INFORMATION

#### 2.1 Project Location

Blackfoot, ID 83221

#### 2.2 Project Budget

\$22,500,000

#### 2.3 Project Description, Information, and Background

- One new elementary school with approximate capacity of 450 students
- Repurpose of existing elementary school as a Career Technical Education (CTE) Complex
  - Addition of shops to new CTE complex
- Addition of a cafeteria/multipurpose room at Blackfoot High School
- Possible rebuild at the athletic complex: track, football bleachers, baseball/softball complex

#### 2.4 Project Timeline

The design is currently at the pre-design level. Pre-construction services for the project will begin as soon as possible, after project award and contract negotiations are complete. It is anticipated that the construction of the 2021 Bond Project BSD #55 will begin fall of 2021 and be completed fall of 2023.

#### 2.5 CM/GC Scope of Services

All CM/GC contracted services must be performed by staff properly licensed in the State of Idaho. The following services are anticipated in the CM/GC Services agreement with BSD #55. The descriptions are illustrative in nature and not exhaustive. The actual scope of services will be negotiated after this RFQ selection process has been conducted.

#### ***Preconstruction Phase, for Design and Bidding and Long Lead Procurement Services [THESE ALL MAY BE CHANGED, DELETED, OR REPLACED]:***

- Work with BSD #55 staff and the design team to review the project and visit the work areas to become familiar with the project;
- Review draft design drawings and specifications to identify clarity and constructability issues;
- Provide cost estimates as needed and required in the contract;
- Work with staff to develop a project schedule and refine the logistics plans;
- As necessary, provide recommendations with regard to accelerated or fast track scheduling, procurement, or phased construction;
- Develop and disseminate trade contract scopes and other contract documents;
- Establish bidder interest and obtain competitive bids for all the work, materials, and equipment;
- Work with BSD #55 staff and the design team to address questions, issue addendums, and publically open bids;
- Work with BSD #55 staff and design team to value engineer the design and reconciled budget overruns as needed;
- Research and coordinate with specialty contractors and vendors on specialized items.
- Work with BSD #55 staff to derive and negotiate project Guaranteed Maximum Price.

If the project will require multiple bid packages/GMPs the following statement will apply to the pre-construction services provided by the CM/GC. Prior to release of the first package for the subcontractor bidding, CM/GC firm shall submit a bid package estimate that itemizes all bid packages to be bid and awarded and which includes the CM/GC firm's estimate of the cost of each bid package. As permitted by BSD #55, the bid package estimate will include line items for any work the CM/GC firm proposes to self-perform. CM/GC firm's overhead, profit, and contingencies shall be identified in separate line items. The total of the bid package estimate shall equal the Construction Cost on the CM/GC firm's most recent estimate.

**Construction Phase Service [THESE ALL MAY BE CHANGED, DELETED, OR REPLACED]:**

- Obtain project bonding, issue subcontracts and trade contracts, and obtain permits for all the work;
- Serve as the General Contractor and as a licensed Construction Manager, including:
  - Manage the construction process including the coordination, planning, trade contractor management, submittals management, procurement of long-lead material items, and requests for information;
  - Plan and provide general condition services such as site management, mobilization, storage areas, staging, et cetera
  - Obtain permission and coordinate access with public and private property owners implicated by the construction activity.
  - Review and negotiate change orders, and resolve issues and claims;
  - Coordinate safety programs, and maintain a safe job site;
  - Ensure project quality and conduct and coordinate inspections;
  - Update construction schedules as required to meet project milestones;
  - Conduct and document coordination meetings;
  - Maintain records, record documents, and manuals;
  - Develop, monitor, and complete project punch list;
  - Coordinate and assist with warranty corrections.

**2.6 Special Instructions**

Throughout the project, the CM/GC firm shall provide BSD #55 with professional construction management and contractor services and represent BSD #55's interests in completing the project on time, within set budgets, and as planned with minimum difficulties. It is anticipated that standard AIA or Consensus Docs contracts will form the basis of agreement for CM/GC services to be entered into for the project. However, BSD #55 reserves the right to change, modify, or amend the final contract to be entered into by BSD #55.

## **SECTION 3 GENERAL CONDITIONS OF RFQ**

### **3.1 Intent of RFQ**

It is the intent of BSD #55 to run a Qualification Based Selection process to select a firm capable of providing the CM/GC services, including but not limited to, those outlined within this RFQ. The Respondent ranked highest will be approached to negotiate the contract(s) necessary for this project. If contracts cannot be negotiated, BSD #55 will then approach the next highest ranked Respondent to negotiate the contracts pursuant to Idaho Code § 67-2320.

### **3.2 Reserved Rights**

BSD #55 reserves the right to act in the public's best interest and in furtherance of the purposes of Idaho Code Title 67, Chapter 28 (Purchasing by Political Subdivisions). BSD #55 reserves the right to waive any formalities or defects as to form, procedure, or content with respect to its Request for Qualifications and any irregularities in the SOQs received, to request additional data and information from any and all Respondents, to reject any submissions based on real or apparent conflict of interest, to reject any submissions containing inaccurate or misleading information, and to accept the SOQ that is in the best interest of BSD #55 and the public. The issuance of this RFQ and the receipt and evaluation of SOQs does not obligate BSD #55 to select a firm nor award a contract. BSD #55 may, at its discretion, cancel, postpone, or amend this RFQ at any time without liability.

### **3.3 Public Records**

BSD #55 is a public entity. All documents in its possession are public records subject to inspection and copying under the Idaho Public Records Law, Idaho Code §§ 74-101 through 74-125. The Public Records Law contains certain exemptions – one of which is potentially applicable to part of your response is an exemption for trade secrets. Trade secrets may include a formula, pattern, compilation, program, computer program, device, method, technique or process that derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by other persons and is subject to the efforts that are reasonable under the circumstances to maintain its secrecy. Prices quoted in a SOQ are not trade secrets.

If any Respondent claims any part of a SOQ is exempt from disclosure under the Idaho Public Records Law, the Respondent must: 1.) Indicate by marking the pertinent document "CONFIDENTIAL"; and, 2.) Include the specific basis for the position that it be treated as exempt from disclosure. Marking the entire SOQ as "CONFIDENTIAL" is not in accordance with Idaho Public Records Law and will not be honored.

BSD #55, to the extent allowed by law and in accordance with these Instructions, will honor a nondisclosure designation. By claiming material to be exempt from disclosure under the Idaho Public Records Law, Respondent expressly agrees to defend, indemnify, and hold BSD #55 harmless from any claim or suit arising from BSD #55's refusal to disclose such materials pursuant to the Respondent's designation. Any questions regarding the applicability of the Public Records Law should be addressed to your own legal counsel prior to submission.

### **3.4 Insurance**

Prior to executing any contract for CM/GC services with BSD #55 or commencing any work under the contract, the CM/GC firm will be required to provide evidence of the coverages listed below and pay all costs associated with the insurance coverage. Insurance policies or certificates of insurance will name BSD #55 as a named insured, (except professional liability and worker's compensation insurance) and

the CM/GC firm will maintain these minimum insurance coverages during the entire term of the contract:

- a. Professional Liability Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence and a minimum aggregate limit of One Million Dollars (\$1,000,000.00).
- b. Commercial General Liability Insurance coverage with minimum coverage of Two Million Dollars (\$2,000,000.00) on an occurrence basis (rather than a claims-made basis).
- c. Automobile Insurance coverage with minimum coverage of One Million Dollars (\$1,000,000.00) per occurrence for owned, non-owned, and hired vehicles.
- d. Worker's Compensation Insurance in an amount as required by statute and Employer's Liability Insurance in an amount not less than One Million Dollars (\$1,000,000.00) for each occurrence, for all of the firm's employees to be engaged in work on the project under contract and, in the case any such work is subcontracted, the CM/GC firm will require Subcontractors and trade contractors similarly to provide Worker's Compensation and Employer's Liability Insurance for all the Subcontractors and trade contractors to be engaged in such work.

**3.5 Bonding**

As the General Contractor, the CM/GC must have the capability to bond 100% of the contract price of the project estimated at the time the contract is negotiated and until such time that all of the entire projects bid, the overall Guaranteed Maximum Price (GMP) for the work is established, and the bond is delivered to BSD #55. The performance and payment bonds shall be AIA Document A312, 2010, or a standard surety form certified approved to be the same as the AIA A312 form and shall be executed by a surety or sureties reasonably acceptable to BSD #55 and authorized to do business in the State of Idaho.

**3.6 Taxes**

BSD #55 is exempt from Federal and State taxes and will execute the required exemption certificates for items purchased and used by BSD #55. Items purchased by BSD #55 and used by a contractor may be subject to Use Tax. All other taxes are the responsibility of the Contractor and are to be included in the Contractor's pricing.

**3.7 Legal Residency Requirement**

By submitting an SOQ, the Respondent attests, under penalty of perjury, that they are a United States citizen or legal permanent resident or that they are otherwise lawfully present in the United States pursuant to federal law. Prior to being issued a contract, the firm will be required to submit proof of lawful presence in the United States in accordance with Idaho Code § 67- 7903.

**3.8 License Requirements**

Proposals will be accepted from Idaho licensed construction managers and the firm of which they are a principal or full-time employee who, prior to the SOQ deadline, also have a valid public works contractor license as a general contractor pursuant to Idaho Code § 54-1902.

Idaho Code § 54-1902 requires that public works contractors and subcontractors have the appropriate Public Works License for the particular type of construction work involved, and the general contractor must perform at least 20% of the work under contract.



## **SECTION 4**

### **SUBMISSION PROCESS**

#### **4.1 Pre-Proposal Meeting**

A Pre-Proposal Meeting will be held at the 270 E. Bridge St, Blackfoot, ID 83221 at **10:00 A.M. on September 30, 2020**. BSD #55 strongly recommends attendance by all Respondents.

#### **4.2 Forms Submitted**

Respondents must submit the following items by the SOQ deadline:

- a. ONE (1) signed/printed original SOQ.
- b. At least nine (9) printed copies of the SOQ.
- c. ONE (1) digital (PDF) version of the entire SOQ on CD or Flash Drive.
- d. Exhibit A and B Forms (Included in the SOQ as described in SECTION 5 of this RFQ).
  - o RFQ Submittal Information Form – Attached to this RFQ as Exhibit A
  - o RFQ Waiver and Release Form – Attached to this RFQ as Exhibit B

Failure to submit all requested information may render any SOQ nonresponsive and void.

#### **4.3 Objections to Specifications or Process**

Objections to specifications or RFQ procedures must be in writing and received by BSD #55, Attn: Brian Kress at least three (3) business days before the SOQ due date and time. The objection must state the exact nature of the protest, describing the location of the protest portion or clause in the RFQ and explaining why the provision should be struck, added, or altered, and contain suggested corrections. BSD #55 may deny the objection, modify this RFQ, and/or reject all or part of the objection.

#### **4.4 Addenda**

In the event it becomes necessary to revise any part of this RFQ, addenda will be issued. Information given to one Respondent will be available to all other Respondents if such information is necessary for purposes of submitting a SOQ or if failure to give such information would be prejudicial to uninformed Respondents. It is the Respondents' responsibility to check for addenda prior to submitting a SOQ. Failure to do so may result in the SOQ being declared nonresponsive. No addenda will be issued less than three (3) business days before the SOQ deadline unless the deadline is extended.

#### **4.5 Modification or Withdrawal of SOQ**

A SOQ may be modified or withdrawn by the Respondent prior to the submission deadline set forth in this RFQ. After the submission deadline, the submitted SOQ shall remain in effect for a minimum of 90 days for evaluation purposes.

#### **4.6 Protest**

If any participating Respondent objects to BSD #55's notice of selecting a firm for CM/GC services, that Respondent shall respond in writing to the notice from BSD #55 within seven (7) calendar days of the date of transmittal of the notice, stating the express reason or reasons that the decision of BSD #55's Board of Trustees is in error. Upon receipt of such objection, the BSD #55's Board of Trustees shall review the award and determine whether to affirm, modify or re-issue the RFQ, setting forth the reason or reasons for its decision. At completion of the review process, BSD #55 may proceed as it deems to be in the best interest of BSD #55 and the public.

## SECTION 5 REQUIRED CONTENT, EVALUATION, AND SELECTION

### 5.1 Required Submission Materials and Format

The SOQ format described here is meant to allow uniform review and easy access to information by the evaluation committee. Respondents not conforming to the requested format or not in compliance with the specifications may be considered nonresponsive.

SOQs must include the following information in the sequence set forth below. Respondents acknowledge they will be ranked according to articles below, with points applied per article:

#### **Pass/Fail Proposal Criteria – organized with the following information:**

**Cover Letter:** A signed letter briefly stating the Respondent’s understanding of the work to be done, the commitment to perform the work within the time period, and a statement as to why the firm believes it is qualified to perform CM/GC services for the project. Behind the Cover Letter, please submit a completed RFQ Submittal Information Form (Exhibit A) and a completed RFQ Waiver and Release Form (Exhibit B).

#### **Scored Proposal Criteria– organized with the following information:**

**SECTION 1 | Company Profile:** Describe the firm’s history, size, resources, philosophy of service, typical volume of work, financial stability, and basic construction management techniques and methods. Describe how your particular expertise, experience, and techniques can be an advantage to BSD #55 in completing the projects. 30 Points

**SECTION 2 | CM/GC Approach:** Describe the firm’s philosophy and approach to providing CM/GC services during both the Pre-construction and Construction phases of the project as outlined under 2.2 *CM/GC Scope of Services* in this RFQ. Also include a description of your post construction approach including your firms warranty program. 30 Points

**SECTION 3 | Key Project Personnel:** Identify the personnel to whom CM/GC responsibilities will be assigned. Include names, titles, roles, qualifications, years of experience, project experience, and resumes. Please identify your firm’s main point of contact for this project. Also, provide an organization chart clearly illustrating key and support personnel for your project team. 30 Points

**SECTION 4 | Budget Control:** Submit detailed information of how your firm provides budget control throughout all phases of the project. This shall include but is not limited to, periodic updates of construction cost estimates and participation in value engineering during project design, and successfully tracking and reporting construction costs, including line item costs for each bid package, fees, permits, reimbursable costs, CM fees, and all other project costs. 20 Points

**SECTION 5 | Scheduling:** Describe the primary scheduling techniques the firm uses and the software you will employ to produce an effective construction schedule. Provide examples of successful construction management and scheduling services provided on complex, multi-phase projects. Discuss in detail how you intend to enforce contract schedule compliance. 20 Points

**SECTION 6 | Relevant Experience:** Include project name, project description, client reference (including contact name and title, role on the project, email address, and telephone), project budget, type of services provided, and other pertinent information for three (3) projects of similar size and/or scope. Please focus on firm experience – do not include individual experience for projects performed while individuals were employed by other firms. 30 Points

**SECTION 7 | Local Experience:** Also, describe your firm’s presence and past experience in Idaho, including but not limited to, past projects completed in Idaho, employment of residents of Idaho, other work performed in Idaho and corporate presence in Idaho. 40 Points

## **5.2 Evaluation of Respondent**

Proposals will be evaluated based on the Respondent’s response and qualifications by a selection committee that may include BSD #55 employees and consultants. Before a firm is selected, BSD #55 may conduct reference investigations or interviews with one or more Respondents as is necessary to evaluate and determine the performance record and ability of the Respondents to perform the size and type of work anticipated and to determine the quality of the service being offered. By submitting a SOQ, the Respondent authorizes BSD #55 to conduct reference investigations as needed and interview as necessary.

## **5.3 Qualification Based Selection**

Selection will be based on the procurement rules set forth in Idaho Code § 67-2320. Final selection is made by the BSD #55 Board. The BSD #55 Board has the right to waive or alter submission requirements or to reject any or all submissions, consistent with Idaho law. It is the Respondent’s responsibility to conform to all applicable federal, state and local statutes or other applicable legal requirements. The information provided herein is intended to assist Respondents in meeting applicable requirements but is not exhaustive, and BSD #55 will not be responsible for any failure by any Respondent to meet applicable requirements.

## **5.4 Exhibits**

- A. RFQ Submittal Information Form
- B. RFQ Waiver and Release Form

**EXHIBIT A**  
**Submittal Information Form**

**CONSTRUCTION MANAGER / GENERAL CONTRACTOR (CM/GC)**  
**SERVICES: 2021 Bond Projects BSD #55**

TO: Blackfoot School District #55  
Attn: Brian Kress  
270 E. Bridge St  
Blackfoot, ID 83221

FROM: Firm Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**License Information:** Idaho Public Works Contractor License # \_\_\_\_\_

Idaho Public Works Construction Management License # \_\_\_\_\_

held by \_\_\_\_\_, name of licensed CM for your firm.

(Please include a copy of each license behind this form. Also include a copy of your firms Certificate of Authority, naming both your firm and the licensed CM for your firm.)

**Surety Information:** Please attach a project specific letter from your Surety.

**Other Information:**

Has your firm been insolvent or filed for bankruptcy within the last five years?  Yes  No

Has your firm ever been denied insurance coverage or had coverage cancelled over the last five years?  Yes  No

Has any current or former surety rejected a request by your firm for either a payment and performance or labor and materials bond over the last five years?  Yes  No

If your response to any/all of these questions is "Yes", please attach a written document describing, in detail, each situation.

**Firm's officer responsible to BSD #55 for CM/GC services contemplated by this RFQ:**

**SIGNATURE:** \_\_\_\_\_

Print Name / Title: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT B**  
**RFQ Waiver and Release Form**

(REQUIRED FOR SUBMISSION)

Firm Name: \_\_\_\_\_

The undersigned has read this waiver and release and fully accepts the Blackfoot School District (BSD #55) discretion and non-liability as stipulated herein, and expressly for, but not limited to, BSD #55's decision to proceed with a qualification-based selection process in response to the Request for Qualifications (RFQ) to select a firm to supply CM/GC services to BSD #55 for the project.

- A. Discretion of BSD #55: The firm or individual submitting a response to this CM/GC RFQ agrees that BSD #55 has the right to, unless contrary to applicable state law:
- 1) Modify or suspend any and all aspects of the process seeking SOQs and making any decisions concerning this RFQ.
  - 2) Obtain further information from any person, entity, or group regarding the Respondent, and to ascertain the depth of Respondent's capability and experience for supplying CM/GC services and in any and all other respects to meet with and consult with any Respondent or any other person, entity, or group;
  - 3) Waive any formalities or defects as to form, procedure, or content with respect to BSD #55's RFQ to select a CM/GC firm and any response by any Respondent thereto;
  - 4) Accept or reject any sealed SOQs received in response to the RFQ, including any sealed SOQ submitted by the undersigned; or select any one SOQ over another in accordance with the selection criteria;
  - 5) Accept or reject all or any part of any materials or statements, including, but not limited to, the nature and type of SOQ.
- B. Non-Liability of BSD #55:
- 1) The undersigned agrees that BSD #55 shall have no liability whatsoever of any kind or character, directly or indirectly, by reason of all or any decision made at the discretion of BSD #55 as identified above.
  - 2) The undersigned, including all team members, have carefully and thoroughly reviewed the RFQ and has found it to be complete and free from ambiguities and sufficient for their intended purpose.

**Firm's officer responsible to BSD #55 for CM/GC services contemplated by this RFQ:**

**SIGNATURE:** \_\_\_\_\_

Print Name / Title: \_\_\_\_\_

Date: \_\_\_\_\_