

**Bayard Public Schools  
(Morrill County School District No. 62-0021)**

**Request for  
Statement of Qualifications and Bid Proposals**

**for**

**Professional Architectural or Engineering Services Relating to:**

**Bayard High School Backup Generator Installation Project  
under the Nebraska Emergency Management Agency  
Hazard Mitigation Grant Program**

**Issue Date: July 15, 2020**

Contact:

Dr. Travis Miller, Superintendent of Schools  
(308) 586-1325

[Travis.miller@bayardtigers.org](mailto:Travis.miller@bayardtigers.org)

## **FORM OF NOTICE**

### **REQUEST FOR STATEMENT OF QUALIFICATIONS and BID PROPOSALS**

Bayard Public Schools is soliciting written Statement of Qualifications and Bid Proposals from architectural and/or engineering firms to provide professional services related to the installation of a Backup Generator under the Nebraska Emergency Management Agency Hazard Mitigation Grant Program.

All submittals must be received by Bobbie Stuart, Bookkeeper, Bayard Public Schools, 726 4<sup>th</sup> Avenue, Bayard, Nebraska 69334 prior to 3:00 p.m. on August 31, 2020. Submittals must be in a sealed envelope plainly marked "Statement of Qualifications, Professional Services for Backup Generator Project". Inquiries shall be addressed to Dr. Travis Miller, Superintendent of Schools, (308) 586-1325. A copy of the Request for Qualifications and Bid Proposals document may be obtained from the Bookkeeper at the above address.

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## **1. INTRODUCTION**

Morrill County School District No. 62-0021, commonly known as Bayard Public Schools (the “School”) is soliciting written Statements of Qualifications and Bid Proposals (each, a “Proposal”) from a qualified person, firm, or corporation (the “Consultant”) to provide professional architectural and/or engineering services related to the installation of a Backup Generator at the School (the “Project”) which is being funded in part by the Nebraska Emergency Management Agency Hazard Mitigation Grant Program.

## **2. SCOPE OF SERVICES**

1. Specifying requirements of the Backup Generator.
2. Consulting with the School regarding the means and necessary steps for proper installation of the Backup Generator.
3. Preparing any necessary construction/installation drawings and specifications detailing the work to be performed by any contractor for the Project.
4. Preparing any necessary bid documents for soliciting contractors, equipment, or materials for the work.
5. Inspecting the Backup Generator and other equipment and materials upon delivery.
6. Performing site inspections for the Project and overseeing the performance of any contractors.
5. Reviewing and approving pay applications from any contractors.
6. Approving the proper completion of the Project.
7. Consulting with the School regarding the operation and maintenance of the Backup Generator.

## **3. INQUIRIES AND CORRECTIONS**

All inquiries relating to this Request shall be addressed to:

Dr. Travis Miller, Superintendent of Schools  
726 4<sup>th</sup> Avenue, Bayard, Nebraska 69334  
(308) 586-1325.

If a proposing Consultant, prior to submitting a Proposal, finds discrepancies in, or omissions from this Request, or would like clarification, then the proposing Consultant shall make a written request for interpretation and submit it to the address specified above.

Any interpretation of, or change made to, this Request will be made by written addendum to each proposing Consultant, and shall become part of the Request for any contract awarded. The School will not be responsible for the accuracy of any oral explanations.

All inquiries shall be made in writing and all responses will be provided in writing, with copies being sent to all proposing Consultants. To be given consideration, inquiries must be received by the School at least 10 calendar days prior to the date established for the opening of the Proposals.

It is the responsibility of each proposing Consultant to verify that every addendum has been received prior to submitting Proposals.

#### **4. SUBMITTAL DATE, LOCATION, AND OPENING**

<b>Activity</b>	<b>Dates</b>
Proposal Document Available	<b>July 15, 2020</b>
Proposals Due/Opened	<b>August 31, 2020</b>
Evaluation of Proposals	<b>September 1, 2020</b>
Interviews	<b>September 9, 2020</b>
Board Approval of Contract	<b>September 14, 2020</b>

All Proposals must be received by Bobbie Stuart, Bookkeeper, Bayard Public Schools, 726 4<sup>th</sup> Avenue, Bayard, Nebraska 69334 prior to 3:00 p.m. on August 31, 2020.

Proposals must be submitted in a sealed envelope plainly marked "Statement of Qualifications, Professional Services for Backup Generator Project." Proposals will be evaluated utilizing the evaluation criteria outlined below. Interviews of selected Consultants may be conducted. Final approval of a contract with the selected Consultant will be given by the Bayard Public Schools Board of Education.

#### **5. LATE AND TELEPHONIC PROPOSALS**

Late Proposals will not be accepted under any circumstances. Any Proposal received late shall be returned to the proposing Consultant unopened. Telegraphic and/or Proposals sent by electronic devices are not acceptable and will be rejected upon receipt.

#### **6. CONDITIONS OF PROPOSAL SUBMITTAL**

The Proposal must be signed by a duly authorized official of the proposing Consultant submitting the Proposal.

The School reserves the right to (1) reject any and all Proposals; (2) to waive any formalities or informalities contained in any Proposal; and (3) to award the contract as the Board of Education, in its sole discretion, deems to be in the best interest of the School. The School will only award the contract to a responsible Consultant possessing the ability to perform the work successfully under the terms and conditions of this Request.

The School will not award a contract to any party listed on the government-wide exclusions in the System for Award Management (SAM), in accordance with OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp.. p. 189) and 12689 (3 CFR part 1986 Comp.. p. 285), "Debarment and Suspension."

The School will not return Proposals or other information supplied to it by any proposing Consultant.

## **7. PROPOSAL ELEMENTS AND FORMAT**

Proposals shall contain all information as requested below and any additional information necessary to summarize the overall benefit of the Proposal to the School. Proposals shall include, but do not need to be limited to, the following:

1. A cover letter stating the name, address, and telephone number of the proposing Consultant, with the signature of the person having the authority to make the Proposal for the Consultant and bind the Consultant in a formal contract with the School.
2. A response that defines the methods and means by which the proposing Consultant will perform the services.
3. An outline of timing to provide each task outlined in the Scope of the Work.
4. The qualifications of the Consultant.
5. The frequency the Consultant expects to be on site.
6. The work, if any, which will be subcontracted by the Consultant.
7. The price proposed for the services, whether a flat rate, an hourly rate, or other rate structure. If the proposed price is other than a flat rate, the Consultant shall give (a) an estimate of total cost to the School, which shall include the Consultant's costs and all subconsultants' costs, and (b) a ceiling price that the Consultant exceeds at its own risk. The Consultant shall also provide a list of hourly rates that would be charged for additional service outside the scope of work identified above, if any.
8. A list of at least three (3) references for which similar services have been provided. Include contact names, addresses, and telephone numbers.
9. Any other information which the proposing Consultant deems relevant to the evaluation criteria outlined below.

Submittal of the Proposal shall constitute as certification that the Consultant has full knowledge of the scope, nature, quality, and quantity of the work to be performed, and the detailed requirements and conditions under which the work is to be performed.

## **8. EVALUATION OF PROPOSALS**

The Board of Education shall evaluate the proposals based on the evaluation criteria outlined below.

The School may make a selection on the basis of the Proposals received or may choose to interview some or all of the prospective Consultants.

The Consultant selected for the contract will be chosen on the basis of the apparent greatest benefit to the School, and not necessarily on the basis of lowest price.

Proposals shall be evaluated based on the following criteria with the relative importance of the criteria indicated below:

1. Professional qualifications necessary for satisfactory performance. (100 points)
  - Project manager and key team members are qualified to perform the scope of the work.
2. Specialized experience and technical competence in the type of work. (10 points)
  - Consultant has provided comparable projects they have been involved with.
  - Consultant has worked on a NEMA or FEMA funded projects or similarly funded projects.
3. Past performance on similar projects. (10 points)
  - Past performance evaluations or references.
  - Integrity and compliance with public policy.
4. The capacity to accomplish the work in the required time. (10 points)
  - Consultant has adequate staff for this work.
  - Financial and technical resources.
  - Current workload of the Consultant.
5. Understanding of the project. (10 points)
  - Consultant has demonstrated understanding of key elements of the work.
  - Consultant has provided comparable work they have been involved with.
6. Approach to the project. (10 points)
  - Consultant has recognized and identified special circumstances.
  - Consultant has provided logical approach to tasks and issues.
8. Price. (10 points)

## **9. GENERAL REQUIREMENTS OF THE SELECTED CONSULTANT**

The School will enter into a contract with the selected Consultant, which will include, but not be limited to, the following general requirements:

- All professional services including consultation, investigation, evaluation, planning, design, etc., must be performed by a Professional Architect or Engineer licensed to practice in the State of Nebraska.
- Services performed by the Consultant shall be to the same standard achieved by other architects or engineers performing similar work in similar locations.
- The Consultant shall be prohibited from assigning or subcontracting the work or any part of the work without the prior written consent of the School.

- The Consultant shall not hire, discharge, promote, demote, or otherwise discriminate in matters of compensation, terms, conditions, or privileges of employment against any person otherwise qualified solely because of race, creed, sex, national origin, ancestry, physical or mental disability, color, or age.
- The Consultant and its employees will operate as an independent contractor and will not be considered employees of the School.
- All documents prepared by the Consultant relating to this Project, including plans, tracings, drawings, estimates, specifications, field notes, investigations, studies and reports shall become the property of the School and be delivered to the School upon completion of the Project.
- The Consultant shall indemnify and hold harmless the School, and its officials and employees, from and against all liability, claims, demands, and expenses, including court costs and attorney fees, on account of any injury, loss, or damage, which may arise out of or in any manner is connected with the work to be performed, if such injury, loss, or damage is caused in whole or in part by, or is claimed to be caused in whole or in part by, the negligent act or omission, error, professional error, mistake, accident, or other fault of the Consultant, subcontractor of the Consultant, or any officer, employee, or agent of the Consultant.
- The Consultant will secure and maintain during the duration of the Project a policy of professional liability insurance protecting the Consultant and its employees in an amount not less than \$1,000,000. The Consultant shall also maintain in effect a policy for worker's compensation insurance in the amount required by Nebraska Law. All policies will need to be secured from an insurance company authorized to do business in the State of Nebraska. The Consultant will also secure and maintain an insurance policy or policies in an amount of not less than \$1,000,000 which protects it and the School from damages resulting from the Consultant's conduct. The Certificate of Insurance shall specifically name the School as an additional insured party. The Consultant may not start work until evidence of all required insurance has been submitted and approved by the School.
- The Consultant will at all times comply with all applicable regulations, policies, procedures, and directives of FEMA and NEMA.
- The Consultant shall provide to the School, NEMA, FEMA, and the Comptroller General of the United States or any of their authorized representatives access to any books, documents, papers, and records of the Consultant which are directly or indirectly pertinent to the Project for the purposes of making audits, examinations, excerpts and transcriptions.
- The Consultant shall maintain all books, records, accounts and reports related to the Project for a period of not less than 3 years after the later of (a) the termination or expiration of the contract or (b) the date the School makes final payment under the contract, except in the event of litigation or settlement of claims arising from the performance of the contract, in which case, the Consultant shall maintain such books, records, accounts and reports until the School, NEMA, FEMA, the Comptroller General or any of their duly authorized representatives have disposed of such litigation, appeals, claims, or exceptions related thereto.

- The Consultant shall represent and warrant that it is not debarred, suspended or otherwise excluded from or ineligible for participation in Federal Assistance Programs under Executive Order 12549, “Debarment and Suspension.” The Consultant shall agree that neither the Consultant nor any of its third party subcontractors or subconsultants will enter into any third party subcontracts for any work under the contract with a subcontractor or subconsultant who is debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs under Executive Order 12549.
- The contract will include the equal opportunity clause provided under 41 CFR 60-1.4(b) in accordance with Executive Order 11266 in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964–1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
- The Consultant shall comply with the Copeland “Anti-Kickback” Act (18 U.S.C. 874) as supplemented in Department of Labor Regulations (29 CFR Part 3).
- The School will have the option to terminate the contract for convenience, without cause.
- The Consultant will not use or pay any funds received under the contract to influence or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with awarding, making, continuing, renewing, or amending any Federal contract, grant, loan, or cooperative agreement.
- All other applicable contract provisions required under 2 CFR Part 200 or as required by FEMA, as set forth in 44 CFR.