



REQUEST FOR PROPOSAL

The School District of Hendry County
Superintendent's Office
Post Office Box 1980
LaBelle, FL 33975
(863)674-4642

**HENDRY COUNTY SCHOOL DISTRICT
REQUEST FOR PROPOSALS
FOR
TEACHER HOUSING IN
HENDRY COUNTY SCHOOL DISTRICT
CLEWISTON TWO STORY WHITE BUILDING**

RFP Issue Date: May 4, 2022

All written questions concerning this RFP shall be in writing and received no later than June 1, 2022 by 2:00 P.M.

All written questions must be addressed to Jessica Feliciano at FelicianoJ@Hendry-Schools.Net

**Request to Inspect Project Site: Contact Facilities Director, Anthony Busin
Phone: 863-674-4184 Email: busina@hendry-schools.net**

Response Proposal Deadline Date & Time: June 3, 2022 by 3:00 p.m.

Response Submission Information

Submitted electronically to FelicianoJ@hendry-schools.net
Email Subject Line: **Teacher Housing, Clewiston 2 Story White Building**

See Part 6 below for additional information regarding response submission and delivery.

SOLICITATION DESCRIPTION

Solicitation of Proposals to result in the selection of the **“Respondent”** who submits a combined response (**“Response”**) for the design, development, renovation, construction, construction financing, lease, operation (including property management) and maintenance of affordable teacher housing that is determined by Hendry County School Board (HCSD) to be the most advantageous to HCSD whereupon HCSD and the selected Respondent will enter into negotiations for, among other things, a long term ground/building lease build-to-suit and management agreement or agreements, which agreement or agreements (collectively, the **“Agreement”**), to be executed by HCSD and the selected Respondent, which Agreement will provide HCSD with affordable teacher housing on the Project Site.

Respondent hereby declares understanding, agreement, and certification of compliance to provide the terms and/or services and work at the prices quoted in accordance with all terms and conditions, requirements and specifications of the original Request for Proposal (**“RFP”**), as may be modified by any addenda thereto.

Signature Required: _____

Printed Name: _____

Title: _____

Email Address: _____

Phone Number: _____

Fax Number: _____

Respondent Name: _____

Mailing Address: _____

City, State, Zip Code: _____

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EXHIBIT LIST

- Exhibit A Site Plan for the Clewiston Two Story White Building
- Exhibit B Map and Building Image



PART 1 - INTRODUCTION, OVERVIEW, AND GOALS

Hendry County School District (HCSD) is located is a school district organized under and subject to the laws and constitution of the State of Florida. HCSD, located in Hendry County, Florida and is one of the largest employers in Hendry County with schools located on both sides of the county in both Clewiston and LaBelle.

HCSD consists of six elementary schools, two middle schools, two high schools, and two alternative learning academies. Enrollment consists of approximately 7,300 PreK through 12th grade students. HCSD's latest approved staffing plan includes approximately 1,000 administrative, certified, non-certified, and classified teachers and staff.

HCSD is issuing this Request for Proposals (“**RFP**”) to Respondents for the design, development, construction, design and construction financing, leasing, operation (including property management) and maintenance of affordable teacher housing, with affordable housing units to be constructed and designed within the Clewiston Two Story White Building (the “**Project Site**”) located at 475 E. Osceola Ave., Clewiston, FL 33440 to be provided by HCSD, the property site is generally depicted on the Site Plan(s) attached hereto as **Exhibit A** and made a part hereof.

HCSD RFP GOALS

- To attract and retain high caliber teachers
- To address the severe shortage of affordable workforce house for teachers in Clewiston, Florida; Hendry County.
- To create affordable teacher housing units located closer to the schools where HCSD teachers work.
- To provide rental housing units for designated teachers and staff at no more than 30% of their individual adjusted gross incomes.
- To ensure market competitiveness with regard to the total compensation package by adding affordable housing as another item in that package.
- To cause the development of the to-be-specified number of teacher housing units located on the Project Site, with all units given first priority to first and second-year teachers. After those needs are met, priority would then be given to other full-time public service employees such as Law Enforcement, Fire, EMS and other first responders.
- To partner with a developer and a developer team experienced in real estate, affordable housing, finance, construction, operation (including property management) and maintenance with the demonstrated experience and capacity to design, develop, construct, finance, lease, operate and maintain rental housing as well as knowledge and expertise in progress providing subsidy and service for such development.
- To comply with applicable law and regulations, in particular Florida law and constitutional law.
- To gain experience with respect to providing future teacher housing.
- To gain recognition as a school district for providing affordable teacher housing for HCSD teachers as serving a public purpose.

1.1 Request for Proposal Process

Real Estate development entities are invited to submit proposals with detailed plans for the Project (“**Proposal**”), such Proposals will be evaluated for their quality, alignment with desired goals,

financial viability, demonstrated Respondent's capability to deliver the Project on schedule, and whether in HCSD's opinion, the selected Proposal is the most advantageous to HCSD.

After the HCSD selects the preferred Response/Respondent through the RFP process, the next step in the process will be for the HCSD and the selected Respondent to negotiate and enter into an Agreement that sets forth, among other negotiated items, the terms and conditions thereof, including, without limitation, as regards: (i) design, (ii) development, (iii) construction, (iv) design and construction finance, (v) leasing, (vi) operation (including property management) and (vii) maintenance of the Project (hereinafter referred to as the "**Section 1.1 Requirements**"). The Agreement must also address timing and phasing. If necessary, the selected Respondent may be asked to modify some of the provisions in its Response to achieve HCSD Project goals.

If HCSD is unable to negotiate a satisfactory final Agreement with the first selected Respondent, HCSD may, at its discretion, terminate negotiations with that Respondent and undertake negotiations with the second most qualified Respondent, failing which, HCSD may, at its discretion, terminate negotiations with the Respondent, and undertake negotiations with the third most qualified Respondent, and so on. HCSD may also, in its sole discretion and at any time, cancel this RFP and otherwise proceed as determined appropriate by HCSD.

The Respondent who enters into a final Agreement with HCSD is hereinafter also referred to as the "**Developer**".

Part 2 – Project Scope

2.1 Introduction

Generally, the Project will consist of the Section 1.1 Requirements together with such other aspects as are inherent in an affordable housing development, with the recognition of the Project as specifically providing affordable housing units for rental to designated HCSD teachers (the "**Restricted Use**").

2.2 Development Opportunity

Respondents to this RFP must have, either itself or through use of others, the capability for addressing and meeting the Section 1.1 Requirements for the Project Site, and must specifically identify plans for implementation of each of the aforementioned Requirements.

The Developer will be responsible for ensuring that the Project Site is appropriately zoned and that all studies, reports, permits, approvals, and written agreements are satisfactory to HCSD, including, but not limited to, conditional use permits as may be required, condominium development approvals (if applicable), site plan approvals, plat/parcel map approvals, boundary/lot line adjustments, demolition, building and use permits, architectural approvals, environmental reports and permits, traffic studies and so forth, as required by the appropriate public or governmental authorities, have been finally adopted and/or obtained to permit the commencement and completion of construction and the ongoing operation of the Project, all in accordance with applicable law and said government permits and approvals.

The Developer will finance the design and construction of the Project and deliver to HCSD the affordable housing units constructed on the Project Site under a long-term ground/building lease arrangement to be proposed by the Developer in its Response to this RFP (see Part 3 below), with HCSD as the ground/building lessor. The final form of the lease will be negotiated with HCSD, with the affordable housing units ready to be rented by the Developer to HCSD's designated teachers, in

turn-key condition, subject to any recorded conditions, covenants and restrictions, as may be agreed upon by HCSD and the Developer prior to commencement of rentals to teachers.

HCSD's preferences regarding the long-term ground/building lease are (i) a renewable 30-year term, (ii) Respondent will lease the land/building from HCSD for \$1.00 a month.

HCSD will create a policy that determines which teachers will be eligible to rent the affordable housing units, and in which order of priority. As mentioned above, a goal of this policy would be to provide teacher housing units to first and second-year teachers at no more than 30% of their adjusted gross income.

The Project Site shall be used only for the Permitted Use, unless, in reaction to changing needs, economies, markets and other factors. Other uses are allowed, from time to time, as are in compliance with all then applicable governmental permits and approvals and all then applicable laws, and have been specifically agreed to in writing by both HCSD and the Developer.

The Developer will be the single point of accountability for the design, development, renovation construction, financing, lease operation (including property management), and maintenance of the Project, unless otherwise specifically agreed to in writing by HCSD and the Developer. HCSD and the Developer will collaborate to keep the design and construction on schedule and construction costs on budget.

In addition to HCSD's previously expressed right to terminate negotiations if HCSD is unable to negotiate a satisfactory final Agreement with the first selected Respondent, if a fatal flaw eliminates that Respondent, HCSD may, at its discretion, terminate negotiations with that Respondent, and undertake negotiations with the second ranked Respondent, failing which, HCSD may, at its discretion, terminate with that Respondent, and so on. HCSD may also, at any time, cancel this RFP and otherwise proceed as determined appropriate by HCSD.

A successful Proposal will comply with all applicable rules, standards and specifications of all applicable governmental regulatory agencies. The successful Respondent to this RFP must include a design professional who is or will be Florida licensed contractor at the time of execution of the Agreement. The successful Respondent must have the demonstrated ability to provide the services and work for a project of the size and complexity of this Project. The successful Respondent must provide evidence of financial stability and capability to fund and/or guarantee all costs associated with the Proposal. The successful Respondent shall comply with all applicable statutes relating to the licensure of architects and engineers. The successful Respondent will be required to timely post 100% performance and payment for the entire Project.

2.3 Developer's Responsibilities

The general scope of the Developer's responsibilities under the Agreement will be as follows:

- A. *Design:* Working with HCSD, the Developer will be responsible for the design of the entire Project with HCSD input and approval. The design will address unit size, design and materials used. The design must comply with all applicable codes and regulations.
- B. *Professional Services:* The Developer will provide all professional services necessary to the Project, to be more fully defined in the Agreement. Although not required, consideration will be given to Respondents who maintain professional licenses in one or more of the

disciplines of real estate, architecture, construction or finance (in particular municipal finance, or public-private finance).

- C. *Construction*: The Developer will be solely responsible for completion of the on-site construction of the Project, and all required (if any) off-site construction.
- D. *Finance*: The Developer will be responsible for the complete financing of the project.
- E. *Operation*: The Developer will be solely responsible for the operation (including property management) of the Project.
- F. *Maintenance*: The Developer will be solely responsible for the maintenance of the Project, and for completion of the affordable housing units' interior and tenant improvements, to be specified with particularity in the Agreement. The Developer will provide coordination with all trades as required and will work with HCSD Maintenance Director.
- G. *Environmental Documentation*: The Developer will be responsible for all aspects of the required Environmental Documentation to satisfy any federal requirements for the proposed Project Site. Copies of all Environmental Documentation received by the Developer will be provided to HCSD.
- H. *Appraisal*: The Developer will be responsible for all aspects of any required Appraisal and any Appraisal Review process and receiving any required governmental concurrence for the Appraisal. Copies of all Appraisals and Appraisal Review Documentation received by the Developer will be provided to HCSD.

HCSD RESERVES THE RIGHT TO ALTER THIS SCOPE OF DEVELOPER'S RESPONSIBILITIES TOGETHER WITH THE RIGHT TO NEGOTIATE FINALE DEVELOPER PROJECT TEAM MEMBERS.

Part 3 – Format Submission Instructions

3.1 Proposal Format

Response to this Request for Proposal (RFP) should follow the format described in this section. The required elements should be presented clearly and briefly and be supported by any necessary attachments regarding individual components. Proposals shall be prepared on standard 8 ½" x 11" letter sized paper, where applicable.

Proposals should be indexed and organized in the following order:

1. *Cover Letter* – The cover letter must be signed by the principal of the development entity.

- a. Must state that the development entity is willing to develop, has the financial capacity, and has the experience and staff to develop the Project in the manner described in the proposal;
 - b. Must state which entity or person will be guaranteeing the performance of the development entity should an agreement be negotiated and signed;
 - c. Must state a comprehensive listing of all the services and work to be provided;
 - d. Must detail any exceptions to the RFP (please note, that significant exceptions that may make the Proposal non-responsive); and
 - e. Must state that all of the information contained in the cover letter and the Proposal are true and correct.
2. *Title Page* – The title page showing the RFP’s subject, the development entity’s name, address, telephone and fax numbers of the contact person(s) and the date of the proposal.
 3. *Table of Contents* – A table of contents outlining and indexing the contents of the Proposal.
 4. *Proposed Design Plan* – The drawings and/or outlines made for the benefit of constructing the affordable teacher housing units.
 5. *Proposed Development Plan* – Proposed Development Vision and Programming with proposed schedule.
 6. *Proposed Construction Plan* – To the extent not included as the Development Plan, the plan for construction of the Project, from design to building completion, including, without limitation, activities, resources, schedule and budget.
 7. *Financial Proposal* – Proposed Financial Proposal – To be clearly identified and submitted separate from the rest of the Proposal.
 8. *Appendix* – Supporting Schedules and information.
 9. *Financial Statements* – Include last three (3) years of financial statements and independent CPA reports if applicable.

3.2 Use of Subcontractors/Partners

There may be areas for use of subcontractors or partners in this Project. If subcontractors or partners are utilized, the Response must list the subcontractors/partners, their area(s) of expertise, and include all other applicable information herein requested for each subcontractor/partner. Please keep in mind that HCSD will contract solely with the selected Developer entity; therefore subcontractors/partners remain the sole responsibility of the selected Developer entity.

Part 4 – Proposal

4.1 Proposed Development Vision and Program

Based on the proposed Project Site, Responses should describe the development program with details on the affordable housing units (and square footage of each unit), and the square footage of any other proposed facilities and amenities.

Responses should describe the architectural design characteristics and type/quality of building materials, based on conceptual-level design studies, and should provide a site plan, 2-3 elevations and up to 3 renderings of the Project Site depicting its front entry. Drawings should indicate the building entrances, parking and driveway locations, pedestrian ways and major building features (such as service areas, outdoor space, landscaping features, etc.). Typical floor plans should be provided.

If development is intended to be phased, the Response should clearly describe the project development program for each phase, the proposed and financing structure and the anticipated timing of each phase.

To the extent not already provided in the foregoing, Responses should include the following information:

- Project Site location and map.
- Survey of the Project Site
- Utility locations on and adjacent to the Project Site, if available
- Geotechnical Report, if available
- Environmental Phase I and II reports, if available
- Describe how the Project will meet HCSD goals and objectives
- Describe how the Project will meet HCSD affordable teacher housing specifications
- Description of how the Project will integrate with the surrounding areas
- If known, the status of the development of the Project Site, governmental approvals (if needed), access, zoning, etc.
- Description of how the development entity will navigate the political issues that are a part of any affordable housing development
- Potential design or construction challenges and possible responses to the same
- Description of how the Respondent will manage risk both during the design/construction phases, as well as during the overall life of the Project.

4.2 Conceptual Financial Structure/Financial Stability

HCSD seeks creative as well as practical Proposals, and reserves the right to consider any arrangement proposed.

For the arrangement proposed, Responses should include the following information to be clearly identified and submitted separate from the rest of the Proposal.

- If not previously provided, a conceptual financial structure, including public and private sources of funding, with: an outline of any required or proposed governmental involvement (tax increments, etc.), making it clear whether the Response is contingent on such involvement; a listing of any other contingencies to the willingness to proceed to the development (such as economic recovery, financing, required, level of equity and debt); and the structure of any personal and entity guarantees. A "basic" pro forma may strengthen a Response. Letters from financial institutions describing prior credit relationships and anticipated parameters for lending on the proposed Project may strengthen a Response.
- Evidence of the Respondent's financial capability to undertake the Project. Evidence should cover the last five (5) years. If a Response is being submitted by a joint venture of two or more entities, financial capability evidence for each such entity shall also be submitted. Suitable evidence documentation includes audited or reviewed financial statements, partnership or corporation tax returns, bank or financial institution commitments, or other verifiable information demonstrating financial stability necessary to support a project of this size. Submission of a Response shall be deemed consent given to HCSD, its assigns, agents or employees, to confirm all such

information that is provided in the Response.

- The rent amount, or methodology for reaching a rent amount for the building/ground lease from HCSD.
- The rent amount, or methodology for reaching a rent schedule for the rental of the affordable teacher housing units to teachers, and how the rent amounts fit into the Respondent's financing plan for the Project.
- How the Project will be financially feasible to the Respondent.
- If applicable, any joint venture structure for the proposed development and financial capability evidence for each entity comprising the joint venture.

4.3 Project Schedule

Provide a Project Schedule for the development and construction process, starting from the full execution of the Agreement and ending with construction completion (subject to minor punch list items that do not prevent occupancy) of the affordable teacher housing units. Describe general assumptions built into the Project Schedule, Project milestones and decision-points.

Provide a Project Schedule for the development and construction process, starting from the full execution of the Agreement and ending with construction completion (subject to minor punch list items that do not prevent occupancy) of the affordable teacher housing units. Describe general assumptions built into the Project Schedule, Project milestones and decision-points.

4.4 Best Value Approach

The Respondent is encouraged to propose any combination of deal structure. HCSD will analyze each Proposal to determine the fairness and advantage to HCSD of the Proposal including an analysis of any risk to be assumed by HCSD. HCSD will evaluate the Proposals on a number of criteria as determined by HCSD and may select a Proposal that, in the opinion of HCSD, is overall the strongest.

4.5 Conditions of Submittal

- All prospective Respondents shall comply with the requirements and conditions contained in this RFP.
- A representative of the prime Respondent development entity that has contractual authority must sign the written Responses to this RFP and the forms and certification required to be submitted therewith.
- By submitting a Response, Respondents and any subcontractors, partner or sub-consultants identified in the Response are deemed to have agreed that they will comply with all pertinent federal, state and local regulations related to the Project.
- All costs incurred in the preparation and presentation of the Response shall be borne solely by the Respondent, without contribution from HCSD.

4.6 Insurance Requirements

- The successful bidder will be required to demonstrate the following insurance coverage:
- Commercial General Liability, Bodily Injury and Property Damage, including Contractual Liability and Products/Completed Operations Liability without explosion, collapse and underground (XCU) exclusions eliminated to be determined.

- Workers Compensation - Florida Statutory coverage and Employers Liability of not less than \$1,000,000.
 - Automobile, Bodily Injury and Property Damage Liability to be determined.
 - Pollution Liability to be determined.
 - Builders Risk - During the course of construction renovation, Builders Risk insurance is required on a completed value basis against all risks of physical loss, covering the replacement cost value of work performed and the equipment, supplies and materials.
 - Professional Liability Coverage with a minimum limit of \$1,000,000.
- All policies shall contain a Waiver of Subrogation as applicable.

HCSD should be listed as an Additional Insured on all policies as applicable. The foregoing coverages shall be secured from insurers and on forms of policies acceptable to HCSD and shall include provisions that such insurance cannot be canceled, nor its limits reduced without at least 30 days prior written notice to HCSD.

Before beginning work under the Agreement, and at all times thereafter during the term of the Agreement, the Developer shall furnish copies of all insurance policies and extensions, renewals, or replacements thereof, or such other proof of insurance acceptable to HCSD in the form and format requested by HCSD, showing that all such insurance is in effect, and if any such insurance expires or is canceled before all work under the Agreement has been completed, shall provide like evidence of the extension, renewal, or replacement therefore before such insurance expires or lapse.

In the event that the Respondent fails to maintain and keep in force the insurance coverage as herein provided, HCSD shall have the right to cancel and terminate the established Agreement forthwith and without notice. The Respondent shall bear full responsibility for all risk of loss from equipment damage, and money or product loss resulting from vandalism or theft. The Respondent shall not in any manner penalize HCSD for any such losses.

Respondent further agrees to hold HCSD harmless and will indemnify HCSD during the term of the agreement for any and all claims made related to and arising from any and all services and/or work performed and/or in any way arising out of the terms of the Agreement. Respondent further understands that all of its obligations regarding insurance coverage (as set forth above) including but not limited to its obligation to provide additional insured status and coverage through its general liability carrier with limits up to \$1,000,000 as well as its obligation to hold HCSD harmless and indemnify it for any and all claims arising during the Agreement period are essential tenets of any anticipated contract or Agreement between the parties.

Part 5 — Evaluation/Selection

5.1 Evaluation/Selection Process

The selection of the successful Respondent will be based upon a determination by the HCSD Evaluation Committee that the qualification and Proposal set forth in the Respondent's Responses are the most advantageous to HCSD.

The HCSD Evaluation Committee will perform the overall evaluation process. The committee's members will review, discuss, and evaluate each Response properly and timely submitted. HCSD reserves the right to require (i) confirmation of information furnished by a Respondent, (ii) additional evidence of qualifications to perform the services and work, or (iii) information from any source that has the potential to improve the understanding and evaluation of the qualifications and Proposal. The Evaluation Committee may, at its own discretion, accept submissions as it deems to be in the best public interest and in furtherance of the

purposes of the Project, or it may proceed with further selection processes, or it may reject any and all submissions.

Interviews with Respondents may be conducted at the Evaluation Committee's sole discretion. The Evaluation Committee will make its recommendations to the HCSD School Board, who will ultimately select the successful Respondent.

5.2 Criteria

The following factors will be used in the evaluation of Proposals. The interpretation and application of the evaluation criteria is at the sole discretion of HCSD. If HCSD's Evaluation Committee believes that information contained in any Proposal is inaccurate, the committee reserves the right, after requesting clarification from the Respondent, to adjust the data for purposes of evaluation, or to reject the Response as non-responsive.

HCSD will evaluate the submitted Responses on the basis of the following criteria in descending order of importance:

1. Proven ability of the Respondent and its Project Team
 - Demonstrated ability to secure all Project financing (debt and equity)
 - Capacity to achieve the Project development and Project Schedule
 - Historic ability to complete projects of similar scale
 - Success in working in public/private partnerships
2. Scope and Quality of Development Proposal
 - Quality of design and building materials
 - Ability to meet the Section 1.1 Requirements.
 - Distinctiveness and overall quality of the Project
3. Financial and Business Terms Proposed
 - Feasibility of financing structure — private financing and equity contribution
 - Public financial investment — requested terms/amount minimizes public resources Degree to which the Proposal increases HCSD competitive advantage
 - Attractiveness of the terms and conditions of the business offer to HCSD

5.3 Post Selection Process

5.3.1 Letter of Intent

HCSD and the first selected Respondent shall promptly commence negotiations for items selected for negotiation and shall enter into a letter of intent in which the development entity will undertake the planning for the development provided that a development agreement has been negotiated and signed, and approvals and financing for the development are obtained within six (6) months. During the 6-month time frame, the development entity will diligently pursue obtaining approvals and financing for the development. At HCSD's sole option, the letter of intent may be extended for an additional three (3) months if the development approval process is close to conclusion and moving forward expeditiously.

5.3.2 Agreement

While the development entity is obtaining approvals for the development, it will be negotiating with HCSD for the final terms, conditions and form of the Agreement. Among other things, the

Agreement may include the business arrangement between HCSD and the developer entity as well as covenants, conditions and restrictions, etc., as required to provide HCSD assurance that the Project will be developed and used in accordance with the Agreement. A goal of the negotiations would be to agree upon a restriction that would preserve the affordability of the Project's rental units for the term of the ground/building lease.

5.3.3 Agreement Approvals

Prior to signing a binding Agreement, the following must be obtained:

1. Developer must obtain any required government environmental approvals for the Project Sites and the Project; and
2. Agreement must have Approval by the HCSD School Board

Part 6 - Inquiries, Submissions, Deadlines and Addenda

6.1 Availability of RFP Packets

Packets are available at HCSD's Finance offices. If a potential Respondent is outside of the area or out of state, qualification packets may be downloaded from HCSD's website at: www.hendry-schools.org.

6.2 Delivery of Response to HCSD

Following are the Response requirements for this RFP:

- All specific Response items represent the minimum information to be submitted.
- Deletions or incomplete Responses in terms of content or aberrations in form may, at HCSD's discretion, render the Proposal non-responsive.
- Electronic Proposals must be received no later than: Due Date: June 9, 2022, by 3:00 p.m. Eastern Standard Time
- Proposals received after this date and time will not be considered for award.

Please note, **ONLY ELECTRONIC RFP RESPONSES WILL BE ACCEPTED.**

Instructions for electronic submittal:

Email the RFP Response to Jessica Feliciano, FelicianoJ@hendry-schools.net. Submit the RFP Response to this email only — please do not email to multiple people. Only emails sent to Jessica Feliciano, FelicianoJ@hendry-schools.net will be considered as responsive to the request for Proposals. Emails sent to other District emails may be considered as non-responsive and may not be reviewed.

Proposals shall be submitted in a single Microsoft Word or PDF file under 50MB.

"AFFORDABLE TEACHER HOUSING — RFP" must be entered in the subject line of the RFP submittal email.

Late Proposals will not be accepted. It is the responsibility of the Respondent to ensure that the Proposal is electronically received by HCSD on or before the Proposal due date and time.

6.3 Inquiries, Correspondence, Requests for Changes or Clarification

Respondents shall notify HCSD of any ambiguity, inconsistency, or error that may be discovered upon examination of this RFP. All written questions concerning this RFP shall be in writing and received no later than June 1, 2022 by 2:00 P.M. All written questions must be addressed to Jessica Feliciano at FelicianoJ@Hendry-Schools.Net.

6.4 Addenda

All modification, interpretation, correction or changes to this RFP shall be made only by written addenda issued by HCSD. Interpretations, corrections, or changes of this document made in any other manner will not be binding and Respondents shall not rely upon such interpretations, corrections, or changes. If HCSD determines any changes are necessary an addendum will be issued incorporating any changes that have been approved. All Addenda will be issued electronically via email to all Respondents of record and posted on the HCSD website. Any Respondent who contacts and receives information regarding this RFP from any other source risks disqualification for violation of the procedures established to ensure that this RFP is conducted fairly and equitably. Verbal instructions, interpretations, and changes shall not serve as official expressions of HCSD and shall not be binding.

All Addenda will be posted at the HCSD website www.hendry-schools.org. *The Respondents shall bear full responsibility for making themselves aware of the existence of any addenda.* HCSD will assume no responsibility for Respondent's failure to become aware of any Addenda. Respondents must consider all addenda and any/all resulting Respondent adjustments or other changes resulting from said addenda as applicable for their Responses.

6.5 Public Records/Confidential Information

All submittals, including bids, qualifications, and any other information provided by a Respondent may be considered a public record and, except as noted below, will be available for inspection and copying by any person after execution of the Agreement. Any information submitted to HCSD is subject to release as provided for by Florida's Government-in-the-Sunshine Law under Chapter 286 of the Florida Statutes. HCSD will take reasonable efforts to protect any information marked "confidential", to the extent allowed by Florida's Sunshine Law. Confidential information should be clearly identified in a cover letter submitted with a Response. It is requested that confidential information be clearly identified as such and delivered separate from all other items in a Response to minimize the risk of accidental copying and release. Confidential information will be returned to an unsuccessful Respondent upon request after execution of the Agreement with the successful Respondent. It is understood, however, that HCSD shall have no liability for disclosure of such information. Further, even if identified and delivered separately, any proprietary or confidential information contained in or within any Response is subject to potential disclosure.

6.6 Late Responses

Responses received after the Response Deadline Date & Time indicated herein may be deemed non-responsive by HCSD. Requests for extensions of the Response Deadline Date & Time will not be granted unless approved by the HCSD Evaluation Committee. It is the Respondent's responsibility to ensure that Responses arrive before the Response Deadline Date & Time. HCSD reserves the right to reject any Response received after the Response Deadline Date and Time.

6.7 Withdrawal or Modification of Responses

Responses may not be modified after the Response Deadline Date & Time. A Respondent may withdraw its Response before the Response Deadline Date & Time upon written request of a person authorized to act on behalf of the Respondent.

Part 7 – Schedule of Events

RFP Process	Date Due
RFP Issue Date	May 4, 2022
Deadline for Receipt of Written Questions on RFP	June 1, 2022 by 2:00 p.m. EST
Response Proposal Deadline Date & Time	June 9, 2022 by 3:00 p.m. EST

The above dates are tentative and subject to change at HCSD’s discretion. Any changes to the Schedule of Events will be posted to HCSD’s website at www.hendry-schools.org.

Part 8 - RFP Terms and Conditions

All Responses, supporting materials and correspondence submitted pursuant to this RFP shall become the property of HCSD. Any proprietary information contained in the Response should be so indicated; provided, however, that a general indication that the entire contents, or a major portion, of the Response is proprietary will not be honored. The following terms and conditions shall also apply.

8.1 Respondent Responsibility

HCSD has made every attempt to provide all information needed to thoroughly understand the Project's terms, conditions, and requirements. By submitting a Response, a Respondent represents that it has investigated and agreed to all such terms, conditions and requirements.

8.2 Applicable Requirements

All applicable Federal and State of Florida laws, City of Clewiston, and Hendry County ordinances, licenses and regulations of all agencies having jurisdiction shall apply to the Respondents throughout and incorporated herein.

8.3 Licenses

Professionals requiring special licenses must be licensed in the State of Florida, and shall be responsible for those portions of work as may be required by law.

8.4 Financial Review

HCSD shall be able to request satisfactory evidence that they have the necessary financial resources to accomplish the requirements of the RFP.

8.5 Additional Terms and Conditions

HCSD reserves the right to not consider any additional RFP terms or conditions submitted by a Respondent, including any appearing in documents attached as part of a Respondent's Response. In signing and

submitting its Response, each Respondent agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, may be deemed by HCSD to be of no force or effect. Failure to comply with HCSD's terms and conditions applicable to this RFP, including those specifying information that must be submitted with a Response, may serve as grounds for HCSD's rejection of a Response, in whole or part, as determined appropriate by HCSD.

8.6 Experience and Qualifications

HCSD reserves the right to require a Respondent to substantiate that the Respondent and any of its proposed sub-Respondents have the skill, experience, licenses, necessary facilities, and financial resources to perform the work required in a satisfactory manner and within the required time.

8.7 HCSD Prerogative

HCSD reserves the right to contract with any single Respondent responding to this RFP (without performing interviews), based solely upon its evaluation and judgment of the Respondent in accordance with the evaluation criteria. This RFP does not commit HCSD to negotiate the Agreement, nor does it obligate HCSD to pay for any costs incurred in preparation and submission of a Response or in negotiation of the Agreement. HCSD reserves and holds at its discretion the following rights and options in addition to any others provided by HCSD: (i) to reject any or all of the Responses; (ii) to issue subsequent requests for qualifications/Proposals; (iii) to elect to cancel the entire RFP at any time, without penalty; (iv) to waive informalities and irregularities in Responses received without waiving other requirements; (v) to approve or disapprove the use of proposed sub-Respondents or sub-consultants; and (vi) to negotiate with any, all, or none of the Respondents to this RFP.

8.8 Nondiscrimination

Neither HCSD nor any Respondent will discriminate with regard to race, color, creed, national origin, religion, sex, age, marital status or disability.

8.9 Request for Copies of Respondent's Proposals

Copies of the Respondent's Response can be viewed at HCSD administrative offices in LaBelle, Florida once an Agreement has been issued and signed by both parties. If a requester prefers to have a copy of the Response mailed, it will be up to the requestor to provide for mailing costs. Per Florida Statutes and Hendry County School Board policy, the cost is \$.15 per page, one-sided; \$.20 per page, two-sided for hard copies of reports or other documents. If the time required to produce the Public Records will take longer than fifteen (15) minutes, the District charges for the staff time to do the work (the hourly rate of the person[s] doing the work.) Also, if the documents are to be reviewed, the review must be done under the supervision of District staff. If the total amount of time to review the documents takes longer than fifteen (15) minutes, per Florida Statutes the cost will be the hourly rate of the staff member supervising the review.

If a requester prefers to have a copy e-mailed, it will be up to the requestor to provide an email return address and to confirm receipt. These requests should be directed to HCSD's Contact person identified above.

8.10 Issuing Office

HCSD's contact name listed herein is to be the sole point of contact concerning this RFP. Respondents shall not directly contact other personnel regarding matters concerning this RFP or to arrange virtual meetings related to such.

8.11 Official Means of Communication

All official communication from HCSD to Respondents will be via email from the Finance Department.

8.12 Modification or Withdrawal of Proposals

Proposals may be modified or withdrawn by the Respondent prior to the established due date and time. Modifications or withdrawals will not be accepted after the established due date and time.

8.13 Acceptance of RFP Terms.

A Proposal submitted in a Response to this RFP shall constitute a binding offer. The autographic signature of a person who is legally authorized to execute contractual obligations on behalf of the Respondent shall indicate acknowledgment of this condition. A submission in response to this RFP acknowledges acceptance by the Respondent of all terms and conditions as set forth herein. A Respondent shall identify clearly and thoroughly any variations between its Proposal and the RFP in the cover letter. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP. The contents of the Response (including persons specified to implement the Project) of the successful Respondent will become contractual obligations into the award. Failure of the successful Respondent to perform in accordance with these obligations may result in cancellation of the award and such Respondent may be removed from future solicitations.

8.14 Negotiation of Award

In the event only one (1) responsive Proposal is received by HCSD, HCSD reserves the right to negotiate the award for the services with the Respondent submitting the Proposal in lieu of accepting the Proposal as is.

8.15 Support Personnel

Respondents must provide in its Proposal a description of the support personnel available to assist HCSD in the implementation of the Agreement. This information shall include the name of an individual employed by the Respondent who will serve as the contact person for HCSD.

8.16 Contract Compliance

A system of contract administration shall be maintained by HCSD to assure Respondent's compliance with the terms, conditions, and specifications of the Agreement and the bid specifications incorporated therein. Respondent agrees to cooperate fully with HCSD in this contract compliance system.

8.17 Risk and Indemnification

During the progress of the Project work, the Respondent shall assume all risk and bear all loss occasioned through neglect, negligence or accident, caused or contributed to by its personnel. The Respondent hereby assumes the entire responsibility and liability in and for any and all damages and/or injuries of any kind or nature whatsoever, to all persons, whether employees or otherwise, and to Project Site, arising out of or resulting from the services as herein set forth and provided by the Respondent, and for any and all damages

and/or injuries of any kind which shall occur in connection therewith. The Respondent shall indemnify, defend, protect and hold harmless HCSD, its agents, servants and employees for, from and against any and all losses, expenses, including legal fees and disbursements, damages and/or injuries arising out of or resulting from or occurring in connection with the execution of the Project work.

8.18 Interruption of Performance

The Respondent recognizes and acknowledges that riots, war, public calamity, fire, tropical storm, hurricane, earthquake, Acts of God, pandemic, epidemic, government restriction, labor disturbance, or strike may result in interruption or cessation of performance of the Agreement. In such event, and with the exception of monies already due and owing, both parties' obligations shall be suspended and excused to the extent commensurate with such interfering occurrence.

8.19 Choice of Law

The Agreement will be interpreted in accordance with the laws of the State of Florida.

The remainder of this page intentionally left blank.

Part 9 – Addenda Acknowledgement

Respondent acknowledges receipt of the following addenda:

Addenda #	Date
1.	
2.	
3.	
4.	
5.	
6.	

The remainder of this page intentionally left blank.

Exhibit A

Site Location: 315 N San Pedro St., Clewiston, FL (A.K.A. 475 E. Osceola Avenue) 33440

Parcel ID: 3 34 43 01 010 0123-001.0

Property ID: [33088](#)

Brief Legal Description: Clewiston BLK 123

Sec/Twp/Rng: 01-43-34

Acreage: 5.051

Exhibit B

Map



Building

