

**REQUEST FOR PROPOSAL FOR
CHARTER SCHOOL DEVELOPMENT
MANAGEMENT SERVICES INCLUDING
SITE SELECTION, FINANCING, BUILDING
ACQUISITION & LEASEHOLD
IMPROVEMENTS**

Seaside School Consortium Inc.
2865 Mayport Road
Jacksonville, FL 32233

RFP: 2021-1

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EXECUTIVE SUMMARY

Notice is hereby given that SEASIDE SCHOOL CONSORTIUM, INC., a 501(c)3 tax exempt Florida public charter school network (“Seaside”), is requesting proposals from qualified firms for the provision of **Charter School Development Management Services**; (referred to as “Vendor” hereafter) related to the expansion or possible relocation of Seaside’s San Jose campus in Jacksonville, Florida.

The purpose for the RFP is to allow Seaside administrators and Governing Board members to engage a qualified Vendor that best meets Seaside’s needs.

Proposals are to be addressed and delivered to the Seaside Governing Board in accordance with the Instructions to Vendors and all other requirements as put forth in this document. No other public disclosure will be made until after award of contract. Once received, RFPs will undergo evaluation, with a final determination made by the Seaside Board. To be considered, interested firms must demonstrate ability to carry out the scope of services, meet all eligibility requirements and comply with instructions. Incomplete or late proposals will not be considered.

No offer of intent to enter into a contract with any party for services should be construed from this RFP.

Seaside reserves the right, in its sole discretion, to approve or reject any proposal, or part of any proposal, or all proposals, in accordance with what it deems to be in in Seaside's best interests, as well as to comply with applicable law.

Proposals must be submitted to the Superintendent (at the following physical address, not via email or fax) no later than 4:00 p.m. Eastern Time on Friday, April 9, 2021.

Richard Pinchot, Superintendent
Seaside School Consortium, Inc.
2865 Mayport Road
Jacksonville, Florida 32233 Email:
rpinchot@seasidecharter.org

RFP Schedule:

RFP Posted on Seaside website: March 22, 2021
Question/Answer Period: 3/22/2021 –
04/8/2021
Proposal due date: Friday, 04/09/2021
4:00 p.m.

More information about Seaside and its campuses is available on its website:
<https://www.seasidecharter.org/>

CONTRACT PROVISIONS

Below are some of the provisions which will be included in any Vendor contract.

INSURANCE: The Vendor must supply evidence of reasonable and sufficient insurance (in amount of coverage, size of deductible, and strength of insurer) covering Vendor team, as applicable: comprehensive general liability (for loss to persons and property) in an amount of at least \$1,000,000 per event and \$2,000,000 aggregate; professional liability insurance (errors and omissions); workers compensation covering its staff; cyber risk insurance in an amount of at least \$1,000,000, and such other insurance (e.g., malpractice coverage) as may be reasonable and customary for the Vendor's industry. Seaside must also be listed as the named insured on the certificate of insurance (COI), together with the effective date.

LICENSING: The Vendor must supply evidence of all licenses, permits, and certificates required by or possessed under applicable law for it to provide the goods and/or services and conduct business as currently conducted and to be conducted during the term of the contract. If the Vendor is not a Florida entity, it must show evidence that it is qualified to do business in Florida.

APPLICABLE LAW, JURISDICTION AND VENUE: The contract with any vendor will be construed and interpreted according to the laws of the State of Florida. The venue of any action brought hereunder will be Duval County, Florida.

ASSIGNMENT: The Vendor shall neither assign, transfer nor delegate any rights, obligations or duties under the contract without the prior written consent of Seaside.

COMPLIANCE WITH APPLICABLE LAWS: Vendor shall comply with all applicable statutes, laws, ordinances, codes, order rules, regulations, proclamations, and other governmental requirements, all the aforementioned provisions are incorporated by reference.

EQUAL OPPORTUNITY EMPLOYER AND NON-DISCRIMINATION. Vendors to whom a contract is awarded shall not discriminate on the basis of age, race, color, national origin, gender, creed, or disability.

RESERVATION OF RIGHTS: Notwithstanding any other provisions of this RFP (including all attached documents), Seaside expressly reserves the right to: waive any insignificant or immaterial defect, irregularity, or informality in any proposal procedure; reject any or all proposals; accept proposals from more than one bidder; accept one or more proposals with respect to separate calendar years (or parts thereof); reissue a Request for Proposal; negotiate or renegotiate any terms set forth in the RFP or the Vendor's response, while staying within the material boundaries and specifications of this RFP; amend this RFP prior to the Deadline Date/Time to remedy any errors; seek the assistance of outside experts to review submitted bids; and/or take any other action permitted under applicable law.

TERMINATION: In any Contract, Seaside will reserve the right to terminate, without cause and for any reason, such Contract(s) upon thirty (30) calendar days' prior written notice, or

immediately (at any time) if for cause.

INDEMNIFICATION: In the Contract, Vendor agrees to and shall indemnify, defend and hold harmless Seaside, its board members, officers, agents and employees, from and against any and all loss, cost, damage, expense, liability, and claims, including attorney's fees and costs, of any kind, for any acts or omission of Vendor, its officers, agents or employees, in performance of the Contract.

WAIVER: No claim or right arising out of a breach of the Contract can be discharged in whole or in part by 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.

PUBLIC RECORDS. Vendor will comply with the requirements of Chapter 119, Florida Statutes, to the extent that Vendor creates or is in the possession of public records that would otherwise be maintained by Seaside. This includes the duty to keep and maintain such public records, and, upon request, to allow such public records to be inspected or copied by members of the public within a reasonable time at a cost that is in compliance with Chapter 119, Florida Statutes. Vendor must also ensure that all confidential and exempt records are not disclosed except as authorized by law. Upon the termination of the Contract, Vendor will transfer all such public records in its possession to Seaside or keep and maintain the records in accordance with the Public Records Act.

IF VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, OR VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTRACT SEASIDE'S RECORDS CUSTODIAN AT: Richard Pinchot, Superintendent, Seaside School Consortium, Inc., 2865 Mayport Road, Jacksonville, FL 332233, Email: rpinchot@seasidecharter.org.

SCOPE OF WORK FOR DEVELOPMENT MANAGEMENT TEAM

I. Scope of Services (description of expected service):

The Board of Directors of Seaside is soliciting proposals from firms to provide charter school development management services relating to its existing campus currently located on San Jose Boulevard in Jacksonville, Florida. The Board is considering two options (1) amending its lease to renovate and expand the existing campus; or (2) purchase property near the existing campus and construct a new facility (the “Project”).

Seaside is looking for an experienced and professional team, with highly developed procedures, practices, and methodologies that can support Seaside’s needs for the Project. The Vendor will work closely and collaboratively with Seaside to provide development management services. It is Seaside’s expectation that the selected firm will collaborate, communicate and integrate seamlessly with Seaside staff, including the Superintendent and school staff, as well as any municipal financial advisor selected by the Board, to provide the following services:

A. Pre-Development and Design Phase

1. Real estate consulting and due diligence necessary to select which Project option to pursue, including zoning/entitlements, as well as site investigations such as survey, subsurface utility investigations, geotechnical investigations, and environmental engineering, as necessary, to verify existing conditions;
2. Negotiations with the Seller of land, or current landlord for leasehold extension and financing options, including purchase sale contract negotiations and extensions;
3. Review of design options with Seaside Board and staff and facilitate finalizing design plans. Design options must consider and include technical specifications required for Seaside’s programs and charter school operations.
4. Assist Seaside in negotiating most advantageous design-build or construction contracts and other consultant contracts.
5. Engage with design-builder/contractor and other consultants to:
 - a. Evaluate proposed site use, material selection, building systems and equipment and provide recommendations on constructability, time, labor and scheduling factors related to project cost.
 - b. Create site development and design criteria including site access, easements, circulation and vehicular access, parking spot allocations appropriate in number to office and classroom space, established school zone street signs and warning lights, setback requirements, area of safe refuge, general landscape concept, tree protection measures, lighting areas, utility routing and connections and storm water measure locations.
 - c. Prepare site, architectural, structural, mechanical, plumbing and electrical schematic design plans based on design criteria document and prototype information for Seaside consideration.
 - d. Development and review of building Design information including: reconfirming building prototype program and design intent, space requirements and planning criteria, preliminary selection of building systems and materials, utility load review, code compliance,

- e. Development of security plan, building system integration with storm water plans and outline specification to integrate systems, products and procedures for architectural, civil and landscape.
 - f. Site Design Development: demolition and clearing plans, grading and drainage plans, sedimentation and erosion control plans, layout and staking plans, elevations and sections, construction details, lighting and signage, planting plans and details.
 - g. Building Design Development: review and confirm building plan configuration and elevation elements including exterior building skin materials and colors, foundation, roof and structural systems, building fenestration and openings, overall dimensions, materials testing requirements, review MEP design including systems, equipment and calculations, prepare energy and performance modeling, review and coordinate systems integration to include all utilities and controls
6. Obtain preliminary and final approval and building permitting/inspections from relevant authorities. Submit list of required permits to Seaside. (this service will extend through Construction)
 7. Attend regulatory, inspection and permitting meetings as necessary for all approvals. Provide responses and modifications to regulatory comments, after review by Seaside staff. (this service will extend through Construction)
 8. Project cost estimating and project value engineering (this service will extend through Construction)
 9. Attend meetings with Seaside, as necessary, to coordinate and resolve value engineering, constructability, construction phasing and scheduling issues (this service will extend through Construction)

B. Construction

1. Provide schedule of construction work, development, verification and monitoring.
2. Securing work area and providing for continued access to facility if expanding existing site.
3. Providing general administration of the contracts entered into by Seaside in connection with the development of the Project and coordinating the services of the engineers, design-build team, contractors, and other persons who are a party to such contracts. Specifically, during the design, development and construction period, Vendor shall act as Owner Representative and:
 - a. Review bidding/construction/contract documents
 - b. Process and review all requests for payment by Consultants and others and prepare and submit all draw requests to the Seaside's Lender on forms approved by the Lender and signed by Seaside.
 - c. Consult with the Owner if the design-builder requests interpretations of the meaning and intent of the plans and assist in the resolution of questions that may arise.
 - d. Oversee site mobilization by project manager
 - e. Review shop drawings and other contractor submittals to confirm compliance with design intent

- f. Review and advise on all change order requests
 - g. Routinely visit construction site to confirm that the work is progressing according to the contract documents, including formal inspections prior to covering walls and ceiling and at the time of substantial completion. These construction site visits to also include quality assurance and control reviews and commissioning to insure Seaside receives what is being procured under the terms of the project contract.
4. Vendor shall participate in weekly telephone or in-person conferences with Seaside Superintendent and other Project team members to update them on the status of the Project, including any change orders and delays.
 5. Vendor shall prepare weekly and monthly Project status reports, including budget and schedule summaries and details.
 6. Assist in Project closeout and establishment and transfer, as necessary, of warranties and guaranties.
 7. Develop and implement Seaside's activation and move-in activities.
 8. Other professional services as may be necessary to address specific Project needs.

PROPOSAL FORMAT AND SUBMISSION GUIDELINES

Review of RFP submissions will include the extent and quality of services offered. The proposal for services should be clear and concise. Full disclosure and breakdown of all fees are required. It is important to show what services are offered as inclusive, and what services are provided at additional fees considered (non- inclusive). All submittals are to follow the format described in this section. Respondents are encouraged to submit clear, concise responses to this RFP.

I. PROPOSAL FORMAT

To facilitate a timely and comprehensive evaluation of all submitted materials, vendors must submit RFP response using the provided format. Vendor response must be prepared simply and cautiously in strict accordance with the format and instructional requirements of this RFP. The response must be complete, and where information is omitted, Seaside reserves the right to treat that response as non-responsive.

- A. **Letter of Transmittal:** Include in the transmittal letter a statement of your ability and agreement to provide all services necessary on a timely basis in order to accomplish the services identified under the Scope of Work and to meet the minimum contract terms outlined in this RFP.

B. Proposal Response

1. **Cover Page:** Appropriate name of RFP, RFP number and Company name. Include any subconsultants or firms.
2. **Executive Summary**
3. **Company Background:**
 - a. Response should include a concise description of the company's background with a clear delineation of the company's capabilities to satisfy the scope of work put forth in this RFP.
 - b. Response should include whether or not any citation has been issued to or against your firm, a firm included in your team, or a firm hired by you in connection with any other project during the last five (5) years for workplace safety law violations or violation of codes or ordinances relating to development of a project. If yes, please provide detailed information for each such occurrence regarding: 1) the nature of the violation for which the firm was cited; 2) a summary of the position taken on the matter; and 3) a description of the official resolution or disposition of the asserted violation.
 - c. Brief description of at least three (3) projects similar in size and complexity to the project described in this RFP that are either currently being performed or have been completed by your firm in its overall capacity as a charter school developer within the last five (5) years. Two of the projects must have been completed in Florida, preferably in Duval County. Description of the projects should include:
 - i. Scope of Project
 - ii. Gross square footage of renovation with brief description
 - iii. General renovation elements with descriptions, pictures, and/or floor plan
 - iv. School name, address and current phone number

- v. Approximate start and substantial completion dates
 - vi. Any details on the entitlement process or if the project was “by right” and how long the process took
 - vii. Construction budget
 - viii. Deal Structure, including ownership/lease of facility, general construction contract or design-build contract
 - ix. Role of your firm in negotiating site acquisition, lease negotiations (if applicable), financing and construction for the Project.
4. **Course of Action & Proposed Solutions:** Response should address each item identified in the “Scope of Work” and include pricing for the development management services
 5. **Proposed Implementation Timeline:** Provide a project timeline for Seaside from Vendor selection to school opening.
 6. **Client references.** Must include client name and address, services provided, and contact person (name, phone, and email). References must be from current or former clients (within the past five (5) years), for which Vendor provided services related to educational facilities of a similar type, size and complexity to that of this project and property, two (2) of which were completed in Florida, preferably Duval County. Seaside reserves the right to review Better Business Bureau ratings, request credit reference checks, and contact the references provided by Vendor.
 7. **Design-Build Team Recommendations:** Provide recommendation of design-build or general contractor/architect teams for the Project. Include response to Items 3, 4, 6, and 8, for design-build and general contractor teams. Specific emphasis should be given to experience working on an active school campus for expansion projects.
 8. **Conflicts of Interest/Insider Relationships:** The Vendor shall provide a list of any family, business, or other relationships which it has with Seaside’s former or current board members, officers, employees, students/parents, or family members of the same.

II. SUBMISSION GUIDELINES

- A. Sealed proposals must arrive no later than 4:00 p.m. EST on April 09, 2021 and shall be addressed and delivered to:
 - Richard Pinchot, Superintendent
 - Seaside School Consortium Inc.
 - 2865 Mayport Road
 - Jacksonville, FL 32233
 - Email: rpinchot@seasidecharter.org

The Superintendent’s email address is listed above, but proposals sent by e-mail (or fax) will be rejected. Late proposals (submitted after the Deadline Time/Date) will not be considered.

under any circumstances.

- B. Proposals must be dated and signed by a duly authorized partner or corporate officer, with that person's name and title clearly identified.
- C. Final Packets will be enclosed in a sealed envelope with Vendor name and contact information stamped on the front. Lack of proper format or lack of full disclosure may disqualify a Vendor from having their proposal reviewed or considered. All supplemental information required by the proposal documents must be included with the response. Failure to provide complete and accurate information may disqualify Vendor from consideration.
- D. Please include one original hard copy and one electronic copy of the proposal in the Final Packet.
- E. Seaside shall not be liable for any costs incurred by the vendor in the preparation and production of the proposal or for any work performed prior to the execution of a contract. Vendor may be asked to make presentations to Seaside. Seaside shall not be under any obligation to bear any part of the expenses incurred by the Vendor for such presentation.
- F. All changes in the RFP documents shall be through written addendum and posted in the same manner as this RFP. Verbal information obtained otherwise will not be considered in awarding of the contract.
- G. All information contained in this RFP and acceptable provisions of the Vendor's response will be attached to and made part of the executed contract.
- H. It is the responsibility of all Vendors to examine the entire proposal package, seek clarification of any item or requirement that may not be clear to them, and check all information for accuracy before submitting a response. Vendors who have questions concerning the specifications or scope of work OR submission of proposals or the RFP process must contact by email:

Richard Pinchot, Superintendent
Seaside School Consortium Inc.
2865 Mayport Road
Jacksonville, FL 32233
Email: rpinchot@seasidecharter.org

PROPOSAL EVALUATION CRITERIA AND AWARD

The primary award criterion will be the most advantageous proposal in Seaside's absolute and sole discretion that includes the requested services. The award may be made on the basis of factors other than the lowest fee proposal. The factors which Seaside may (but is not obligated to consider) include without limitation, in no particular order, and with no particular weighting:

1. Proposed Development Fee and Other Professional Fees and Costs
2. Specific knowledge and solutions proposed for Seaside's San Jose campus expansion/relocation
3. Relevant charter school development experience involving projects of similar scope and size, particularly for projects located:
 - in Duval County, Florida
 - in Florida
 - involving properties in which charter schools are or will be co-located on current or former religious properties
4. Understanding of Waldorf educational philosophy and Seaside's design priorities
5. Previous experience/past performance with Seaside
6. Charter school financing experience including facility ownership and turnkey development services
7. Experience managing charter school design and construction processes, including management of competitive pricing for best interest of charter school client(s)
8. Litigation or complaint history
9. Proposed design-build or general contractor/architect team

The proposals will be reviewed by a selection committee or by the Seaside Board. The committee or Board may request additional information from Vendor or request personal interviews.

Seaside is an equal opportunity employer. Vendors to whom a contract is awarded shall not discriminate on the basis of age, race, color, national origin, gender, creed, or disability.

Seaside reserves the right to:

- Reject any and all proposals received as a result of this RFP.
- Waive or decline to waive any irregularities in any proposal or responses received.
- Adopt all or any part of the vendor's proposal.
- Negotiate changes in the scope of work or services to be provided.
- Withhold the award of contract.
- Select the vendor it deems to be most qualified to fulfill the needs of Seaside. The vendor with the lowest cost proposal will not necessarily be the one most qualified, since a number of factors other than price are important in the determination of the most acceptable proposal.

OFFER/ACCEPTANCE/CONTRACT: Seaside anticipates evaluating and selecting the most qualified Vendor in Seaside's absolute and sole discretion. If Seaside and the selected Vendor are unable to enter into an agreement within a reasonable period of time, then Seaside may terminate the award to that Vendor and begin negotiations with its second choice.