

# St. Lucie Public Schools Purchasing Department 9461 Brandywine Lane Port St. Lucie 34986

E. Wayne Gent

## **Request for Qualifications (RFQ)**

Voice – (772) 429-3980

*RFQ # 22-07* 

October 12, 2021

#### **Engineering Services - Manatee Academy HVAC Retrofit Services**

Notice is hereby given that the School Board of St. Lucie County, Florida intends to select a firm to provide services for the Manatee Academy HVAC retrofit services. The project location is 1450 SW Heatherwood Blvd, Port St Lucie, FL 34986.

A proposal in response to this RFQ must be submitted to the School Board of St. Lucie County, Purchasing Department, **no later than 3:00 p.m. on November 15, 2021**. Responses must be submitted electronically through Bonfire. The St Lucie Public Schools portal is located at the following address: <a href="https://stlucieschools.bonfirehub.com/opportunities">https://stlucieschools.bonfirehub.com/opportunities</a>. Proposes should label responses with the following:

#### RFQ #22-07 - Engineering Services - Manatee Academy HVAC Retrofit Services

#### **Project Construction Budget \$4,500,000.00**

The responsibility for submitting a response to this RFQ at the School Board of St. Lucie County, Purchasing Department on or before the stipulated time and date will be solely and strictly the responsibility of the proposer. The School Board will in no way be responsible for delays. Any proposals received after stipulated time and date will not be accepted, nor opened, and will be returned.

### TABLE OF CONTENTS

SECTION 1 - REQUEST FOR QUALIFICATIONS (RFQ)	3
SECTION 2 – SCOPE OF SERVICES	
SECTION 3 - INSTRUCTIONS TO SUBMITTING FIRMS	3
SECTION 4 – EVALUATION CRITERIA	
SECTION 5 – SELECTION PROCESS	
SCRUTINIZED COMPANY CERTIFICATION	

#### **SECTION 1 - REQUEST FOR QUALIFICATIONS (RFQ)**

Firms interested in providing the requested services to SLPS are hereby notified that a sealed Proposal for providing the requested services in response to this RFQ will be accepted until **the date/time listed in Section 2, Schedule**, and RFQs must be submitted electronically thru Bonfire. Proposals received after this deadline will not be accepted.

The format of the Proposal shall be in strict conformance to stipulated criteria in Instructions to Submitting Firms (Section 3) and the Evaluation Criteria (Section 4).

#### **SECTION 2 – SCOPE OF SERVICES**

The scope of work is to provide engineering consulting services for the HVAC Retrofit at Manatee Academy located at 3201 S. 25<sup>th</sup> St, Fort Pierce, FL. The work includes Replacement of all HVAC components as required, to include, but not limited to: air handlers, chilled water lines, ductwork, VAV, VFD's, grilles, diffusers, thermostats, controls, etc. as well as modifications to the existing BAS system.

#### Schedule

The following dates and activities identify proposed project schedule milestones (subject to modification by SLPS):

Advertisement / RFQ	October 13, 2021
Pre-Bid Conference	October 21, 2021, 10:00 AM 1450 SW
Fie-Bid Conference	Heatherwood Blvd, Port St Lucie
Cutoff for Questions	October 28, 2021
Receive Qualification Responses	November 15, 2021
Short-List Firms	November 18, 2021
Notification of Short-Listed Firms	November 19, 2021
Board Approval of Contract	December 2021
Contract Start Date	December 2021

#### **SECTION 3 - INSTRUCTIONS TO SUBMITTING FIRMS**

#### A. Purpose

The intent of this Request for Qualifications (RFQ) is to retain an engineering firm to provide engineering consulting services, plans and specifications for the Manatee Academy HVAC retrofit. replacement of all HVAC components as required, to include, but not limited to: air handlers, chilled water lines, ductwork, VAV, VFD's, grilles, diffusers, thermostats, controls, etc. as well as modifications to the existing BAS system.

#### B. Questions

Any questions, requests for clarifications or interpretations regarding this RFQ during the submittal preparation period (or reporting errors, inconsistencies, or ambiguities) must be received in writing via email at <a href="mailto:kimberly.albritton@stlucieschools.org">kimberly.albritton@stlucieschools.org</a>, directed to the attention of Mrs. Kimberly Albritton no later than **the date/time listed in Section 2, Schedule**. No questions or clarifications will be considered after this date. Responses will be posted as an addendum via Bonfire and on the St Lucie Public Schools website.

#### C. Required Submittal Format

Your submission must be uploaded, submitted, and finalized prior to the Closing Time listed in Section 2. We strongly recommend that you give yourself enough time and at least ONE (1) day before Closing Time to begin the uploading process and to finalize your submission. The District will not accept late submission due to technological difficulties.

Uploading large documents may take significant time, depending on the size of the file(s) and your Internet connection speed. You will receive an email confirmation receipt with a unique confirmation number once you finalize your submission.

Minimum system requirements: Internet Explorer 11, Microsoft Edge, Google Chrome, or Mozilla Firefox. JavaScript must be enabled. Browser cookies must be enabled. St. Lucie School District uses a Bonfire portal for accepting and evaluating proposals digitally. Please contact Bonfire at Support@GoBonfire.com for technical questions related to your submission. You can also visit their help forum at https://bonfirehub.zendesk.com/hc

To facilitate analysis of its submittal, the firm must prepare its proposal in accordance with the criteria outlined in section 4. Proposals shall respond to each of the Criteria in the same order listed and use sections provided within Bonfire.

SLPS emphasizes that the Proposer concentrate on accuracy, completeness, and clarity of content. The Proposer must number and label all parts, pages, figures, and tables in its proposal.

If a firm's proposal deviates from these instructions, such proposal may, in SLPS sole discretion, be rejected.

#### D. General Conditions for Submissions

- 1. Issuance of the RFQ does not constitute a commitment by SLPS to award a contract. SLPS reserves the right to reject any or all submissions received in the response to the RFQ, cancel this RFQ, or waive any technicalities or formalities when and if it is deemed in the best interest of SLPS to do so.
- 2. (Florida Statute 112.313) The award of any contract hereunder is subject to the provisions of Chapter 112, Florida Statutes. Offerors must disclose with their Proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the St. Lucie County School Board. Further, all Offerors must disclose the name of any officer or employee the School Board of St. Lucie County who owns, directly or indirectly, any interest in the Offeror's firm or any of its branches or affiliate companies.
- 3. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. (F.S.287.133).

By submitting a proposal, the proposer represents that restrictions related to public entity crimes stated in Section 287.133(2) (a), Florida Statutes, do not apply to either his own company, or that of his subcontractors or suppliers.

Contractor must certify, by completing the attached certification form that the Contractor is not on a scrutinized company list or engaged in prohibited business operations as defined in Section 287.135, F.S. The School District shall not contract with any contractor that does not complete the certification form or cannot meet such certification. Submitting a false certification shall be deemed a material breach of this contract.

If the School District determines during the contract term that the Contractor may have submitted a false certification, then the School District shall provide written notice to the Contractor and the Contractor shall have up to ninety (90) days after receiving the notice to provide a written response demonstrating that the certification is not false. If School District finds that the Contractor submitted a false certification, the School District may immediately terminate the contract and seek civil remedies as provided by law.

- 4. A. Section 448.095, F.S., requires the Contractor to use the U.S. Department of Homeland Security's E-Verify system, https://e-verify.uscis.gov/emp, to verify the employment eligibility of all employees hired during the term of this Agreement.
  - B. Subcontractors.

- (i) The Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
- (ii) Subcontractors shall provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S.
- (iii) The Contractor shall provide a copy of such affidavit to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- C. The Contractor must provide evidence of compliance with Section 448.095, F.S., by January 1, 2021. Evidence may consist of, but is not limited to, providing notice of the Contractor's E-Verify number.
- D. Failure to comply with this provision by the Contractor or a subcontractor is a material breach of the Agreement and the School Board shall terminate the Agreement. The Contractor shall be liable for all costs associated with the School Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). In addition, the Contractor may not be awarded a contract with the School Board for at least one year after the date this Agreement is terminated. All Proposals become the property of the SLPS upon receipt and will not be returned to the firm.
- 5. SLPS operates under the public disclosure laws required of governmental agencies. Proprietary firm information must be identified and will be protected to the greatest extent possible, but must be disclosed by SLPS upon receipt of a Public Records Request.
- 6. By making a submission, the firm agrees to comply with all applicable federal, state and local statues and regulations.
- 7. SLPS accepts no responsibility for any expenses incurred by those firms offering their services in the preparation of a response to either this RFQ or subsequent requests. All submitting expenses shall be borne by the offering firms exclusively.
- 9. The successful firm shall obtain approval from SLPS prior to reassigning any key staff involved in the performance of this service as shown in the submission.
- 10. The successful firm will also obtain approval from SLPS prior to assigning any new personnel to their key staff positions. Such approval will not be unreasonably withheld. SLPS may, with prior written substantiation, require removal of any employee(s) of the successful firm who SLPS reasonably deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or who's continued employment on the contract it deems contrary to the public interest or not in the best interest of SLPS.
- 11. News releases pertaining to this procurement or contract shall not be made without prior written approval from SLPS's Director of Communications.
- 12. The SLPS reserves the right to proceed to interview without further discussion of submissions received, in accordance with the Consultant's Competitive Negotiation Act (CCNA).
- 13. As a condition of the award, the successful Firm shall, at its expense, ensure that all of the Contractor's employees and the employees of Contractor's subcontractors who will be permitted access on School grounds when students are present meet the background screening requirements of **Section 1012.465**Florida Statute, (Jessica Lunsford Act). Contractor's failure to comply with this requirement will constitute a material breach of the contract.
  - Information regarding compliance procedure is available by calling the School Board of St. Lucie County's District Office at (772) 429-7504, (772) 429-7502, or (772) 429-7516. All costs to comply with this requirement will be borne by the contractor.
- 14. Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the School Board of St. Lucie County concerning any aspect of this solicitation, except in writing to the authorized SLPS representative identified in section 3(b). Violation of this provision may be grounds for rejecting a

response.

- 15. Subsequent to the execution of an Agreement, no reports, information or data given to or prepared by the successful firm shall be made available to any individual or organization by the successful firm without the prior written approval of SLPS's Executive Director of Facilities and Maintenance.
- 16. Any contract resulting from this RFQ shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within Florida. The parties hereby irrevocably submit to jurisdiction in Florida, and venue shall lie in the St. Lucie County Courts. The parties hereby waive any objection to such jurisdiction and venue.
- 17. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), 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."
- 18. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
- 19. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- 20. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 21. Energy Policy and Conservation Act (42 U.S.C. 6201). Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy conservation plan issued

in compliance with the Energy Policy and Conservation Act.

- 22. Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 23. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

#### E. Engineering Services

Firms submitting a response to this RFQ must be registered in the State of Florida by the Department of the State, Division of Corporations, at the time of finalists' selection by the Selection Team. Joint ventures, if selected, will be expected to sign a form of contract making each venture jointly and severally liable for its actions and its co-venture's actions under this contract, or alternatively to provide a copy of an executed, formal joint-venture agreement that so binds each to the other.

#### F. Insurance Requirements

Contractor shall procure and maintain for the duration of the contract, and for 10 years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

#### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability** (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

An additional insured endorsement listing the Owner must be provided and attached to the certificate of insurance and must include coverage for completed operations (should be ISO CG20101185 or current editions of CG2037 & CG2010) under the General Liability policy. Products & Completed Operations coverage to be provided for a minimum of 10 years from the date of possession by owner or completion of contract. Coverage is to be written on an occurrence form basis and shall apply as primary and non-contributory. Defense costs are to be in addition to the limit of liability. A waiver of subrogation is to be provided in favor of the Owner. Policy shall contain no exclusion for third party action-over claims. If applicable, there shall be no exclusion for EFIS. Coverage for the hazards of explosion, collapse and underground property damage (xcu) must also be included. Coverage should extend to independent contractors and fellow employees. Contractual liability is to be included. Coverage is to include a cross liability or severability of interests provision as provided under the standard ISO Form Separation of Insureds clause. Policy is to include coverage for pollution release at location in which the insured is performing non-environmental operations. A "limited pollution liability extension endorsement" may be attached. There shall be no exclusion for mold, silica or respirable dust or bodily injury or property damage arising out of heat, smoke, fumes or ash from a hostile fire.

- 2. **Automobile Liability**: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), with limits no less than **\$1,000,000** per accident for bodily injury and property damage. Owner must be listed as Additional Insured. A waiver of subrogation must be provided. Coverage must apply on a primary basis.
- 3. **Workers' Compensation** insurance as required by the State of Florida, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.
- 4. **Professional Liability** (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.
- 5. **Contractors' Pollution Legal Liability** and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards) with limits no less than \$1,000,000 per occurrence or claim, an \$2,000,000 policy aggregate.

If the Contractor maintains broader coverage and/or higher limits than the minimums shown above, the Owner requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Owner.

#### **Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### Additional Insured Status

The Owner, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

#### **Primary Coverage**

For any claims related to this contract, the **Contractor's insurance coverage shall be primary** insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Owner, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

#### Notice of Cancellation

Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Owner.** 

#### **Self-Insured Retentions**

Self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: the Contractor shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the Owner guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Owner.

#### Waiver of Subrogation

Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the Owner for all work performed by the Contractor, its employees, agents, and subcontractors.

#### Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Owner.

#### Claims Made Policies

If any coverage required is written on a claims-made coverage form:

- 1. The Retroactive Date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
- 2. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
- 3. If coverage is cancelled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective, or start of work—date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
- 4. A copy of the claims reporting requirements must be submitted to the Owner for review.
- 5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

#### Verification of Coverage

Contractor shall furnish the Owner with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to Owner before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The Owner reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

#### **Subcontractors**

Contractor shall require and verify that all subcontractors maintain insurance meeting all requirements stated herein, and Contractor shall ensure that Owner is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a form at least as broad as CG 20 38 04 13.

#### Special Risks or Circumstances

Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

#### **SECTION 4 – EVALUATION CRITERIA**

The Selection Committee will evaluate the proposals to determine who to shortlist based upon Proposal Evaluation Criteria below. Once firms are shortlisted the district has the option to select firms for a service contract or may elect to interview firms and then make the final selection.

The following Criteria are intended to provide the Selection Committee with information regarding the qualifications of each proposing services firm. The submittal shall be organized and shall respond to each of the criteria in the same order listed below.

#### **Proposal Format and Evaluation Criteria**

#### A. Executive Summary

Each conforming response will contain an executive summary of not more than two pages in length. The purpose of the executive summary is to explain the features and benefits of the prospective vendor's offer(s). The Executive

Summary should briefly introduce the potential vendor to the Evaluation Committee; describe the vendor's approach to solutions sought by the RFQ; describe the major features and benefits of the prospective vendor's approach; offer insight into risks that may arise from this RFQ or the vendor's response. Include the proposers name, contact information (email, phone and address) in the summary.

#### B. Table of Contents

#### C. Expertise & Project Approach (20 points)

Briefly describe the methods you will employ for the following tasks:

- Design Reviews and Coordination
- Project Scheduling
- Project Budgeting
- Contract Administration

Present a concise outline of specific services your firm is qualified and prepared to provide the District. Identify and discuss any of the services, or method of approach to the services, which your firm believes to be either unique or outstanding, or which is recognized as giving your firm a competitive edge or advantage.

The firm shall be a firm with at least 5 years of experience performing projects of comparable size, complexity and cost. Submit documentation evidence highlighting specific school experience. Comment on manpower/materials allocation commitment and control. Provide information about the firm's technical competence to perform the services requested.

The firm shall demonstrate its understanding or knowledge of the District, this project, buildings and site as determinants in the design philosophy and development. The firm should demonstrate its knowledge of all local site plan codes and approval process. Additionally, each firm shall indicate the impact of SREF and the FBC in the design, documentation and permitting of this project.

<u>Note:</u> The District requires that the firm's direct project experience be differentiated from individual staff experience. Therefore, if you choose to identify individuals' project experience (gained at other firms), this section should be clearly subdivided as follows:

- 1. Firm's Project Experience.
- 2 Individuals' Project Experience (while employed by other firms).

#### C. Key Personnel (15 points)

Provide an organizational chart and the names and resumes of persons who will be assigned to the contract. Provide information in concise form describing the individuals who will be available for the contract and the qualifications and experience relevant to each individual. Resumes should include educational background including certifications, professional affiliations, special qualifications and licenses. Provide specific work experience that details the individual's credentials relative to Professional services. Clearly identify project work performed prior to and during employment with current or represented firm for each individual.

The team shall consist of a primary consultant and appropriate consulting engineers (civil, mechanical, electrical, etc) as applicable.

#### D. Commitment to Quality (5 points)

Describe all quality control implementation procedures, sub consultant supervision, contract compliance and enforcement of industry standards.

#### E. Schedule/Budget (5 points)

Comment on firm's project schedules (including current projects), activity coordination, budgets and adherence to those items. Discuss ways to maintain schedules and ways to recover. Discuss cost control and value engineering.

#### F. Availability/Proximity (15 points)

Provide business address of the firm's office(s) from which any part of the work will be administered. If submitting a joint venture, list the address of both entities and the distance in hours from the site. Describe the firm's facilities, equipment and location and how the key staff will service the District from those facilities. Explain the status of the

current workload, addressing the availability of the lead personnel proposed. Identify the location of any ongoing projects and their expected completion dates.

#### G. Reporting (5 points)

Describe any project management systems used to track and control project issues. Describe the communication procedures to be employed throughout the contract term and the plan to establish and maintain clear lines of communication with the SLPS Project Manager and school staff. Comment on firm's project schedules, activity coordination, budgets and adherence to those items. Discuss ways to maintain schedules and ways to recover. Discuss cost control and value engineering.

#### H. Safety (5 points)

Indicate what efforts your firm has made, or intends to make, to comply with the provisions of the Jessica Lunsford Act. Comment on your firm's safety programs, i.e. workplace, site specific, etc. Describe any safety incidents that occurred during the last 5 years.

#### I. Financial Strength/Litigation (5 points)

Provide a statement indicating financial capability of the firm to provide the resources required.

Disclose any material changes in the business operations of the firm, including without limitation any bankruptcy proceedings, mergers, acquisitions, or spin-offs and any material pending or threatened litigation, which have occurred within the last 5 years. If appropriate, discuss the impact of these changes on the firm's financial or managerial ability to perform the services under this RFQ. Provide the name, title, address and phone number of the financial officer of the firm responsible for providing the information in response to this requirement.

Identify all litigation in which your firm has been party to legal action (including arbitration, administrative proceedings, etc.) or lawsuits during the last 5 years involving a single client for claims in excess of \$50,000. Include a brief legal description of the dispute and its current status. Describe the particular circumstances giving rise to the dispute and the actions which your firm took to attempt to settle the matter.

Also, describe any projects within the last 5 years where liquidated damages, penalties, liens in excess of \$50,000, defaults, cancellations of contract or termination were imposed, sought to be imposed, threatened or filed against your organization.

#### J. References/Standard Form 330 (20 points)

For each of the projects listed, identify the clients name and contact person, address, phone number, fax number and dates of service. Provide letters of recommendation (minimum 5) for similar projects within the last five years. Letters should address timeliness in completing projects, quality of design and staying within the defined project budget.

Provide Standard Form 330 for your firm.

Qualifications submitted will be reviewed in accordance with Florida Statutes 287.055 and must include sufficient documentation to allow the School Board to certify the firm or individual as qualified, pursuant to law and the regulations of the Department of Education, and to render the required services.

Firms shall submit project experience with the design of school district administration buildings, documenting their most recent work (based on Florida Department of Education guidelines). School District experience is preferred, but similar experience of other appropriate design may be acceptable. Identify the following:

- Projects of comparable size and complexity
- Information describing the specific services provided by the firm.
- The lead personnel on each project and their role
- The clients name and contact person, address, phone numbers, dates of services performed and any written references
- Include the following:
  - o Acreage of Site
  - o Total Square footage of Building(s)
  - Total Construction Cost (including CM fees)

- o Cost per S.F.
- o Identify Construction delivery method
- o Provide original schedule/final completion date(s).

Firms shall provide graphic examples of projects that best represent the firm's ability to provide the services for this project (present the graphics within the proposal binders as 8-1/2"x11" or 11"x17" fold-outs). Reduced copies of firm's work product are adequate. As a minimum, provide the following for each prototype:

- Site Plan
- Floor Plans
- Building Elevations or Photographs

#### K. Volume of Work Previously Awarded (5 Points)

Volume of work previously awarded by District for similar projects in the past three fiscal years (if any) with the object of effecting an equitable distribution of contracts among qualified firms provided such distribution does not violate the principle of selection of the most highly qualified firms (this item does not require a statement or submittal by the firm). Firms with the least amount of work receive the highest points.

**Written Proposal Total Possible Points = 100 points** 

#### **SECTION 5 – SELECTION PROCESS**

The selection process shall be conducted as follows:

#### A. Short-List

The Proposals received in response to this RFQ will be evaluated and ranked by a Selection Committee, comprised of not less than five (5) voting members in accordance with the process and evaluation criteria contained in Section 4 and utilizing the attached sample Ranking Sheet. Various Professional Consultants and representatives from SLPS Purchasing Department may also be present during this process as non-voting members of the Committee. Evaluation committee member shall conduct his or her independent evaluation of the proposals received and grade the responses on their merit in accordance with the evaluation criteria set forth in the following table. Point assignments for each evaluation criterion will be at the discretion of each Evaluation Committee member. Point assignments in each of the evaluation criteria will be totaled and then divided by the number of committee members for the average score for each criteria. The average score for each criteria will be added together for a total score, not to exceed the total points listed.

No information will be released by SLPS after the due date for submission of the Proposals until the selection of the short-listed firms has been made. All submitting firms will receive notification of the firms selected. The ranking established for short-listing will carry forward to the next portion of the process. In accordance with the CCNA, SLPS reserves the right to conduct or not conduct interviews, at its sole discretion.

#### B. Evaluation Criteria Rating Sheet

The Selection Committee will evaluate the Proposals received in response to this RFQ based on the Evaluation Criteria included in this document, which will be weighted in accordance with the Evaluation Criteria Rating Sheet contained at the end of this Section.

#### C. Recommendation

The Selection Committee will recommend to the School Board that an Agreement for services be negotiated with the firm with the highest total points (the sum of the scores given to each firm by all voting members of the Selection Committee) in accordance with CCNA provisions.

#### SCRUTINIZED COMPANY CERTIFICATION

I hereby swear or affirm that as of the date below this company is not listed on a Scrutinized Companies list created pursuant to 215.4725, 215.473, or 287.135, Florida Statutes. Pursuant to 287.135, Florida Statutes I further affirm that:

- 1. This company is not participating in a boycott of Israel such that is not refusing to deal, terminating business activities, or taking other actions to limit commercial relations with Israel, or persons or entities doing business in Israel or in Israeli-controlled territories, in a discriminatory manner.
- 2. This Company does not appear on the Scrutinized Companies with Activities in Sudan List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Sudan or a government-created project involving oil related, mineral extraction, or power generation activities, or
  - b. Have a material business relationship involving the supply of military equipment, or
  - c. Impart minimal benefit to disadvantaged citizens that are typically located in the geographic periphery of Sudan, or
  - d. Have been complicit in the genocidal campaign in Darfur.
- 3. This Company does not appear on the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List where the State Board of Administration has established the following criteria:
  - a. Have a material business relationship with the government of Iran or a government-created project involving oil related or mineral extraction activities, or
  - b. Have made material investments with the effect of significantly enhancing Iran's petroleum sector.
- 4. This Company is not engaged in business operations in Cuba or Syria.

VENDOR/COMPANY NAME:			
SIGNATURE and DATE:			
NAME AND TITLE:			

The scrutinized company list is maintained by the State Board of Administration and available at <a href="http://www.sbafla.com/">http://www.sbafla.com/</a>

# ENGINEERING SERVICES MANATEE HVAC RETROFIT SERVICES RFQ# 22-07 SELECTION CRITERIA RATING SHEET—PROPOSAL

Company:					
Committee Me	Iember				Date:
Selection Criteria		Possible Points	<b>Earned Points</b>	Remarks	
Expertise & Project Approach		20			
Key Personnel		15			
Commitment to Quality		5			
Schedule/Budget		5			
Availability/Proximity		15			
Reporting		5			
Safety		5			
Financial/Litigation		5			
References/Form 330		20			
Volume of Work Previously Awarded		5			
TOTAL POINTS		100			
Comments:					
Signature:					