



# Request for Qualifications (RFQ)

*RFQ # 25-08*

October 21, 2024

## Continuing Contracts for Construction Management Services

Notice is hereby given that the School Board of St. Lucie, Florida intends to award Continuing Contracts for Professional Consultant Services to a minimum of two (2) Construction Management firms to provide support for the construction of District projects, not to exceed \$7,500,000. The contracts will be awarded for a term of one year from the date of award by the St. Lucie County School Board (SLCSB) with renewal options for up to two (additional) one-year periods.

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 21, 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 #25-08 – Continuing Contracts for Construction Management Services**

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 caused by the United States Postal Service or caused by any other occurrence. Any proposals received after stipulated time and date will not be accepted, nor opened, and will be returned.

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## **SECTION 1 – PURPOSE & OVERVIEW**

- A. The intent of this Request for Qualifications (RFQ) is to select firms to provide Construction Management Services, on a continuing contract basis pursuant to Chapter 1013, Florida Statutes; the Florida Consultant’s Competitive Negotiation Act, Section 287.055 Florida Statutes; State Requirements for Educational Facilities; Rule 6A-2.0010, Florida Administrative Code; and School Board Rules.
- B. In determining whether a Firm is qualified, the School board shall consider such factors as the ability and qualifications of professional personnel; experience and past performance, past litigation; location of supporting office, project/task approach and methodology; volume of previously awarded work and references.
- C. Firms submitting a response to this Request for Qualifications must be licensed in the State of according to Chapter 489, Florida Statutes. Corporations must be registered in the State of Florida by the Department of the State, Division of Corporations, at the time of final selection by the Selection Committee.

## **SECTION 2 – SCOPE OF SERVICES**

The scope of work will vary depending on the district's needs. The work may include but not be limited to renovations, additions, new construction, and maintenance projects within the \$7.5m threshold. The successful firms will be awarded a multi-year contract and will involve work at multiple sites for the duration of the contract.

## **SECTION 3 – SPECIAL TERMS & CONDITIONS**

1. Issuance of the RFQ does not constitute a commitment by THE SCHOOL BOARD to award a contract.
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 of 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 Section 287.017, Florida Statutes 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 Board 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 Board determines during the contract term that the Contractor may have submitted a false certification, then the School Board 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 Board finds that the Contractor submitted a false certification, the School Board 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 School Board upon receipt and will not be returned to the firm.

5. The School Board 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 the School Board 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. The School Board 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 the School Board 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 the School Board prior to assigning any new personnel to their key staff positions. Such approval will not be unreasonably withheld. The School Board may, with prior written substantiation, require removal of any employee(s) of the successful firm who the School Board reasonably deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued employment on the contract it deems contrary to the public interest or not in the best interest of the School Board.
  11. News releases pertaining to this procurement or contract shall not be made without prior written approval from the School Board's Director of Communications.
  12. The School Board 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 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. Vendors, contractors, consultants, or their representatives shall not meet with, speak individually with, or otherwise communicate with School Board members, the Superintendent, or School Board staff, other than the designated Buyer; and School Board members, the Superintendent, or School Board staff, other than the designated Buyer, shall not meet with, speak individually with, or otherwise communicate with vendors, contractors, consultants, or their representatives, about this specific solicitation once an Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications has been issued. Such communication with any party other than the designated purchasing agent shall be prohibited until the School Board has awarded the competitive solicitation. Any such communication shall disqualify the vendor, contractor, or consultant from responding to the subject Invitation to bid, request for quote, request for proposal, invitation to negotiate, or request for qualifications.
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 the Board's Director Financial Operations.
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. RFQ award recommendations are posted to the Bonfire website at <https://stlucieschools.bonfirehub.com/portal/?tab=openOpportunities>. Failure to file a protest within the time prescribed in Section 120.57(3) Florida Statutes will constitute a waiver of proceedings under Chapter 120, Florida Statutes and School Board Rules. RFQ tabulations or recommendations are available through the Board's website (and Bonfire) and notices will not be mailed.
18. **SCHOOL BOARD RIGHTS**
  - The School Board has the sole discretion and reserves the right to cancel this RFQ, to reject any and all submittals, to waive any and all informalities and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School Board to do so.
  - The School Board reserves the right to make award to the response deemed to be most advantageous to the School Board.
  - The School Board reserves the right to award the Contract to the next most qualified Firm if the successful Firm does not begin the contracted services within the prescribed fifteen (15) days or if an acceptable fee cannot be negotiated.
  - The successful Firm shall not discriminate against any person in accordance with federal, state, or local law.

- Firms will be notified in writing as to whether or not they have been selected for this Contract.
19. **POSTING OF RFQ CONDITIONS/SPECIFICATIONS.** This RFQ will be posted for review by interested parties on the St. Lucie Public Schools and Bonfire websites and these links can be located on the Board’s website: “<https://www.stlucie.k12.fl.us/purch/>” and will remain posted up to and including the Due Date of this RFQ. In accordance with Florida Statutes 120.57(3), with respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceeding under Chapter 120, Florida Statutes.
20. By submitting a proposal, the Firm represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes. In addition to the foregoing, the Firm represents and warrants that Firm, Firm’s subcontractors and Firm’s implementer, if any, is not under investigation for violation of such statutes.

#### **SECTION 4 - INSTRUCTIONS TO SUBMITTING FIRMS**

##### **A . Schedule**

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

Advertisement / RFQ	October 21, 2024
Cutoff for Questions	November 6, 2024, 3:00 PM
Receive Qualification Responses	November 21, 2024, 3:00 PM
Board Approval of Contract	January 2025 (tentative)

##### **B . Pre-Submittal Conference**

None.

##### **C . 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](mailto:kimberly.albritton@stlucieschools.org) or posted within Bonfire, directed to the attention of Mrs. Kimberly Albritton no later than **the date/time listed in Section 4A , 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.

##### **D . Required Submittal Format**

Your submission must be uploaded, submitted, and finalized prior to the Closing Time listed in Section 4A, Schedule. 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 5. **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.

#### **E . Public RFQ Opening**

Only the names of the firms submitting qualifications will be read aloud at the RFQ opening. The submittals will not be available for inspection during normal business hours in the Purchasing Department until 30 days after the proposal opening date or notice of a decision or intended decision; whichever is earlier, by appointment, (Florida Statute 119.071 (1) (b)).

### **SECTION 5 – 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 has the option to 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 proposing 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: Somewhat responsive to the question but well below acceptable standards
3	Marginal: Minimal acceptable performance standards and somewhat responsive to the questions.
4	Marginal: Minimal acceptable performance standards and responsive to the questions.
5	Satisfactory: Meets performance expectations and responsive 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.

### **Written 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 three 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(s) to the Evaluation Committee; describe the vendor's approach to solutions sought by the RFQ; describe the organizational structure; describe active business venue (counties, state, etc.); 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. 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 shall submit a copy of their joint venture 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 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 Engineering license 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 current status with the appropriate state board.

Any firms submitting together (i.e. more than one entity) must submit information to show how the work will be distributed between the involved parties, a percent split totaling 100% MUST be provided for each firm. The percentages provided will be used for calculations in other sections of this proposal. The percentage will not be adjusted for any reason. For example, Company A and Company B submit a joint proposal; their proposal must include the percentage share of work for each (i.e. Company A is 50% and Company B is 50%).

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

1. Provide an organizational chart for the project team and identify any small/minority business utilization.

2. Identify the following team members:
  - i. Principal in Charge of the project
  - ii. Project Manager
  - iii. Site Superintendent
  - iv. All Onsite and Offsite Personnel
  - v. Key Sub-Consultant Personnel

The team presented in the proposal must match the team working on the job after award of project. Any changes to the project team need prior written approval from the School Board.

3. For each listed above, answer the following questions. Please use a separate page for each team member. (3 page maximum per individual)
  - i. Where is this individual located?
  - ii. How long has this individual been employed by this firm?
  - iii. Years of experience?
  - iv. License or accreditation?
  - v. What is the availability of this individual to devote time to the project?
  - vi. What is this individual's length of experience with the project team?
  - vii. Give 3 examples of specific experience relevant to this project.
  - viii. Provide one-page resumes for all key personnel and sub-consultants identified in project team C-2 (all).
4. Describe the team's previous experience in K-12 construction management facility projects. (One-page maximum)
5. Describe the team's familiarity with St. Lucie Public Schools. Does the team have any direct experience with St. Lucie Public Schools? (One page maximum)
6. Provide three examples of similar construction management projects that the team has executed. For each example:
  - i. Identify the specific role of the team members.
  - ii. Discuss the scope of the referenced project in comparison to the School Board's project.
  - iii. Discuss the forecasted schedule vs. actual performance.
  - iv. Discuss the forecasted budget vs. actual performance, including change orders.
  - v. Discuss the relationship with the client and provide a reference name and telephone number.
  - vi. Discuss the owner's direct purchase experience and savings.
7. Indicate any current contracts with St. Lucie Public Schools and note how the Firm will staff and manage all awarded work for St. Lucie Public Schools.

**D. Project Approach – (Weighted Value 30) (Maximum 20 Pages)**

1. Explain how the project team will approach future projects.
2. Comment on how the team will manage interaction with school-based staff during design and project development and construction.
3. Discuss team organization, logical sequence of work, staff coordination, quality control, value engineering, life cycle costing, energy efficient design, maintenance considerations and other critical project components.
4. Explain why the Firm's project approach is the most beneficial for St. Lucie Public Schools. What are the specific reasons why the Firm's approach will be successful, efficient, and cost effective?

5. Provide a description of your typical project initiation plan, and team approach
6. Provide examples where your work has addressed the following project types:
  - a. K8 and High Schools
  - b. Occupied Campuses and Existing Conditions
  - c. Coordination with multiple stakeholders
  - d. Scope with multiple sites
7. Describe your firm's demonstrated technical competence and management qualifications, specifically those for educational and institutional clients.
8. Describe how your firm develops and maintains work schedules to coordinate with the Owner's project schedule.
9. Describe how your firm/team manages dispute resolution and claims avoidance services.
10. Describe your firm's communication process to keep all stakeholders, contractors, architects, vendors, etc. informed during all phases of the project.

**E. Budget Review – (Weighted Value 10) (Maximum 5 Pages)**

1. Describe your firm's Pre-construction expertise and how you work with the design team to maintain budget
2. Describe what are current market issues and strategies to overcome financial impacts to the project.
3. Provide examples of budget management on projects sized \$7.5 million and under (but greater than \$1 million)

**F. 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 subcontractors be managed to maintain accountability?
2. Describe in detail the extent of resources expected from School Board staff.
3. Describe how the team proposes to coordinate with the School Board's Project Manager to optimize effectiveness.
4. Describe any other significant coordination aspects of the project.
5. Discuss the firm's quality control program and identify what team members will be assigned to quality control?
6. Identify who will be responsible for fiscal management and reporting. Describe the team's familiarity and experience with the Owner Direct Purchase program.
7. Identify who will be responsible for assuring the projects are completed within schedule and within the Guaranteed Maximum Price?

**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. Firms are not required to submit anything for this section.

Firms submitting partnerships (more than one entity) will be calculated using the percentage of work from Section B – Business Structure on their total previous and awarded work. For example, Company A has a total volume of work of \$2,500,000 and their share is 50% and Company B has total volume of work of \$8,000,000 and their share is 50%. The math would be as follows:  $(\$2,500,000 \times 0.5 = \$1,250,000) + (\$8,000,000 \times 0.5 = \$4,000,000) = \$5,250,000$ , which equals 8 points on the provided scale.

<b>Total Dollar Value</b>	<b>Points Allocated</b>
<b>0 to \$5,000,000</b>	10
<b>\$5,000,001 to \$10,000,000</b>	8
<b>\$10,000,001 to \$20,000,000</b>	6
<b>\$20,000,001 to \$30,000,000</b>	4
<b>\$30,000,001 to \$50,000,000</b>	2
<b>Greater than \$50,000,000</b>	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 (more than one entity submitting) provided in Section B – Business Structure to firms that meet this criteria.

#### **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 (more than one entity submitting) provided in Section B – Business Structure to firms that meet this criteria.

#### **J. Financial Statement and Litigation – (Pass/Fail)**

All Firms shall supply evidence that the contractor has financial resources to start up and follow through on projects and to respond to damages in case of default as shown by written verification of bonding capacity equal to or exceeding the amount of any project for which the Contractor seeks prequalification. Firms are required to submit evidence of sufficient bonding capacity to bond \$7,500,000.00. The respondent must submit a letter from their insurer stating their current bonding capacity for a single job and their aggregate capacity. (The respondent will be required to bond on the guaranteed maximum price for the project). The written verification must be submitted by a licensed surety company rated excellent (“A-” or better) in the current A.M. Best Guide and qualified to do business within the State.

Firms shall submit their most recent financial statement, preferably a certified audit of the last available fiscal year, or their most recent tax return and balance sheet. Firms shall submit details of all litigation, arbitration, or other claims, whether pending or resolved in the last five years, except for immaterial claims which are defined herein as claims with a value of less than \$25,000 or which have been resolved for less than \$25,000. Notwithstanding the foregoing, all litigation, arbitration, or other claims, of any amount, asserted by or against a state, city, county, town, School Board, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, case of litigation, matter in dispute, disputed amount, and whether the award was for or against the Firm.

If the Firm is a legal joint venture or partnership, all Firms comprising the submitting entity will be required to submit the previously requested financial/litigation documentation.

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

**SECTION 6 – 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 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 above table. Scores for each evaluation criterion will be at the discretion of each Evaluation Committee member. The Committee may select (short-list) 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**

Firms may be expected to provide a thirty (30) minute presentation followed by a thirty (30) minute question and answer period. It is required that the 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. In accordance with the CCNA, the School Board reserves the right to conduct or not conduct interviews, at its sole discretion.

### **C. Negotiations**

The top-ranked Firm will be requested to submit a proposal within four (4) days of notification. The terms of the proposal will be negotiated and incorporated into the Agreement for consideration by the School Board.

**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 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.

- (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 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, an \$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 excess of the Contractor's insurance and shall not contribute with 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 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.

### (13) 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.

### (14) 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. 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 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.

### (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

Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, 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 in the course of 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 final determination as to the procurement of this coverage. Owner shall be named as a loss payee.

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Vendor/Company Name – Print

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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 purported passport, visa, or other immigration document, or any other actual or purported 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 any person for the purpose of exploitation of that person.

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:

- CM Master Agreement Continuing Services 10-21-24