



Request for Qualifications (RFQ)

RFQ # 24-04

October 11, 2023

Continuing Contracts for Environmental Health & Safety Engineering 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) Environmental Health & Safety Engineering firms to provide support for the construction of District projects, not to exceed \$4,000,000. 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, via Bonfire (online procurement portal), **no later than 3:00 p.m. on November 9, 2023.**

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

TABLE OF CONTENTS

SECTION 1 – PURPOSE & OVERVIEW 3

SECTION 2 – SCOPE OF SERVICES 3

SECTION 3 – SPECIAL TERMS & CONDITIONS 3

SECTION 4 - INSTRUCTIONS TO SUBMITTING FIRMS 6

SECTION 5 – EVALUATION CRITERIA..... 7

SECTION 6 – SELECTION PROCESS 11

ATTACHMENT A - DRUG-FREE WORKPLACE CERTIFICATION 12

ATTACHMENT B - CONFLICT OF INTEREST 13

ATTACHMENT C - PROHIBITION AGAINST CONTINGENT FEES..... 14

ATTACHMENT D- SCRUTINIZED COMPANY CERTIFICATION 15

ATTACHMENT E - INSURANCE REQUIREMENTS 16

ATTACHMENT F – ATTACHMENTS TO THE RFQ 20

SECTION 1 – PURPOSE & OVERVIEW

- A. The intent of this Request for Qualifications (RFQ) is to select a firm to provide Environmental Health & Safety Engineering Services, 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; and references.
- C. Firms submitting a response to this Request for Qualifications must be licensed in the State of Florida as an Engineer according to Chapter 471 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.
- D. The Environmental Health & Safety Engineering Services shall include, but are not limited to the following;

SECTION 2 – SCOPE OF SERVICES

The scope of work will include testing and preparing reports for activities including but not limited to asbestos inspections, groundwater monitoring, lead testing, and indoor air quality studies. The successful firms will be awarded under a multi-year professional services 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. E-Verify.

(a) Pursuant to Section 448.095(2), every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

(b) Contractors shall 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.

(c) The Contractor must furnish to the School District evidence of compliance with Section 448.095, F.S., by providing notice of the Contractor's E-Verify number, along with an affidavit stating the Contractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S.

(d) Subcontractors.

1. 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.

2. Subcontractors shall provide the Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an un-authorized alien, as defined by Section 448.095, F.S.

3. The Contractor shall provide a copy of its subcontractor's affidavit to the School District upon receipt and shall maintain a copy for the duration of the Agreement.

(e) Failure by the Contractor, or the Contractor's subcontractor, to comply with the provisions of this section during the term of this Agreement is a material breach of the Agreement and the School District shall terminate the Agreement. The Contractor shall be liable for all costs associated with the School District 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 District for at least one year after the date this Agreement is terminated.

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. By making a submission, the firm agrees to comply with all applicable federal, state and local statutes and regulations.
7. 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 11, 2023
Cutoff for Questions	October 25, 2023
Receive Qualification Responses	November 9, 2023
Board Approval of Contract	December 2023 (tentative)

B . Questions

Any questions, requests for clarifications or interpretations regarding this RFQ during the submittal preparation period (or reporting errors, inconsistencies, or ambiguities) must be received in writing via email at kimberly.albritton@stlucieschools.org, 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.

C . 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.

D . 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 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 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.

C. Project Team – (Weighted Value 40) (Maximum 10 Pages, not including resumes)

1. Provide an organizational chart for the project team and identify any small/minority business utilization. Firms should submit (if applicable) their Florida Certified Minority Business certificate from the State of Florida – Office of Supplier Diversity.
2. For each individual 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. Licenses or accreditation?
 - v. What is the availability of this individual to devote time to the District's projects?
 - vi. What is this individual's length of experience with the project team?
 - vii. Give 3 examples of specific experience relevant to this RFQ.
 - viii. Provide one-page resumes for all key personnel and sub-consultants identified in project team.
3. Describe the team's previous experience in K-12 projects. (One-page maximum)
4. 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)
5. 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. Capabilities/Technical Expertise – (Weighted Value 30) (Maximum 20 Pages)

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

E. Budget/Schedule – (Weighted Value 15) (Maximum 5 Pages)

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

F. Safety (Weighted Value 5)

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

G. Volume of Previously Awarded Work (Weighted Value 5)

The volume of work previously awarded shall be based upon the dollar value of all contracts and contract amendments awarded to the Proposer by the St Lucie County School Board for the 36-month period prior to the proposal due date of this RFP.

The dollar value of contracts and amendments pending School Board award shall be included. In the case of submittals received by joint venture, the dollar amounts paid to each of the Firms

comprising the joint venture will be included in the calculation. For this section, joint ventures also include other partnership arrangements presented in the RFQ response.

The total dollar value and points awarded for each Proposer shall be established by the Purchasing Department. The vendor is not required to submit anything for this category.

The points awarded for this category shall be based upon the following total dollar values:

Total Dollar Value	Points Allocated
0 to \$100,000	5
\$100,001 to \$250,000	4
\$250,001 to \$500,000	3
\$500,001 to \$750,000	2
\$750,001 to \$1,00,000	1
Greater than \$1,000,000	0

H. Financial Statement and Litigation – (Weighted Value 5)

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

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

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

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.

I. Exceptions to Draft Contract (Non-Scored)

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

J. Addenda (Non-Scored)

Any addenda issued subsequent to 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.

K. 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

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. 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 5.

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.

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 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.

Vendor/Company Name – Print

Authorized Signature

Date

ATTACHMENT F – ATTACHMENTS TO THE RFQ

The following documents are attached to this RFQ and incorporated:

- Master Agreement for Professional Services (Blank)