

**MASON PUBLIC SCHOOLS
OWNER'S REPRESENTATIVE
PRE-BOND SERVICES**

REQUEST FOR PROPOSALS (“RFP”)

December 4, 2023

Mason Public Schools

**REQUEST FOR PROPOSAL
FOR OWNER’S REPRESENTATIVE
PRE-BOND SERVICES**

PART 1 -- GENERAL INSTRUCTIONS

A. Instructions

Qualified firms or consultants are invited to submit a proposal to Mason Public Schools (the “District” or “School District”) to provide owner’s representative pre-bond services for a future bond construction project including assistance with facilities use studies, programming, budgeting, development of project work scopes, treasury qualification (if applicable), community engagement, dissemination of factual election information, project delivery recommendations, and similar informational and supportive services, while working cooperatively with the District and the District’s selected architect, construction manager, and other professional consultants.

The District reserves the right to reject any or all proposals and to make any award that it considers to be in the best interest of the District.

B. Proposal Submission

To be considered by the District, three (3) hard copies and one (1) electronic (.pdf) copy of the complete proposal must be received no later than 3:00 p.m., Friday, January 5, 2024. Proposals should be addressed to:

Dr. Gary R. Kinzer
Superintendent of Schools
Mason Public Schools
201 W. Ash Street, Suite 2A
Mason, Michigan 48854

The lower left corner of the submittal envelope should be marked: PROPOSAL FOR OWNER’S REPRESENTATIVE PRE-BOND SERVICES.

Submitted proposals become the property of the District and will not be returned.

C. Late Proposals

The District may choose, in its sole discretion, not to consider any proposal received by the District after the time specified above. The party submitting a proposal shall bear full and total responsibility for ensuring timely receipt of that proposal.

D. Withdrawal of Proposals

Proposals may be withdrawn by written notice received at any time prior to the submission deadline. Proposals may be withdrawn in person, provided that the firm's representative signs a receipt for the proposal prior to the submission deadline. Proposals submitted and not timely modified or withdrawn shall be irrevocable for a minimum period of ninety (90) calendar days following the submission deadline.

E. Information Available to Proposers and Questions Concerning This RFP

Inquiries may be made to Dr. Gary R. Kinzer at the address above or via email at kinzerg@masonk12.net. Copies of this RFP and any associated addenda may be received from the Mason Public Schools Administrative Offices between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, prior to the time and date specified above for the submission of Proposals.

A pre-submission meeting will take place at 1:00 on December 15, 2023 in the Maple Room of Mason City Hall located at 201 W. Ash St., Mason, MI 48854. A time for questions and clarifications will be included. Please let us know if you plan to attend and how many will be part of your group.

This RFP contains the following two attachments as information available to proposers:

- Exhibit A: Baker Tilley Future Bond Analysis
- Exhibit B: Facility Assessment dated November 2023

F. Proposal Signature

The section entitled, Part 4 – Proposal Summary, should be signed by the person responsible for deciding the level of services and costs being offered. In the case of a joint proposal, each party should respectively certify its response as to services and costs.

G. Prime Responsibilities

The selected proposer will be required to assume responsibility for all services offered in the proposal, regardless of who actually provides such services and regardless of whether the selected firm utilizes separate consultants. The selected proposer shall be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The selected proposer shall provide at least all services in compliance with all applicable laws and industry standards. In the event of a joint proposal, each firm shall be jointly and severally responsible for all services offered in the proposal.

H. Proposal Preparation Costs

All costs incurred in preparing the proposal, providing reasonably requested or required presentations, or in discussing or modifying the applicable agreement(s) shall be the sole responsibility of the proposer. The District shall not be responsible for, and will not pay, the cost for any information solicited or received.

I. Acceptance of Proposal Contents

The contents of the selected firm's proposal will become contractual obligations upon issuance of a contract, except and to the extent of any particular provisions rejected by the District. Failure of the successful firm to abide by such obligations, without the express consent of the District's Board of Education, will result in cancellation of the award.

J. Collusive Bidding and Relationship Disclosures.

Each proposer certifies that its proposal is made without any previous understanding, agreement or connection with any person, firm, or company making a proposal for the same project and is in all respects fair and without outside control, collusion, fraud, or other illegal action.

Each proposer shall submit a Familial Relationship Disclosure in substantially the form attached hereto as Attachment "B."

Each proposer shall submit an Iran Economic Sanctions Act Certification in substantially the form attached hereto as Attachment "C."

K. Proposal Information

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the District to determine the Proposer's overall qualifications. Each Proposal shall include the information identified below and any other information required by this RFP but should also include any other information that the Proposer feels is significant with respect to the District making an informed decision relative to the Proposal.

1. The Proposal shall include a cover letter, including a brief executive summary, the legal name of the Proposer and a brief statement of its history, and a statement of whether the Proposer is a sole proprietor, a partnership, corporation, or other legal entity. The cover letter shall be on company letterhead and signed by a person authorized to bind the Proposer in contract.
2. The proposed cost for the complete and timely performance of services ("Contract Sum") shall be identified on, and in compliance with, the Proposal Form in Part 4 of this Request for Proposal. The proposed Contract Sum may be identified as either (1) a lump sum or (2) on an hourly basis, with a detailed estimate of hours proposed for the provided services. Other pricing methods and alternates may be considered, but only if the Proposer is first considered responsive to the pricing requirements identified above.
3. By submitting a Proposal, each Proposer is attesting to the following: (a) Proposer has read and understands the RFP and project requirements, and the Proposal is made in accordance therewith, (b) Proposer warrants that it is familiar with Michigan public

school construction projects, bond elections, campaign requirements and limitations, applicable services and standards of performance for pre-bond owner's representative services, and the local conditions under which the work will be performed, and (c) Proposer's price is inclusive of all personnel and services described in the RFP and in accordance with all terms and conditions without exception.

4. The Proposer shall submit a statement of the Proposer's qualifications, including any evidence that they have previously provided, or are currently providing, Owner's Representative Services for other K-12 construction projects of similar size, scope and complexity as the District's project – and particularly pre-bond services for such construction projects. The District desires a Proposer that (i) has provided pre-bond services for at least two (2) school construction projects, and (ii) has at least five (5) years' experience in providing Owner Representative Services for public school construction projects, with familiarity with applicable laws, bonds, codes, prevailing wage requirements, and safety and environmental requirements.
5. The Proposal shall (i) include background information and qualifications of the management professionals and other personnel who will be dedicated to the District to provide pre-bond services, (ii) describe the chain of command and reporting relationships, and (iii) include an organizational chart. The Proposer shall identify the relevant experience of each management professional dedicated to provide pre-bond services, focusing on, but not limited to, public school construction.
6. The Proposer shall provide a list of at least five (5) references, including contact names, addresses, and phone numbers, from separate school district entities who have contracted with Proposer to receive pre-bond Owner's Representative Services, including the type and scope of services provided and the size of the project(s), and the result of each respective election.
7. The Proposer shall provide evidence of its ability to furnish insurance required by this RFP and its financial stability, including an audited financial report for the three most recent fiscal years.
8. The Proposer shall acknowledge and agree to comply with all applicable federal, state, and local laws, rules, regulations, codes, ordinances and policies that apply to Michigan public schools and school building construction projects, particularly including, but not limited to, the Revised School Code, the School Building Construction Act, and the Michigan Campaign Finance Act.
9. The Proposer shall provide a list of all litigation, arbitrations, mediation and/or regulatory proceedings for the past five years related to Proposer's provision of Owner's Representative Services, whether pre-bond or post-bond. It is not contemplated that workers compensation or unemployment proceedings be disclosed pursuant to this section.

10. The Proposer shall list any instances in which it was terminated for cause or for convenience prior to completion of any school construction project, along with an explanation of same.
11. If the Proposer does not exclusively provide Owner Representative Services, the Proposer should identify the percentage of its business devoted to exclusively Owner Representative Services over the past five (5) years, as well as any relationships – legally, contractually or otherwise – that could be perceived as a conflict of interest.
12. The Proposer shall describe the steps that will be taken in review of the comprehensive facilities study of District buildings and the manner in which results of the review will be conveyed to the District.

Specifically, describe the review process in terms of:

- Construction industry codes and standards,
 - Facility and site ability to support educational services,
 - Calculation of projected facility life expectancies,
 - Analysis of trends found in the data,
 - Commentary on cost options for potential updates, improvements, or replacement – both short term and long term,
 - Prioritization of recommendations to improve efficient and effective provision of educational services to the District’s students and community,
 - Any other review steps and outcomes that your firm believes will add value.
13. The Proposer shall describe how it analyzes potential project costs, estimates, budgets, and oversees those costs, including any additional or unforeseen costs due to market conditions, contractor or supply shortages, and performance delays.
 14. The Proposer shall describe how it stays up-to-date on all construction code, regulatory and other legal requirements related to school construction.
 15. The Proposer shall identify its experience in participating in Michigan public school bond elections, including a general description of passage rate, strategies, process, programming, budgeting, and marketing with respect to such elections.
 16. The Proposer shall identify its experience working with various project delivery methods, including construction manager-adviser, construction manager-constructor, general contractor, and others, and shall confirm its willingness to participate in all such project delivery methods. The Proposer may also identify its preference for a project delivery method, if any, and describe the reasons for such preference.
 17. The School District currently anticipates working with GMB Architecture + Engineering as project architect and with The Christman Company as project

construction manager. The Proposer should describe its experience with these entities, including its willingness and ability to work with them.

18. The Proposer shall describe any additional or exceptional pre-bond services it will provide to facilitate community involvement, an exceptional project, and a successful election.

L. Insurance Coverage

Prior to beginning work, the selected firm will be required to provide a copy of insurance certificates for all insurance types and amounts that will apply during the provision of pre-bond services, including general, professional, and umbrella liability coverages. Any consultants of the selected firm shall provide insurance coverages at least equal to that provided by the firm itself, and those consultants shall provide insurance certificates for general and professional liability coverages.

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PART 2 -- PROPOSAL REVIEW AND SELECTION PROCESS

A. Time Frame for Firm Selection

It is the intent of the District to select a Firm according to the following schedule:

Release of RFP	December 4, 2023
Informational Meeting – Maple Room, Mason City Hall, 201 W. Ash Street, Mason, MI 48854	December 15, 2023; 1:00 p.m.
Proposals Due	January 5, 2024; 3:00 p.m.
Optional Proposer Interviews	January 17-19, 2024
Contract Award	February 8, 2024
Commencement of Services	February 9, 2024

The District reserves the right to adjust the above schedule and/or to add/remove steps as it deems necessary or desirable in its sole discretion, with or without notice to bidders or potential bidders.

B. Opening of Proposals.

The Proposals will not be opened on the due date identified above. An immediate decision will not be rendered. To the extent permitted by law, Proposals will not be open to the public, nor disclosed to unauthorized persons prior to award of a Contract. However, after award of a Contract, all Proposals shall be open to public inspection, subject to any continuing disclosure prohibition under Michigan law.

C. Reservation of Rights

It is the intent of the District to award any Contract in due course after a reasonable period to evaluate Proposals considering the RFP requirements. The District reserves the right to waive any irregularity in the RFP process or any Proposal, and the right to award the Contract to other than the Proposer(s) submitting the lowest bid. The School District reserves the right to request additional information from any or all Proposers, including an oral interview to discuss, clarify, and answer any questions regarding the Proposal. The School District reserves the right, in its sole discretion (for this provision and for all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause, to waive technicalities where the best interest of the District may be served, and to award a Contract with a Proposer without further discussion or negotiation. Grounds for rejection of Proposals may include, but are not limited to:

- Failure of Proposal to conform to RFP requirements
- Submitting a Proposal imposing conditions which would modify the terms and conditions of the RFP or limit the Proposer's liability to the School District on any awarded contract
- Submitting a Proposal determined by the School District to be unreasonable in price
- The Proposer is determined by the School District to not be responsible
- Any other reason deemed relevant by the School District and which is consistently applied

D. Interviews

The School District reserves the right, but shall not be obligated, to select one or more Proposers for post-Proposal interviews, investigation, discussions and/or negotiations. Proposals will be generally evaluated based on quality of response to this RFP and apparent capability of Proposer to perform required services. The District may invite firms to participate in additional interviews with the Board of Education (and/or, if applicable, a Selection Committee) to answer any questions that may exist about their proposal.

E. Evaluation Criteria

The District will evaluate proposals considering all the information provided in response to this Request for Proposal, including but not necessarily limited to the following:

Adherence to RFP: To merit evaluation, submittals must conform, in both content and presentation, to the parameters established in this request.

Relevant Experience: Relevant experience with providing pre-bond services for construction and renovation of, K-12 public school facilities, particularly those of comparable size and complexity.

Qualifications: Qualifications and experience of the key staff to be assigned to provide pre-bond services.

Timeliness: Ability of the firm to complete the tasks specified in this RFP in a timely fashion.

Responsiveness: The ability to meet quickly with District officials or others when necessary.

Team Compatibility: The ability of the Proposer to work with students, District employees, parents, community members, other firms or consultants, contractors, and governmental officials based on references and interviews.

Fee Proposal: The total fees for performing the pre-bond services, including professional fees and allowances for reimbursable expenses.

F. Awarding of the Contract

All applicable Proposals shall be subject to evaluation by District administration and any identified Selection Committee or consultants for the purpose of recommending to the Board of Education a contract with a Proposer to provide pre-bond services. Any contract will be in the form attached hereto as Attachment "A," subject to (i) the District's right to negotiate any term it chooses, in its sole discretion, and (ii) any exception explicitly identified by Proposer in its Proposal as an exception to the Contract form, along with a proposed alternative to the excepted term. A Proposer shall be deemed to have agreed with the attached document in its entirety, except and to the extent the bidder specifically objects in writing to any provision therein and attaches the objection(s) as a separate document to its response to this RFP, along with a proposed alternative. The absence of any such written objection shall constitute an agreement to all proposed contract terms.

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PART 3 – PROPOSAL DETAILS

NAME OF PROPOSER: _____ YEAR ESTABLISHED:

ADDRESS: _____
(Street) (City/State) (Zip Code)

TELEPHONE NUMBER: _____ FAX NUMBER: _____

A. Business Organization

1. Individual ___ Partnership ___ Corporation ___ Other
2. Years Proposer has perform pre-bond services for public schools.
3. Provide a brief history of Proposer's experience with public school facilities.
4. Provide an organization chart, including resumes of all key personnel the Proposer will commit to provide pre-bond services if awarded the contract and the hourly rate for such personnel in the event they provide Additional Services, and provide documentation regarding their respective qualifications.
5. To determine the Proposer's present workload and ability to provide pre-bond services to the District, provide a list of all scheduled projects currently being handled by your firm, including an indication of percentage of completion for each project.
6. What is your General Liability Insurance coverage:
 - a. Total amount of protection provided.
 - b. Amount of deductible, if any.
 - c. Name, address, phone #, and contact person of Insurance Company.
 - d. Are the costs of this coverage included in your Fee Proposal? If not, what is that additional cost?
7. What is your Professional Liability coverage:
 - a. Total amount of protection provided.
 - b. Amount of deductible, if any.
 - c. Name, address, phone #, and contact person of Insurance Company.
 - d. Are the costs of this coverage included in your Fee Proposal? If not, what is that additional cost?

8. Have you had litigation, arbitration or a claim filed against or settled with your firm by an educational client or have you filed or settled the same against an educational client? If yes, explain each in detail.
9. Have you had litigation, arbitration or a claim filed against or settled with your company by any client outside of the educational market or have you filed the same against any other client? If yes, explain each in detail.
10. Has your firm ever been terminated, for cause or for convenience, prior to completion of a project or has your firm ever terminated a contract related to a facilities study, for cause or for convenience, prior to completion of the study? If yes, explain each in detail.

B. Approach to Providing Pre-Bond Services

1. Describe in detail the process you will follow for providing pre-bond services.
2. Describe the method(s) of budget/cost control, quality control, and time schedule adherence you will use for analyzing, budgeting, and proposing project improvements during your pre-bond services.
3. Describe how Proposer stays up-to-date on construction code and regulatory requirements applicable to school facilities, treasury qualification, and public school elections.
4. List the three (3) most recent school projects for which you provided pre-bond services:
 - a. Project Name:
School District:
Contact:
Phone Number
Total Cost
 - b. Project Name:
School District:
Contact:
Phone Number
Total Cost
 - c. Project Name:
School District:
Contact:
Phone Number
Total Cost

C. Anticipated Project Schedule

The District expects pre-bond services to commence promptly after entering into an agreement with Proposer for an election in May, 2025. Please identify any concerns or reservations your firm may have with these general parameters and describe any negative impacts foreseen because of such parameters.

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PART 4 – PROPOSAL FORM

Proposer shall provide necessary information including but not limited to the information below.
Proposer can attach additional pages as necessary to provide additional information or explanation.

Proposer Information:

Name: _____
Address: _____
Telephone Number: _____
Fax Number: _____
Email Address: _____

Pricing Terms:

1. Basic Fee: Lump Sum: \$ _____

or

Hourly Rates and Estimated Number of Hours:

Position	Hourly Rate	Hours
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____
_____	\$ _____	_____

2. Additional Services: To be negotiated by the parties prior to performance, based on the following hourly rates:

Position:	Hourly Rate:
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____

3. Estimated Number of Hours Budgeted for All Services: _____

4. Optional Alternates: _____

Exhibits and Addenda:

Proposer ___ has / ___ has not requested, received and reviewed all Exhibits to this RFP.
Proposer ___ has / ___ has not requested, received and reviewed all addenda to this RFP.

Exceptions:

Proposer identifies the following exceptions to the RFP in accordance with Part 2, Para F:

I hereby certify that I am authorized to submit this Proposal on behalf of the Proposer and that the pricing described herein is in accordance with all terms and conditions of the RFP and Contract.

Name of Proposer: _____

Signature: _____

Printed: _____

Date: _____

ATTACHMENT “A”
FORM OF CONTRACT

DATE

Re: Pre-Bond Services Letter of Intent - Owner Representative

Dear _____;

Mason Public Schools (the “District”) has chosen _____ (“Owner Representative”) to provide pre-bond services for a future bond construction project, which services include assisting with facilities use studies, programming, budgeting, development of project work scopes, treasury qualification (if applicable), community engagement, dissemination of factual election information, project delivery recommendations, and similar informational and supportive services either reasonably requested by the District or within the standard scope and level of services provided by an owner’s representative providing pre-bond services on Michigan school construction projects. Those services, any others described in the District’s RFP for Owner’s Representative Pre-Bond Services, dated December 4, 2023 (“RFP”) and District-accepted portions of the Owner Representative’s response thereto (“Response”), both of which are incorporated herein by reference as if fully restated, and any other incidental or reasonably necessary services typically performed by an owner representative in the industry providing pre-bond services for a school project of similar size and complexity, shall be referred to herein as the “Services”.

It is acknowledged and agreed that the Owner Representative is providing ***pre-bond services only*** and nothing herein shall be interpreted as authorization to provide services related to an approved construction project.

The Owner Representative shall be paid for pre-bond services as set forth in the RFP and Response. Nevertheless, if the Owner Representative is separately hired to provide services related to an approved construction project, any payment for pre-bond services herein shall be credited toward the fees associated with services on the construction project.

Nothing herein shall be deemed an obligation to alter the ability or authority of either the District or the Owner Representative to terminate this Letter of Intent “at will” upon seven (7) days’ written notice, which right is expressly reserved. Upon termination of this Letter of Intent, the District shall have the full right to access and use, either directly or through a separate consultant, the data, documentation, designs, drawings, concepts and other information created, assembled or developed by the Owner Representative or its consultants in furtherance of the bond project(s).

Both parties acknowledge this Letter of Intent and agree to the details outlined herein. The undersigned have the authority to execute this Letter of Intent and have read and agree to comply with the above stated terms and conditions.

Mason Public Schools,

[Owner Representative],

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ATTACHMENT "B"

FAMILIAL DISCLOSURE STATEMENT

AFFIDAVIT OF _____
(insert name of affiant)

STATE OF MICHIGAN)
)ss
COUNTY OF _____)

_____ makes this Affidavit under oath and states as follows:

(insert name of affiant)

1. I am a/the:

- President
- Vice-President
- Chief Executive Officer
- Member
- Partner
- Owner
- Other (please specify) _____

of [insert name of contractor], a bidder for performance of pre-bond owner representative services for Mason Public Schools.

2. I have personal knowledge and/or I have personally verified that the following are all of the familial relationships existing between the owner(s) and the employee(s) of the aforementioned contractor and the school district's superintendent and/or board members:

3. I have authority to bind the aforementioned contractor with the representations contained herein, and I am fully aware that the school district will rely on my representations in evaluating bids for performance of pre-bond owner representative services.

4. I declare the above information to be true to the best of my knowledge, information and belief. I could completely and accurately testify regarding the information contained in this affidavit if requested to do so.

(signature of affiant)

Dated: _____

Subscribed and sworn before me in _____ County,
Michigan, on the ___ day of _____, 20__

_____ (signature)

_____ (printed)

Notary public, State of Michigan, County of _____

My Commission expires on _____

Acting in the County of _____

ATTACHMENT "C"

IRAN ECONOMIC SANCTIONS ACT CERTIFICATION

I am the _____ (title) _____ of _____ (bidder) _____, or I am bidding in my individual capacity ("Bidder"), with authority to submit a binding bid for the provision of pre-bond owner representative services for Mason Public Schools. I have personal knowledge of the matters described in this Certification, and I am familiar with the Iran Economic Sanctions Act, MCL 129.311, et seq. ("Act"). I am fully aware that the school district will rely on my representations in evaluating bids.

I certify that Bidder is not an Iran-linked business, as that term is defined in the Act. I understand that submission of a false certification may result in contract termination, ineligibility to bid for three (3) years, and a civil penalty of \$250,000 or twice the bid amount, whichever is greater, plus related investigation and legal costs.

(signature)

(printed)

(date)