

RETHINK FORWARD, INC.
(“RETHINK”)
d/b/a Nashville Collegiate Prep

REQUEST FOR PROPOSAL
FOR COMPLETE PROJECT FINANCING, SITE SELECTION AND
ACQUISITION,
DESIGN/BUILD, AND CONSTRUCTION MANAGEMENT SERVICES
For a
CHARTER SCHOOL

October, 2020

OWNER: RETHINK FORWARD, INC.
 (“RETHINK”) d/b/a Nashville Collegiate Prep

I. GENERAL INFORMATION

- A. It is the intention of the Owner to select an entity or a team (“Contractor”) to provide complete project financing, site selection and acquisition, design/build services, and construction management and/or general construction services in connection with the erection of a 50,000 square foot, turn-key, state of the art charter school facility (the “Project”), including furniture, fixtures, and equipment, for grades K-8 with capacity for 790 students, located in the geographic area of Southeast Nashville, to be delivered by July 2020 for operation beginning in the 2020- 2021 school year.
- B. Work shall be performed pursuant to an appropriate AIA or other similar form contract with a guaranteed maximum price (“GMP”), as modified by the Owner. The selected Contractor must provide payment and performance bonds for the Project.
- C. The Owner reserves the right to accept or reject any proposal in its sole discretion. The selection of the Contractor does not obligate RETHINK to enter into a contract for services. A committee of RETHINK representatives will review and evaluate the written responses to this Request for Proposal in accordance with the evaluation criteria identified below. The evaluation committee may conduct interviews at its sole discretion with finalists to clarify information provided in the proposals. While cost is an important factor, it should be understood that the RETHINK is not under any obligation to accept the lowest cost proposal. E. Proposed Schedule for Contractor Selection:

Questions and Explanation Requests Due: October 30, 2020

Responses to Questions: November 3, 2020

Submission of Proposals: by 3:00pm CT November 6, 2020

Selection and Conditional Award of Contractor: November 13, 2020
(tentative)

II. SCOPE OF SERVICES

RETHINK intends to engage Contractor to provide comprehensive project financing, site selection and acquisition, design/build services, and construction management services for the Project.

A. Contractor Compensation

Contractor will provide comprehensive financing of the Project with compensation to Contractor being expressly contingent upon the completion of the Project. Contractor must be able to provide a long-term lease to RETHINK for facility use with a lease rate and structure (including purchase option) that is acceptable to RETHINK.

B. Fee

Contractor should propose a fee and how it will be calculated based on other costs.

C. Scope of Work

As stated above, Contractor will perform all Project financing, site selection and acquisition, design/build services, and construction management for the Project, including the management of all subcontractors. Upon review and evaluation of the requested deliverables described herein, Contractor will develop and present to Owner a proposed plan for the Project ("Project Plan").

D. Finance

Contractor will provide complete financing for all aspects of the Project, including site acquisition, design, and construction cost. There will be not remuneration owed to Contractor until the Project is complete and revenue-generating Owner operations begin.

E. Site Acquisition

Contractor will investigate, evaluate, and acquire the selected site

under the direction and approval of the Owner. Site selection will be based on alternatives proposed to the Owner, but will be in the absolute discretion of the Owner.

F. Design Services

Contractor will perform all aspects of design in order to accomplish the Project.

G. Cost Estimating

Contractor will provide pricing of various design options as they are raised for consideration by the Project team.

H. Schedule Development

1. The Contractor will develop a master schedule of activities for review and approval by the Owner in accordance with the delivery date of no later than July 2021.
2. Concurrently with the submission of estimates as listed above, the Contractor will provide a construction schedule beginning with the Contractor's mobilization and ending with completion/final inspection/occupancy.
3. To ensure that Project parameters are within the targeted budget and schedule requirements, the Contractor will provide to the Owner continual review and input.

I. Building System and Constructability Review

The Contractor's input should include evaluation of building systems and constructability, material and trade availability, costs/benefit analyses of various systems, and budget/schedule impact as specific phases of the overall design are developed.

J. Value Engineering

Value engineering will be an ongoing process from submittal of the first schematic estimate through completion and submittal of a GMP. Upon receipt of preliminary drawings and other documents, the Contractor will submit a detailed list of value engineering options and the associated estimated costs. The Contractor will meet and work with the Owner in the evaluation of the various options and incorporate selected options into the estimates. The Contractor will participate as a project delivery team member in maximizing the Project value for the Owner.

As the design drawings progress, the Contractor will recommend value engineering items to the Project team on a continual basis.

K. Construction Staging and Site Management Planning

The Contractor will develop a proposed site management plan for the purpose of staging construction operations. This plan will include such particulars as primary access to and from the construction zone, construction parking and traffic patterns, location of temporary facilities, locations of hoists, cranes, and other stationary equipment and locations of barricades and construction fences, etc. This plan will be coordinated and submitted for acceptance by the Owner and shall be modified as required during the work.

III. MINIMUM ELIGIBILITY REQUIREMENTS

- A. RETHINK is interested in receiving proposals from qualified companies or teams for providing comprehensive project financing, site selection and acquisition, design/build services, and construction management services. Proposals are requested from firms capable, and with a documented history, of providing the same type of services as described herein.
- B. While it is the intent of RETHINK to provide open and fair competition, RETHINK is seeking only capable contractors that have personnel with qualifications and proven experience to accomplish the goals and requirements set forth herein.
- C. Responding firm or team must:
 - 1. have successfully completed at least 5 design/build projects for charter, public or private school clients, or similar client (e.g., institutional/governmental) in the past 10 years with at least at least two (2) projects each in excess of \$10 Million in construction costs;
 - 2. demonstrate a minimum of five (5) years' experience in the financing, design and implementation of charter school or similar site selection and acquisition, design/build services, and construction management of projects;
 - 3. demonstrate knowledge and understanding of charter school or similar facilities, equipment and needs;
 - 4. describe approach to evaluating, recommending and designing charter school or similar facilities to fit the need of clients;

5. describe its methods regarding managing implementation of the site election and acquisition and design/build project;
6. demonstrate how it can meet the required time-line for developing and constructing the Project;
7. provide Contractor Qualification Statement (AIA Document A3051986) ;
8. demonstrate the ability to obtain payment and performance bonds;
9. describe your company's formal safety procedures and programs you have undertaken;
10. provide a copy of your company's safety record; and
11. disclose any litigation in which your company may have been involved within the past five years.

IV. ACCEPTANCE PERIOD

Proposals are requested to be firm for a period of at least 90 days and will be considered final after signature of a Letter of Intent.

V. EVALUATION FACTORS FOR AWARD

- A. RETHINK will select the Contractor with the most competitive, responsive proposal which, in the judgment of the RETHINK selection committee, best meets the needs of RETHINK. The criteria for making this evaluation will be based on the following 100% scale

(20%) Contractor Experience and Qualifications

(20%) Personnel Qualifications and Experience

(20%) Solution Development Approach for all services requested

(20%) Implementation Approach, including Proposed Lease Structure

(20%) Cost/Fees

(100%) Total Points in Scale

- B. Though pricing is a key factor, it will not be the sole determining criterion in proposal selection. However, the ability to provide comprehensive project financing of the project with compensation to Contractor contingent upon, and only upon, the completion of the project, is an essential, required criterion of this RFP.

- C. The RETHINK selection committee will be the sole judge with respect to the evaluation of proposals. The establishment, application and interpretation of the above evaluation criteria shall be within the sole discretion of the RETHINK selection committee.
- D. RETHINK intends to award a negotiated contract to one Contractor to provide all services required for successful completion of the project under terms and conditions considered to be the most favorable among those offered, but RETHINK reserves the right to select multiple Contractors.
- E. RETHINK may, at its sole discretion, choose not to award a contract.
- F. Costs for preparing the proposal or services provided prior to the signing of a contract will be the sole responsibility of the Contractor, and not reimbursed by RETHINK.

VI. OTHER PROVISIONS

A. Disclosure of Conflicts of Interest or Unfair Competitive Advantage

You warrant and represent that your offer identifies and explains any unfair competitive advantage you may have in competing for the proposed contract and any actual or potential conflicts of interest that may arise from your participation in this competition or your receipt of an award. Without limitation, an unfair competitive advantage exists where a contractor competing for award possesses either proprietary information that was obtained from a government official without proper authorization or source selection information (as defined below) that is relevant to the contract but is not available to all competitors, and such information would assist that contractor in obtaining the contract.

For purposes of this RFP, “source selection information” means any of the following information that is related to or involved in the evaluation of a proposal, if that information has not been previously made available to the public or disclosed publicly: (1) proposed costs or prices submitted in response to this RFP, (2) source selection plans, (3) technical evaluation plans, (4) technical evaluations of proposals, (5) cost or price evaluations of proposals, (6) information regarding which proposals are determined to be reasonably susceptible of being selected for award, (7) rankings of proposals, (8) reports, evaluations of source selection committees or evaluations panels, (9) other information, the disclosure of which would jeopardize the integrity or successful completion of the procurement process.

If you have an unfair competitive advantage or a conflict of interest, the Owner may withhold award. Before withholding award on these grounds, a

Contractor will be notified of the concerns and provided a reasonable opportunity to respond. Efforts to avoid or mitigate such concerns, including restrictions on future activities, may be considered.

B. PUBLIC RECORDS

Information contained in Contractor's proposal is subject to the Tennessee Freedom of Information Act. Thus, such information will be made public upon receipt of an appropriate Freedom of Information Act request. Contractors responding to this RFP who wish not to have proprietary material contained in their proposal disclosed must clearly indicate which information is proprietary. Contractors should not mark entire proposals as proprietary. If only portions of a page are subject to some protection, do not mark the entire page as proprietary. If a proposal, or any part thereof, is improperly marked as proprietary, the Owner may, in its sole discretion, determine it to be nonresponsive. Owner will make reasonable efforts to attempt to keep proprietary information confidential; however, Owner cannot ensure that such information will not be disclosed.

D. CLARIFICATION:

The Owner may elect to communicate with you after opening for the purpose of clarifying either your offer or the requirements of the solicitation. Clarification of an offer must be documented in writing and included with the offer. Clarifications may not be used to revise an offer or the solicitation.

E. DISCUSSIONS & NEGOTIATIONS:

Submit your best terms from a cost or price and from a technical standpoint. Your proposal may be evaluated and your offer accepted without any discussions, negotiations, or prior notice. Ordinarily, nonresponsive proposals will be rejected outright. Nevertheless, the Owner may elect to conduct discussions, including the possibility of limited proposal revisions, but only for those proposals reasonably susceptible of being selected for award. If improper revisions are submitted, the Owner may elect to consider only your unrevised initial proposal. The Owner may also elect to conduct negotiations, beginning with the highest ranked Contractor. If negotiations are conducted, the Owner may elect to disregard the negotiations and accept your original proposal.

VII. **FORMAT OF CONTENTS**

A. Requirements for Proposal Contents

1. Cover Letter – Briefly highlight your firm's unique qualifications for this project. (2 page maximum)

2. Company Qualifications and Services – Provide information which describes your company’s qualifications and the services offered in providing design/build projects.

- a. Firm name(s), address, personnel contact.
- b. Ownership structure.
- c. Mission and Vision of your company.
- d. Provide a thorough response to all items listed in Section III, C of this RFP where applicable.
- e. Respond to the following items:
 - Verify ability to provide necessary Insurance Coverage.
 - Identify the percentage of your company’s annual revenue that is directly related to site selection and acquisition, design/build work, and construction management services.
 - Identify the percentage of your projects (expressed as both the total dollar value of projects and as the number of projects) that are for charter school or similar clients, and describe such projects.

3. Describe the complete range of required services which will be provided by your firm.

B. Experience, Qualifications and Knowledge of Personnel. Provide information regarding the experience, qualifications and knowledge of the people who will be directly responsible for this project.

1. Identify team members that will be assigned to this specific project (only) and discuss their experience in similar environment(s).
2. Describe the role(s) that each team member will play in performing the contract, and identify the number of years they have fulfilled this specific role.
3. Provide professional resumes for each key team member, indicating educational and professional licensing (i.e. EIT, PE, etc.), past projects worked on, etc.

4. Provide references for a minimum of five (5) design/build projects for which key team members have been primarily responsible.
- C. Solution Development Approach – Describe your approach to site selection, developing design/build improvement solutions for this project.
1. Describe your understanding of the unique needs of charter school facilities and related equipment.
 2. Describe your approach to recommending school sites and designing charter schools.
 3. Explain your approach to selecting a development team.
 4. Provide a brief description of your understanding of the project cost. What unit cost measurement parameters would you assign for the Project?
 5. Provide a brief response regarding how your company would approach the project schedule.
 6. What formal quality assurance programs do you employ?
 7. Your Proposal may include – but is not required to include - suggested draft or template contract documents embodying your proposed approach.
- D. Implementation Approach – Describe your approach to managing implementation of the Project
1. Explain your approach to project management.
 2. Explain your approach to construction management.
 3. Describe your methodology for scheduling project implementation and the channels of communication between your team and RETHINK personnel.
 4. Identify your method for addressing scope and/or cost changes that may arise.
 5. Provide a projected time-line for developing and implementing this Project.
 6. Identify the training and post construction documentation that will be provided.

7. Describe any warranties that may be offered and how they are fulfilled.
8. What is your labor burden?
9. At what rate do you charge for the use of company-owned equipment?
10. List your company insurance interstate Experience Modification Rate (EMR) for the last three years.

E. Financial Approach

1. Describe your overall approach to developing project costs and pricing for the Project.
2. Pricing should be based on a Guaranteed Max approach. Describe how the Project would be financed.

VIII. INSURANCE AND INDEMNITY REQUIREMENTS

A. The successful Contractor shall have adequate coverage to include:

1. Workers compensation, in accordance with State Worker's Compensation requirements.
2. Liability Insurance for damage or injury caused by Contractor's employees or its subcontractors. The limits of which shall not be less than \$1,000,000 each occurrence, \$2,000,000 aggregate, and \$5,000,000 in excess coverage. Such policies shall include RETHINK as an additional insured.
3. Professional Liability Insurance: \$1,000,000 as minimum.
4. All insurance shall be carried with companies which are financially responsible. If any such insurance is due to expire during the contract period, the contractor shall not permit the coverage to lapse and shall furnish evidence of coverage to RETHINK.
5. Claims against the Contractor's insurance should be included in the Contractor's response. It should include total dollars of claims and any pending claim amounts.

- B. The successful Contractor will indemnify and hold harmless RETHINK, its officers and employees, from all suits, actions, or claims brought as a result of injuries or damage received or sustained by any person or persons on account of the operations of Contractor or because of any act or omission, neglect or misconduct of said provider or from any claims or amounts arising or recovered under any other law, ordinance, order or decree.

IX. BID BOND

No bid bond is required at this stage.

X. PAYMENT AND PERFORMANCE BONDS

The successful Contractor will be required to provide a Payment and Performance Bond. Contractors shall acknowledge their capabilities to provide a Payment and Performance Bond of the total construction costs in the RFP response and at the time the contract documents are signed.

XI. CONTRACTUAL PROVISIONS

- A. The contents of the RFP submissions, as appropriate, may become part of the final contract.
- B. RETHINK must have access to inspect the work during construction and operations, and to the books, records, and other compilations of data which pertain to the performance of the provisions and requirement of this agreement. Records shall be kept on a generally recognized accounting basis, and calculations kept on file in legible form.
- C. All drawings, reports and materials prepared by the Contractor specifically in performance of the contract shall become the property of the RETHINK and shall be delivered to RETHINK as requested but no later than upon completion of construction.

XII. SUBMITTAL INFORMATION

- A. Submitted proposals should thoroughly address all the items required herein. Proposals which do not address all of these areas will be considered incomplete. Final decision of Contractor selection rests solely with the Owner. The Owner reserves the right to select any or none of the submitting firms if it is in the best interest of the Owner. The Owner reserves the right to reject any and all proposals and to waive any formality in proposals received whenever such rejection or waiver is in the interest of the Owner. Please note that the Owner considers response to this RFP by competing firms as purely voluntary, and the Owner is under no financial obligation to said firms regarding the contents of their proposal.

B. Receipt of Proposals

1. Please submit one electronic copy of the Proposal to:

ReThink Forward, Inc.
Email: Rtfinfo@rethinkforward.org

2. All proposals shall be submitted **no later than**
3:00 p.m. CT, November 6, 2020

3. Proposals should be sealed and marked as follows:

**Proposal for Complete Design/Build Services – Finance, Site Select
and Acquire, Design and Build a Charter School Facility,
Opening date: November 6, 2020.**

4. Please direct all inquiries concerning this matter exclusively to:

ReThink Forward, Inc.
Phone: (833) 738-4165
Email: Rtfinfo@rethinkforward.org

All questions and/or comments concerning this RFP are to be submitted in writing -- via e-mail -- no later than October 30, 2020. Written responses to questions/comments will be shared with all firms expressing an interest in responding to this RFP no later than November 3, 2020.

Only written communication relative to this RFP will be considered. No oral communication from the firms responding to this RFP and from the Owner can be relied upon for proposal purposes.

No email, telephone or faxed proposals will be accepted.

Firms submitting proposals shall be responsible for all costs of preparing such proposals.

All submissions become the property of RETHINK and will not be returned.