



REQUEST FOR QUALIFICATIONS

RFQ No. CQ20-0037TA

Due 3:00 PM, EST on January 9, 2020

Construction Management Services HVAC Renovation - Cape Elementary School

Sealed Qualification Statements to provide Construction Management services for HVAC Renovation - Cape Elementary School will be received at the School Board of Lee County (hereinafter the School Board), Procurement Services Department, 2855 Colonial Blvd., Fort Myers, FL 33966, until **3:00 PM, EST on January 9, 2020**. It is the Respondent's responsibility to assure that the response is received by the Department of Procurement Services prior to the opening date and time specified. Any response received after the opening date and time will be promptly returned unopened and shall not be considered. The School Board will not be responsible for responses received late because of delays by a third-party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.

This document shall serve to provide interested parties with specific information as to the procedures for selection of Construction Management services where the method of compensation is a negotiated percentage to be applied to the final project Guaranteed Maximum Price ("GMP") for The School Board of Lee County, Florida, pursuant to sections 1013.45 and 255.103 Florida Statutes. The target total project cost is between \$2.5 million and \$3 million which includes design, construction, labor, materials, etc. The School Board of Lee County will consider the contracting of a Construction Management firm, where the Construction Manager is also the Contractor for providing:

PROJECT: Construction Management Services HVAC Renovation - Cape Elementary School

The Board is requesting qualifications for Construction Management Services. Awarded Construction Manager shall work with the School Board's Facility Development & Programming Department and the selected Mechanical, Electrical & Plumbing (MEP) Firm on the project described above. The Contractor shall be responsible for assisting during the preliminary design; the design development; and the construction document phase, including scheduling and coordination, and will be responsible for the successful, timely, and economical completion of the project.

Business entities interested in providing Construction Management services to The School Board of Lee County are hereby notified that sealed qualification responses for providing the required services must be received by 3:00 PM, EST on January 9, 2020, at The School Board of Lee County, Procurement Services Department, 2855 Colonial Blvd., Fort Myers, FL 33966.

A **MANDATORY** Pre-Submission conference and site walk through will be held at 10:00 AM EST on December 18, 2019, at Cape Elementary School, 4519 Vincennes Blvd., Cape Coral, FL 33904. Attendance is **MANDATORY** for at least one representative from each respondent submitting a response.

RESPONDENT INFORMATION SHEET

School Board of Lee County
Department of Procurement Services
(239) 337-8180 Phone

Release Date: December 1, 2019

RFQ No.: CQ20-0037TA

RFQ Title: **Construction Management Services**

HVAC Renovation - Cape Elementary School

Contact: Tracey Adams; TraceyNA@leeschools.net

Request for Qualifications responses must be submitted to The School Board of Lee County, Department of Procurement Services, 2855 Colonial Boulevard, Fort Myers, Florida, 33966-1012, no later than **3:00 PM, EST on January 9, 2020** and plainly marked RFQ No. CQ20-0037TA. Responses are due and will be opened at this time.

Respondent Business Name: _____

Respondent Taxpayer Identification Number: _____

Address: _____

City, State & Zip Code: _____

Telephone: _____ Fax: _____

Name of Owner or Authorized Officer/Agent: _____

Title: _____ Date: _____

Email Address: _____ Internet URL: _____

Additional Contact Name: _____ Email Address: _____

Signature of Owner or Authorized Officer/Agent: _____
(Response must be signed by an officer or employee having authority to legally bind the Respondent)

Anti-Collusion Statement/Public Domain: I, the Respondent, have not divulged, discussed, or compared this response with any other Respondent and have not colluded with any other Respondent in the preparation of this response in order to gain an unfair advantage in the award of this RFQ. I acknowledge that all information contained herein is part of the public domain subject to the Public Records Act, Chapter 119, Florida Statutes.

Response Certification: By my signature, I hereby certify that I am submitting the following information as my company's response and understand that by virtue of executing and returning this **Respondents Information Sheet**, I further certify complete and unconditional acceptance of the contents inclusive of this Request of Qualifications, and all appendices and the contents of any addenda released hereto.

NO RESPONSE – I HEREBY SUBMIT THIS AS A “NO RESPONSE” FOR THE REASON(S) CHECKED BELOW:

- | | |
|---|---|
| <input type="checkbox"/> Insufficient time to respond | <input type="checkbox"/> Addendum received too late to respond |
| <input type="checkbox"/> Specifications were unclear or restrictive | <input type="checkbox"/> Could not meet insurance requirements |
| <input type="checkbox"/> Our schedule will not permit us to respond | <input type="checkbox"/> We do not offer the services requested |
| <input type="checkbox"/> Terms & Conditions were unclear or restrictive | <input type="checkbox"/> Remove our company name from this commodity listing only |
| <input type="checkbox"/> Could not meet specifications | <input type="checkbox"/> Keep our company on the bid list for future RFQ's |
| | <input type="checkbox"/> Other |

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GENERAL CONDITIONS

Respondent: to ensure acceptance of the response follow these instructions.

1. **Sealed Response Requirements:** The Respondent Information Sheet, page 2 of the RFQ, must be completed, signed, and returned with each response. Respondents must submit one original, manually signed response signed by a representative authorized to legally bind the Respondent to the provisions herein; additional copies as required in the detailed specifications; one electronic version, on a usable flash drive, identical to the original in PDF format; and all attachments and forms completed as required herein. Additional response submittal requirements may be defined in the detailed specifications herein. Unless otherwise specified, Respondents must use the form(s) furnished by the School Board. **Responses received that fail to comply with these submittal requirements may not be considered.**
2. **Definitions:** for the purpose of this Request for Qualifications (RFQ), the following words and phrases shall have these meaning:
 - "School Board" shall mean The School Board of Lee County, Florida.
 - "Respondent" shall mean any person, firm or corporation who submits a response pursuant to this RFQ.
 - "Construction Manager" shall mean the Respondent(s) who as a result of School Board approved ranking and subsequent contract negotiations, succeeded in entering into a contract with the School Board, as a result of this RFQ. The Construction Manager may be a corporation, partnership, individual or any combination thereof, and its, their or his successors, personal representatives, executors, administrators, and assignees.
3. **Respondent's Responsibility: It is the responsibility of the Respondent to obtain all pages of the RFQ package and all attachments thereto, together with any addenda to the RFQ package that may be issued prior to the RFQ due date.** Respondents are required, before submitting their response, to obtain and carefully examine the RFQ specifications and to completely familiarize themselves with all of the terms and conditions. Ignorance on the part of a Respondent will in no way relieve them of any of the obligations and responsibilities which are a part of this response.
4. **Response Submittal:** All responses shall be typewritten or filled in with pen and ink. Responses having erasure or corrections must be initialed by the Respondent in ink. All responses must be signed in ink by an officer or employee having authority to legally bind the Respondent. By signing, Respondent attests that they fully understand there will be no recourse for negligence or oversight for not doing so. Completed response must be submitted in a sealed envelope.
5. **Special Conditions:** If a conflict exists between the general conditions and the response instructions, then the response instructions shall prevail.
6. **Public Entity Crime:** Pursuant to Florida Statute 287.133, 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 response on a contract to provide any goods or services to a public entity, may not submit a response on a contract with a public entity for the construction or repair of a public building or public work, may not submit responses on leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or Contractor 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, for CATEGORY TWO, for a period of 36 months from the date of being placed on the convicted vendor list. Respondents shall complete and submit with their response the complete, accurate, and notarized statement required by Section 287.133, Florida Statutes, Public Entity Crimes Form, provided herein. Failure to submit a properly completed and notarized form may be cause for submittal to be judged non-responsive.
7. **Specification Variances:** For purpose of evaluation, the Respondent shall indicate any and all variances from specifications, terms and/or conditions regardless of how slight. If variations are not stated in the response, it shall be assumed that the proposed product or service fully complies with the specifications, terms and conditions herein.
8. **Requests for Clarifications:** Any and all questions regarding this RFQ, whether technical, procedural or otherwise, must be submitted in writing to the attention of the Procurement Agent designated herein, seven (7) business days prior to the RFQ due date, unless otherwise stated in the specifications. All such interpretations and supplemental instructions will be in the form of written addenda to the RFQ documents and published on the Procurement Services website. No correction or clarification of any ambiguity, inconsistency or error in the RFQ terms, conditions or specifications will be made to any Respondent orally. Only the interpretation or correction so given by the Procurement Agent, in writing, shall be binding. Respondents are advised that no other source is authorized to give information concerning, explaining, or interpreting the RFQ documents. If a Respondent should be of the opinion that the meaning of any part of the response specifications are uncertain, obscure, or contains errors or omissions, they should report such opinion to the Procurement Agent in writing no more than three (3) days after the receipt of the documents.
9. **Delivery of Response:** One response clearly marked "Original", and copies as required herein and an electronic version, on a usable flash drive, identical to the original must be furnished and arrive no later than 2:00 PM., EST, on or before the due date specified on the cover sheet of this RFQ, to be considered. Responses shall be organized and shall include necessary information as to be in full compliance with the RFQ specifications. The School Board reserves the right to reject and not consider any response that is not submitted in accordance with the RFQ general conditions, specifications or RFQ submittal requirements. The response shall be submitted in a sealed envelope addressed to The School Board of Lee County, Department of Procurement Services, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012.
 - a) If a response is delivered in person, Respondent must follow the School Board's security access procedures as

follows: park in visitor's parking area; enter building through front door; present response to Procurement Department representative for official date/time stamping.

- b) Responses received by telephone, telegraph, electronic mail, or facsimile machine shall not be accepted unless stated in the special conditions of this RFQ.
10. **Response Opening:** Response openings shall be public at the date and time stated in the RFQ at the Department of Procurement Services of The School Board of Lee County, 2855 Colonial Blvd., Fort Myers, Florida 33966-1012, unless otherwise indicated.
11. **Responses Received Late:** It is the Respondents responsibility to assure that the response is received by the Department of Procurement Services prior to the opening date and time specified. Any response received after the opening date and time will be promptly returned unopened and shall not be considered. The School Board will not be responsible for responses received late because of delays by a third party delivery service; e.g., U.S. Mail, UPS, Federal Express, etc.
12. **Processing Time:** It is understood that the normal response processing time shall be 120 days after the opening date of this RFQ, and that responses will be valid through the response processing time and the delivery of items awarded.
13. **Original and Renewal Term:** The award resulting from this RFQ shall be in effect for the term defined in the detailed specifications commencing upon Board approval or until new responses are taken and awarded. The award resulting from this RFQ (or any portion thereof) may be renewed as defined in the detailed specifications, or extended for a period up to 180 days, upon mutual agreement of both parties, under the same terms and conditions as the original award. The School Board, through its Department of Procurement Services, will, if considering a renewal or extension, request a letter of intent to renew or extend from one or more awardees, prior to the end of the current contract period. The awardees will be notified when the recommendation has been acted upon by the School Board. At the request of the School Board and upon written agreement by both parties, the original or a renewal term may be extended for up to 180 days. The Respondent agrees to these conditions by signing its response.
14. **Lobbying:** Respondents are hereby advised that they are **not** to lobby any School Board Personnel, Board Members or Selection Committee Members regarding this RFQ. All inquiries must be written and directed to the Department of Procurement Services.
 - a) Lobbying is defined as any action taken by an individual, firm, association, joint venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of School Board Personnel, Board Members or Selection Committee Members on the award of this RFQ. Lobbying by any Respondent or any individual on behalf of a Respondent will result in rejection/disqualification of said response.
 - b) Violation of this provision regarding lobbying may also result in disqualification of the Respondent from participation in competitive solicitations with the School Board for the duration of the document contract period or for some other term, at the recommendation of the Director of Procurement and as acted upon by the Superintendent and the School Board, as appropriate.
15. **Prompt Payment Discount:** Cash discount for prompt payment of invoices, if offered, shall not be considered in evaluating responses and making awards. Cash discount terms, if offered in the response, must be clearly indicated on each invoice.
16. **ePayables Program:** The School Board utilizes an ePayables Program through the MASTERCARD network. Accordingly, Respondents must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract award by the School Board. The School Board reserves the right to revise this program as necessary.
17. **Brands:** Respondents shall indicate, for each item proposed, the name and model of the brand being proposed. Use of brand names, trade names, make, model, manufacturer, or catalog number in the specifications is for the purpose of establishing a grade or quality of material only. It is not the School Board's intent to rule out other competition; therefore, the phrase "OR APPROVED EQUAL" is added, unless otherwise indicated in the specifications. However, if a product other than specified is proposed, it is the Respondent's responsibility to submit, with the response, samples, descriptive literature and/or detailed specifications which illustrate the product sufficiently for evaluation. Responses received without this information, or with insufficient information, as determined by the evaluation committee, may not be considered. If the words "ONLY" or "NO SUBSTITUTES" appear in the specification, then no other brands, trade names, makes, models or manufacturers shall be considered. The School Board shall be the sole judge concerning the merits of responses submitted. Once an item is awarded from this RFQ to a Respondent, no substitution of brands shall be permitted. If a Respondent does not indicate what it is offering in the proper blank and if the Respondent is successful in being awarded the item(s) then the Respondent shall be obligated to furnish the item(s) specified by the School Board.
18. **Warranty/Guarantee:** All materials and/or services furnished under this RFQ shall be warranted by the Construction Manager, distributor and manufacturer to be free from defects and fit for the intended use. Unless otherwise requested, the items proposed must be new and equal to or exceed specifications. The manufacturer's standard guarantee or warranty shall apply. During the guarantee or warranty period, the Construction Manager must repair and/or replace the unit without cost to the School Board with the understanding that all replacements shall carry the same guarantee or warranty as the original equipment. The Construction Manager shall make any such repairs and/or replacements immediately upon receiving notice from the School Board.
19. **Evaluation of Responses:** Responses shall be reviewed in accordance with the RFQ specifications and conditions and the best interest of the School Board. The School Board reserves the right to accept or reject any or all responses in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new

responses, and/or consider alternate responses which meet the general specifications set forth. Responses which contain any alteration, addition, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the School Board. The School Board reserves the right to evaluate and rank responses on such qualifications it deems will best serve the School Board's best interest from the standpoint of quality and suitability for the intended purpose and any other determining factors.

- a) Responses will be evaluated, publicly scored and ranked based on the written responses to the grading criteria specified herein.
 - b) Procurement designee will notify short listed firms, in writing, of a request to interview and present their capabilities.
 - c) Interviews will be conducted by the Selection Committee.
 - d) Committee Members shall publicly score interviews and presentations based on the criteria herein.
 - e) Procurement shall post the rankings, for review by interested parties, for a period of no less than three (3) business days, on the School Board website:
<http://www.leeschools.net/construction-solicitations>
 - f) A recommendation of the rankings will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject the ranking.
20. **Notification of Ranking:** Upon Board approval of the ranking, participating Respondents, successful and unsuccessful, shall be notified of the decision in writing by the Department of Procurement Services. Negotiations may proceed with the Board approved top ranked firm.
21. **Contract Documents:** Upon Board approval the Department of Procurement Services will issue a letter of award. The School Board anticipates negotiating a specific contract document for this award. If a specific contract document is not requested, this RFQ, any addenda to this RFQ, the submitted response, revisions to such documents agreed upon by both parties in writing during the negotiation process, and the corresponding purchase order(s) and change order(s) will constitute the complete agreement between the successful Respondent and the School Board. If a specific contract document is requested by the School Board, it shall be included with the above mentioned items as part of the contract agreement. Each response is received with the understanding that an acceptance in writing by the School Board of the offer to furnish any or all of the services and materials described shall constitute a contract between the Respondent and the School Board. This contract shall bind the Respondent to furnish and deliver the services and materials quoted, at the prices stated and in accordance with the condition of said accepted response.
22. **Assignment:** It is agreed that the Respondent will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous consent of the School Board and any sureties.
23. **General Information about the School Board:** The School Board and its School Board of Lee County were created

pursuant to Section 4, Article IX of the Constitution of the State of Florida. The School Board is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by School Board officials in accordance with Chapter 1001, Florida Statutes.

1. The School Board consists of seven elected officials responsible for the adoption of policies, which govern the operation of School Board public schools. The Superintendent of Schools is responsible for the administration and management of the schools within the applicable parameters of State Laws, State Board of Education Rules and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the School Board by Section 1001.51, Florida Statutes as prescribed by the State Board of Education.
 2. The School Board of Lee County serves the entire area of the county, including the cities of Bonita Springs, Cape Coral, Fort Myers, Fort Myers Beach, Sanibel, and the Village of Estero. The School Board's enrollment is approximately 90,000 pre-K-12 students with approximately 12,000 employees (including full-time, part-time, substitutes, short-course instructors, and hourly employees).
24. **Drug Free Workplace/Identical Tie Responses:** Whenever two or more responses are equal with respect to qualifications as solely determined by the School Board, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the selection process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087. If all tied businesses comply with the Drug Free Workplace requirement, a coin flip will break the tie.
25. **Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School Board of Lee County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
26. **Reuse of Existing Plans:** Existing plans are subject to reuse in accordance with the provisions of Florida Statute 287, Section 10.
27. **Construction Manager Performance:** The Construction Manager shall provide competent, suitable, qualified personnel to perform any project required by the RFQ. The Construction Manager shall at all times maintain good discipline and order while on School Board property. Construction Manager employees and Subcontractor employees (if authorized) assigned to this project must be pre-screened and will be thoroughly reviewed for but not limited to current certification and documentation.
- a) When on School Board property, the Construction Manager shall furnish all equipment, labor, transportation, construction equipment and machinery,

tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of any project unless otherwise specified.

- b) The Construction Manager shall be responsible for the appearance and demeanor of all personnel assigned to the project and shall require that all employees wear shirts with visible company logo and personal identification of the individual employee. Uniforms and/or dress code shall be inclusive of, but not limited to, neat and clean company uniforms or attire that are appropriate and easily identifiable. School Board identification badges shall be worn and clearly visible while on any School Board property.
- c) The Construction Manager's personnel shall have no contact with students or school staff, other than administrative staff or designated representatives, with the exception of emergency situations. The Construction Managers employees shall refrain from using foul, abusive, or profane language on School Board property.
- d) Upon arrival and departure onto any School Board school campus, the Construction Manager's employees shall enter their company information into the School Log Book provided in the Administrative office of each campus.
- e) The Construction Manager's personnel shall be aware that all School Board sites are smoke free areas. The use of tobacco products is prohibited on any property owned by the School Board. Construction Manager's personnel shall be aware that it is illegal to have in one's possession any firearm, illegal drug or alcoholic beverage while on School Board property; or be under the influence of any illegal drug or alcoholic beverage while on School Board property.
- f) When on School Board property, the Construction Manager shall strictly limit its operations to the designated work areas and shall not permit any employees to enter any other portions of School Board property without School Board's expressed prior written consent.
- g) All employees are prohibited from distributing any papers or other materials upon School Board property, and are strictly prohibited from using any School Board telephones or other office equipment.
- h) All employees shall enter and leave School Board facilities only through the ingress and egress points designated, from time to time, by the School Board.
- i) The Construction Manager shall be responsible for the removal of all trash and debris occasioned by this contract. Failure to adhere to this requirement will result in the costs of the performance of this work by others being charged to the Construction Manager.
- j) The Construction Manager shall be responsible for all damages caused by the Construction Manager, its Subcontractors and employees of each, and shall be held responsible for replacing or repairing any damage due to negligence on their part to any person(s) and/or property. The School Board may withhold payment or make such deductions as deemed necessary to insure

reimbursement or replacement for loss or damage to property.

- k) Any existing surface or subsurface improvements, including, but not limited to, pavements, curbs, sidewalks, pipes, utilities, footings, structures, trees and shrubbery, not indicated in the contract documents to be removed or altered, shall be protected by Construction Manager from damage during the prosecution of any project. Any such improvements so damaged shall be restored by Construction Manager to condition at least equal to that existing at the time of Construction Manager's commencement of any project.
- l) Construction Manager acknowledges that work may be performed at a particular project site where the School Board simultaneously is conducting and continuing its operations upon the same site. In such event, Construction Manager shall coordinate its work so as to cause no unreasonable interference with or disruption to the School Board's operations. The School Board may perform other work related to any particular project at the site by the School Board's own forces, have other work performed by utility owners or let other direct contracts.
- m) If during the performance of any project, Construction Manager or any Subcontractor, sub-Subcontractor, agent, employee or anyone else for whom Construction Manager is legally liable, causes a disruption to any utilities service to other facilities or customers within a project area, Construction Manager shall take all actions necessary and required to immediately restore such utilities service. If Construction Manager fails to take such immediate actions the School Board shall have the right to take whatever actions it deems necessary and required to immediately restore the disrupted services, and all costs incurred by the School Board as a result thereof shall be reimbursed to the School Board by Construction Manager within five (5) business days of written demand for same from the School Board.
- n) Construction Manager is responsible for the safety and protection of all persons and property on or about the project site during the progress of any project. Further, it is Construction Manager's responsibility to protect from damage or loss all material and equipment to be incorporated into any project which may be stored off the project site. Construction Manager shall develop and implement, in accordance with the requirements of the contract documents (including any School Board rules or regulations), a safety plan for any project, as required. Construction Manager shall comply with all applicable codes, laws, ordinances, rules and regulations of the School Board and any public body having jurisdiction over any project, including all of their safety codes, laws, ordinances, rules and regulations. If Construction Manager observes that the Contract Documents are at variance therewith, it shall promptly notify the School Board in writing.
- o) When requested, Construction Manager shall cooperate with any ongoing School Board investigation involving personal injury, economic loss or damage to

the School Board's facilities or personal property therein.

- p) Proper safety barricades, protective, and covering devices shall be used to divert traffic and protect personnel. Normal safety signs, necessary lighting and temporary fencing/barricades around work areas shall be installed and maintained in accordance with OSHA requirements while the work is in progress. Materials must be secured in accordance with OSHA regulations when not in use.
- q) The Construction Manager shall be responsible for instructing their employees in all safety measures. All equipment used by the Construction Manager shall be free from defects or wear that may in any way constitute a hazard to any person or persons on School Board property. At no time shall equipment be operated without guards, shields, or other manufacturers recommended safety accessories in place and functioning as intended by the manufacturer. All current OSHA safety standards shall be reinforced including, but not limited to, the following rules:
 - i. All OSHA and Federal required safety equipment shall be installed and functioning on all equipment.
 - ii. All equipment shall be in sound working condition and must meet all OSHA Safety Standards. All workers shall be aware of and trained in the operation of all safety equipment required for this project.
 - iii. The Construction Manager shall ensure that employees are equipped with proper safety items such as glasses, hard hats, gloves, etc.
 - iv. All incidents on campus involving School Board property or personnel shall be reported to the Director of Maintenance Services Department and the Campus Administrator immediately upon occurrence.
 - v. All debris shall be removed to an environmentally approved landfill or recycling center.

FAILURE TO COMPLY WITH ANY OF THE ABOVE PERFORMANCE REQUIREMENTS MAY RESULT IN TERMINATION OF CONTRACT.

- 28. **Inspection, Identification and Acceptance:** Construction Managers shall be responsible for delivery of items in new condition meeting specification at point of destination. Construction Managers shall file with the carrier all claims for breakage, imperfections and other losses. If the material and/or services supplied to the School Board is found to be defective or does not conform to specifications, the School Board reserves the right to cancel the order upon written notice to the seller and return the product to the seller at the seller's expense.
- 29. **Bid Bonds:** Bid bonds, when required, shall be submitted with the bid in the amount specified in the detailed specifications. Bid bonds will be returned to unsuccessful Proposers.
- 30. **Performance Bonds:** When required and after acceptance of a proposal, the School Board will notify the successful Proposer to submit a recorded payment and performance bond in the amount specified in the detailed specifications.
- 31. **Worker's Compensation:** Construction Managers shall obtain and maintain during the life of the contract Workers'

Compensation Insurance in compliance with Chapter 440, Florida Statutes for all of his employees employed on the project. In case any work is sublet, Construction Manager shall require Subcontractors similarly to provide Workers' Compensation Insurance.

- 32. **Scrutinized Companies:** House Bill 545 prohibits a company that is on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel from bidding on, submitting a proposal for, or entering into or renewing a contract with an agency or local government entity for goods or services of any amount. The bill also requires a contract with an agency or local governmental entity for goods or services of any amount entered into or renewed on or after July 1, 2018, to contain a provision that allows for the termination of the contract at the option of the awarding body if the company has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel. An agency or local governmental entity is authorized to make a case-by-case exception to the prohibition of contracting with companies that are on the Scrutinized Companies that Boycott Israel List or that is engaged in a boycott of Israel if certain conditions are met. Additionally, the bill requires a company to provide certification that it is not engaging in a boycott of Israel before submitting a bid or entering into or renewing a contract with an agency or local governmental entity. The bill provides for preemption of any ordinance or rule of any agency or local governmental entity involving public contracts for goods or services of any amount with a company that has been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.
- 33. **Cancellation/Termination:** In the event any of the provisions of the contract awarded as a result of this RFQ are violated by the Construction Manager, the Superintendent or designee will give written notice to the Construction Manager stating the deficiencies and unless the deficiencies are corrected within ten (10) calendar days, recommendation may be made to the Board for immediate cancellation. Upon cancellation hereunder the Board may pursue any and all legal remedies as provided herein and by law. The Board reserves the right to terminate any contract resulting from this invitation at any time and for any reason, upon giving seven (7) days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the Board will be relieved of all obligations under said contract. The Board will only be required to pay to the Construction Manager that amount of the contract actually performed to the date of termination. Repeated instance of failure to perform may result in cancellation of the contract and removal of the Proposer from consideration on other School Board contracts for the duration of the document contract period or for three years, whichever is longer, at the discretion of the Director of Procurement. The contract may be terminated in accordance with Section 287.135, Florida Statutes, by the School Board if:
 - a) Construction Manager is found to have submitted a false certification concerning inclusion on a Scrutinized Companies List;

- b) Construction Manager has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel;
- c) Construction Manager has been placed on the Scrutinized Companies with activities in Sudan List or the Scrutinized Companies with activities in the Iran Petroleum Energy Sector List; or
- d) Construction Manager has been engaging in business operations in Cuba or Syria.
- e) The School Board may at any time by written notice to the Construction Manager stop all or any part of the work for this RFQ award. Upon receiving such notice, the Construction Manager will take all reasonable steps to minimize additional costs during the period of work stoppage. The School Board may subsequently either cancel the stop work order resulting in an equitable adjustment in the delivery schedule and/or the price, or terminate the work in accordance with the provisions of the RFQ terms and conditions.
- f) Failure of the Construction Manager to provide products within the time specified in the RFQ shall result in the following: The Buyer shall notify Construction Manager in writing within five (5) calendar days via the Vendor Performance Form and provide five (5) calendar days to cure. If awarded Construction Manager cannot provide product, School Board of Lee County reserves the right to purchase product from the next lowest responsive and responsible Proposer. The defaulting Construction Manager may be responsible for reimbursing the School Board of Lee County for the price differences.
34. **Default:** In the event that the awarded Proposer should breach this contract, the School Board reserves the right to seek all remedies in law and/or in equity.
35. **Liability:** Where Construction Managers are required to enter or go onto School Board property to deliver materials, perform work or provide services as a result of a proposal award, the awarded Construction Manager assumes full duty, obligation and expense of obtaining all necessary licenses, permits and insurance, and shall be fully responsible for its own negligent or willful acts or omissions. Refer to the Attachment C (Insurance Requirements form) for the School Board's insurance requirements.
36. **Indemnity: This General Condition of the RFQ is NOT subject to negotiation and any proposal that fails to accept these conditions may be rejected as "non-responsive", unless Construction Manager is entitled to sovereign immunity by action of the Florida Legislature.** The School Board agrees to assume liability in the amounts and for the cause established in Section 768.28, Florida Statutes for only injuries or damage caused by the negligence of the School Board, its agents or employees in performance of the duties of this contract. Nothing herein is intended to serve as a waiver of sovereign immunity by the School Board. Nothing herein shall be construed as consent by the School Board to be sued by third parties in any matter arising out of any contract. Construction Manager shall hold harmless and defend the School Board and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against the School Board by an employee of the named Construction Manager, any Subcontractor, or anyone directly or indirectly employed by any of them. The Construction Manager's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Construction Manager's limit of, or lack of, sufficient insurance protection.
37. **Taxes:** The School Board is exempt from any Taxes. State Exemption Certificate certified on request. State Sales Tax Exemption Certificate is No. 85-8012622066C-4, and Federal Tax Identification is No. 59-6000701.
38. **Laws and Regulations:** Construction Managers will comply with all applicable Federal, State and Local laws, statutes and ordinances including, but not limited to the rules, regulations and standards of the Occupational Safety and Health Act of 1970, the Federal Contract Work Hours and Safety Standards Act, and the rules and regulations promulgated under these Acts. Construction Managers agree not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age or national origin. Lack of knowledge of applicable laws, statutes and ordinances by the Proposer shall not constitute a cognizable defense against actual or potential damages caused thereby.
39. **Occupational Safety Hazards Act Requirements:** The Proposer certifies that all material, equipment, etc., contained in the Proposal meets all Occupational Safety Hazards Act (OSHA) requirements. The Proposer further certifies that if he or she is the successful Proposer and the material, equipment, etc., delivered is subsequently found to be deficient pursuant to any OSHA requirement in effect on the date of delivery, all costs necessary to bring the material, equipment, etc. into compliance with aforementioned requirements shall borne solely by the Proposer.
40. **Governing Law & Venue:** All agreements as a result of an award hereto and all extensions and modifications thereto and all questions relating to its validity, interpretation, performance or enforcement shall be governed and construed in conformance to the laws of the State of Florida. In the event of a legal proceeding, the venue for state court shall be in Lee County Florida or for federal court shall be United States District Court, Middle District of Florida.
41. **Drug Free Workplace/Identical Tie Proposals:** Whenever two or more proposals, which are equal with respect to price, quality and service, are received for the procurement of commodities or contractual services, a proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. In order to have a drug-free workplace program, a business shall comply with the requirements of Florida Statute 287.087. If all tied businesses comply with the Drug Free Workplace requirement, a coin flip will break the tie.
42. **Ethics:** All awarded Construction Managers shall comply with the requirements of law regarding ethics as set forth in Chapter 112, Florida Statutes, rules promulgated by the

Florida Commission of Ethics, and School Board Purchasing and Bidding Policies.

43. **Conflict of Interest:** Proposer is subject to the provisions of Chapter 112 Florida Statutes. The Proposer must disclose with their response the name of any company owner, officer, director, agent or representative who is also an employee of the School Board of Lee County or their immediate family which owns any interest of any amount in the Proposer's company, partnership or agency.
44. **Use of Other Contracts:** The School Board reserves the right to utilize other School Board contracts, State of Florida Contracts, contracts awarded by other city or county governmental agencies, other school boards, other community college/state university system cooperative proposal agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule 6A-1.012(5) in lieu of any offer received or award made as a result of this proposal, if it is in its best interest to do so. The School Board also reserves the right to separately propose any single order to purchase any item on this proposal if it is in its best interest to do so.
45. **Authority to Piggyback:** The School Board of Lee County is a member of S.W. Florida Cooperative Purchasing Consortium. Other members include governmental entities in Charlotte, Collier, Hendry and Lee Counties. The School Board is also a member of the Bay Area Schools Purchasing Consortium; other members include the school boards of Brevard, Charlotte, Florida Virtual Schools, Hernando, Hillsborough, Lake, Manatee, Osceola, Pasco, Pinellas, Polk, Sarasota, and Seminole; and additional Florida school boards may join the Consortium. Upon award of this proposal, if mutually agreed upon between the successful Proposer(s) and governmental entity, submission of any proposal in response to this request constitutes a proposal made under the same conditions, for the same price, and for the same effective period as this proposal, to any other participating members of the above referenced Consortium entity.
46. **Invoicing and Payment:** Orders shall be processed or work performed only upon receipt of authorized purchase orders issued by The School Board of Lee County Procurement Department.
 - a) The Construction Manager will provide **copy of the original invoice to The School Board of Lee County, Financial Accounting Department via email FinanceInvoices@LeeSchools.net**
 - b) All invoices shall include purchase order number for proper identification. Invoices must be prepared properly to avoid unnecessary delays in payment. Upon receipt of invoices forwarded from the Finance Department, the user school/department will approve payment for requested work that has been completed satisfactorily. All invoices and correspondence shall be legible and dated.
 - c) The School Board utilizes an ePayables Program through the MASTERCARD network. Accordingly, **Proposers must presently have the ability to accept these credit cards for payment, or take steps necessary to implement this ability before the start of the contract term, or contract award by the School Board.** The School Board reserves the right to revise this program as necessary.
47. **Liquidated Damages Recovery:** Construction Manager agrees to the use of Liquidated Damages Recovery in the event the Construction Manager fails to perform in accordance with contract provisions. On any occasion where the Construction Manager fails to perform or defaults on the contract, or any material provision thereof, the School Board may procure the necessary supplies/services from other sources and hold the Construction Manager financially responsible for any excess costs incurred. The difference between the contracted price of the products and the actual price paid in this circumstance may be deducted from funds owed to the non-performing Construction Manager.
48. **Contact Information:** The Construction Manager shall appoint a person or persons to act as a primary contact with the School Board. This person or their designated back up shall be readily available during normal business hours by phone or in person; knowledgeable of the terms, conditions and procedures involved; and respond to messages within 24 hours. The School Board shall appoint a person or persons to act as the School Board Representative. The Construction Manager shall have access to the site after school hours, on weekends, and during school hours at the discretion of School Board Representative. All scheduling shall be coordinated with the School Board Representative.
49. **Bid Protest:** All solicitations and notices of intended decisions with respect to contract awards shall include the following statement: "Failure to follow the requirements of the bid protest procedures established by The School Board of Lee County, Florida, shall constitute a waiver of all protest rights. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
50. **Maintaining Public Records:** Parties awarded a contract as a result of this solicitation who provide a service acting on behalf of the School Board shall:
 - 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 the 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 contract if the Construction Manager does not transfer the records to the School Board.
 - d) Upon completion of the contract, transfer, at no cost, to the School Board all public records in possession of Construction Manager or keep and maintain public records required by the School Board to perform the service. If Construction Manager transfers all public records to the School Board upon completion of the contract, Construction Manager shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure

requirements. If Construction Manager keeps and maintains public records upon completion of the contract, Construction Manager 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 that is compatible with the information technology systems of the School Board.

- e) **PUBLIC RECORDS NOTICE: If the CONSTRUCTION MANAGER has questions regarding the application of Chapter 119, Florida Statutes, to its duty to provide public records relating to the agreement, contact the Custodian of Public Records, (239) 337-8420, PublicRecords@LeeSchools.net 2855 Colonial Blvd., Fort Myers, Florida 33966.**

51. **Confidential, Proprietary or Trade Secret:** All responses received in response to this solicitation shall be considered a public record pursuant to Chapter 119 Florida Statutes disclosure and will **not** be confidential with the exception of financial statements.

- a. **Redacted Copies:** If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119 Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the School Board with a separate redacted hard copy and electronic copy of its response.
- b. The redacted copies shall contain the School Board's solicitation name, number, and the name of Proposer on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copies shall be provided to the School Board at the same time Proposer submits its response to the solicitation and must only exclude or obliterate those exact portions which are claimed confidential, proprietary, or trade secret.
- c. Proposer shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, Proposer shall protect, defend and indemnify the School Board for any and all claims from or relating to Proposers determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.
- d. If the Proposer fails to submit Redacted Copies with its response, the Department is authorized to produce the entire documents, data or records submitted by Proposer in response to a public records request for these records.

e. **Public Meetings/Evaluations:** All evaluations of solicitations are subject to discussion at public meetings. If during the course of the evaluation, pertinent facts cannot be disclosed or discussed in a public forum due to the Proposer's designating such materials as confidential, the Proposer's response may be deemed non-responsive and rejected from further consideration of award and any rights to protest is thereby waived.

52. **Patents, Copyrights & Royalties:** Construction Managers agree to indemnify and save harmless the School Board, its officers, employees, agents, or representatives from liability of any nature or kind, including cost and expenses for or on account of copyrighted, patented or un-patented invention, process, or article manufactured or used in the performance of the contract award hereunder. If the Construction Manager uses any software design, device or materials covered by royalties or cost arising from the use of such design, device or material in any way involved in the product or services shall be included in the price proposal of the Construction Manager.

53. **RFQ Preparation Costs:** Neither the School Board nor its representatives shall be liable for any expenses incurred in connection with the preparation of a response to the RFQ.

54. **Background Screening Requirements:** Construction Manager will comply with all requirements of Florida Statutes 1012.32, 1012.465, 1012.467 and 1012.468, by certifying that the Construction Manager and all of its employees who provide services under this contract have completed the background screening required by the referenced statutes and meet the standards established by the statutes. This certification will be provided to the School Board in advance of the Construction Manager providing any services on campus while students are present. The Construction Manager will bear the cost of acquiring the background screening and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Construction Manager and its employees. Construction Manager will provide the School Board a list of its employees who have completed background screening as required by the referenced statutes and meet the statutory requirements. Construction Manager will update these lists in the event that any employee listed fails to meet the statutory standards or new employees who have completed the background check and meet standards are added. Construction Manager agrees that in the event the Construction Manager or any employee who the Construction Manager has certified as completing the background check and meeting the statutory standards then is convicted of any disqualifying offense, the Construction Manager will notify the School Board within 48 hours of such.

- a) The parties agree that in the event that Construction Manager fails to perform any of the duties described in this paragraph, this will constitute a material breach of the contract entitling the School Board to terminate immediately with no further responsibility to make payment or perform any other duties under this contract. Construction Manager agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical

injury, death, or property damage resulting from Construction Manager's failure to comply with the requirements of this paragraph of the Florida Statutes.

- b) Effective October 1, 2005 the Florida Department of Law Enforcement opened a new shared fingerprint database that is available to all School Boards in Florida. Construction Manager and their employees who were fingerprinted within the last five (5) years in any county in Florida should be in the State fingerprinting database. Construction Managers and their employees who have been fingerprinted in one of the School Boards should have the ability to notify other School Boards Human Resources Department of their fingerprinting status by providing the name of the School Board in which they were fingerprinted, employee name and social security number. This legislation alleviates the issue of requiring Construction Managers to be fingerprinted in every School Board in which they provide services.
- c) Construction Manager must provide a list of employees that will participate in this contract for fingerprinting appointments to the School Board's Department of Professional Standards and Equity at 239-337-8331.
- d) Any costs associated with obtaining School Board badges through the Department of Professional Standards and Equity shall be the sole responsibility of the Construction Manager.

55. **Process for Fingerprinting:** Upon award, Construction Management firm is required to comply with the requirements of Florida Statutes, Section 1012.32, 1012.465, 1012.467 and 1012.468 and the Lee County School Board Policy 5.04, Fingerprinting and Background screening, sections 4 and 5. Among other compliance items included in this policy, section 5 (a) and (b) state: (a) Prior to the start of work on any School Board site, all contractors including but not limited to construction manager, company owners, engineers, specialty Construction Managers, subcontractors and personnel for the same shall be subject to a criminal background check to determine eligibility to perform work on a School Board site, unless the individual meets an exception contained in the School Board Policy. Individuals subject to a criminal background screening under this section shall pay the processing and maintenance fee required for all appropriate background checks. (b) In the event a contract results in the deployment of personnel, whether they are a direct employee of the Construction Manager or a Subcontractor, to a School Board construction site or any School Board property it is the responsibility of the Construction Manager to follow the requirements of this policy.

Fingerprinting - Frequently Asked Questions and Cost: The cost for fingerprinting, and answers to frequently asked questions (FAQs) related to the fingerprinting process, are located on the School Board's website: <http://www.leeschools.net/vendor-fingerprinting-faq>.

Construction Managers who will never be present on a School Board campus are not required to be fingerprinted.

Effective May 12, 2014, fingerprinting services for Construction Managers with the School Board of Lee County will be provided by Fieldprint. There are currently multiple local locations that offer Fieldprint fingerprinting services.

Those locations, as well as the locations of additional authorized service centers in Florida and other states, are available on the Fieldprint registration website at <http://www.fieldprintflorida.com>.

THERE WILL BE NO EXCEPTIONS TO THIS PROCESS.

FEDERAL GRANTS TERMS AND CONDITIONS

For any solicitation that involves, receives or utilizes Federal Grants funding, the following terms and conditions shall be considered a part of the solicitation and resulting award and the Vendor accepts and acknowledges that it is and will continue to be in compliance with said terms and conditions for the term of the award:

- 56. **Illegal Alien Labor:** Vendor shall comply with all federal and state laws prohibiting the hiring and continued employment of aliens not authorized to work in the United States. Vendor must not knowingly employ unauthorized aliens and should such violation occur shall be cause for cancellation of the contract. The Vendor and its Subcontractors will utilize the E-verify system established by the U.S. Department of Homeland Security to verify the employment eligibility of its employees.
- 57. **Recovered Material (2 CFR §200.322): applies to all contracts greater than \$10,000.** Vendor must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the School Board's preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.
- 58. **Federal Drug Free Workplace:** Vendor agrees to comply with the drug-free workplace requirements for federal Vendors pursuant to 41 U.S.C.A. § 8102.
- 59. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352): applies if contract is greater than or equal to \$100,000.** Vendor certifies that it has filed the required certification and that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of an agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Vendor must disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- 60. **Energy Efficiency / Conservation (42 U.S.C. 6201):** Vendor agrees to comply with the mandatory standards and policies relating to energy efficiency contained in the state energy

conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

61. **Clean Air Act (42 U.S.C. 7401 Et Seq.) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended applies to contracts and subgrants in excess of \$150,000:**

Vendor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Vendor shall report any and all violations to the Federal awarding agency and the Regional Office of the EPA, and notify the School Board of Lee County concurrently within 30 days of notice of the violation.

62. **Debarment and Suspension:** Vendor certifies that it complies fully with the Federal Debarment Certification regarding debarment suspension, ineligibility and voluntary exclusion. In accordance with 2 CFR part 180 that implement Executive Orders 12549 and 12689. Furthermore, Vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

63. **Equal Employment Opportunity:** During the performance of this contract, the Vendor agrees as follows:

- a) The Vendor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Vendor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Vendor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.
- b) The Vendor will, in all solicitations or advancements for employees placed by or on behalf of the Vendor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- c) The Vendor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing,

or action, including an investigation conducted by the employer, or is consistent with the Vendor's legal duty to furnish information.

- d) The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a Record Retention and access requirements to all records. The Vendor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the Vendor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- e) The Vendor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- f) The Vendor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- g) In the event of the Vendor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated, or suspended in whole or in part and the Vendor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- h) The Vendor will include the provisions of paragraphs (a) through (h) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each Subcontractor or Vendor. The Vendor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event the Vendor becomes involved in, or is threatened with, litigation with a Subcontractor or Vendor as a result of such direction, the Vendor may request the United States to enter into such litigation to protect the interests of the United States.

64. **Copeland "Anti-Kickback" Act (18 U.S.C. 874 and 40 U.S.C. 276C):** The Vendor certifies that it is, and will continue to be,

for the term of this contract in for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

67. **Health and Safety Standards in Building Trades and Construction Industry (40 U.S.C. 3704)**: No laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous.

65. **Davis-Bacon Act, as Amended (40 U.S.C. 276a to A-7)**:

Vendor, certifies that it is, and will continue for the term of this contract, to be in compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, the Vendor is herein required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, Vendor agrees to pay wages not less than once a week. The Vendor must provide a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. Vendor acknowledges that the decision to award this contract or subcontract is conditioned upon the acceptance of the wage determination which the Vendor accepts. The Vendor agrees to report all suspected or reported violations to the Federal awarding agency and to notify the School Board concurrently. The Vendor certifies that it is, and will continue to be, for the term of this contract in full compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Vendors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each Vendor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

66. **Contract Work Hours and Safety Standards Act (40 U.S.C. 327-333)**:

Vendor, certifies that it is, and will continue for the term of this contract, to be in compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each Vendor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies

RESPONSE INSTRUCTIONS

RFQ No. CQ20-0037TA

Construction Management Services **HVAC Renovation - Cape Elementary School**

1. **Submission of Responses:** One (1) original response and six (6) copies must be received by the School Board's Procurement Services Department no later than 3:00 PM EST, on January 9, 2020 to be considered. Respondents that do not comply with the School Board's procedures or deadlines will not be considered. The School Board will retain all response information received. Responses received after the stipulated due date and time will not be accepted and will be returned unopened to the Respondent.

The response shall be submitted in a sealed package addressed to:

School Board of Lee County
Procurement Services Department
2855 Colonial Blvd.
Fort Myers, FL 33966

The response shall be clearly identified as:

Request for Qualifications No. CQ20-0037TA
Construction Management Services
HVAC Renovation - Cape Elementary School

2. **Questions About the RFQ:** Any questions concerning the Request for Qualifications shall be directed in writing via email to the Procurement Services Department, Tracey Adams, Procurement Coordinator TraceyNA@leeschools.net no later than **December 18, 2019 at 1:00 P.M.** Any question resulting in clarification to the RFQ will be answered in the form of an addendum and placed on the School Board's Department of Procurement Services – Construction Solicitations website <http://www.leeschools.net/active-construction-solicitations>. Respondent shall be responsible for the acknowledgement of each addendum on Attachment D, the Addenda Acknowledgement Form. No verbal or written information which is obtained other than by information in this document or by addendum to this RFQ will be binding on the School Board. Copies of addenda will be made available for inspection at the School Board's Department of Procurement Services where response documents will be kept on file.
3. **Evaluation of Responses:** Responses shall be reviewed in accordance with the RFQ specifications and conditions and the best interest of the School Board. The School Board reserves the right to accept or reject any or all responses in part or in whole, waive minor variations, informalities, irregularities, omissions or technicalities, request new responses, and/or consider alternate responses which meet the general specifications set forth. Responses which contain any alterations, additions, conditions, limitations, unauthorized alternates or show irregularities of any kind may be rejected by the School Board. The School Board reserves the right to evaluate and rank responses on such qualifications it deems will best serve the School Board's best interest from the standpoint of quality and suitability for the intended purpose and any other determining factors.
 - a) Responses will be evaluated, publicly scored and ranked based on the written responses to the grading criteria specified herein.
 - b) Procurement designee will notify short listed firms, in writing, of a request to interview and present their capabilities.
 - c) Interviews will be conducted by the Selection Committee.
 - d) Committee Members shall publicly score interviews and presentations based on the criteria herein.

- e) Procurement shall post the rankings, for review by interested parties, for a period of no less than three (3) business days, on the School Board website:
<http://www.leeschools.net/construction-solicitations>
- f) A recommendation of the rankings will be presented to the Superintendent, and subsequently to the School Board for consideration. The School Board exercises the authority to accept or reject the ranking.

4. **Contract:** The contents of the response of the successful Respondent will become part of the contractual obligations.
5. **False Official Statement:** All information submitted by the Respondent is subject to Section 837.06, Florida Statutes, as an official statement. In the event a Respondent is found to have made a false official statement, such Respondent shall be ineligible for consideration for this and future projects, pursuant to School Board Policy 6.07(1).

6. **Estimated Timeline:**

December 1, 2019	Release of RFQ No. CQ20-0037TA
December 18, 2019	MANDATORY Pre-Submission and Site Walk Thorough 10:00 AM EST Cape Elementary School 4519 Vincennes Blvd. Cape Coral, FL 33904
December 19, 2019	Written questions due in the Department of Procurement Services by 1:00 PM EST
January 9, 2020	Written Responses AND Client Reference due on or before 3:00 PM EST Department of Procurement Services 2855 Colonial Blvd., Fort Myers, Florida 33966-1012
February 4, 2020	Selection Committee reviews responses for short-list at 10:00 AM Lee County Public Education Center 2855 Colonial Blvd., Fort Myers, FL 33966
February 11, 2020	Finalist presentations, scheduled at the School Board’s discretion
March 2020	School Board Action

Dates and times are estimated and are subject to change. Notification of changes to the time schedule will be made to registered Respondents and posted on the website. Response to inquiries regarding the status of the RFQ will not be made prior to the posting of award recommendation.

7. **Public Payment and Performance Bond:** If during the contract term, the awarded Contractor is approved to perform construction services, then the Contractor shall be required to provide a public payment and performance bond executed by a surety company satisfactory to the School Board and licensed to do business in Florida, in accordance with Florida Statutes and School Board policy. The Contractor shall furnish the School Board with a public payment and performance bond that has been recorded in the Public Records of Lee County, Florida in the full amount of Board approved services if valued over \$200,000.00 at no additional cost to the School Board. Assignment of any additional work beyond the amount of the bond procured will require additional bonding prior to execution of work.

8. **Mandatory Submittal Requirements:** In order to maintain comparability and facilitate the review process, it is required that responses be organized in the manner specified below. Include all information requested herein in the response. All responses to the RFQ shall be submitted in an 8 ½" x 11", edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in this section (sections r-aa can be one divider tab labeled Attachments). Contents shall be in conformance with requested criteria utilizing the Respondent's phrasing to complete the requested listing. Include one (1) original, manually signed response, six (6) copies, and an electronic version on a usable flash drive identical to the original. **Failure to comply with response submittal requirements may be grounds for response rejection.**
- a) **Respondent Information Sheet:** The Respondent Information sheet is the first page of the proposal (no tab is required).
 - b) **Table of Contents:** Include a clear identification of the material by section and by page number.
 - c) **Letter of Interest:** Include RFQ number, subject, the name of the Respondent, address, telephone number, email address and the date. This letter is limited to one page, and must be signed by the officer of the company. Include:
 - i. Number of years the organization has been in business as a Contractor.
 - ii. List of other or former names the organization operated.
 - iii. If the organization is a corporation, list the date of incorporation, State of incorporation, President's name, Vice-president's name, Secretary's name, Treasurer's name.
 - iv. If the organization is a partnership, list the date of organization, type of partnership (if applicable) and name(s) of general partner(s).
 - v. If the organization is individually owned, list the date of organization and name of owner.
 - vi. List jurisdictions and trade categories in which the organization is legally qualified to do business, and indicate registration or license numbers, if applicable.
 - vii. List jurisdictions in which the organization's partnership or trade name is filed.
 - viii. Indicate that the response is free of trade secret/proprietary information.
 - d) **Bonding Capacity:** Submit a letter from a surety company to include the following:
 - i. Confirmation the surety is licensed to do business in the State of Florida.
 - ii. Confirmation the Respondent has the bonding capacity for the target total project cost between \$2.5 million and \$3 million.
 - iii. State the Respondent's total bonding capacity.
 - e) **Contractor License:** Provide current copy of Contractors License.
 - f) **Past Experience (Respondent Projects):** Submit project descriptions of at least three and no more than five, similar sized projects completed in the past seven years that demonstrate expertise in construction of the required project. School Board projects may be included. Provide the following:
 - i. Description of the project
 - ii. Initial total project cost estimate
 - iii. Final total project cost
 - iv. Description of factors that influenced changes to the total project cost
 - v. The method used to formulate contract cost (e.g.) Guaranteed Maximum Price, Design Build, Design Bid Build)
 - vi. The original project timeline and duration
 - vii. The final delivery date
 - viii. Percentage of the cost of the work performed with your firms own forces
 - ix. Factors that influenced delivery schedule
 - g) **Project Approach and Resources:** Respondent shall describe the methodology and approach to the project including the approach to solving potential typical problems that may occur on this project.
 - h) **Organizational Chart:** Provide a current Organization Chart and identify key management and administrative personnel who will be assigned to the School Board project, including a designated Project Manager. Describe the roles and responsibilities of key staff. A person may, if qualified, fill multiple roles.

- i) **Resumes:** Submit resumes for the Project Manager, and for each additional team member who will be assigned to the project at least 50% of the time. The resume shall include, at a minimum:
 - i. Experience and skills in the assigned role.
 - ii. Ability to perform in the proposed role(s).
 - iii. Number of Projects the Project Manager and each team member will support during the School Board project.
- j) **Project Management:** Describe the proposed approach to managing the School Board project and how the approach will ensure a successful outcome for the RFQ scope of work. Describe how the proposed resources will work as a team and be properly managed to perform all project tasks.
- k) **Cost Controls:** Respondent shall describe their approach to Cost Control and demonstrate sound business practices that are anticipated to be beneficial to the overall project implementation, for both the Respondent and the School Board.
- l) **Financial Responsibility (SEALED and marked confidential):** *ALL INFORMATION IN THE BOX BELOW MUST BE IN A SEALED AND MARKED CONFIDENTIAL PACKAGE. DO NOT INCLUDE ANY OF THIS INFORMATION IN RESPONDENTS BOOK!!*

Respondent shall provide 1 original of the following information indicating financial capability of the firm to provide the resources required including:

- 1) Financial statements, audited or unaudited, for the most recent three (3) years.
- 2) A list of all liens for which the firm or its owners are liable.
- 3) Current Liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes advances, accrued salaries and accrued payroll taxes).
- 4) Name, address and date of firm preparing each financial statement.
- 5) Indicate if the financial statement is for the identical organization submitting a response. If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent-subsiary).
- 6) Statements of change in financial position and notes to each financial statement.
- 7) Disclose all lawsuits to which the firm has been a party – either as a claimant or defendant – within the most recent seven (7) years.
 - i. Explain the resolution or status of each.
 - ii. Indicate any judgements, claims, arbitration proceeding or suits pending or outstanding against the organization or its officers.

For **Joint Ventures**, the above items are required for ALL parties.

- m) **Safety Plan:** Respondent shall describe their safety coordination program and describe how the plan is communicated to their staff and subcontractors.
- n) **Workload (All Projects):** Provide a response that describes current and projected workload of the team presented. Provide the following:
 - a) Project name
 - b) Project owner
 - c) Architect
 - d) Contract amount
 - e) Percent complete of the projects
 - f) Scheduled completion date of the projects
 - g) For all staff supporting the project, and also proposed to support this School Board project, the level of support the staff will provide on each project.
- o) **School Board Projects:** The Respondent must provide a list of all work completed or in progress with the School Board of Lee County for the past seven (7) years, and the dollar value (Construction Management Fee) of each project at its conclusion, or the current value in progress. (Do NOT include Continuing Contract projects in this list).
- p) **Distance from Project:** The Respondent may submit proof it has an established office, conducting similar business, that was in existence at least six (6) months in advance of the response due date and

that is within 200 miles of the project location. This office must function as the primary office out of which the project will be managed. This component is optional. If submission requirements are met the respondent will be awarded extra points in the scoring process.

- q) **Vendor Outreach Program:** The Respondent shall submit information that describes their status as a minority or women owned business enterprise, or describe their approach to utilizing minority and woman owned business enterprises.
- r) **Attachment A – Required Submittal Checklist:** Required Submittal Checklist Form shall be accurately completed, each submittal verified, and signed.
- s) **Attachment B – Client Reference Form:** Three (3) references are required to be received by the School Board via email no later than the response due date, from Respondent’s clients. Respondent’s clients shall email the completed Reference Form to TraceyNA@leeschools.net, and **references shall be received from the Respondents client’s email address.** Respondents may request more than 3 clients to submit references. Failure to provide references as stated herein, may result in response being deemed non-responsive.
School Board will accept a copy of previously completed references, submitted within the past 12 months as part of a prior Bid/RFQ. To use previous references please provide a list identifying the Bid/RFQ Name, Number and Due Date.
It is the responsibility of the Respondent to confirm, in advance of the solicitation due date, references were previously received by the School Board.
- t) **Attachment C – Insurance Requirements Form:** Respondent must respond to the School Board insurance requirements. The School Board of Lee County must be listed as an additional insured on the certificate of coverage for all coverages except Workers Compensation and Professional Liability policies. Contractor shall, at the time of submittal of response, supply documentation verifying that all liability policies required by this contract are written and backed in full by companies authorized to conduct business in the state of Florida, and rated by A.M. Best Rating Guide with a score of “A-, VII” or better.
- u) **Attachment D – Addenda Acknowledgement Form:** Respondent shall complete form with all required information and all signatures as specified. The enclosed Addenda Acknowledgement Form must be signed and returned in order for the RFQ to be considered.
- v) **Attachment E – Debarment Form:** Respondent shall submit a certification form regarding debarment, suspension, ineligibility and voluntary exclusion – lower tier covered transactions.
- w) **Attachment F – Drug Free Workplace Certification Form:** Respondent shall complete form with all required information and all signatures as specified.
- x) **Attachment G – Public Entity Crimes Form:** Respondent shall submit a sworn statement as required under section 287.133(3) (a), Florida Statutes, Public Entity Crimes. **Form must be signed and notarized.**
- y) **Attachment H – Emergency/Storm Related Catastrophe Agreement:** Respondent shall complete form with all required information and all signatures as specified.
- z) **Attachment I - Scrutinized Company Certification Form:** Respondent shall complete form with all required information and all signatures as specified.
- aa) **Attachment J - Sealed Response Label:** Respondent shall complete a sealed response label and adhere it to the sealed response.

SCOPE OF WORK

RFQ No. CQ20-0037TA

CONSTRUCTION MANAGEMENT AT RISK SERVICES HVAC RENOVATION - CAPE ELEMENTARY SCHOOL

1. **SCOPE OF PROJECT:** Provide Construction Management at Risk Services (CMAR) for a HVAC Renovation project at Cape Elementary School. CMAR will be responsible for providing effective management of the project's schedule, cost, quality, safety, scope to upgrade and replace (16) AHUs, associated condensing units, and duct heaters, include design improvements and requirements for replacement of controls system. Awarded CMAR firm shall respond to permit comments, bidders' questions, processing submittals of equipment and automated controls for review to incorporate into coordination drawings as required. CMAR firm shall coordinate OAC meetings and additional site meeting to resolve conflicts that may arise during bidding and construction.
2. **PROJECT LOCATION:** The location of this project is 4519 Vincennes Blvd., Cape Coral, FL 33904.
1. **CMAR FIRM DUTIES:** The Board intends to award a contract to the Respondent that it deems most qualified and responsive to this request to provide Construction Management at Risk Services inclusive of all subordinate design specialties for the HVAC Renovation at Cape Elementary School.
3. **PROJECT ACTIVITIES:** Activities for this project include but not limited to the following:
 - A. **Design Activities:**
 - i. Provide value engineering recommendations to maximize the District's return on capital outlay and operations resources.
 - ii. Attend all project-related meetings.
 - iii. Periodically review all design documents for constructability and, supplementing the design team primary responsibility, review for compliance with applicable laws, rules, codes, design standards, and ordinances.
 - iv. Periodically provide and update cost estimates and make recommendations to keep the project within the budget.
 - v. Periodically update the project schedule and make recommendations for recovery of lost time, if any.
 - vi. Secure and monitor the review and approval process of governing authorities.
 - vii. Provide guaranteed maximum price for project.
 - B. **Bid and Award Phase:**
 - i. Maintain a list of potential bidders, and subcontractors and solicit bidders.
 - ii. Monitor and review all addenda and coordinate code review compliance.
 - iii. Prepare and issue bid packages. Solicit, receive and evaluate at least three (3) bidders for each trade package.
 - iv. Receive and review pre-contract documents as required; with district staff.
 - v. Develop and review the schedule of values for balance of tasks vs. dollars and compliance with the project schedule.
 - vi. Review bids and make recommendations.
 - vii. Provide value engineering during subcontractor bidding phase.
 - viii. Contract with subcontractors and suppliers for all aspects of the projects.
 - ix. Provide bonding for the project.
 - x.

C. **Construction Phase:**

- i. Schedule and conduct the pre-construction conference.
- ii. Provide contract administration and prepare pay requests; monitor and record the construction progress; review and approve as-builts and maintenance and warranty manuals from all subcontractors; and keep a log of all site visits and observations.
- iii. Develop and implement procedures to monitor, record, review, and approve all submittals, shop drawings, change orders, pay requests, and field orders for budget and schedule impact, and compliance with the contract documents.
- iv. Provide inspection of all work, materials, and tests, including substantial completion and occupancy inspections.
- v. Ensure that the trade contractors are keeping as-builts up to date.
- vi. Make recommendations for correction of nonconforming or substandard work, if any.
- vii. Coordinate ordering and delivery of owner-supplied equipment.
- viii. Coordinate the testing, inspections and approvals of project, delivery of instructions for operating all building systems, including training of maintenance staff for the owner.
- ix. Prepare final project accounting and provide written evaluation of major subcontractors.
- x. Construction Management may perform construction services, if approved by the District and upon justification of benefits to contract such as savings in cost, in time, improved quality or other issues relevant to delivery of the project within terms of the contract. Construction Manager may perform Construction Management services as authorized by law in cases of emergency under procedures approved by the District.
- xi. Attend all project related meetings, prepare and distribute minutes.

D. **Minimum One-Year Warranty:**

- i. Assist owner in completion of warranty work during the warranty period.
- ii. Assist owner in the warranty inspections and completion of required work generated by the inspections.
- iii. Assist in the transfer of the project to the District including the delivery of as-builts, warranties, guarantees, and operating instructions.

This is a renovation school construction project. The School is owned by the School Board of Lee County. CMAR Firm will comply with Florida State Statutes, State Requirements for Educational Facilities (SREF), School Board requirements, SMART School criteria and all codes relevant to school construction.

ATTACHMENT A –REQUIRED SUBMITTAL CHECKLIST FORM

**THE SCHOOL BOARD OF LEE COUNTY, FLORIDA
DEPARTMENT OF PROCUREMENT SERVICES**

**Construction Management Services
HVAC Renovation - Cape Elementary School
RFQ No. CQ20-0037TA**

DATE SUBMITTED: _____

RESPONDENT NAME: _____

TO: The School Board of Lee County Fort Myers, Florida

I acknowledge receipt of the Mandatory Submittal Requirements (Section 8) for **RFQ No. CQ20-0037TA, Construction Management Services, HVAC Renovation - Cape Elementary School** as bound herein. I have read, understand, and agree to comply with all conditions as specified herein.

Having carefully examined the required documents, specification, plans and addenda as well as examined the existing site conditions, the undersigned proposes to furnish Construction Management Services for **RFQ No. CQ20-0037TA, Construction Management Services, HVAC Renovation - Cape Elementary School.**

REQUIRED SUBMITTALS

<ul style="list-style-type: none"> <input type="checkbox"/> Received by 3:00 PM (EST), January 9, 2020 <input type="checkbox"/> Respondent Information Sheet (Complete & Signed) <input type="checkbox"/> Table of Contents <input type="checkbox"/> Letter of Interest <input type="checkbox"/> Bonding Capacity Letter <input type="checkbox"/> Current Copy of Contractor License <input type="checkbox"/> Past Experience (Respondent Projects) <input type="checkbox"/> Project Approach and Resources <input type="checkbox"/> Organizational Chart and Designated Project Manager <input type="checkbox"/> Resumes <input type="checkbox"/> Project Management <input type="checkbox"/> Cost Controls <input type="checkbox"/> Financial Responsibilities – (Sealed & Marked Confidential) <input type="checkbox"/> Safety Plan <input type="checkbox"/> Workload (All Projects) <input type="checkbox"/> School Board Projects <input type="checkbox"/> Distance from Project evidence of office within 200 miles of the project location (optional) 	<ul style="list-style-type: none"> <input type="checkbox"/> (A) Required Submittal Checklist Form <input type="checkbox"/> (B) Client Reference Form <input type="checkbox"/> (C) Insurance Requirements Form <input type="checkbox"/> Certificate of Insurance naming School Board of Lee County as Certificate Holder <input type="checkbox"/> Screenshot of Insurers A.M. Best Rating Score of “A-, VII” or better <input type="checkbox"/> (D) Addenda Acknowledgement Form <input type="checkbox"/> (E) Debarment Form <input type="checkbox"/> (F) Drug-Free Workplace Certification Form <input type="checkbox"/> (G) Public Entity Crimes Form (notarized) <input type="checkbox"/> (H) Emergency/Storm Related Catastrophe Agreement <input type="checkbox"/> (I) Scrutinized Company Certification Form <input type="checkbox"/> (J) Sealed Response Label (attached to response) <input type="checkbox"/> Attended Mandatory Pre-Submission Conference ___Yes ___No <input type="checkbox"/> 1 original and 6 copies of the response <input type="checkbox"/> 1 Electronic PDF copy of the complete response submittal on a usable Flash Drive
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ATTACHMENT B
REFERENCE REQUEST FORM INSTRUCTIONS (CMAR)
RFQ No. CQ20-0037TA, Construction Management Services
HVAC Renovation - Cape Elementary School

CLIENT TO COMPLETE AND RETURN VIA EMAIL
The School Board of Lee County, Fort Myers, FL
TraceyNA@leeschools.net

Instructions to Respondents: Complete the Respondent/Vendor Name and distribute this form to a minimum of three (3) clients and request the form be completed and returned in compliance with the Instructions to Client References. References shall be ***inclusive of the School Board and can be kept on file for future projects, for one year.***

ATTACHMENT B - REFERENCE FORM
Client Project References

To Whom It May Concern:

Your name has been given as a reference by _____ in response to **Construction Management Services for HVAC Renovation - Cape Elementary School, RFQ No. CQ20-0037TA**. Please complete the questionnaire below regarding your experience with said firm and email form to TraceyNA@leeschools.net by 2:00 p.m. on January 9, 2020. This firm responded to an invitation to provide **Construction Management Services for HVAC Renovation - Cape Elementary School**. Please mark N/A in the margin if a question below is Not Applicable. Thank you in advance for emailing the completed form to TraceyNA@leeschools.net

Date:	
Name of Client Organization:	
First Name:	
Last Name:	
Email:	
Phone:	

Instructions to Client References: Complete this reference questionnaire and return it no later than **January 9, 2020, 3:00 PM EST**, via email, to TraceyNA@LeeSchools.net
 This reference will be kept on file and valid for 12 months and may be used for future solicitations.

1. Project Title: _____
2. Was the Professional fee increased after the original contractual agreement? Yes ___ No ___
 Initial Cost Estimate _____ Total Final Project Cost _____
3. Provide a description of factors that influenced changes to the total final project cost _____

4. What was the method used to formulate contract cost (e.g. Guaranteed Maximum Price, Design Build, Design Bid Build) _____
5. The original project timeline:

6. The final delivery date _____
7. Describe factors that influenced delivery schedule _____

8. Describe the performance on the project _____

9. With which aspect(s) of this Company's services are you most satisfied? _____

10. With which aspect(s) of this Company's services are you least satisfied? _____

11. How satisfied are you with the Company's response time to questions and/or issues? (5 being excellent, 1 being unacceptable) _____

12. Would you recommend this Company's services to your organization again? _____

Email completed form to TraceyNA@leeschools.net before 3:00 PM January 9, 2020.

ATTACHMENT C - INSURANCE REQUIREMENTS FORM

The School Board of Lee County Florida Insurance Requirements

INSURANCE TYPE	REQUIRED LIMITS
<u>X</u> 1. Workers' Compensation	Statutory Limits of Florida Statutes, Chapter 440 and all Federal Government Statutory Limits and Requirements. Policy must include Employers Liability with a limits of <u>\$1,000,000.00</u> each incident <u>\$1,000,000.00</u> each employee <u>\$1,000,000.00</u> policy limit for disease
<u>X</u> 2. Commercial General Liability (Occurrence Form) patterned after the 1995 I.S.O. form.	<u>\$5,000,000.00</u> per Occurrence <u>\$5,000,000.00</u> General Aggregate (PER PROJECT) <u>\$5,000,000.00</u> Products completed operations aggregate <u>\$5,000,000.00</u> Personal & Advertising
No exclusion shall apply to: premises, independent contractors, and contractual liability, property damage that results from explosion, collapse or underground (XCU) exposures, or limitations to Additional Insurance coverage, including time limitation for products /completed operations.	
<u>X</u> 3. Indemnification: The Contractor/Vendor, in consideration of One Hundred Dollars (\$100.00), the receipt and sufficiency of which is accepted through the signing of this document, shall hold harmless and defend The School Board of Lee County and its agents and employees from all suits and actions, including attorney's fees and all costs of litigation and judgments of any name and description arising out of or incidental to the performance of this contract or work performed there under. This provision shall also pertain to any claims brought against The School Board of Lee County by an employee of the named Contractor/Vendor, any Subcontractor, or anyone directly or indirectly employed by any of them. The Contractor/Vendor's obligation under this provision shall not be limited in any way by the agreed upon contract price as shown in this Contract or the Contractor/Vendor's limit of, or lack of, sufficient insurance protection. The first One Hundred Dollars (\$100.00) or money received on the contract price is considered as payment of this obligation by The School Board of Lee County.	
<u>X</u> 4. Automobile Liability Owned/Non-owned/Hired Automobile Included	<u>\$5,000,000.00</u> Each Occurrence
<u>X</u> 5. Umbrella or Excess Liability can be utilized to provide the required limits. Coverage shall be "following form" and shall not be more restrictive than the underlying insurance policy coverages, including all special endorsements and School Board's Additional Insured status.	
<u>X</u> 6. Other Insurance as indicated below:	
a) Professional Liability	<u>\$2,000,000.00</u>
b) Builder's Risk	REPLACEMENT COST UPON COMPLETION, All Risk Including Wind and Flood as applicable. Contractor is responsible for any damage and deductibles.
c) Pollution/Environmental Impairment Liability Coverage	<u>\$2,000,000</u> (Coverage will extend 3 years following completion of project).

The School Board of Lee County Florida Insurance Requirements
(Continued)

- X 7. Contractor shall insure that all subcontractors comply with the same insurance requirements that they are required to meet. The contractor shall provide The School **Board** of Lee County with certificates of insurance meeting the required insurance provisions.

- X 8. Current valid insurance policies meeting the requirements shall be maintained for the duration of the named project. Renewal certificates shall be sent to the School Board 30 days prior to any expiration date.

- X 9. **Thirty (30) Days Cancellation, Non-Renewal, or Material Change in coverage, Notice is required, either via insurance policy or directly by vendor.**

- X 10. The School Board of Lee County must be named as **“ADDITIONAL INSURED”** on the Insurance Certificate for all coverages except Workers Compensation and Professional Liability.

- X 11. Contractor shall, at the time of submittal of bid, **supply documentation** verifying that all liability policies required by this contract are written and backed in full by companies authorized to conduct business in the state of Florida, and rated by A.M. Best Rating Guide as “A-, VII” or better.

- X 12. The School Board of Lee County must be named as the Certificate Holder.

NOTE: The “Certificate Holder” should read as follows:
The School Board of Lee County, Florida
Attn: Procurement Services
2855 Colonial Boulevard
Fort Myers, Florida 33966

- X 13. **The Certificate must state the RFQ Number and Title.**

RESPONDENT’S AND INSURANCE AGENT STATEMENT:

We understand the insurance requirements contained in these specifications, and that the evidence of said insurance is required within ten (10) business days of the Notice of Award. The School Board of Lee County must be named as “ADDITIONAL INSURED” on the Insurance Certificate for all coverages except Workers Compensation and Professional Liability Policies. The School Board of Lee County desires proof of insurability at levels required for this project.

A current certificate of insurance is attached: _____ YES _____ NO

A screenshot of A.M. Best Rating of the insurance form is attached: _____ YES _____ NO

Contractor Name _____ Contractor Title _____

Signature of Contractor _____

ATTACHMENT D - ADDENDA ACKNOWLEDGEMENT FORM

It is the sole responsibility of each Respondent to ensure that all addenda released are received; that all RFQ and addenda requirements have been completed and that all required submittals have been included.

The undersigned acknowledges the receipt of any addenda. Include a copy of each addenda with response.

Addendum #1 _____ Date Issued: _____ Attached to response? __Y__N
Signature

Addendum #2 _____ Date Issued: _____ Attached to response? __Y__N
Signature

Addendum #3 _____ Date Issued: _____ Attached to response? __Y__N
Signature

Addendum #4 _____ Date Issued: _____ Attached to response? __Y__N
Signature

Addendum #5 _____ Date Issued: _____ Attached to response? __Y__N
Signature

ATTACHMENT E DEBARMENT FORM

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

This certification is required by the Department of Education regulations implementing Executive Order 12549, Debarment and Suspension, 34 CFR Part 85, for all lower tier transactions meeting the threshold and tier requirements stated at Section 85.110.

Instructions for Certification

1. By signing and submitting this bid, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this response is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "response," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this response is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this response that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this response that it will include the clause titled Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion-Lower Tier Covered Transactions, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to, check the No procurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment..

Certification

- (1) The prospective lower tier participant certifies, by submission of this bid, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this bid.

NAME OF APPLICANT	PR/AWARD NUMBER AND/OR PROJECT NAME
PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
SIGNATURE	DATE

ATTACHMENT F - DRUG-FREE WORKPLACE CERTIFICATION

The undersigned Contractor, in accordance with Florida Statute 287.087 hereby certifies that

_____ does:

Name of Business

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, 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 Paragraph 1.
4. In the statement specified in Paragraph 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 Paragraphs 1 thru 5.

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

Signature of Authorized Officer _____

Date _____

ATTACHMENT G - PUBLIC ENTITY CRIMES FORM

**SWORN STATEMENT UNDER SECTION 287.133(3)(a),
FLORIDA STATUTES, PUBLIC ENTITY CRIMES**

THIS FORM MUST BE SIGNED IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted with Request for Qualifications No. _____ for _____.

2. This sworn statement is submitted by _____ (name of entity submitting sworn statement) whose business address is _____ and (if applicable) its Federal Employer Identification Number (FEIN) is _____. If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: _____.

3. My name is _____ and my relationship to _____ (entity name above) is _____.

4. I understand that a “public entity crime” as defined in Paragraph 287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

5. I understand that “convicted” or “conviction” as defined in Paragraph 287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.

6. I understand that an “affiliate” as defined in Paragraph 287.133(1)(a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime; or
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term “affiliate” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm’s length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

7. I understand that a “person” as defined in Paragraph 287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term “person” includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

8. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies.)

_____ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989, AND (Please indicate which additional statement applies.)

_____The person HAS _____ or HAS NOT _____ been placed on the convicted contractor list. (Please describe any action taken by or pending with the Department of Management Services concerning removal from the list.)

(Signature)

Date: _____

STATE OF _____

COUNTY OF _____

_____ APPEARED IN PERSON BEFORE ME (the undersigned authority), who is

personally known to me or provided the following identification _____, and affixed his/her signature in the space provided above on this _____ day of _____, 20____.

NOTARY PUBLIC

My commission expires: _____

ATTACHMENT H - EMERGENCY/STORM RELATED CATASTROPHE AGREEMENT

Due to Acts of God, Acts of Terrorism or War, any Vendors working with the School Board shall acknowledge and agree to the following terms and conditions. This will allow the School Board to obtain Federal funding if available.

CONDITIONS FOR EMERGENCY / HURRICANE OR DISASTER

It is hereby made a part of this Invitation to Negotiate that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the School Board of Lee County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as, determined by the School Board of Lee County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the School Board of Lee County or other government entity as opposed to a private citizen, on a first priority basis. The School Board expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish a "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature) (Print Name) (Title)

Emergency Telephone Number: _____

Home Telephone Number: _____

Cellular Phone Number: _____

ATTACHMENT I – SCRUTINIZED COMPANY CERTIFICATION FORM

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 it 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.

Architect/Company Name: _____

Signature of Authorized Representative: _____

Date: _____

Name and Title: _____

ATTACHMENT J – SEALED RESPONSE LABEL

Attach this “Sealed Response” label to the outside of response envelope.

SEALED RESPONSE * DO NOT OPEN *** SEALED RESPONSE *** DO NOT OPEN*** SEALED
RESPONSE**

FROM: _____

ADDRESS: _____

DELIVER TO: THE SCHOOL BOARD OF LEE COUNTY
DEPARTMENT OF PROCUREMENT SERVICES
2855 COLONIAL BLVD.
FORT MYERS, FL 33966-1012

**Construction Management Services
HVAC Renovation - Cape Elementary School
RFQ NO. CQ20-0037TA
DUE: January 9, 2020 at 3:00 PM**

RFQ No. CQ20-0037TA
CONSTRUCTION MANAGEMENT SERVICES
HVAC RENOVATION - CAPE ELEMENTARY SCHOOL

EXHIBIT 1
RFQ Selection Criteria

The attachment is available as a separate downloadable PDF document and may be downloaded from the School Board's Procurement Services Department website:

<http://www.leeschools.net/active-construction-solicitations>

The attachment may also be reviewed or obtained from the Department of Procurement Services located at 2855 Colonial Blvd., Fort Myers, Florida, 33966.
