

**REQUEST FOR PROPOSAL
FOR
EMERGENCY RECOVERY (ER) along with CONSTRUCTION MANAGEMENT (CM)
SERVICES
FOR THE CALHOUN COUNTY SCHOOL DISTRICT**

I. INTRODUCTION

The Calhoun County School District is requesting written proposals from qualified construction firms to provide professional Emergency Recovery and Construction Management Services, as well as any and all other related services in response to Hurricane Michael.

II. It is the District's intention to employ the Construction Firm to provide overall Emergency Recovery and Construction Management, including Pre-Construction Services, Cost Benefit Studies, Information Management, Construction for Scope of Work and overall Project Management during the Construction related to disaster recovery and hazard mitigation in response to Hurricane Michael, as well as any other disaster perils.

III. PROPOSAL INSTRUCTIONS AND GENERAL INFORMATION

Proposal Submissions: Submit five (5) copies of a written proposal no later than 9:00 AM, CST on Wednesday, December 19, 2018.

Emergency Recovery and Construction Management
Calhoun County School Board
ATTN: ER & CM Review Committee
20859 Central Avenue East, Room G20
Blountstown, FL 32424

Proposals must be responsive to the requirements and questions of the Request for Proposal.

Reservations: Calhoun County School District reserves the right, during the whole process, to reject any and all proposals, to negotiate changes in the new scope of work or services to be provided, and to otherwise waive any technicalities or informalities.

Method of Selection: Proposals shall be reviewed by the ER & CM review committee. The ER & CM review committee shall review the qualifications (which shall include, but not be limited to, the items listed below) of interested firms. Subsequently, the ER & CM review committee shall make a recommendation to the Calhoun County School Board. Upon acceptance of the recommendation from the ER & CM Review Committee, the Calhoun County School Board may enter into negotiations with the selected firms.

If necessary, based on the consensus of the review committee and prior to submission of a recommendation to the school board, the committee may develop a short list of firms. The short listed firms would then be invited to make presentations to the committee. Following the presentations, the committee would make a recommendation to the school board. Upon acceptance of the recommendation from the committee, the Calhoun County School Board may enter into contractual negotiations with the selected firms.

Please respond, by including but not limiting your response, to the following:

1. Company name and length of time in business.
2. Company location.
3. Availability of time to start and complete project(s) within Owner's requirements.
4. Insurance carrier and applicable coverage.
5. Qualifications of staff to be utilized on this project with names, short resumes, length of time with firm and previous clients served.
6. Names of five (5) previous School Clients with phone numbers and contact person.
7. Description of previous experience, to include budget, final cost, time schedule, change orders, etc.
8. Experience working on an occupied school campus.
9. Pricing: Please provide a rate sheet with cost for services entailed in providing the services to the client.

Calhoun County School District Solicitation Documents

PART A

Scope of Services

1. **Intent**

It is the District's intention to employ the Construction Firm to provide overall Emergency Recovery and Construction Management, including Pre-Construction Services, Cost Benefit Studies, Information Management, Construction for Scope of Work and overall Project Management during the Construction related to disaster recovery and hazard mitigation in response to Hurricane Michael, as well as any other disaster perils.

2. **Scope**

The Construction Manager shall participate in the post-Hurricane Michael recovery efforts, design process, perform construction cost estimating and constructability services, value engineering analysis, manage the schedule and perform construction services. All Proposers must be licensed to practice as general contractors in the State of Florida pursuant to Chapter 489 Florida Statutes by the submittal date for proposals.

The contract for Construction Management Services shall consist of a pre-construction services phase and a construction phase. The pre-construction services phase will include value engineering, constructability analysis, estimating, and the development of a Guaranteed Maximum Price (GMP) at the 100% Construction Document phase. The Construction Phase will be implemented. In the Construction Phase of the contract, the Construction Manager serves as the single point of responsibility for successful performance of construction of the project and shall publicly bid trade contracts.

3. **Tasks**

The Scope of Services includes, but is not limited to:

- a. Provide complete Construction Manager services.
- b. Participate in design phase services to include providing input regarding constructability of the design.
- c. Provide cost estimation and cost control services
- d. Provide schedule development, management and control
- e. Conduct constructability review of the design documents and provide value engineering analysis
- f. Conduct bid and award phase services

4. **Contract End Items**

The selected construction management firm will be required to work closely with district staff and the District's selected Architect. The construction management firm must be cognizant of the available budget.

PART B

Instructions to Proposers and General Provisions

1. **Intent**

The Calhoun County School District, Florida ("District") invites qualified firms to submit proposals as outlined in Part A.

2. **Required Review**

Proposers are required to carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing to the listed contact and received by the District at least 10 days before the proposal closing. This will allow issuance of any necessary addendum. It will also help prevent opening a defective solicitation and exposure of Proposer's proposals upon which an award could not

be made. A protest based on omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the District, in writing, at least 10 days before the time set for closing.

3. Preparation of the Proposal

Proposers are expected to examine this solicitation and all related documents. Failure to do so is at the Proposer's risk. Each Proposer shall furnish the information required by this solicitation.

The Proposers shall retain a copy of all documents for future reference. All proposals must be submitted with the company or firm's legal name and by an officer or employee having authority to bind the company or firm by his or her signature and provide proof of such authority with its proposal.

Please respond by including but not limiting your response to the following:

1. Company name and length of time in business.
2. Company location.
3. Availability of time to start and complete project within Owner's requirements.
4. Insurance carrier and applicable coverage.
5. Qualifications of staff to be utilized on this project with names, short resumes, length of time with firm and previous clients served.
6. Names of five (5) previous School Clients with phone numbers and contact person.
7. Description of previous experience, to include budget, final cost, time schedule, change orders, etc.
8. Experience working on an occupied school campus.
9. Pricing: Please provide a rate sheet with cost for services entailed in providing the services to the client.

4. Questions Received Prior to Closing of Solicitation

Request for information shall be in writing. No calls or visits please. Refer all written requests to Willy Pitts at willy.pitts@calhounflschools.org.

5. Amendments

When an amendment is issued it will be posted on the District's website, www.calhounflschools.org.

6. District Not Responsible for Preparation Costs

The District will not pay any costs associated with the preparation, submittal, presentation or evaluation of any proposal.

7. Submission or Receipt of Proposals

Submit five (5) copies of a written proposal no later than 9:00 AM, CST on Wednesday, December 19, 2018.

Emergency Recovery and Construction Management
Calhoun County School Board
ATTN: ER & CM Review Committee
20859 Central Avenue East, Room G20
Blountstown, FL 32424

8. Information Designated a Trade Secret and/or Confidential and/or Proprietary

All proposals (including all documentation and materials attached to proposals or provided in connection with this solicitation) submitted to the District are subject to Florida's public records laws (i.e., Chapter 119, Florida Statutes), which requires disclosure of public records, unless exempt, if a public records request is made. Proposals (including all documentation and materials attached to proposals or provided in connection with this solicitation (even if in a separate electronic file)) submitted to the District cannot be returned. The District will not consider proposals if the entire proposal is labeled a Trade Secret and/or Confidential and/or Proprietary.

If Proposer believes that its proposal contains information that is a trade secret (as defined by Florida law) and/or information that is confidential and/or proprietary and therefore exempt from disclosure then such information must be submitted in a separate electronic file and comply with the following requirements. In addition to submitting the information in a separate or electronic file, Proposer must include a general description of the information designated as a trade secret and/or confidential and/or proprietary and provide reference to the Florida statute or other law which exempts such designated information from disclosure in the event a public records request.

The District does not warrant or guarantee that information designated by Proposer as a trade secret and/or confidential and/or proprietary is a trade secret and/or confidential and/or proprietary and exempt from disclosure. The District offers no opinion as to whether the reference to the Florida statute or other law by Proposer is/are correct and/or accurate. The District will notify Proposer if a public records request is received and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (email notice is acceptable notice) to file the necessary court documents to obtain a protective order.

Please be aware that the designation of information as a trade secret and/or confidential and/or proprietary may be challenged in court by any person or entity. By designation of information as a trade secret and/or confidential and/or proprietary Proposer agrees to defend the District, its employees, agents and elected and appointed officials ("Indemnified Parties") against all claims and actions (whether or not a lawsuit is commenced) related to its designation of information as a trade secret and/or confidential and/or proprietary and to hold harmless the Indemnified Parties for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the District by reason of any claim or action arising out of or related to Proposer's designation of information as a trade secret and/or confidential and/or proprietary.

Failure to comply with the requirements above shall be deemed as a waiver by Proposer to claim that all additional information in its proposal is a trade secret and/or confidential and/or proprietary regardless if such information is labeled trade secret and/or confidential and/or proprietary. Proposer acknowledges and agrees that all information in Proposer's proposal will be disclosed, without any notice to Proposer, if a public records request is made for such information.

Please be advised that Proposer's proposal, including any information submitted in a separate electronic file will be distributed to the Evaluation Committee members, District staff and District Consultants to allow Proposer's entire proposal to be evaluated and considered for award of this Contract. The entire contents of Proposer's proposal may be discussed at meetings that are open to the public, subject to the requirements set forth in Chapter 286, Florida Statutes. In the event a public records request is received the District will notify Proposer and Proposer, at its own expense, will have forty-eight (48) hours after receipt of such notice (e-mail notice is acceptable notice) to file the necessary court documents to obtain a protective order.

9. Right to Reject Proposal

- a. Proposers must comply with all the terms of the solicitation and all applicable state and federal laws. The District may reject any proposal that does not comply with all of the material and substantial terms, conditions and performance requirements of the solicitation.
- b. Proposers may not restrict the rights of the District or qualify their proposal. If an Proposer does so, the District may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.
- c. Minor informalities, that do not affect responsiveness; that are merely matter of form or format; that do not change the relative standing or otherwise prejudice other proposals; that do not change the meaning or scope of the solicitation; that are trivial, negligible or immaterial in nature; do not effect a material change in the work; or, do not constitute a substantial reservation against a requirement or provision may be waived by the District.
- d. The District's right is reserved to reject any or all proposals for any reason and to disregard typographical, mathematical or obvious errors.

10. Explanations to Proposers

Explanations or instructions shall not materially alter this solicitation unless they are in writing. Oral explanations or instructions given before the award of the Agreement will not be binding. If necessary, a written amendment to this solicitation will be issued distributed to all Proposer's and posted on the Calhoun County School District website.

www.calhounflschools.org

11. Acceptance of Offer

The submitted proposal shall be considered an offer on the part of the Proposer. Such offer shall be deemed accepted upon execution of the Agreement.

12. Evaluation Criteria

Proposals will be evaluated on the following criteria:

- a. Experience of firm (20 points)
- b. Qualification and technical competence (20 Points)
- c. Capacity to accomplish the work (20 Points)
- d. Past Performance on similar contracts (20 Points)
- f. Cost or price (20 Points)

13. Evaluation of Proposals

The proposals will be evaluated based solely on the evaluation factors or criteria set forth in this section of the solicitation. Where there are multiple responsive proposals to the solicitation, a short-listing of two or more Proposers may be made. Negotiations as outlined in this section may begin with the selected Proposers on the short-list. If there is only one responsive proposal, negotiations may proceed with a single Proposer. Selected Proposers may be required to make presentations.

14. Schedule

| | |
|--------------------------|-------------------|
| Solicitation | December 5, 2018 |
| Question Cut-off | December 10, 2018 |
| Proposal Due Date | December 19, 2018 |
| Evaluation | December 31, 2018 |
| Recommendation for Award | January 2019 |
| District Board Approval | January 2019 |

15. Award Without Discussion

The District may award the Agreement based on initial proposals received, without discussions. Therefore, each initial proposal should contain the Proposer's best terms from a cost or price and technical standpoint.

16. Award of Agreement

An award shall be made to the responsible Proposer whose proposal is determined, in writing, to be the most advantageous to the District, taking into consideration price and the evaluation factors set forth in this solicitation.

17. Modification or Withdrawal of Proposal

A proposal may not be modified, withdrawn, or canceled by the Proposers for 150 days following the time and date designated for the opening of proposals (except when requested by the District for clarification, presentation or best and final proposals) and the Proposers so agree by submitting their proposals.

18. Discrepancies, Errors, and Omissions

Any discrepancies, errors, or ambiguities in this solicitation or amendment(s) thereto (if any) should be reported in writing to the Superintendent of Schools. Should it be found necessary, a written amendment will be incorporated in this solicitation. The District will not be responsible for any oral instructions, clarifications, or other communications.

19. Disqualification

The District reserves the right to disqualify Proposers before or after opening, upon evidence of collusion with intent to defraud or other illegal practices on the part of the Proposers.

20. Execution of Agreement

The individual, firm, or corporation to which the Agreement is awarded shall sign the necessary agreement entering into a contract with the District and return it to the District within ten (10) business days from the date the final approved agreement has been received by the successful Proposer. No agreement shall be considered binding upon the District until it has been properly executed.

21. Data Collection

Pursuant to Florida Statute 119.071 Social Security Numbers collected from Proposers are used for identification, verification and tax reporting purposes.

22. Public Entity Crimes

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.

23. Proposer Registration

Proposer must be registered with the Florida Division of Corporations to do business within the State of Florida prior to award of an agreement.

24. Nondiscrimination

Vendors and Contractors shall provide workplaces free from discrimination harassment and related inappropriate behavior. Behavior that is discriminatory, harassing or otherwise inappropriate when such behavior is based on an individual's or group's race, color, national origin, religion, gender, marital status, age, disability, sexual orientation, genetic information or other protected category is considered a violation. Gender includes, but is not limited to sex, pregnancy, childbirth or medical conditions related to childbirth, and gender-related self-identity which can be shown by evidence such as medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity, or any other evidence that the gender-related identity is sincerely held. Vendors and Contractors are further encouraged to provide workplaces free of discrimination in terms of conditions of employment, including benefits.

25. Prohibited Communication

Proposer and its employees, agents, contractors and representatives are prohibited from lobbying District staff, selection committee members, and District project consultants relative to Proposer's proposal or this solicitation until the solicitation selection and award processes have been completed. Non-compliance with this provision may result in disqualification of Proposer from consideration. Notwithstanding the foregoing, this provision shall not prohibit Proposer from (i) providing public comment in accordance with applicable laws and District policies at public meetings where public comment is permitted, (ii) making a presentation during a selection committee meeting if requested by the selection committee, or (iii) submitting a dispute or complaint in accordance with the requirements set forth in this solicitation.

27. Minority Businesses, Women's Business Enterprises, & Labor Surplus Area Firms

Pursuant to 2 CFR §200.321, (a) The District is taking all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include:

- (1) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (2) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

- (3) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (4) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- (5) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (4) of this section.

28. CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

No District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship with any business entity or any agency which is doing business with an agency of which she/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretation.

29. PUBLIC ENTITY CRIMES

29.01 Pursuant to Florida Statutory requirements, potential Respondents are notified: 287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.

29.02 287.133(2) (b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.

29.03 287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

29.04 By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.

29.05 In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

29.06 Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

30. PUBLIC RECORDS LAW

All response documents and/or other material submitted by the proposer in response to this Request for Proposal shall be open for inspection by any person and in accord with Chapter 119, Florida Statutes. Effective July 1, 2013 Florida Statute 119.0701 requires School Board agreements for services to include compliance with public record laws. Vendor must keep and maintain public records ordinarily and necessarily kept by the School Board in order to perform

the service(s) awarded.

- Vendor must provide the public with access to public records on the same terms and conditions the School Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Act.
- Vendor must insure public records that are exempt, or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- Vendor must meet all the requirements for retaining public records and transfer at no cost to the School Board, all public records in the possession of the vendor upon termination of the agreement, and destroy any duplicate public records that are exempt or confidential and exempt, from public records disclosure requirements.

31. CANCELLATION / TERMINATION

In the event any of the provisions of this response are violated by the awarded firm(s), the Superintendent or his/her designee, shall give written notice stating the deficiencies and unless the deficiencies are corrected within ten (10) business days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the Calhoun County School Board, may pursue any and all legal remedies as provided herein and by law. The Calhoun County School Board, reserves the right to terminate any contract resulting from this RFP at any time and for any reason, upon giving ten (10) business days prior written notice to the vendor. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The Calhoun County School Board shall only be required to pay to the respondent that amount of the contract actually performed to the effective date of termination.

32. AMERICANS WITH DISABILITIES ACT

Individuals covered by the Americans with Disabilities Act of 1990 in need of accommodations to attend public openings or meetings sponsored by the Calhoun County School Board, may contact the School District's American Disabilities Act Coordinator at 850-674-5927, 48 hours in advance.

33. DRUG FREE WORKPLACE

Preference must be given to vendors submitting a certification with their response certifying they have a drug-free workplace in accordance with Section 287.887, Florida Statutes. This requirement affects all public entities of the State and became effective January 1, 1991.

34. BID PROTESTS

34.01 - Respondents are advised that any and all bid protests must be made in accordance with the requirements of the terms and conditions of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes. Failure to file a bid protest within the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

34.02 - All Respondents acknowledge that the significant damages and losses that will be suffered by the District as a result of the time lost and costs associated with an unsuccessful bid protest will be difficult, if not impossible to prove. Therefore, any and all protests must be accompanied by SECURITY in the amount \$5,000.00, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protesters in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

35. Federal Procurement Requirements

Execution of any future contract from any proposal associate with this RFP will be aligned with Federal Procurement Guidelines as outlined in 2 CFR § 200.317-326.