



Request for Qualifications (RFQ)

RFQ # 24-15

June 5, 2024

Architect Services – Western Grove K8

Notice is hereby given that the School Board of St. Lucie County, Florida intends to select a firm to provide architectural and engineering services for the new Western Grove K8 school. The project location is near the southeast corner of SW Powerline Rd and Tradition Parkway within parcel 4305-322-0001-000-4.

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 July 8, 2024**. Responses must be submitted electronically through Bonfire. The St Lucie Public Schools portal is located at the following address: <https://stlucieschools.bonfirehub.com/opportunities>. Proposes should label responses with the following:

RFQ #24-15 Architect Services – Western Grove K8

Project Construction Budget \$70,000,000

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 not be responsible for delays. Any proposals received after the stipulated time and date will not be accepted, nor opened, and will be returned.

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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 (REQUEST FOR QUALIFICATIONS) 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 the scope of this project is to provide architectural and engineering consulting services for the construction of a new campus with approximately 1,900 students and approximately 215,000 sf as outlined on the attached conceptual narrative and plans. The campus will consist of 6 buildings to include but not be limited to:

- Two-story Administration Building with Offices, Classrooms, Media Center
- 2 Two-story Academic Buildings with dedicated Primary and Intermediate Classrooms and Lab Spaces
- Gymnasium Building with Locker Rooms, Multipurpose Classrooms, and Indoor Courts
- Auditeria Building with Kitchen, Cafeteria, Stage, Classrooms, Maintenance/Receiving Area and EHPA Space
- Chiller Plant with Thermal Storage
- Site amenities to include:
 - Multi-purpose Field
 - Multi-purpose Hardcourt
 - 3 Playgrounds and Shade Pavilion
 - Covered Walkways
 - Parking for approximately 250 visitors and staff
 - Parent and Bus Loops
 - 4 Lane access drive

Schedule

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

Advertisement / RFQ	June 5, 2024
Cutoff for Questions	June 18, 2024, 3:00 PM (EST)
Receive Qualification Responses	July 8, 2024, 3:00 PM (EST)
Short-List Firms	July 11, 2024
Notification of Short-Listed Firms	July 11, 2024
Interviews	July 18, 2024
Board Approval of Contract	August 2024
Contract Start Date	After Board approval

SECTION 3 - INSTRUCTIONS TO SUBMITTING FIRMS**A . Purpose**

The intent of this Request for Qualifications (RFQ) is to retain an architectural firm to provide architectural and engineering consulting services, plans and specifications for the construction of the Western Grove K8.

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 kimberly.albritton@stlucieschools.org, 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.

B. 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 considerable 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 concentrates 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.

C. 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 those 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 the 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 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, including 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. **PUBLIC RECORDS NOTICE (MUST BE IN 14 POINT BOLD TYPE) IF PROPOSER HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PROPOSER'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, EMAIL ADDRESS: JANNETTE.HERNANDEZ@STLUCIESCHOOLS.ORG AND PRR@STLUCIESCHOOLS.ORG; TELEPHONE NUMBER: 772-429- 5546, 9461 BRANDYWINE LANE, PORT ST. LUCIE, FLORIDA 34986.**

Proposer is required to comply with the Florida Public Records Law, Chapter 119, Florida Statutes, in the performance of its duties under the Agreement and will specifically:

- a. Keep and maintain public records required by The School Board to perform the service.

- b. Upon request from the School Board’s custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.
 - c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Agreement if Proposer does not transfer the records to the School Board.
 - d. Upon completion of the contract, transfer, at no cost and at the request of the School Board, to the School Board, all records in possession of Proposer or keep and maintain public records required by the School Board to perform the service. If Proposer transfers all public records to the School Board upon completion of the contract, Proposer shall destroy any duplicate public records, within a commercially reasonable period, that are exempt or confidential and exempt from public records disclosure requirements. If Proposer keeps and maintains public records upon completion of the contract, Proposer shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the School Board, upon request of the School Board’s custodian of public records, in a format compatible with the School Board’s information technology systems.
- 7. By making a submission, the firm agrees to comply with all applicable federal, state, and local statutes and regulations.
 - 8. SLPS accepts no responsibility for expenses incurred by those firms offering their services in preparing a response to this RFQ or subsequent requests. All submitting expenses shall be borne by the offering firms exclusively.
 - 9. The successful firm shall get approval from SLPS prior to reassigning any key staff involved in performing this service as shown in the submission.
 - 10. The successful firm will also get SLPS approval before assigning 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 deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or who is 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 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). The 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. After 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, 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 more than \$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 based on a standard work week of 40 hours. Work over the standard work week is allowed if the worker is compensated at least one and a half times the basic rate of pay for all hours worked over 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, 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. 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. Partnerships or other team arrangements must be disclosed.

F. Insurance Requirements

(1) Consultant shall not commence any architectural work in connection with the project Agreement until Consultant has obtained all the following types of insurance and such insurance has been approved by the Owner, nor shall Consultant allow any Subconsultant to commence work on Consultants subcontract until all similar insurance required of the Subconsultant has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida.

The insurance requirements herein are minimum requirements for this contract and in no way limit the indemnity covenants contained in this Contract.

The owner in no way warrants that the minimum limits contained herein are sufficient to protect the Consultant from liabilities that might arise out of performance of the work under this contract by the Consultant, his agents, representatives, employees or subcontractors. Consultant is free to purchase such additional insurance as necessary.

Coverage shall be at least as broad as:

(2) 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 \$3,000,000 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. 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. Coverage should extend to independent Consultants and fellow employees. Contractual liability is to be included. Coverage is to include a cross liability or severability of interest's provision as provided under the standard ISO Form Separation of Insureds clause.

(3) 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.

(4) 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 for all Consultant's employees connected with the work of any project governed by this Master Agreement and, in case any work is subcontracted, Consultant shall require the Subconsultant similarly to provide Worker's Compensation Insurance for all of the latter's employees unless such employees are covered by the protection afforded by Consultant. A waiver of subrogation must be provided. Should scope of work performed by Consultant qualify its employee for benefits under federal workers compensation statute, proof of appropriate federal act coverage must be provided.

(5) Professional Liability (if Design/Build), with limits no less than \$5,000,000 per occurrence or claim, and \$10,000,000 policy aggregate.

Applicable to all insurance coverages: If the Consultant 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 Consultant. Any available insurance proceeds more than the specified minimum limits of insurance and coverage shall be available to the Owner.

(6) 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 Consultant 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 Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant'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 Consultant'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 Consultant's insurance and shall not contribute with it.

(7) Notice of Cancellation

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

(8) Self-Insured Retentions

Self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either: The Consultant shall cause the insurer to reduce or eliminate such self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Consultant 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.

(9) Waiver of Subrogation

Consultant hereby agrees to waive rights of subrogation which any insurer of Consultant may acquire from Consultant

by the payment of any loss. Consultant 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 Consultant, its employees, agents, and Subconsultants.

(10) 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.

(11) Claims Made Policies

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

The Retroactive Date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

1. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
2. 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 Consultant must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
3. A copy of the claims reporting requirements must be submitted to the Owner for review.
4. If the services involve lead-based paint or asbestos identification/remediation, the Consultants Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Consultants Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

(12) Verification of Coverage

Consultant 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 Consultant'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.

(13) Subconsultants

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

(14) 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 the Evaluation Criteria below. Once firms are shortlisted, the Board can select a firm 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 proposed services firm. The submittal shall be organized and shall respond to each of the criteria in the same order listed below.

An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Firm's response will be scored by Evaluation Committee members in accordance with the following scale:

0	Unsatisfactory: Not responsive to the question(s).
1	Below Minimum Standards: Minimal Response to the question well below acceptable standards.
2	Below Minimum Standards: Responsive to the question but well below acceptable standards
3	Marginal: Minimal acceptable performance standards and responsive to questions.
4	Marginal: Minimal acceptable performance standards and responsive to questions.
5	Satisfactory: Meets performance expectations and responds to the question.
6	Satisfactory: Meets performance expectations, effective and responsive to the question.
7	Above Satisfactory: Meets expectations and slightly exceeds expectations.
8	Above Satisfactory: Meets expectations and exceeds expectations.
9	Above Satisfactory / Exceeds Expectations for effectiveness and responsiveness to question.
10	Exceeds Expectations for effectiveness, performance, and responsiveness to question.

NOTE: The Evaluation Committee member's score will be multiplied by the "weighted value" assigned to the different sections listed here, resulting in the total score for that section.

Firms are required to include requested information in EACH section listed below (even if duplicate information). Each section will be scored individually and shall not reference other sections of the proposal.

Evaluators will deduct points for sections exceeding the listed page maximums.

Proposal Format and Evaluation Criteria

A. Executive Summary (Non-scored) (Maximum 3 Pages)

Each conforming response will contain an executive summary of not more than two pages in length. The executive summary explains 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 proposer's name, contact information (email, phone, and address) in the summary.

B. Business Structure (Pass/Fail only) (Maximum 2 Pages, unless JV agreement attached)

Documentation from the appropriate state's agency confirming firm's legal entity type (i.e., sole proprietorship, partnership, limited liability partnership, corporation, Limited Liability Corporation, etc.). For non-Florida businesses submit documentation from the state in which the business was formed and documentation from the State of Florida providing authorization to perform business in the State of Florida. Firms submitting as joint ventures or partnerships shall submit a copy of their joint venture or partnership agreement. If a joint venture or prime/subcontractor arrangement of two Firms, indicate how the work will be distributed between the partners.

Time in Business - Length of time the Firm has been in business under the same name.

Organizational structure of business entity for this program (partners, associates, consultants, subcontractors, other participation).

Licenses and Certificates – Attach a copy of the Firm's license (and employee licenses) and a copy of the business registration. Firm shall be properly registered to practice in the State of Florida with the appropriate state board governing the services offered. Purchasing Department staff may verify the status with the appropriate state board.

C. Expertise & Project Approach (Weighted Value 30) (Maximum 20 Pages)

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 to 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, and buildings. The firm should demonstrate its knowledge of all local site plan codes and approval processes. Additionally, each firm shall indicate the impact of SREF and the FBC in the design, documentation and permitting of this project.

Note: 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).***

D. Project Team – (Weighted Value 25) (Maximum 10 Pages, not including resumes)

Provide an organizational chart and the names and resumes of people 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 everyone. 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 everyone.

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

E. Project and Financial Management – (Weighted Value 15) (Maximum 10 Pages)

1. Describe how the project team will be managed. Who will be the primary contact point? How will consultants be managed to maintain accountability?
2. How will costs be managed to keep within the budget?
3. Describe in detail the extent of resources expected from School Board staff.
4. Describe how the team proposes to coordinate with the School Board's Project Manager to optimize effectiveness.
5. Describe any other significant coordination aspects of the project that should be noted.

F. Availability/Proximity (Weighted Value 10) (Maximum 10 Pages)

Provide the business address of the firm's office(s) to which any part of the work will be administered. If submitting a Volume 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. Volume of Previous Work – (Weighted Value 10)

Volume of work previously awarded by District for similar projects in prior 36 months (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. Recently awarded work, including Request for Qualifications, will be included in the total. The scale below will be used to determine the points for this section.

Total Dollar Value

Points Allocated

0 to \$750,000	10
\$750,001 to \$1,500,000	8
\$1,500,001 to \$2,500,000	6
\$2,500,001 to \$4,000,000	4
\$4,000,001 to \$6,000,000	2
Greater than \$6,000,000	0

H. Local Participation – (Weighted Value 5)

Firms must include their local business tax receipt with their RFQ response for this section. Firms will be awarded five points for businesses with tax receipts, for the previous consecutive five years, in the following counties: St Lucie, Martin, Indian River or Okeechobee. Partial points will be awarded for partnerships/joint ventures if all parties do not meet the criteria. Points will be awarded on the percentage of partnership (firms must submit documentation showing how the partnership will be split for the project (i.e., 51/49, 25/75, etc.).

I. Florida Certified MBE Business (Weighted Value 5)

Firms must include their certificate issued from the State of Florida, Office of Supplier Diversity. Five points will be awarded for firms holding any of the following certificates: veteran, woman or minority owned. Partial points will be awarded for partnerships/joint ventures if all parties do not meet the criteria. Points will be awarded on the percentage of partnership (firms must submit documentation showing how the partnership will be split for the project (i.e., 51/49, 25/75, etc.).

J. Financial Strength/Litigation (Pass/Fail)

Provide a statement indicating the 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 more than \$50,000. Include a brief legal description of the dispute and its status. Describe the circumstances causing the dispute and the actions your firm took to settle it.

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

Insurance: Include a certificate of insurance indicating coverage for the requested limits in Attachment E.

K. Exceptions to Draft Contract (Non-Scored)

Provide any exceptions to the Board's standard Agreement (Attachment "F"). In addition, respondents must provide all documentation or agreements that you anticipate requesting the School Board to incorporate into the final Agreement or sign because of this RFQ.

L. Addenda (non-scored)

Any addenda issued after the release of this solicitation must be signed and returned with the firm's proposal. Failure to return signed addenda may be cause for the proposal to be considered non-responsive.

M. Required Attachments (Non-Scored)

Include the following completed and signed attachments in this section of your response:

1. Attachment A
2. Attachment B
3. Attachment C
4. Attachment D
5. Attachment E
6. Attachment F

Written Proposal Total Possible Points = 100 points

INTERVIEW/PRESENTATION EVALUATION CRITERIA

After an evaluation of the proposals, the selection committee may conduct interviews and/or presentations from a concise list of firms. If interviews are determined, your company will be contacted for the interview and/or presentation, which may occur on the date listed in Section 2.

The short-listed firms will be required to make a formal presentation to the Selection Committee, following which the responders will be re-ranked by the Selection Committee, based on the stated evaluation criteria:

1. Project Team – (Weighted Value 20)

The proposer will identify key staff assigned to this project with their qualifications and longevity to the firm. The proposer will discuss how the staff will be organized to provide service to the Board and their continuity to the project.

2. Project Approach & Schedule – (Weighted Value 25)

Each firm will present their specific approach to working with the Board to develop a schedule and provide preconstruction, bidding, and construction services. Provide the Firm's preferred phasing plan and preliminary schedule through the project. Comment on schedule options and how those will affect costs. Describe the project phase or activity that you believe most benefits the overall project and why.

3. Budget and Financial Management – (Weighted Value 25)

The proposer shall present an analysis of the project budget and discuss the firm's approach to obtaining bids and managing cost control mechanisms. Describe your cost control methods for the design and construction phases. How do you develop cost estimates, how often are they updated, and what steps are taken to realign costs?

SCORING: An adjectival scoring system shall be applied throughout the evaluation process for the evaluation of the written responses and the oral presentation/informal interviews. A score of 0 is the least favorable and a score of 10 is the most favorable in all sections.

The Firm's response will be scored by Committee members in accordance with the following scale:

0	Unsatisfactory: Not responsive to the question(s).
1	Below Minimum Standards: Minimal Response to the question well below acceptable standards.
2	Below Minimum Standards: Responsive to the question but well below acceptable standards
3	Marginal: Minimal acceptable performance standards and responsive to questions.
4	Marginal: Minimal acceptable performance standards and responsive to questions.
5	Satisfactory: Meets performance expectations and responds to the question.
6	Satisfactory: Meets performance expectations, effective and responsive to the question.
7	Above Satisfactory: Meets expectations and slightly exceeds expectations.
8	Above Satisfactory: Meets expectations and exceeds expectations.
9	Above Satisfactory / Exceeds Expectations for effectiveness and responsiveness to question.
10	Exceeds Expectations for effectiveness, performance, and responsiveness to question.

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

(b)1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from Sections 286.011 and 24(b), Florida Statutes and Article I of the State Constitution.

2. Any portion of a team meeting at which negotiation strategies are discussed is exempt from Sections 286.011 and 24(b), Florida Statutes and Article I of the State Constitution.

(c)1. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

2. The recording of, and any records presented at, the exempt meeting are exempt from Sections 119.07(1) and 24(a), Florida Statutes and Article I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever occurs earlier.

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 5. Various Professional Consultants and representatives from the School Board's Purchasing Department may also be present during this process as non-voting members of the Committee. Evaluation Committee members shall conduct their independent evaluation of the proposals received and grade the responses on their merit according to the evaluation criteria in the above table. Scores for each evaluation criterion will be at the discretion of each Evaluation Committee member. The Committee may select (short-list) from no less than three (3) firms to give a presentation to the Selection Committee.

No information will be released by the School Board 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. In accordance with the CCNA, the School Board reserves the right to conduct or not conduct interviews, at its sole discretion.

B. Presentation/Interview

Presentations are tentatively planned for **the date/time listed in Section 2**. Firms will be expected to provide a thirty (30) minute presentation followed by a thirty (30) minute question and answer period. It is required that the entire team, who will be assigned the School Board project, and any others deemed necessary by the applicant, attend the presentation/interview portion of this process. The Selection Committee will evaluate and rank the firms based on the qualification submittals and presentations in accordance with the process and evaluation criteria contained in Section 4.

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.

ATTACHMENT A - DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their response certifying they have a drug-free workplace in accordance with Section 287.087, Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

As the person authorized to sign the statement, I certify that this firm complies fully with the above requirements.

COMPANY NAME _____

AUTHORIZED SIGNATURE _____ DATE _____

ATTACHMENT B - CONFLICT OF INTEREST

I HEREBY CERTIFY that

1. I (printed name) _____ am the (title) _____ and the duly authorized representative of the firm of (Firm Name) _____ whose address is _____, and that I possess the legal authority to make this affidavit on behalf of myself and the firm for which I am acting; and,
2. Except as listed below, no employee, officer, or agent of the firm have any conflicts of interest, real or apparent, due to ownership, other clients, contracts, or interests associated with this project; and,
3. The business nor any authorized representative or significant stakeholder of the business has been determined by judicial or administrative board action to be in noncompliance with or in violation of any provision/contract of the School Board of St. Lucie County, nor has any outstanding past due debt to the School Board of St. Lucie County, Florida; and
4. The School Board of St. Lucie County reserves the right to disqualify RFQs upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the RFQ process as required by law, upon the part of the Firm(s), the Board's Professional Consultant(s) or any Board employee(s) who may, or may not, be involved in developing RFQ specifications and/or firm RFQ schedules. Multiple RFQs from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Firm has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Firm is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Firms, the Board's Professional Consultant(s), or Board employees. Contractors involved in developing a RFQ specification or Contractors with knowledge of RFQ specifications prior to the advertisement shall be disqualified from participating in the RFQ process.

EXCEPTIONS (List)

Signature: _____

Printed Name: _____

Firm Name: _____

Date: _____

COUNTY OF _____ STATE OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by

_____, who is personally known to me or who has produced

_____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

Commission Expires _____ (Seal)

ATTACHMENT C - PROHIBITION AGAINST CONTINGENT FEES

In accordance with Florida Statute 287.055(6)(a), the following statement, duly signed and notarized, must be included in each proposal:

The Firm, _____, warrants that he or she has not employed or retained any company or person, other than a bona fide employee working solely for the Firm to solicit or secure this Agreement and that he or she has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the Firm any fee, commission, percentage, gift, or other consideration contingent upon or resulting from award or making of this agreement.

STATE OF _____

COUNTY OF _____

Sworn to and subscribed before me this _____ day of _____, 20____, by
_____, who is personally known to me or who
has produced _____ as identification.

NOTARY PUBLIC – STATE OF _____

Type or print name: _____

Commission No.: _____

(Seal) Commission Expires _____

ATTACHMENT D- 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.

SIGNATURE and DATE: _____

NAME AND TITLE: _____

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

ATTACHMENT E - INSURANCE REQUIREMENTS

- (1) Contractor shall not commence any construction work in connection with the project Agreement until Contractor has obtained all the following types of insurance and such insurance has been approved by the Owner, nor shall Contractor allow any subcontractor to commence work on subcontractors subcontract until all similar insurance required of the subcontractor has been so obtained and approved. All insurance policies shall be with insurers qualified and doing business in Florida

Coverage shall be at least as broad as:

- (2) 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 \$5,000,000 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 is 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. The 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 interest provision as provided under the standard ISO Form Separation of Insureds clause. The policy is to include coverage for pollution release at locations 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.

- (3) 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. The owner must be listed as Additional Insured. A waiver of subrogation must be provided. Coverage must apply on a primary basis.

- (4) 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 for all Contractor’s employees connected with the work of any project governed by this Master Agreement and, in case any work is subcontracted, Contractor shall require the subcontractor similarly to provide Worker’s Compensation Insurance for all of the latter’s employees unless such employees are covered by the protection afforded by Contractor. A waiver of subrogation must be provided. Should scope of work performed by Contractor qualify its employee for benefits under federal workers compensation statute, proof of appropriate federal act coverage must be provided.

- (5) Professional Liability (if Design/Build), with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate

- (6) 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, and \$2,000,000 policy aggregate.

Applicable to all insurance coverages: 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 more than the specified minimum limits of insurance and coverage shall be available to the Owner.

(7) 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 more than the Contractor's insurance and shall not contribute to it.

(10) Notice of Cancellation

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

(11) 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.

(12) ~~Waiver~~ 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. The contractor agrees to obtain any endorsement 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:

The Retroactive Date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.

1. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of contract work.
2. 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.
3. A copy of the claims reporting requirements must be submitted to the Owner for review.
4. 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.

(15) 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 beginning of work 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.

(16) 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.

(17) Special Risks or Circumstances

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

(18) Builders Risk: Builders Risk (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form is required for property during construction to cover subject property for all risks of loss (including flood, theft, sinkhole, windstorm & hail) with no coinsurance. Policy should include off site storage, transit, installation, and equipment breakdown. Equipment breakdown coverage should include testing. Permission to occupy should be included. Policy is to cover the interest of all parties including Owner, all contractors, and subcontractors. Contracts involving ground up new construction as well as renovations or additions to existing property should be referred to Risk Management who will make a final determination as to the procurement of this coverage. _Owner shall be named as a loss payee.

Vendor/Company Name – Print

Authorized Signature

Date

ATTACHMENT F – VENDOR AFFIDAVIT REGARDING THE USE OF COERCION FOR LABOR AND SERVICES

Vendor Name: _____

Address: _____

Phone Number: _____

Authorized Representative's Name: _____

Authorized Representative's Title: _____

Email Address: _____

Section 787.06(13), Florida Statutes requires all nongovernmental entities (such as Vendor) executing, renewing, or extending a contract with a governmental entity (such as the School Board of St Lucie County, Florida) to provide an affidavit signed by an officer or representative of Vendor under penalty of perjury that Vendor does not use coercion for labor or services as defined in that statute.

As the person authorized to sign on behalf of Vendor, I certify that the company identified above does not:

- Use or threaten to use physical force against any person.
- Restrain, isolate, or confine or threaten to restrain, isolate, or confine any person without lawful authority and against her or his will.
- Use lending or other credit methods to establish a debt by any person when labor or services are pledged as a security for the debt, if the value of the labor or services as reasonably assessed is not applied toward the liquidation of the debt, the length and nature of the labor or services are not respectively limited and defined;
- Destroy, conceal, remove, confiscate, withhold, or possess any actual or passport, visa, or other immigration document, or any other actual or government identification document, of any person.
- Cause or threaten to cause financial harm to any person.
- Entice or lure any person by fraud or deceit; or
- Provide a controlled substance as outlined in Schedule I or Schedule II of s. 893.03 to anyone for exploitation of them.

Under penalties of perjury, I declare that I have read the foregoing document and that the facts stated in it are true.

Signature of Authorized Representative

ATTACHMENT G – ATTACHMENTS TO THE RFQ

The following documents are attached to this RFQ and incorporated:

- Sample contract attached (See file labeled High School –Master Professional Services Agreement)
- Conceptual Design Criteria Package
 - Conceptual Design Criteria Narrative
 - Conceptual Site Plan
 - Conceptual Administration Building Floor Plan
 - Conceptual Classroom Building Floor Plans
 - Conceptual Gymnasium Building Floor Plan
 - Conceptual Auditoria Building Floor Plan
- SLPS Maintenance Standards