

REQUEST FOR PROPOSAL

(RFP) # 2017-01

DESIGN BUILD

**NEW CHIEFLAND MIDDLE/HIGH SCHOOL
CONSULTANTS' COMPETITIVE NEGOTIATION ACT
(CCNA)**

EXHIBIT I SCOPE OF WORK

PREPARED BY: LEVY COUNTY SCHOOL BOARD

FACILITIES DEPARTMENT

RFP # 2017-01

Design Build SCHOOL BOARD OF LEVY COUNTY, FLORIDA

PURPOSE AND PROJECT SCOPE

Introduction:

The School Board of Levy County, Florida, desires to contract with a qualified firm to design and build a New Middle/High School in Chiefland Florida.

In awarding a Contract for this project, the School of Levy County, Florida (SBLC) will follow the guidelines for design build contracts as outlined in Florida Statutes, Chapter 287.055, Consultants Competitive Negotiations Act, (CCNA) and the State Requirements for Educational Facilities 1064 (SREF), whereby the SBLC will contract with a single entity to provide the design and construction services necessary to construct the facility.

Proposers are to submit one (1) sealed envelope containing two (2) sealed envelopes marked A and B, see Proposal Submission Section for specific title. Sealed envelope A must contain the responses as outlined in Section II, Proposal Format. Sealed envelope B must contain the responses for revenue proposed as outlined in Section II, Proposal Format.

Upon review of the proposals by the evaluation committee, oral presentations may be required. After ranking the evaluation committee will select a short list no less than the three (3) top ranked firms

Overview:

The School Board of Levy County, Florida is located in Levy County Florida.

The new School will be built on the site of the current facility. The objective of this Request For Proposals (RFP) is to accept proposals from qualified providers to design, engineer, procure, construct, deliver, erect, commission, start up, and test the complete Project consisting of all necessary labor, materials, machinery, supplies, furnishings, facilities, tools, services, equipment, and necessary to produce a CNG station.

It is anticipated that one (1) firm will be awarded the design build contract to provide the necessary services within a period of twelve (12) months.

Contingency:

This contract award will be contingent on Special Facilities Funding being awarded to the School Board of Levy County by the Department of Education.

Design Criteria:

The awarded firm will be responsible for:

1. Design, engineering, procure, construct, deliver, erect, commission, start up, test the complete Project consisting of all necessary labor, materials, machinery, supplies, furnishings, facilities, tools, services, equipment, and structures. fueling facility.
2. Proposers must submit drawings, sketches or other representation of designs and appearance.
3. The project will consist of demolition and disposal of current buildings approved for removal, provision of relocatable classrooms necessary to house all displaced students, and construction of replacement facilities.
4. Facilities located on the construction site will be student occupied during construction and will require compliance with the Jessica Lunsford Act.

Scope of Work

The Proposers shall be governed by and will incur costs associated with meeting all applicable codes by state and Federal Governments, by all environmental laws, and by all applicable industry standards, which may apply to the facility including costs associated with securing and meeting the terms of all necessary permits.

1. Construction of the facility must be completed and operable within the time limits described in the GMP Contract from the date of Notice to Proceed.
2. The Proposers will provide the terms of a maintenance contract after the warranty period and should provide a list of recommended spare parts and their cost that should be kept on site.
3. Insurance requirements will be in accordance with the LCSB standard Construction Management Contract. A sample will be furnished upon request.
4. Proposers must furnish references and experience of completion of sample size and complexity of the Proposed Construction. It is estimated that the construction budget will be in excess of \$30,000,000.00.
5. All firms that are submitting a response to this RFP, either through a Joint Venture, a Joint Collaborative Proposal, others, etc., must submit a single response. The SBLC will only enter into an Agreement with one (1) firm. All forms must be completed by all firms named under the submission, see Exhibit II.

The SBLC will conduct reference checks as a component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email; therefore, please make sure that the references your firm provides are aware that they will be receiving a reference form from The School Board of Levy County, Florida to be completed by a deadline date.

Each firm responding to this RFP must provide one (1) verifiable reference with knowledge of your firm's contract performance with local government entities or private sector entities.

Each firm must provide the following information for the reference provided and ensure that the contact information provided is up to date and accessible.

- Name of firm company for which work was provided.
- Name of Reference (Project Manager) charged with managing said project. Reference shall be employees in senior level management positions.

- Type of services provided. Year services started and was completed.
- Dollar amount of contract.
- Phone # for Reference (Project Manager). Updated email address for Project Manager.

The reference provided will be sent, via email, a Reference Form to complete. Please make sure that the reference your firm provides is aware they will be receiving a Reference Form from The School Board of Levy County, Florida to complete by a deadline date.

Oral interviews may be scheduled with the firm(s) as requested by the Evaluation Committee. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

SBLC reserves the right, where it may serve The School Board of Levy County, Florida's best interest, to request additional information or clarification from Proposers.

Notwithstanding anything to the contrary contained herein, The School Board of Levy County, Florida reserves the right to waive formalities in any proposal and further reserves the right to take any other action that may be necessary in the best interest of the SBLC. The SBLC further reserves the right to reject any or all proposals, with or without cause, to waive technical errors and informalities or to accept the proposal which in its judgment, best serves The School Board of Levy County, Florida.

The SBLC will evaluate proposals and may conduct discussions with, and may require presentations by firms.

Oral presentations may be required from the responsive proposers by the Evaluation Committee to provide an oral presentation in support of what has been provided in the proposals by each firm or to exhibit or otherwise demonstrate the information contained therein for clarification purposes. No new information or material not already provided in the firm's proposal is to be presented during oral presentations.

Conflict of interest: If you are an employee, board member, elected official(s) or an immediate family member of any such person, please indicate the relationship in the form provided below. Pursuant to The School Board of Levy County, Florida Standards of ethics or any potential conflict of interest must be disclosed, and if requested, obtain a conflict of interest opinion or waiver from the SBLC prior to entering into a contract with The School Board of Levy County, Florida.

LEAVE FORM BLANK IF IT DOES NOT APPLY

Name of firm: _____

School Board of Levy County employee name in regards to relation: _____

Relationship to current employee: _____

SEALED ENVELOPE LABELED – (ENVELOPE A) – Should include #1-9, including references:

This envelope is to include five (5) thumb drives that contain the information requested below, items 1-13 below. Firms are to submit this information/responses only on five (5) thumb drives that are searchable in adobe format. No hardcopy (paper) submittals nor CDs will be accepted. In order to ascertain that the proposal information provided on the thumb drive contains data that allows the reviewer to perform an "edit" "find" search your firm must test each thumb drive before it is submitted. Firms must make sure that the thumb drives are tested before submission. Do not place a password on the thumb drives.

Upon review of the proposals by the evaluation committee, oral presentations may be required. After ranking, the evaluation committee will select a short list no less than the three (3) top ranked firms.

The outline for items # 1 through # 13 below must be followed.

The purpose of your firm's response is to demonstrate the qualifications, competence, and capacity of the firms seeking to undertake the work for the SBLC in conformity with the requirements of the specifications in the RFP. As such, the substance of the proposals will carry more weight than their form or manner of presentation.

The proposal should address all points outlined in the specifications of this RFP. The proposal should be prepared simply and economically, providing straightforward, concise description of the proposer's capability to satisfy the requirements of the RFP.

While additional data may be presented, the information requested in items 1 through 13, must be included. Items 1-13 represent the criteria against which proposals will be evaluated.

1. Title Page

Provide the RFP # and title, the firm's name; the name, address, telephone number and email of the contact person; and the date of the proposal.

2. Table of Contents

Include clear identification of the material by section and by page number.

3. Transmittal Letter

A letter of transmittal, signed by an authorized officer of your company, briefly stating the proposer's understanding of the work to be done, the commitment to perform the work within the time period, a statement why the firm believes to be best qualified to perform the work and a statement that the proposal is a firm and irrevocable offer until such time as SBLC awards a contract as a result of this RFP.

Provide the names of the person who will be authorized to make representation for the Proposer, their titles, addresses and telephone numbers.

4. Professional Licenses and Certifications

An affirmative statement and submission of evidence must be included with the firm's response indicating that firm and all assigned key professional staff possess all licenses and certifications required to undertake and complete the project.

5. Firm's Qualifications and Experience

An explanation of why the Proposer is the best qualified to perform the services as outlined in the RFP.

Proposers must demonstrate in house competencies and experience with services that include, but are not limited to, describing other projects of similar size and scope, describe the experience, demonstrate qualifications and other vital information, including relevant experience on similar projects. Firm must have completed at least one (1) design build project in similar size and nature within the past five (5) years. Firm must provide evidence of these requirements. Construction Management Contracts may be substituted for Design Build Contract if firm has not constructed a Design Build project in the past five (5) years.

The Design Build Team proposing and assigned to the Project must have worked together and completed at least one (1) project as a team. Firm must provide evidence with the response.

List and describe all legal claims against any person or firm that is a member of the team alleging error and/or omissions, or any breach in professional ethics, including those settled out of court, during the past five (5) years. If not applicable, please so state.

6. Project Team's Experience and Qualifications

Provide a list of the personnel to be used on this project and their qualifications. A resume of key management personnel, including education, experience, and any other pertinent information shall be included for each member to be assigned to this project.

7. Project Manager's Experience

Provide the name(s) of the person, within your organization, who will be assigned to the SBLC for projects as the principal point of contact and having authorization to make representations and agreements on behalf of the firm.

The Project Manager assigned to this Project must have a minimum of three (3) year's with similar projects. Firms must provide evidence with the response.

Describe the responsibilities of the management that will perform the work.

List the name, title or position, and duties of management or senior position that will be assigned to Projects. For each individual, include qualifications and experience that demonstrates the person's knowledge and understanding of the type of services to be performed.

8. Approach to the Project

Please describe the project plan for the proposed initiative. Identify by name the firm(s) and staff members responsible for this Project, briefly describing their experience and qualifications, as well as their roles and responsibilities.

9 Past Performance (References)

The SBLC will conduct reference checks as component of due diligence to determine the capability of firms to be able to perform the requirements of the project. The reference questions will be sent via email; therefore, please make sure that the references your firm provides are aware that they will be receiving a Reference Form from The School Board of Levy County, Florida to be completed by a deadline date.

Each firm responding to this RFP must provide one (1) verifiable reference with knowledge of your firm's contract performance with local government entities or private sector entities.

Each firm must provide the following information for the references provided and ensure that the contact information provided is up to date and accessible.

- a) Name of firm company for which work was provided.
- b) Name of Reference (Project Manager) charged with managing said project. References shall be employees in senior level management positions.
- c) Type of project. Year project started and was completed.
- d) Dollar amount of contract.
- e) Phone # for Reference (Project Manager). Updated email address for Project Manager.

The reference provided will be sent, via email, a Reference Form to complete. Please make sure that the reference your firm provides are aware they will be receiving a reference form from The School Board of Levy County, Florida to complete by a deadline date.

SEALED ENVELOPE LABELED – (ENVELOPE B) – Should include the #10 only:

10. Financial Resources

Submit audited financial statements for the past two (2) years, including an income statement, a profit and loss statement, a balance sheet and a cash flow statement. In lieu of audited financial statements, proposers may submit other evidence, acceptable to the SBLC, of financial responsibility. Such evidence may include, but is not limited to letter(s) of credit with a financial institution indicating the proposer's line of credit and the level of financing the institution will offer the proposer for capital procurement, and certified copy(ies) of federal income tax return(s) or acceptable equivalents.

Criteria. Proposal packages will be evaluated as stated below.

The recommendation(s) for award shall be made to the SBLC, by the Superintendent of designee, to the responsible Proposer(s) whose proposal is determined to be the most advantageous to SBLC.

Upon review of the proposals by the evaluation committee (envelope A), oral presentations may be required. After ranking the evaluation committee will select and short list no less than the tree (3) top ranked firms.

The criteria stated above will be utilized to rank proposer(s).

Oral interviews may be scheduled with the firms. The oral presentations are exempted from the public meeting requirements of s. 286.011 F.S., however will be recorded for public record purposes in accordance with sec. 119.07(1) F.S. as amended.

<u>NUMBER</u>	<u>CRITERIA LISTED</u>	<u>POTENTIAL POINTS</u>
1.	Firm's Qualifications and Experience	20
2.	Project Team's Experience and Qualifications	15
3.	Project Manager's Experience	10
4.	Past Performance (References)	10
5.	Approach to the Project	25
6.	Financial Resources	20
	TOTAL POINTS	100

SUBMITTAL DUE DATE:

Responses are due: No later than 11:00 AM, December 4, 2017

PERFORMANCE AND LABOR MATERIALS PAYMENT BOND:

A Performance and Labor Materials Payment Bond in an amount equal to one Hundred (100%) percent of total Contract amount awarded must be submitted by the Awarded Contractor within fifteen (15) days after receipt of Notification of approval of the GMP. Payment Bond must be provided in an amount equal to 100% of the Contract price issued by a surety company licensed to do business in the State of Florida. (F.S. 255.05). On approval of any Contract change increasing the Contract price, Contractor shall ensure that the performance bond and payment bond are increased so that each reflects the total Contract price as increased.

REQUEST FOR PROPOSAL (RFP) TENTATIVE SCHEDULE

THE DATES SHOWN BELOW ARE TENTATIVE AND ARE NOT BINDING AND MAY BE SUBJECT TO CHANGE.

ADVERTISING DATE: November 2, 2017 to December 1, 2017

RFP DOCUMENT RELEASED: November 2, 2017

NON MANDATORY MEETING: November 20, 2017 @ 10:00 a.m., at Current CHS Office

QUESTIONS: ALL QUESTIONS MUST BE EMAILED BY NO LATER THAN: November 30, 2017, 4:00 p.m.

RFP DEADLINE FOR RECEIPT OF PROPOSALS: December 4th, 2017 @ 11:00 a.m.

EVALUATION OF PROPOSAL/SELECTION OF FIRMS: December 12, 2017: 8:00 a.m. – 4:00 p.m.

ORAL INTERVIEWS- (IF REQUIRED) January 23, 2018 Board Meeting @ 9:00 a.m.

CONTRACT AWARD BY SBLC - ESTIMATED: TO BE DETERMINED

PROJECT START DATE - ESTIMATED: TO BE DETERMINED

QUESTIONS REGARDING RFP:

For information pertaining to this Request for Proposals (RFP), contact **John Lott, Assistant Superintendent**. Such contact shall be for clarification purposes only. Changes, if any, to the scope of the services or proposal procedures will be transmitted only by written addendum.

INSURANCE REQUIREMENTS

The awarded firm(s) will be required to obtain and maintain the following insurance requirements for the life of the contract. The Certificate of Insurance will be required to be provided within the time specified in the notification provided by the Procurement Department after award of contract by the Commission.

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as SBLC's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations *assumed* by Contractor under any resulting contract.

Commercial General Liability: Contractor agrees to maintain Commercial General Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability: Contractor agrees to maintain Business Automobile Liability at a limit of liability not less than **\$1,000,000** Each Occurrence. Coverage shall include liability for Owned, Non Owned & Hired automobiles. In the event Contractor does not own automobiles, Contractor agrees to maintain coverage for Hired & Non Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability: Contractor agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Builder's Risk Insurance: Contractor is required to maintain Builder's Risk Insurance not less than the replacement cost for the construction of the work. Coverage shall be "All Risk" coverage for one hundred (100%) of the completed value. Builder's Risk:

Builder's Risk insurance for the construction of and/or addition to the above ground buildings or is required. The coverage shall be "All Risk" coverage for 100 percent of the completed value, covering The SBLC as a named insured with a deductible of not more than Five Thousand Dollars (**\$5,000**) for each claim.

1. Waiver of Occupancy Clause or Warranty:

The policy must be specifically endorsed to eliminate any "Occupancy Clause" or similar warranty or representation that the building(s), addition(s), or structure(s) in the course of construction shall not be occupied without specific endorsement of the policy. The Policy must endorsed to provide that the Builder's Risk coverage will continue to apply until final acceptance of the building(s), addition(s), addition(s) or structure(s) by the SBLC:

Additional Insured: Contractor agrees to endorse SBLC as an Additional Insured with a CG 2026 07 04 Additional Insured - Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured Owners, Lessees, or Contractors - Scheduled Person or Organization or CG 2010 07 04 Additional Insured Owners, Lessees, or Contractors - Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured Owners, Lessees Contractors Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "School Board of Levy County, Florida."

Waiver of Subrogation: Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into an pre loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre loss basis.

Certificate(s) of Insurance: Contractor agrees to provide SBLC a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or nonrenewal of coverage. The Certificate Holder address shall read:

School Board of Levy County, Florida _____

Umbrella or Excess Liability: Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. Contractor agrees to endorse SBLC as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow Form" basis.

Right to Revise or Reject: SBLC reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, SBLC reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

PROFESSIONAL SERVICES AGREEMENT INSURANCE REQUIREMENTS:

Contractor agrees to maintain, on a primary basis and at its sole expense, at all times during the life of any resulting contract the following insurance coverages, limits, including endorsements described herein. The requirements contained herein, as well as SBLC's review or acceptance of insurance maintained by Contractor is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Contractor under any resulting contract.

Professional Liability: Respondent agrees to maintain Professional (Errors & Omissions) Liability at a limit of liability not less than **\$1,000,000** Per Claim, **\$1,000,000** Annual Aggregate, or a **\$1,000,000** Combined Single Limit. When a self insured retention (SIR) or deductible exceeds **\$25,000**, the SBLC reserves the right, but not the obligation, to review and request a copy of the Respondent's most recent annual report or audited financial statement. For policies written on a "Claims Made" basis, Respondent agrees to maintain a Retroactive Date prior to or equal to the effective date of any resulting contract. In the event the policy is cancelled, non renewed, switched to an Occurrence Form, retroactive date advanced, or any other event triggering the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of any resulting contract, Respondent agrees to purchase a SERP with a minimum reporting period not less than **two (2)** years. The requirement to purchase a SERP shall not relieve Respondent of the obligation to provide replacement coverage.

Waiver of Subrogation: Contractor agrees by entering into this contract to a Waiver of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Contractor to enter into a pre loss agreement to waive subrogation without an endorsement, then Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Contractor enter into such an agreement on a pre loss basis.

Certificate(s) of Insurance: Contractor agrees to provide SBLC a Certificate(s) of Insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum of thirty (30) day endeavor to notify due to cancellation or nonrenewal of coverage. The Certificate Holder address shall read:

School Board of Levy County, Florida. _____

Right to Revise or Reject: SBLC reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, SBLC reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operate legally.