

**Request for Statement of Qualifications
Construction Manager at Risk
For Repair of School Facilities Damaged By Hurricane Michael**

Bay Haven Charter Academy, Inc. is requesting Statements of Qualifications (SOQ) from qualified firms to provide services as Construction Manager at Risk (CM@Risk) for removing and replacing of standing seam metal and single ply roofing systems, removing and replacing fiber cement siding, interior work, covered walkways, covered canvas eating and play area, PE pavilion, signage, repairs to the outdoor classroom, repairs to athletic facilities and landscaping at two (2) school facilities; Bay Haven Charter School at 2501 Hawks Landing Boulevard, Panama City, Florida, 32405 and North Bay Haven, One Buccaneer Drive, Panama City, Florida, 32404. The selected firm will be part of a team consisting of Bay Haven staff, the Architect/Engineer, and other consultants as required. Generally, it will be the responsibility of the CM@Risk to integrate the design and construction phases, utilizing skill and knowledge of general contracting to develop schedules; prepare project construction estimates; and in any other way deemed necessary, contribute to the development of the project. During the construction phase, the CM@Risk will be responsible for construction of the project under the Guaranteed Maximum Price inclusive of all construction services therein. JRA Architects has been selected as the AE firm. Please review all documents pertaining to this request before submitting requested information. The SOQ documents may be obtained free of charge at Bay Haven Charter Academy, Inc., 2501 Hawks Landing Boulevard, Panama City, Florida, 32405, by contacting Laura Swindler, CFO, or they may be downloaded from Bay Haven's website at www.bayhaven.org. Point of contact is Ms. Laura Swindler, CFO, (850) 248-3500, email swindlt@bayhaven.org.

Proposals will be evaluated using the evaluation criteria included in the Request for Qualifications. Bay Haven Charter Academy, Inc. reserves the right to reject any or all Statements of Qualifications in whole or in part, to waive informalities in the process, to obtain new submittals, or to postpone the opening pursuant to Bay Haven purchasing policies. Bay Haven Charter Academy, Inc. is an Equal Opportunity Employer.

I. General Conditions

- A. Bay Haven Charter Academy, Inc., hereinafter referred to as Bay Haven or Owner, under the provisions of Florida Statutes, seeks Statements of Qualifications (SOQ) from qualified firms to provide Construction Manager at Risk.
- B. SOQs must be received by Bay Haven at 2501 Hawks Landing Boulevard, Panama City, Florida, 32405, Attention: Laura Swindler, CFO no later than 12:00 p.m., CST, on Tuesday, April 30, 2019. SOQs may be submitted in person, via U. S. mail or courier service. Sealed packages must be plainly marked, "Request for RFQ Construction Manager Hurricane Michael" along with the firm's name and address. Any proposals received after the stated time will be refused. It is the sole responsibility of the respondent to ensure the proposal is received on time. Submittals received after this time will be automatically rejected and returned unopened.
- C.
- D. Submit one (1) clearly marked, manually signed original proposal, four (4) complete copies, and one (1) electronic copy (CD or flash drive: PDF format).
- E. Bay Haven reserves the right to reject any one or all statements, or any part of any statement, to waive any informality in any statement and to award a contract deemed to be in the best interest of Bay Haven.
- F. Due to the emergency, a mandatory Pre-Proposal meeting will not be held.
- G. Direct, in writing, all inquiries regarding the meaning or interpretation of this request to Laura Swindler, CFO, at swindlt@bayhaven.org The deadline to submit questions is Wednesday, April 24, 2019, at 12:00 p.m., CST. All written inquiries and responses will be submitted as addenda and posted on Bay Haven's website. It is the sole responsibility of the bidder to determine if any addenda have been issued.
- H. From the date of release of this solicitation until award of the contract, no contact with any Bay Haven Board member related to this solicitation is permitted. All communications shall be directed to Bay Haven representative listed above. Any such contact may result in the disqualification of the respondent's submittal.
- I. All changes, modifications, or interpretations shall be handled by the Purchasing Department. In no case will verbal communication between Bay Haven and a respondent override written communications or documentation. All communications must be in writing to be considered part of this Request for Qualifications (RFQ).
- J. Each respondent shall become fully informed as to the extent and character of the work required. No consideration will be granted for any alleged misunderstanding of the material to

be furnished or work to be done, it being understood that the submission of qualifications is an agreement with all of the items and conditions referred to herein.

- K. Responses will be evaluated on the firm's experience with renovations; ability of professional personnel; past performance; willingness to meet time and budget requirements; location; recent, current and projected workloads of the firm; and any other relevant factors as determined to be in the best interest of Bay Haven.
- L. Responses shall be binding upon the respondent and irrevocable for 90 calendar days following the RFQ opening date. Any proposal in which a respondent shortens the acceptance period may be rejected.
- M. Neither Bay Haven nor its representatives shall be liable for any expenses incurred in the preparation of a response to this RFQ. Respondents should prepare their proposals simply and economically, providing a straightforward and concise description of their ability to meet the requirements. Failure to submit all information requested may result in a proposal being considered "nonresponsive", and, therefore, rejected.
- N. This solicitation is subject to all legal requirements contained in the applicable Bay Haven policies, as well as all applicable County, State and Federal statutes. Where conflict exists between this solicitation and these legal requirements, the authority shall prevail in the following order: Federal, State, and local.
- O. All prospective consultants will be afforded full opportunity to submit qualifications to this request and will not be discriminated against on the grounds of race, religion, color, national origin, age, sex, or disability in consideration for award of any contract entered into pursuant to this notice.

- P. Bay Haven reserves the right, but no the obligation, to:
1. Request clarification and additional information from any respondent during the evaluation process.
 2. Negotiate with the selected consultants to include further services not identified in this RFQ.
 3. Refuse to review statements if at least three (3) are not submitted.
 4. Re-advertise with either an identical or a revised scope of work or cancel requirements in their entirety.
 5. Issue subsequent RFQ's based on refinement of concepts proposed in response to this request.
 6. Conduct investigations of the qualifications of the consultants as deemed appropriate.
- Q. Submission of a Statement of Qualification indicates acceptance by the firm of the conditions contained in this RFQ, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between Bay Haven and the firm selected.
- R. No contract will be awarded to any person, firm, corporation, or other entity that is in arrears or in default to Bay Haven upon any debtor contract or is in default as surety or otherwise upon any obligation to Bay Haven, or has failed to perform faithfully any contract with Bay Haven.
- S. No official or employee of Bay Haven will participate in any decision relating to the agreement that affects his personal interest or relating to any agreement in which he has a personal or pecuniary interest, direct or indirect, in the contract or in the proceeds.
- T. The respondent acknowledges that Bay Haven is subject to the Florida Public Records law. The respondent agrees that, to the extent any document produced under this agreement constitutes a public record, the respondent shall comply with the Florida Public Records Law. Chapter 119, Florida Statutes requires that all material submitted in connection with a proposal response shall be deemed to be public record subject to public inspection upon award, recommendation for award, or thirty (30) days after proposal opening, whichever occurs first. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "Exempt from Public Disclosure" with the firm's name and the RFQ number clearly marked on the outside. Bay Haven will not accept proposals when the entire document is labeled as exempt from disclosure. Bay Haven's determination of whether an exemption applies shall be final, and the Proposer agrees to

defend, indemnify, and hold harmless Bay Haven and Bay Haven's officers, employees, and agents against any loss or damages incurred by any person or entity as a result of Bay Haven's treatment of records as public records.

- U. If the consultant has questions regarding the application of Chapter 119, Florida Statutes, to the consultant's duty to provide public records relating to this contract, contact Laura Swindler, CFO, swindlt@bayhaven.org.**
- V. The recommended award will be posted on Bay Haven's website. Failure to file a written protest to Laura Swindler, CFO, within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proposal protest proceedings.
- W. All material submitted with the proposals will become the property of Bay Haven unless otherwise requested at the time of submission.
- X. The Request for Qualifications is open to public inspection and may be obtained from Laura Swindler, CFO, swindlt@bayhaven.org.
- Y. 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 Contractor 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.

II. Terms of Contract

- A. The term of this contract is for Construction Manager at Risk services for the complete CM@Risk services including construction of the project. Once firms have been qualified and signed an agreement, all firms chosen to provide professional services to Bay Haven must maintain their availability and keep all licenses and insurance certificates current in order to continue their qualification.
- B. The RFQ, the SOQ, the information contained in the SOQ, and any written documents supplementing, amending, or incorporating the proposal shall be incorporated into the contract between Bay Haven and the selected firm unless expressly provided otherwise by the contract. The contract may be amended only by written agreement of the Consultant and Bay Haven. The order for contract precedence will be the Contract, Bay Haven's RFQ, and the Proposer's SOQ.
- C. Bay Haven may terminate this Agreement at any time for cause, and may terminate the Agreement with or without cause by giving at least thirty (30) days prior written notice. The Consultant may terminate this Agreement at any time by giving ninety (90) days prior written notice to Bay Haven. In the event of termination by mutual agreement, the Consultant shall be compensated for services rendered. The Consultant will have no claim against Bay Haven for lost profits or compensation for lost opportunities.
- D. All reports, documents, or other written material developed by the Consultant in the performance of this Agreement shall be and remain the property of Bay Haven without restriction or limitation upon its use or dissemination by Bay Haven. Such material shall not be the subject of a copyright application by the Consultant.
- E. The Consultant shall be deemed an independent contractor as to all work required and not an agent or servant in the employ of Bay Haven. The Consultant is, and shall at all times remain as to Bay Haven, wholly independent. The Consultant shall have no power to incur any debt, obligation, or liability on behalf of Bay Haven or otherwise act on behalf of Bay Haven as an agent.
- F. Neither the contract resulting from this RFQ, if any, nor any duties or obligations under such contract shall be assignable by the Consultant without the prior written consent of Bay Haven.
- G. The Consultant is fully responsible for all work performed under the contract resulting from this RFQ, if any. The Consultant may, with the prior written consent of Bay Haven Manager, enter into written subcontract(s) for performance of certain of its functions under such contract. No subcontract(s) which the Consultant enters into under the contract resulting from this RFQ, if any, shall in any way relieve the Consultant of any responsibility for performance of its duties under such contract. Consultant is responsible to fully notify any sub consultant(s) of their

responsibilities under any subcontract. All payments to sub consultants shall be the sole responsibility of the Consultant.

- H. The Consultant shall perform all work to the highest professional standards and in a manner reasonably satisfactory to Bay Haven. Bay Haven may from time to time assign additional or different tasks or services to the Consultant, provided such tasks are within the scope of services described in this document. However, no additional or different tasks or services will be performed by Consultant other than those specified or those so assigned in writing.
- I. The Consultant, in the course of its duties, may have access to confidential data of Bay Haven, private individuals, or employees of Bay Haven. The Consultant covenants that all data, documents, discussion, or other information developed or received by the Consultant or provided for performance of this Agreement are deemed confidential and shall not be disclosed without written authorization by Bay Haven. Bay Haven shall grant such authorization if disclosure is required by law. All Bay Haven data shall be returned to Bay Haven upon termination of this Agreement. The Consultant's covenant under this section shall survive termination of this Agreement.
- J. The Consultant shall keep itself informed of State, Federal and local laws, ordinances, codes and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times comply with such laws, ordinances, codes and regulations. Without limiting the generality of the foregoing, if the Consultant is an out-of-state corporation or LLC, it must be qualified or registered to do business in the State of Florida. Bay Haven, its officers, and employees shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.
- K. At all times during the term of this Agreement, the Consultant shall have in full force and effect all licenses required of it by law for performance of the services hereunder.
- L. This RFQ and resulting contract, if any, and any disputes thereunder will be governed by the laws of the State of Florida and shall be deemed to have been executed and entered into in the State of Florida. Any such contract shall be construed, performed, and enforced in all respects in accordance with the laws and rules of the State of Florida, and any provision in such contract in conflict with Florida law and rules shall be void and of no effect. Bay Haven and Proposer hereby agree that this RFQ and resulting contract, if any, shall be enforced in the courts of the State of Florida and that venue shall always be in the Fourteenth Judicial Circuit Court, Bay County, Florida.
- M. The awarded Consultant shall maintain adequate records to justify all prices for all items invoiced as well as all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this contract. Bay Haven shall have access to such books, records, subcontract, financial operations, and documents of the Consultant or its sub

consultants as required in order to comply with this section for the purpose of inspection or audit during normal business hours at the Consultant’s place of business.

III. Proposal Procedures

A. Schedule

Action	Time and Date
Issue Request for Qualifications	April 19, 2019
Pre-SOQ Meeting at Site	NONE
Deadline for Consultants to submit written questions or seek clarification of the RFQ. Responses will be issued as addenda and published on Bay Haven’s website as they are received.	12:00 p.m., CST, Wednesday, April 24, 2019.
SOQ Submission Deadline	12:00 p.m., CST, Tuesday, April 30, 2019
Interviews	4:00 p.m., Thursday, May 2, 2019
Evaluations Finalized	4:00 p.m., Thursday, May 2, 2019
Approval to Negotiate with Recommended CM@Risk	4:00 p.m., Thursday, May 2, 2019

B. Award of Contract

1. Bay Haven intends to award a contract or contracts resulting from this solicitation to the responsible firm(s) whose qualifications represent the best value after evaluation in accordance with the criteria in this solicitation.
2. Bay Haven reserves the right to evaluate Statements of Qualifications and award a contract without interviews with offerors. Therefore, the consultant’s initial statement of qualifications should contain the consultant’s best presentation of the firm’s capabilities and experience.
3. Bay Haven reserves the right to conduct negotiations with the highest ranked offeror.
4. Bay Haven reserves the right to make multiple awards if, after considering the additional administrative costs, it is in Bay Haven’s best interest to do so.
5. Bay Haven reserves the right not to use all services contained in this RFQ.

IV. Indemnification for Tort Actions/Limitation of Liability

- A. The provisions of Florida Statute 768.28 applicable to Bay Haven, apply in full to this contract. Any legal actions to recover monetary damages in tort for injury or loss of property, personal injury, or death caused by the negligent or wrongful act or omission of any employee of Bay Haven acting within the scope of his/her office or employment are subject to the limitations specified in this statute.
- B. No officer, employee or agent of Bay Haven acting within the scope of his/her employment or function shall be held personally liable in tort or named as a defendant in any action for injury or damage suffered as a result of any act, event or failure to act.
- C. Bay Haven shall not be liable in tort for the acts or omissions of an officer, employee or agent committed while acting outside the course and scope of his/her employment. This exclusion includes actions committed in bad faith or with malicious purpose, or in a manner exhibiting wanton and willful disregard of human rights, safety, or property.
- D. To the fullest extent permitted by law, the Consultant shall defend, indemnify, and hold harmless Bay Haven, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, costs and expenses (including attorney's fees) of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the consultant or its sub-consultants, if any, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable, excepting those acts or omissions arising out of the sole negligence of Bay Haven.

V. Insurance Requirements

- A. The Consultant, sub consultants, vendors, or suppliers shall not begin work under the contract until obtaining all insurance described herein and such certificates of insurance have been submitted to Bay Haven; nor shall the Consultant permit any sub consultants, vendors, or suppliers to begin work until similar insurance to cover the sub consultants, vendors, or suppliers has been obtained and approved by the Consultant.
- B. The minimum insurance coverage and limits required are shown by coverage line in the section below. Failure of the Consultant to identify deficiencies in any insurance provided by sub consultants, vendors, or suppliers shall not relieve sub consultants, vendors, or suppliers from any insurance obligations
- C. Coverage Required
 - 1. Workers Compensation and Employer's Liability - Workers compensation insurance providing statutory benefits as required in the state of Florida and employers liability with limits of not less than:

- a. \$500,000 E.L. Each Accident
 - b. \$500,000 E.L. Disease - Each Employee
 - c. \$500,000 E.L. Disease - Policy Limit The policy shall include a waiver of subrogation in favor of Bay Haven. The certificate must clearly identify that coverage applies in the state the Consultant, sub consultant, vendor, or supplier is located and includes coverage for Florida as required by statute.
2. Commercial General Liability - Written on ISO form CG2010 11/85 or equivalent. The minimum limits of coverage shall be as follows:
- a. \$1,000,000 each occurrence for Bodily Injury and Property Damage
 - b. \$2,000,000 General Aggregate
 - c. \$2,000,000 Products and Completed Operations
 - d. \$1,000,000 Personal and Advertising Injury (with the standard contractual and employee exclusions deleted)
 - e. Employees and Volunteers as Additional Insured for both on-going and completed operations
 - f. Broad Form Property Damage including underground, explosion and collapse hazards (X,C,U); or no exclusion for Exclusion - Damage to Work Performed by Subcontractors on Your Behalf (CG 22 94 or 22 95)
 - g. Blanket Contractual Liability
 - h. Primary and Non Contributory Endorsement
 - i. Independent Consultant's Liability
 - j. Additional Insured - Owners, Lessees Or Contractors - Completed Operations (ISO form CG 20 37)
3. Commercial Automobile Liability - Written on ISO form CA 00 01 or equivalent. The minimum limits of coverage shall be as follows:
- a. Bodily Injury and Property Damage: \$1,000,000 combined single limit

b. Any auto coverage includes Hired Auto Liability and Non-Owned Auto Liability.

4. Professional Liability Insurance - The scope involves professional services and Professional Liability Insurance is required covering liability for claims that arise from the negligent errors, omissions, or acts of the Consultant, sub consultant and its sub-sub consultants and/or sub-suppliers in the provision of professional services. The policy shall include Contractual Liability coverage and be effective (retroactively, if applicable) from the date of commencement of professional activities in connection with the scope until five (5) years following completion of the scope. A copy of the policy shall be provided to Bay Haven. Minimum limits are:

a. Prime Design Professional: \$1,000,000 per occurrence/aggregate;

b. Sub-Design Professional: \$1,000,000 per occurrence/aggregate.

Coverage shall include:

a. Indemnification Endorsement: Bay Haven Charter Academy, Inc. and any other parties as required by contract as indemnified parties;

b. Contractual Liability covering hold harmless agreement contained in the contract must be included without exceptions;

c. Delays in project completion and cost guarantees are covered;

d. Insurance is primary and non-contributory;

e. Insuring agreement to read: "to pay on behalf of in lieu of to indemnify";

f. Separation of insureds;

g. Retroactive date: Will apply back to the first date of professional services;

h. No exclusions for construction means, methods, techniques, sequences and procedures; and

i. General Aggregate must apply per project. For the purposes of Professional Liability Insurance, the term "Prime Design Professional" means the architect and/or engineer providing architectural, engineering, and/or other professional services under a contract directly with Bay Haven. The term "Sub-Design Professional" means any architect and/or engineer providing architectural, engineering, and/or other professional services directly or indirectly to a Prime Design Professional in connection with the project. A Prime Design Professional is also a Contractor/subcontractor and a Sub-Design Professional is also a sub-subcontractor.

- D. Other Insurance Requirements - All insurance to be obtained by Consultant, sub consultant, vendor, or supplier under the foregoing provisions shall be written by insurance companies with an A.M. Best rating of an "A-" or better. All liability and automobile insurance shall contain a severability of interest clause (a policy provision clarifying that, except with respect to the coverage limits, the insurance applies to each insured as though a separate policy were issued to each; thus, a policy containing such a clause will cover a claim made by one insured against another insured).

- E. Certificate of Insurance - Prior to commencing its performance under the contract, Consultant and all sub consultants, vendors or suppliers shall provide Bay Haven a Certificate of Insurance evidencing the coverage's previously listed. The insurance required hereunder shall be maintained from the commencement of the contract until the end of the applicable warranty period. The Consultant, sub consultant, vendor, or supplier shall maintain a current Certificate of Insurance with Bay Haven for this period.

- F. Waiver of Subrogation - All insurance coverage maintained by the Consultant and all sub consultants shall include a waiver of any right of subrogation of the insurers thereunder against Bay Haven, employees, insurers, and underwriters, and of any right of the insurers to any set-off or counterclaim or any other deduction, whether by attachment or otherwise, in respect of any liability of any person insured under any such policy. Consultant and all sub consultants further waive all claims and all rights of subrogation against Bay Haven, employees, insurers and underwriters for loss of, or damage to, Consultant/sub consultant scope, tools, machinery, equipment, material, supplies, or any other losses within the scope of any insurance maintained by Consultant/sub consultant.

VI. Scope of Services (See Exhibit A)

The scope of work includes, but is not limited to, removing and replacing of standing seam metal and single ply roofing systems, removing and replacing fiber cement siding, interior work, covered walkways, covered canvas eating and play area, PE pavilion, signage, repairs to the outdoor classroom, repairs to athletic facilities and landscaping.

VII. Submittal Requirements

Any firm wishing to be considered is requested to submit the following documentation in the order listed:

- A. Letter of interest.

- B. Company Profile

1. The location of staffing and firm resources expected to be made available to serve Bay Haven.
2. Contractor's license (photocopy).
3. General capabilities.
4. Number of years in business.

C. Experience and Specific Capabilities

1. The firm's past experience. Provide a minimum of five (5) examples of similar public projects showing renovation of buildings.
2. A description of the firm's personnel who will be assigned to the work detailed in the Scope of Services, including each individual's professional qualifications (education, registrations, and professional affiliations), and pertinent experience. Include CM Project Executive, PM Project Manager, CM Field Superintendent, Scheduler and Chief Estimator.

3. An example of each:

- a. 100% DD estimate,
- b. Design Review Report and
- c. Value Engineering Report.

D. Project Management

1. Staffing plan, including participation of principals compared to associates.
2. Experience working with the CM at Risk delivery method. Include description of the types of pre-construction services provided and their impact on the final project.
3. The ability of the firm to adhere to time and budget requirements, and its past record meeting project deadlines.

E. An inclusive list of all current public agencies who are clients, as well as those who have been clients of the firm within the past five (5) years, together with contact information for each client (name and telephone number of an individual familiar with the company's work).

F. Proof of insurance and its limits.

G. Required Forms:

1. Standard Form 330
2. Public Entity Crimes Statement
3. Non-Collusion Affidavit
4. Conflict of Interest Disclosure
5. Indemnification

VIII. Evaluation Process

- A. The selection of firms will be consistent with state statutes.
- B. Selected firms meeting the minimum qualifications will be identified.
- C. A committee will review each SOQ to determine if it is responsive to the requirements outlined in this solicitation. Only SOQs following the requirements of this solicitation will be reviewed. Failure to comply with these requirements may cause the SOQ to be declared non-responsive.
- D. To properly evaluate many service procurements, an SOQ may need clarification. Oral presentations may be scheduled to answer questions by the evaluation committee. If requested, oral presentations will allow respondents to clarify portions of their SOQ. This will not be an opportunity to submit new information or modify an already submitted response.
- E. Any respondent may be asked to make an on-site presentation of its capability to perform as described in its SOQ. The respondent is responsible for any expenses incurred in making such presentation. The Purchasing Department will schedule such presentations if deemed necessary.
- F. Upon completion of oral presentations, the committee may re-rank the SOQs remaining in consideration based upon the written documents.
- G. The committee will evaluate all SOQs and rank them on a scale of 0 to 100, with 100 being the highest. The committee will be comprised of individuals with the appropriate experience and/or knowledge. The following criteria will be used for the ranking with maximum points in parentheses:

1. Project Team (10 points)
 - a. Management/organization
 - b. Demonstrated construction experience
2. Experience (50 points)
 - a. Firm's experience with renovations
 - b. Quality of provided examples of similar projects
3. State and other nationally recognized certificates or awards. (10 points)
4. Current workload and ability to assimilate this workload in required time frame. (10 points)
5. References (20 points)
 - a. Meeting project objectives
 - b. Availability
 - c. Team participation
 - d. Demonstrated ability to meet schedules and budgets
- H. The evaluation process is designed to award a contract resulting from this RFQ to the Respondent(s) deemed by Bay Haven to be responsive and responsible who offers the best combination of attributes based upon the evaluation criteria. "Responsive Respondent" is defined as a Respondent that has submitted a response that conforms in all material respects to the RFQ and who has the capacity in all respects to perform fully the contract requirements, and the integrity and reliability which will assure good faith performance.
- I. Bay Haven will conduct a technical evaluation of the qualifying proposals. This evaluation will be made solely on the basis of the proposal submitted.
- J. Bay Haven reserves the right to request an interview with any Proposer to determine service capabilities in greater detail and to clarify any unclear areas in the proposals.

- K. Bay Haven shall determine if the proposals meet the minimum qualifications of this RFQ and has the sole right to determine if any deviation from the requirements of this RFQ is substantial in nature, and may reject unacceptable proposals. Bay Haven may reject in whole or in part any and all proposals, may waive minor irregularities in proposals, may allow a Respondent to correct minor irregularities, and may negotiate with responsible Respondents in any manner deemed necessary to serve the best interests of Bay Haven.
- L. Bay Haven may, at its discretion, require oral presentations. Oral presentations, if conducted, shall be considered to be part of the technical proposal.
- M. Bay Haven reserves the right, at its sole discretion, to request Respondent clarification of a Technical Response or to conduct clarification discussions with any or all Respondents. Any such clarification or discussion will be limited to specific sections of the response identified by Bay Haven. The subject Respondent must put any resulting clarification in writing as may be required and in accordance with any deadline imposed by Bay Haven.
- N. Bay Haven will issue a Notice of Intent to Award identifying the best-evaluated response. The Notice of Intent to Award shall not create rights, interests, or claims of entitlement in either the apparent best-evaluated Respondent or any other Respondent.
- O. Notwithstanding the foregoing, Bay Haven may, at its sole discretion, entertain limited negotiation prior to contract signing and, as a result, revise the pro forma contract terms and conditions or performance requirements in Bay Haven's best interests, provided that such revision of terms and conditions or performance requirements shall not materially affect the basis of response evaluations or negatively impact the competitive nature of the RFQ and Consultant selection process.
- P. The respondent understands that this RFQ does not constitute an agreement or contract with Bay Haven. The official contract or agreement is not binding until the proposal is reviewed and accepted by Bay Haven Commission and a contract is executed by all parties. If proposals are found to be acceptable by Bay Haven, a contract will be awarded to the responsible Consultant(s) whose evaluated proposal is determined to be in the best interest of Bay Haven. Bay Haven will provide written notice of acceptance of the proposal and award of contract to the successful Proposer(s).
- Q. The Contract between Consultant and Bay Haven shall be in the form of the "Service Contract". The successful Consultant shall assist and cooperate with Bay Haven in executing the Contract, and within ten (10) calendar days following its presentation shall execute same and return it to Bay Haven along with the Insurance Certificates and any other documentation that may be required by the Contract Documents to be submitted at that time.

IX. Federally Funded Project

Bay Haven anticipates receiving Federal funding to pay for the Project. The following conditions may apply and be incorporated into the contract with the firm that is awarded the contract.

Applicability: The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

A. Compliance with the Copeland "Anti-Kickback" Act.

1. **Contractor.** The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.
2. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clause in paragraph 1 above and such other clauses as the FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.
3. **Breach.** A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12.

B. Compliance with the Contract Work Hours and Safety Standards Act. The provisions of this Section B are applicable where the amount of the prime contract exceeds \$100,000.

1. **Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
2. **Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in paragraph (1) of this Section B the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this section, in the sum of \$10 for each calendar day on which

such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (1) of this section.

3. **Withholding for unpaid wages and liquidated damages.** The Municipality shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this section.
 4. **Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) of this Section B and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section B.
- C. **Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.
1. No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.
 2. The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.
 3. The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as FEMA or the Secretary of Labor shall direct as a means of enforcing such provisions.

Suspension and Debarment. Section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is supplemented with the following provisions:

- (a) This contract is a covered transaction for purposes of 2 C.F.R. Parts 180 and 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). By entering into this contract, the Contractor certifies that it is in compliance with 2 C.F.R. Parts 180 and 3000.
 - (b) The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C during the term of this contract and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - (c) The certification in paragraph (a), above, and section C(5) of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts is a material representation of fact relied upon by the Municipality. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the Municipality and, if applicable, the State of Florida, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
1. Davis-Bacon Act. For the purposes of Section D(1)(a) of the Uniform Federal Contract Provisions Rider, compliance with the Davis-Bacon Act (40 U.S.C. §§ 3141-3148) is not required of the Contractor pursuant to FEMA regulations. However, if this Contract is funded by another federal funding source (e.g., the U.S. Department of Housing and Urban Development CDBG or CDBG-DR programs), compliance with the Davis-Bacon Act is required to the extent required by law and as set forth in the contract documents.
 2. Rights to Inventions Made Under a Contract or Agreement. Section E of the Uniform Federal Contract Provisions Rider for Federally Funded Procurement Contracts does not apply to the following FEMA Programs: Public Assistance Program, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program.
 3. Contract Work Hours and Safety Standards Act. The Contractor shall comply with the provisions of the Contract Work Hours and Safety Standards Act as delineated in the Uniform Federal Contract Provisions Rider, FEMA Exhibit 2, Section (B).
 4. Access to Records.
 - (a) The Contractor agrees to provide the Municipality, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are

directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

- (b) The Contractor agrees to permit any of the foregoing parties to reproduce said documents by any means or to copy excerpts and transcriptions as reasonably needed.
 - (c) The Contractor agrees to provide the FEMA Administrator or his/her authorized representative access to construction or other work sites pertaining to the work being completed under the contract.
5. Logos. The Contractor shall not use DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.
 6. Compliance with Law. The Contractor acknowledges that FEMA financial assistance will be used to fund the contract only and agrees to comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
 7. Federal Government not a Party. The Contractor acknowledges and understands that the Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Municipality, Contractor or any other party pertaining to any matter resulting from the contract.
 8. False Claims. The Contractor acknowledges that 31 U.S.C. Chap. 38 applies to the Contractor's actions pertaining to this contract.