

INVITATION FOR REQUEST FOR PROPOSALS

RFP Number: 2024-201

Request for Proposals Project Management Services to be provided to the El Paso Academy, Inc. (“EPA”) will be received at the office of Sarahi Gross – Executive Director, El Paso Academy, Inc., 11000 Argal Ct., El Paso, Texas 79935, Phone:(915) 590-8589, via email at sgross@elpacademy.org, October 18, 2024 at 3:00 p.m. Promptly thereafter, the responses will be opened in the Executive Director’s Office.

Proposal documents may be obtained on-line at the following website:
www.elpasoacademy.org/

EPA reserves the right to reject any and all responses and to waive all technicalities.

BOARD OF THE EL PASO ACADEMY, INC.

Request For Proposals

Project Management Services

RFP Number: 2024-201

Section 1: General Information

El Paso Academy, Inc. (“EPA”), as Owner, is soliciting requests for proposals (“RFP”) for hourly construction project management services (hereinafter referred to as “PM Services”) to represent the Owner for the remodel and new construction of its new east El Paso charter school campus to be located at 1150 Vista Del Oro, El Paso, Texas.

Section 2: Project Description

El Paso Academy is a public charter high school and the property has recently been purchased for conversion into our expanded east El Paso campus. This 15,000 sf existing building will be remodeled to provide a typical charter school program with classrooms, administrative offices, common area circulation, a multi-purpose lunchroom, serving kitchen, and all typical ancillary spaces. Additionally, the facility will be expanded by constructing a contiguous 5,000 sf wing with additional classrooms, restrooms, common circulation, etc. The east side of the exterior parking area will be converted into a fenced recreational area with a basketball court and other physical activity programs. The existing building is tilt wall construction and numerous windows will be installed into this exterior wall system. The exterior structure will receive numerous upgrades and the new ground-up addition will closely match the remodeled exterior of the existing structure. The parking areas will be modified to provide code-required landscaping and other improvements. All electrical, plumbing, and HVAC will be completely redesigned to reflect the new interior floor plan. All existing interior improvements will be demolished for this new revised interior plan.

Section 3: Proposal Submission Instructions

Contact Person: Sarahi Gross

Email: sgross@elpacademy.org

All inquiries, questions, and communication of any type will be sent to the email shown above.

Key Dates:

- Deadline for questions and clarifications: October 9, 2024, by 5:00 PM - MT
- Proposal Due Date: October 18, 2024, by 3:00 PM - MT

All proposals must be submitted via email to Sarahi Gross at sgross@elpacademy.org. The subject line should read “Proposal - RFP 2024-201 Project Management Services.”

Section 4: Scope of Services

The services requested may include but are not limited to:

1. Pre-Construction Planning:

- Project programming

- Development of project execution plans
- Assist Client with GC bidding, contract negotiation and award activities.

2. Project Coordination and Oversight:

- Coordinating all final permit plans and issuance of City building permit
- Ensuring compliance with project specifications and timelines
- Scheduling

3. Budget Management:

- Monitoring project costs.
- Reviewing cost estimates.

4. Quality Assurance

- Ensure all work meets the required standards and specifications.
- Oversight of subcontractors and suppliers.

5. Risk Management:

- Identify potential project risks.
- Develop mitigation strategies.

6. Communication:

- Regular updates and reports to client
- Facilitating meetings
- Maintaining clear and effective communication among all stakeholders

7. Post-Construction Services:

- Coordinate with client during the project closeout.
- Ensure all punch list items are completed.
- Coordinate final inspections and approvals.

8. Project Phase: Construction

Activities:

- Coordinate the activities of General Contractor(s) and develop a construction management plan.
- Monitor and coordinate architect/engineer site visits and responses to contractor inquiries.
- Monitor delivery and review of shop drawings and submittals.
- Monitor contractor performance as to cost and schedule.
- Update project budget, seeking and obtaining Client's approval.
- Update project schedule, seeking and obtaining Client's approval.
- Attend regular job site meetings with contractor and consultants; prepare and/or review meeting minutes as required.
- Prepare periodic reports addressing project progress and issues.

- Assist Client to monitor and confirm project team provides proof of compliance (e.g., certificates of insurance) with insurance requirements in the contract.
- Monitor tasks assigned to project team members during project meetings and advise the Client on prioritization of critical issues that need resolution.
- Perform periodic job observations to evaluate construction progress, adherence to project plans and schedule, and assist in resolving field problems and disputes in the most economical and expeditious manner possible.
- Provide an initial review of vendor and contractor applications for payment, validating, to the best of the project manager's knowledge, actual project progress against the approved schedule of values. Assist Client in the final review of the invoice package. Certification of the applications for payment does not represent:
 1. Exhaustive or continuous on-site inspections
 2. Review of contractor means/methods
 3. Validation of subcontractor and material supplier requisitions for payment
 4. Validation of Contractor use of previous payments
- Maintain and organize (or cause to be maintained and organized) complete project logs (including change orders, RFIs, bulletins, drawings, etc.), progress photos, files, and other documentation.
- Evaluate, negotiate, and make recommendations regarding proposed construction change directives and change orders. Ensure all additional project costs are approved by Client prior to incurring an expenditure.
- Monitor corrective and recovery measures, as required.
- Periodically check that the contractor is executing the contractor's Quality Control program. Ensure Quality Control procedures adhere to the plans approved by Client. Coordinate owner-furnished third-party tests or inspections, if requested.
- Coordinate Client equipping and move-in with construction activities.
- Assist contractor to coordinate required inspections and permits.
- Coordinate delivery schedules of owner-furnished equipment into the overall project schedule.
- Coordinate delivery, storage, and installation of owner-furnished equipment (FF&E).

Deliverables:

- Updated Budget
- Updated Schedule
- Meeting Agendas
- Meeting Minutes
- Status Reports
- Financial Reports
- Ad hoc Reports
- Vendor Invoices with Payment Recommendation
- Project Logs
- Change Directive Recommendations
- Change Order Recommendations
- Approvals (by Client)

Section 5: Required Information

Proposals must include the following information:

1. **Experience and Qualifications:**
 - Describe your cumulative experience with similar projects.
2. **Technical and Financial Competence:**

- Provide examples of past projects demonstrating your capability to complete this project with specific examples of how you maintained overall high quality while reducing costs for the project. As cost is a major factor in this project for EPA, describe the method for cost control you plan to implement and how this planned method was utilized in previous projects.
- Descriptions of similar projects with the following details:
 1. Gross square feet of new construction
 2. Gross square feet of renovation
 3. General program elements
- 3. **References:**
 - Provide at least three (3) references for similar projects completed within the last ten years in include project name, school name, length of time for project, and location; and reference contact name and phone number.
- 4. **Insurance:**
 - Insurance The successful vendor must supply evidence of reasonable and sufficient insurance covering EPA, as applicable: comprehensive general liability (for the loss to persons or property) in an amount of at least \$1,000,000 per event and \$2,000,000 aggregate; professional liability insurance (errors and omissions); and worker's compensation. EPA must be listed as the named insured on the Certificate of Insurance (COI) with the effective date.
- 5. **Time Schedule:** Provide a detailed timetable for completion of each phase of the work required to include targeted and actual occupancy date, and targeted and actual construction cost. Time is very much of the essence with this project.
- 6. **Cost Proposal:** Provide the total cost of the PM services based on the information described herein. Provide a fee structure and payment schedule for payment by EPA to the PM team with the payment schedule matching the time schedule described above.

Section 6: Evaluation and Award

Proposals will be evaluated based on the information provided in Section 5 above. Evaluation will be made by EPA in its sole discretion without a “point system” or other numerical metric but rather by the subjective determination of which PM team meets the best overall combination of services requested.

If EPA cannot agree to contract terms, EPA reserves the right to terminate contract negotiations with a bidder and initiate negotiations with another bidder. Failure to perform in any sense relative to this contract may result in the termination of this agreement by EPA based on non-performance.

Section 7: Terms and Conditions

- **RFP Submission:** RFP Response must be submitted with the requested information and must be emailed to sgross@elpacademy.org on or before the hour on the date specified. Late submittals will not be accepted.
- **Internet Downloads:** Vendors who have not obtained this solicitation document directly from the district, or who may have downloaded the document from the district website, shall be responsible for immediately notifying the district of their interest in order to receive all written addenda on a timely basis. Vendors who do not so notify the district and submit an RFP Response without receipt of all addenda issued may be deemed to have submitted an RFP Response not responsive to this Notice of Request for Proposals.
- **Rejection/Award:** EPA reserves the right to reject any and/or all submittals, to award contracts as may appear advantageous to EPA and to waive all formalities in the procurement process. Written

notice of award mailed or otherwise furnished to the successful respondent results in a binding contract without further action by either party.

- **Confidential Information:** All submitted proposals are subject to the Public Information Act and may be viewed by any member of the public, including news agencies and competitors.
- **Felony Conviction Notification:** Vendors must notify EPA if any owner or operator has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction.
- **Duration of Submission:** Offers must remain open for acceptance for a period of fourteen (14) days subsequent to the opening of RFP Responses.
- **Supplemental Information:** All supplemental information required by the RFP documents must be included with the response. Failure to provide complete and accurate information may disqualify vendor from consideration.
- **Proposal Errors:** RFP Responses will represent a true and correct statement and shall contain no cause for claim of omission or error. Request for withdrawal of RFP Response is allowed based on proof of mechanical error; however, vendor may be removed from approved vendor list.
- **Use of Brand Names:** The use of brand and manufacturer's names is for the purpose of brevity in establishing type and quality of merchandise and is not restrictive. Manufacturer, trade and/or brand name must be indicated for each article and when omitted, the district will consider bid to be as specified. Illustrations and complete description must be included with the RFP Response if responding other than as specified.
- **Undue Influence:** In order to ensure the integrity of the selection process, vendor's officers, employees, agents or other representatives shall not lobby or attempt to influence a vote or recommendation related to the vendor's response, directly or indirectly, through any contact with school board members or other school officials from the date this solicitation is released until the award of a contract by EPA Board of Directors.
- **Payment Terms:** Unless a prompt payment discount with a payment term of at least 10 days is offered and accepted by El Paso Academy, payment terms shall be Net 30 days from date of acceptance or receipt of a properly prepared and submitted invoice, whichever is later.
- **Contractual Relationship:** Nothing herein shall be construed as creating the relationship of employer or employee between El Paso Academy, Inc. and the Contractor or between the School and the Contractor's employees. The district shall not be subject to any obligation or liabilities if the Contractor or his employees incurred in the performance of the contract unless otherwise herein authorized. Neither the Contractor nor its employees shall be entitled to any of the benefits established for school employees, nor be covered by El Paso Academy, Inc.'s Workers' Compensation Program.
- **Governmental Immunity:** The Parties are aware that there are constitutional and statutory limitations on the authority of El Paso Academy, Inc. (a quasi public entity) to enter into certain types of contracts, including, but not limited to, any terms and conditions relating to liens on EPA property; disclaimers and limitations of warranties; disclaimers and limitations of liability for damages; waivers, disclaimers and limitations of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorneys' fees; dispute resolution; indemnities; and confidentiality (collectively, the "Limitations"), and terms and conditions related to the Limitations will not be binding on [EPA] except to the extent authorized by the laws and Constitution of the State of Texas. Notwithstanding anything to the contrary in this agreement, the Contractor acknowledges, stipulates and agrees that nothing in this agreement shall be construed as a waiver of any statutory or governmental immunity from suit and liability available to [EPA] under applicable law.
- **Indemnification:** Contractor shall indemnify, defend and hold harmless El Paso Academy, Inc., its officers, agents and employees, from and against any and all loss, cost, damage, expense and claims, including attorney's fees and liability of any kind of any acts or omission of Contractor, its

officers, agents or employees, in performance of contract, so long as the sole negligence of the School is not the cause of the loss, claim, damage expense or cost.

- **Gratuities:** EPA may, by written notice to the Contractor, cancel any agreement without liability to EPA, if it is determined by EPA that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the EPA with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determination with respect to the performing of such a contract. In the event this contract is cancelled by the School pursuant to this provision, EPA shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by the Contractor in providing such gratuities.
- **Assignment-Delegation:** No right or interest in this contract shall be assigned or delegation of any obligation made by the Contractor without the written permission of the School. Any attempt assignment or delegation by the Contractor shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- **Waiver:** No claim or right arising out of a breach of any contract can be discharged in whole or in part a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- **Modifications:** The contract may only be modified by a written agreement signed by both of the parties or their duly authorized agents.
- **Interpretation of Evidence:** No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in a contract. Acceptance or acquiescence in a course of performance rendered under a contract shall not be relevant to determine the meaning of the contract even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in the contract, the definition contained in the Code is to control.
- **Applicable Law:** This contract shall be governed by the policies of the EPA Board of Directors, laws of the State of Texas and the Uniform Commercial Code. Wherever the term “Uniform Commercial Code” is used, it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas as effective and in force on the date of this contract. The EPA Board Policies can be accessed by contacting EPA.
- **Advertising:** Contractor shall not advertise or publish, without EPA School’s prior consent, the fact that EPA has entered into any contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.
- **Legal Venue:** Both parties agree that venue for any litigation arising from the contract shall lie in El Paso County, Texas.
- **Delivery Terms and Transportation Charges: F.O.B. Destination, Unloaded:** unless delivery terms are specified otherwise in proposal. All deliveries, unless specified otherwise in the contract or order document, will be made to the campus or department specified, between the hours of 8:00 a.m. to 4:00 p.m., Monday through Friday, except on school holidays. The delivery shall be made and articles shall be placed inside the school building or the school facility in the room or rooms designated, at no additional charge. The title and risk of loss of the goods shall not pass to the School until the School actually receives, accepts, and takes possession of the goods at the point or points of delivery. The place of delivery shall be that set forth in any subsequent duly authorized purchase orders.
- **Warranty-Safety:** Vendor warrants that products sold to the School shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the School may return the product for correction or replacement at the successful respondent’s expense. In the event the successful respondent fails to make the appropriate correction within reasonable time, correction made by the School will be at the successful respondent’s expense. Additionally, no asbestos in any form may be used in the manufacture or processing of any product purchased by the School. If

any product called for by name in this specification should contain any asbestos material, the successful respondent must notify the School Purchasing Office immediately for the name of a suitable substitute asbestos-free product.

- **Fund Availability:** Any contract resulting from this solicitation is contingent upon the continued availability of appropriations and is subject to cancellation, without penalty, either in whole or in part, if funds are not appropriated by the EPA School Board of Directors or otherwise not made available to EPA.
- **Right to Additional Competition:** The School occasionally solicits qualifications or bids for services, and expressly reserves the right to enter into one or more service agreements for any goods or services described in this RFP if deemed in the best interest of the School.
- **Termination:** EPA reserves the right to terminate all or any part of the undelivered portion of any order resulting from this RFP solicitation with thirty (30) days written notice; upon default by the vendor, for delay or nonperformance by the vendor or, if it is deemed in the best interest of EPA, for convenience.
- **Record Keeping:** The School, the United States Department of Education, the Comptroller General of the United States, or any other duly authorized representatives must have access to any books, documents, papers, and records of the successful respondent that are directly pertinent to a federal program for the purpose of making audits, examinations, excerpts, and transcriptions.
- **Debarment and Suspension:** Neither the vendor nor any of its officers, directors, owners, members, employees or agents is listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Nonprocurement Programs in accordance with E.O 12549 and E.O. 12689—Debarment and Suspension. This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and contractors declared ineligible under statutory or regulatory authority other than E.O. 12549.
- **Rights to Inventions Made Under a Contract or Agreement:** The vendor acknowledges and agrees that any intellectual property, processes, procedures or product developed in furtherance of a contract between the successful respondent and the School belongs to the School as work-for-hire and all rights are reserved by the School and/or the federal government in accordance with applicable federal law.
- **Ineligibility for Nonpayment of Child Support:** Pursuant to Texas Family Code § 231.006(d), regarding child support, the vendor certifies that the vendor is not ineligible to receive funds under a contract paid by state funds and acknowledges that any agreement between the successful respondent and the School may be terminated and payment may be withheld if this certification is inaccurate.

Non-Collusive Bidding Certificate By submission of this proposal, the bidder certifies that:

- This proposal has been independently arrived at without collusion with any other bidder or competitor.
- This proposal has not been knowingly disclosed to any other bidder or competitor prior to the opening of proposals.

Section 8: RFP Schedule

The following dates represent EPA's best estimate of the schedule that will be followed. EPA reserves the right to modify the schedule as required. All times are MST.

- EPA issues RFP: September 27, 2024
- Deadline for Submission of Requests for Clarification: October 9, 2024, by 5:00 P.M. - MT
- Deadline for Submission of SOQ and PRF: October 18, 2024, by 3:00 P.M.

- Notify Selected PM Estimated Date: TBD
- Present to Board for Approval: TBD