

REQUEST FOR PROPOSAL NO. 03C-005FJ - RFP for Relocatable Modular Classroom Buildings

DATE:	February 24, 2003	DATE ADVERTISED:	January 17, 2003
DATE SOLICITED:	January 7, 2003	DATE OPENED:	January 22, 2003
PRESENTED TO BOARD:	March 12, 2003	DATE POSTED:	March 6, 2003

CONTRACT PERIOD: March 13, 2003 through March 12, 2006
DEPARTMENT: 9102 FUNCTION: 7410 OBJECT: 6322 FUND: 3917
FUNDING SOURCE: Capital Budget - Portables
REQUESTING DEPARTMENT: Maintenance and Plant Operations
91 RFPs Solicited, 6 Responses (5 RFPs, 1 No Proposal) 85 No Response
15 M/WBEs Solicited, 0 M/WBE Responses (0 RFPs, 0 No RFPs) 15 M/WBE No Response

FINANCIAL IMPACT

The financial impact to the Capital budget is estimated at \$ 30,000,000. The source of funds is the Maintenance and Plant Operations budget.

Purchase orders processed from February 17, 2000 through February 10, 2003 total \$ 23,089,328.

Services to be provided include purchase and/or lease of relocatable modular classroom and non-instructional buildings. Vendor will be responsible for delivery, assembly, installation and relocation of modular units.

Royal Concrete Concepts is not a certified M/WBE. Royal Concrete Concepts has established a policy for implementing M/WBE participation for the purpose of identifying and pre-qualifying certified M/WBEs that are capable of providing goods/services; increasing the amount of business conducted with minority and women-owned business; establishing goals to allocate business to minority and women-owned businesses; provide management and technical assistance to minority and women-owned businesses. Royal Concrete Concepts will utilize a certified woman-owned business, Song & Associates, Inc., for architectural services on this project. Royal Concrete Concepts has committed to 15% M/WBE participation on this project.

I recommend award of this contract to a primary and a secondary vendor to insure continuity of supply should the primary vendor default. Any default will be handled first by the performance bonding company and the District would have the option of utilizing the secondary awarded vendor for any additional new modulares needed. Negotiations with the secondary contractor would be completed prior to sourcing of any new requirements.

See Executive Summary and Attachments A and B.

<u>VENDOR</u>	<u>MINORITY STATUS</u>	<u>TOTAL POINTS AWARDED</u>
C. R. KLEWIN	--	<u>81.3</u>
ROYAL CONCRETE CONCEPTS	--	<u>96</u>
WILLIAMS SCOTSMANS	--	<u>76.2</u>

LEGEND:

_____ = Award

===== = Award – Secondary

() = Reject

MINORITY - (2-Black, 3-Hispanic, 4-Indian/Alaska, 5-Asian, 6-Women, 7-Disabled, 8-Other)

CONSIDERATION OF INDEMNIFICATION: Awardee(s) recognizes that in order to comply with FS 725.06 the District must include an amount paid to the awardee(s) in consideration for the awardee(s) agreeing to indemnify the District. The amount of TEN DOLLARS (\$10) to be included on the awardee(s) initial invoice, per Special Condition, Indemnification and Hold Harmless, as consideration for this contract.

RECOMMENDATION: I recommend contract award be made to Royal Concrete Concepts, the highest rated responsive, responsible proposer based on the evaluation criteria outlined in the RFP, and authorize the use of C.R. Klewin, the next highest rated proposer, in the event Royal Concrete Concepts cannot fulfill their contract.

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a proposer wishes to protest a RFP, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this RFP pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

SS:DG:SB

RFP 03C-005F
REQUEST FOR PROPOSAL FOR
RELOCATABLE, MODULAR CLASSROOM & NON-INSTRUCTIONAL BUILDINGS- PHASE II

Evaluation Criteria	C.R. KLEWIN	ROYAL CONCRETE	WILLIAMS SCOTSMAN
1. Experience and Qualification of the Firm (Points Available: 20)	16.5	19.4	14.7
2. Qualifications of Staff (Points Available: 20)	17.1	18.5	16.2
3. Approach/Methodology (Points Available: 20)	16.2	19.2	14.1
4. Time of Completion (Points Available: 10)	8	9.1	7.4
5. Cost of Services (Points Available: 20)	13.5	19.8	13.8
5. Minority/Women Business Participation (Points Available: 10)	10	10	10
GRAND TOTAL	81.3	96	76.2

Relocatable Modular Classroom Contract Award Recommendation Executive Summary

The SDPBC has a multifaceted plan for addressing the needs for temporary classrooms as indicated on the attached Relocatable Classroom Plan (Attachment A). This plan addresses the needs for relocatable classrooms for construction, growth as well as programs. It also makes the best use of current assets, acknowledges current commitments, plans for compliance with applicable regulations and establishes short-term and long-term objectives.

These relocatable modular classrooms differ from the previous concretables purchased by the School District in that they have flat roofs, facades that can be customized to match existing buildings on campus and can be arranged in groups right up against each other giving them the appearance of a single, permanent building. The relocatable modular classrooms are also capable of being stacked to create two story buildings with an elevator and stair towers.

The recommendation to award the relocatable modular classrooms, which comes before the Board for vote on March 12, 2003, fits within Objective No. 1, which is to provide for interim growth, program needs and population shifts. These relocatable modular classrooms are not intended to be used to temporarily house students during the modernization of their campuses. These relocatable modular classrooms will be used in place of concretables on campuses where multiple temporary classrooms are needed for at least a three-year period. The District will continue to purchase the old concretables for campuses in certain situations. The attached matrix (Attachment B) indicates when each type of relocatable classroom or permanent construction is used. Note that the information provided below is subject to change based on funding and the implementation of plans to meet the requirements of the Class Size Reduction Amendment.

The District has reserved its right to award the contract to two or more vendors, and staff is currently contemplating recommending an award to the second highest ranked firm to be available should the primary vendor not be able to fully meet the District's needs for modular classrooms. Staff is also considering permanent modular construction to address permanent classroom needs for additions and to meet the requirements for class size reduction.

Classroom Space Decision Matrix

	No Portables on Campus	Older Portables on Campus	Concretables on Campus	Modernization Project	Holding School
Permanent Classroom Need	Permanent Construction	Permanent Construction	Permanent Construction	Permanent Construction	Permanent Construction ¹
≥4 Temporary Classrooms Needed ≥3 Years	Relocatable Modular Classrooms	Relocatable Modular Classrooms	Concretables or Relocatable Modular Classrooms ²	N.A.	Relocate Older Portables or Concretables or Relocatable Modular Classrooms ³
<4 Temporary Classrooms Needed ≥3 Years	Relocate Older Portables	Relocate Older Portables	Concretables	N.A.	N.A.
≥4 Temporary Classrooms Needed <3 Years	Relocate Older Portables	Relocate Older Portables	Relocate Older Portables or Concretables	Relocate Older Portables or Concretables or Relocatable Modular Classrooms ⁴	Relocate Older Portables or Concretables or Relocatable Modular Classrooms ³
<4 Temporary Classrooms Needed <3 Years	Relocate Older Portables	Relocate Older Portables	Relocate Older Portables or Concretables	Relocate Older Portables or Concretables or Relocatable Modular Classrooms ⁴	N.A.

- Notes:**
1. In this case the holding school would be a permanent school that is built to serve an interim need (ex. to house students from another school under construction) before it is needed to serve the students in that area.
 2. Modular classrooms might be used if the concretables are not near the area where new modular classrooms would be placed.
 3. In this case the holding school would be a temporary holding school and the relocatable classrooms would be used at another location once the holding school is no longer needed.
 4. Tight site conditions may force the use of non-flammable Type IV portables (i.e. concretables or relocatable modular classrooms) due to fire code requirements regarding separation of flammable structures. The cost to relocate relocatable modular classrooms and concretables is the same.

School District of Palm Beach County
Relocatable Classroom Plan
March 3, 2003

Objectives	Methodology	Status
1. Provide for interim growth, program needs, population shifts and construction while replacing the inventory of unserviceable old Type VI and block portables with new concrete portables and modulars.	<p>1.a. Do not purchase any more metal portables.</p> <p>1.b. Return all Williams-Scotsman portables in accordance with settlement.</p> <p>1.c. Demolish unserviceable portables.</p> <p>1.d. Purchase concretibles to place adjacent to adjacent existing concretibles when necessary.</p> <p>1.e. Purchase relocatable modular classrooms.</p>	<p>1.a.1 Ongoing.</p> <p>1.b.1 Ongoing.</p> <p>1.c.1 Ongoing.</p> <p>1.d.1 Ongoing.</p> <p>1.e.1 Contract pending Board approval.</p>
2. Minimize costs by reducing the relocation costs per unit and the number of relocations.	<p>2.a. Review committee (PAST) to evaluate requests.</p> <p>2.b. Used blended workforce with contracted crews supervised by District employees.</p>	<p>2.a.1 Ongoing.</p> <p>2.b.1 Ongoing; some work performed by contractors.</p>
3. Retain metal portables as necessary in order to assist with meeting constitutional amendments for Class Size Reduction and Universal Pre-K. (Short-term)	3.a. Repair portables provided costs do not exceed \$15,000 to meet code.	3.a.1 Ongoing.
4. Eliminate all portables except those required for construction and interim growth needs. (Long-term)	4.a. Capital improvement plan.	4.a.1 Ongoing, but will require alternative funding source.
5. Meet all regulatory requirements for existing and new portable and modular installations.	<p>5.a. Eliminate existing portables that do not meet new access requirements. Timed with capital improvement plan.</p> <p>5.b. New installations are reviewed and approved by the Building Department and Fire Marshal.</p> <p>5.c. Walkway canopies to be installed at schools with no planned relief.</p> <p>5.d. Provide technology capabilities to portables.</p>	<p>5.a.1 Not started. Need to study timing further.</p> <p>5.b.1 Ongoing, but new requirements will require additional expenditures.</p> <p>5.b.2 Requires licensed designers (under contract), road contractor (pending), and standpipe contractor (pending).</p> <p>5.c.1 Estimating cost to implement.</p> <p>5.d.1 Estimating cost to implement.</p>
6. Eliminate CSIR citations on existing portables.	<p>6.a. Purchase of metal ramps and stairs.</p> <p>6.b. CSIR handled as work orders.</p>	<p>6.a.1 Ongoing; work performed by contractors.</p> <p>6.b.1 Ongoing; work performed by M&PO.</p>