

REQUEST FOR DESIGN/BUILD PROPOSAL **EXHIBIT** 3
RFP 16-066C
BID PACKAGE 3



The School Board of Broward County, Florida

Donna P. Korn, Chair
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Jeffrey S Moquin - Designee, Chief Facilities Officer
Paul Carland, General Counsel

Office of Facilities and Construction
Procurement and Warehousing Services

NOTICES TO ALL BIDDERS

Cone of Silence and Lobbyist Activities

For Cone of Silence requirements and for Lobbyist Activities restrictions, refer to Section 4, Introduction and General Information lines labeled 'Cone of Silence and Lobbyist Activities' (lines 4.11 and 4.12).

Pre-Qualification of Contractors Notice

The Builder (contractor) component of the Design/Build Proposer shall be Pre-Qualified for this project. NOTE: In order for proposals on this project to be accepted by the School Board of Broward County, Florida the bidder/proposer must be Pre-Qualified in accordance with 1013.46 F.S., State Requirements for Educational Facilities Ch. 4.1(1) and Board Policy 7003, at the time of the bid opening. Bids submitted from firms not in compliance with these requirements will not be opened.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement and Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704



THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
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REQUEST FOR DESIGN / BUILD PROPOSAL

RFP 16-066C BID PACKAGE 3

RFP Issue Date: January 25, 2016

RFP – Description of Scope

This RFP consists of five (4) distinct Projects. Each school project will require a separate Building Permit and separate accounting of cost and scheduling.

A master schedule limited to milestones for each Project is required to be submitted with the Design Builders Proposal Package.

Coordination with of the schools' Principals shall be required regarding the construction and the limitations that may be necessary to protect students, teachers, and administrators as well as any school activities. The Design/Builder shall generate an Emergency Evacuation plan for each phase of each project in conjunction with each school's Principal. All coordination meetings shall be arranged through the Office of Facilities and Construction's Project Manager.

Refer to Section 1 for the listing of the Projects, the schools involved, and the associated project scope categories of work.

Note: The **Substantial Completion** date is for the date when all projects listed are deemed to be substantially complete.

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SECTION 1.0 - RFP - PROJECT INFORMATION

(4 Projects - \$23,259,785 Total Funds Allocated)

- Project 3A** Atlantic Technical College P.000415
Project address: 4700 Coconut Creek Parkway, Coconut Creek, Florida 33063
\$8,952,000 Total Funds Allocated
Project Scope Categories: Improvements to HVAC, Building Envelope, Fire Sprinkler, Media Center.
Refer to Design Criteria Package **3A** for basis of design information and for design responsibilities.
- Project 3B** Coconut Creek Elementary School P.001413
Project address: 500 NW 45 Avenue, Coconut Creek, Florida 33066
\$4,527,618 Total Funds Allocated
Project Scope Categories: Improvements to HVAC, Building Envelope, Fire Alarm, Fire Sprinkler, Media Center.
Refer to Design Criteria Package **3B** for basis of design information and for design responsibilities.
- Project 3C** Cypress Elementary School P.001412
Project address: 851 SW 3 Avenue, Pompano, Florida 33060
\$3,299,167 Total Funds Allocated
Project Scope Categories: Improvements to HVAC, Building Envelope, Fire Alarm, Fire Sprinkler, Media Center.
Refer to Design Criteria Package **3C** for basis of design information and for design responsibilities.
- Project 3D** Lauderdale Lakes Middle School P.001637
Project address: 3911 NW 30 Avenue, Lauderdale Lakes, Florida 33309
\$6,481,000 Total Funds Allocated
Project Scope Categories: Improvements to HVAC, Building Envelope, Fire Alarm, Fire Sprinkler, Media Center.
Refer to Design Criteria Package **3D** for basis of design information and for design responsibilities.

SECTION 2.0 – RFP ATTACHMENT LISTING

2.1 RFP Attachments

Attachment A – Bidder's Request for Information Form

Attachment B – Bid Form – Document 00410

Attachment C – Bid Security Form – Document 00420

Attachment D – Required Response Form - Proposer Information Form

Attachment E – Sample Schedule Format

Attachment F – Design/Builder and subcontractor personnel

Attachment G – M/WBE Participation

Note: monthly reports are required for both the design and construction groups and are shown on different forms that are available in the SBBC's online documents identified below

Attachment H – Sample Agreement

Attachment I – Disclosure of Potential Conflict of Interest and Conflicting Employment or Contractual Relationship Form – this form shall be submitted at the time of contract award

Attachment J – ACH Payment Agreement Form – this form shall be submitted at the time of contract award

Attachment K – IRS W9 – this form shall be submitted at the time of contract award

Attachment L – Drug Free Workplace – this form shall be submitted at the time of contract award

Attachment M – Design/Builder's Risk Analysis

M1 – Design/Build's Risk Analysis – Project A

M2 – Design/Build's Risk Analysis – Project B

M3 – Design/Build's Risk Analysis – Project C

M4 – Design/Build's Risk Analysis – Project D

Attachment N – Scope of Potential Self Performed Construction Services

Attachment O – General Conditions for Design/Build

Attachment P – Bid Breakout Forms

P1 – Bid Breakout Forms – Project A

P2 – Bid Breakout Forms – Project B

P3 – Bid Breakout Forms – Project C

P4 – Bid Breakout Forms – Project D

2.2 RFP Online Attachment Links

Online Documents: The following documents shall be downloaded by the Design/Builder and are considered as RFP and Contract Attachments, and requirements of the Contract:

Division 0 Specifications

<http://www.broward.k12.fl.us/constructioncontracts/D0docs.html>

Design Standards

<http://www.broward.k12.fl.us/constructioncontracts/DivisiononeDesignStandards.html>

- SBBC Design Criteria
 - Specifications – Division 1 through 17
 - Document Submittal Checklist for Plan Review
 - Design Guidelines

Note the following:

For the Owner's Design and Materials Standards downloaded from the Owner's website – the word 'Contractor' shall be interpreted as the word 'Design/Builder' in every instance that the word Contractor is used in these standards.

- State Requirements for Educational Facilities (SREF) latest edition:
<http://www.fldoe.org/edfacil/sref.asp>

- F.I.S.H. layering system for AutoCAD:

Note: the layering system is not posted online. It can be requested through:

Facility Planning and Real Estate
600 SE 3rd Avenue, Fort Lauderdale, FL 33312 754-321-1932

Design Criteria Package – Exhibits – On Line Link

<http://www.broward.k12.fl.us/supply/constructioncontracts/solicitations.html>

The Design Criteria Package Exhibits are located in the file folder named above. The exhibits for the Design Criteria Package will reside in a folder with the name of the RFP number.

SECTION 3.0 - DESIGN CRITERIA PACKAGES

NOTE: Exhibits are to be downloaded from the website link provided in Section 2 of this RFP document.

Design Criteria Package - Project 3A - Atlantic Technical College - P.000415

- Attachment 1 – Design Builders Design Responsibilities
- Attachment 2 – Basic Design Phasing Requirements
- Attachment 3 – Identified Codes Regulations Standards
- Attachment 4 – Sample Permit Tracking Format
- Attachment 5 – Electronic Media Requirements
- Attachment 6 – Fee Chart for Owner Changes
- Exhibit 1 - Site Location Plan
- Exhibit 2 - Roofing Report
- Exhibit 3 - HVAC Report and Equipment Log
- Exhibit 4 – Existing Building Document Sets
- Exhibit 5 – Single Line Building Diagrams

Design Criteria Package - Project 3B - Coconut Creek Elementary School - P.001413

- Attachment 1 – Design Builders Design Responsibilities
- Attachment 2 – Basic Design Phasing Requirements
- Attachment 3 – Identified Codes Regulations Standards
- Attachment 4 – Sample Permit Tracking Format
- Attachment 5 – Electronic Media Requirements
- Attachment 6 – Fee Chart for Owner Changes
- Exhibit 1 - Site Location Plan
- Exhibit 2 - Roofing Report
- Exhibit 3 - HVAC Report and Equipment Log
- Exhibit 4 – Existing Building Document Sets
- Exhibit 5 – Single Line Building Diagrams

Design Criteria Package - Project 3C - Cypress Elementary School - P.001412

- Attachment 1 – Design Builders Design Responsibilities
- Attachment 2 – Basic Design Phasing Requirements
- Attachment 3 – Identified Codes Regulations Standards
- Attachment 4 – Sample Permit Tracking Format
- Attachment 5 – Electronic Media Requirements
- Attachment 6 – Fee Chart for Owner Changes
- Exhibit 1 - Site Location Plan
- Exhibit 2 - Roofing Report
- Exhibit 3 - HVAC Report and Equipment Log
- Exhibit 4 – Existing Building Document Sets
- Exhibit 5 – Single Line Building Diagrams

Design Criteria Package - Project 3D - Lauderdale Lakes Middle School - P.001637

- Attachment 1 – Design Builders Design Responsibilities
- Attachment 2 – Basic Design Phasing Requirements
- Attachment 3 – Identified Codes Regulations Standards
- Attachment 4 – Sample Permit Tracking Format
- Attachment 5 – Electronic Media Requirements
- Attachment 6 – Fee Chart for Owner Changes
- Exhibit 1 - Site Location Plan
- Exhibit 2 - Roofing Report
- Exhibit 3 - HVAC Report and Equipment Log
- Exhibit 4 – Existing Building Document Sets
- Exhibit 5 – Single Line Building Diagrams

SECTION 4.0 – INTRODUCTION AND GENERAL INFORMATION

- 4.1 **School Inspection Schedule:** Schools will have 2, 1 day inspection periods. The inspection time will start at 12 noon and end at 5:00 PM.

<u>School</u>	<u>Dates</u>	<u>Project Manager</u>
Atlantic Technical College	January 28 th and 29 th	Jason Fair
Coconut Creek Elementary School	January 28 th and 29 th	Robert Stagliano
Cypress Elementary School	January 28 th and 29 th	Robert Stagliano
Lauderdale Lakes Middle School	January 28 th and 29 th	Anson Stuart

Project Manager Contact Information

<u>OFC Project Manager</u>	<u>Phone</u>	<u>E-mail</u>
Jason Fair	754 321 1532	jason.fair@browardschools.com
Robert Stagliano	754 321 1531	robert.staliano@browardschools.com
Anson Stuart	754 321 1535	anson.stuart@browardschools.com

Design Criteria Professional

Shelley Meloni, RA.	754 321 1515	smeloni@browardschools.com
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- 4.2 The RFP will be posted on www.demandstar.com; however, all referenced documents are available at Reprografia: 'Reprografia', Division of Thomas Reprographics, 801 N. Andrews Ave., Fort Lauderdale, FL 33311, phone 954 525 0157, e-mail cad@reprografia.com. Downloading of online documents by the Proposer is also required.

- 4.3 **Questions and Interpretations:** Any questions, requests for clarifications or interpretations regarding any portion of this RFP during the Submittal preparation period (or reporting errors, inconsistencies, or ambiguities) shall be received no less than ten (10) days prior to the deadline due date for submitting the completed RFP response, and no questions or clarifications will be considered after this date. Respondents must submit Document 00220 – Bidders Request For Information Form (Attachment C) for all RFI requests and all RFI requests must be typed or printed. Questions not submitted on Document 00220 will not be considered. Any questions which require a response which amends the RFP document in any manner will be answered via Addendum by the Procurement and Warehousing Services Department and provided to all Proposers. Address RFIs in writing to:

Ian Superville, Purchasing Agent
Procurement and Warehousing Services
7720 West Oakland Park Blvd, Suite 323, Sunrise, Florida 33351 (754) 321-0533 Fax
ian.superville@browardschools.com Email

- 4.4 **Contract Type – Design/Build With a Guaranteed Maximum Price:** A Design/Build Initial Guaranteed Maximum Price (IGMP) proposal shall be submitted. A final Guaranteed Maximum Price (GMP) shall be negotiated and established when the 90% Design Submittal Stage is accepted by the Owner. Final GMP negotiations will commence at the beginning of the design development stage and will conclude when the GMP is set. The Design/Builder shall start work on receipt of a fully executed NTP.
- 4.5 **Project Risks:** Analysis and tracking of potential project risks will be a continuing Design/Builder responsibility for this Project through design and construction. New risks identified will be discussed at the weekly project progress meeting to establish the validity of the potential risk, the date it is projected to be resolved, any impact to cost and or schedule, and the responsible party for the risk. When a risk has been resolved, the OFC Project Manager shall provide a satisfaction rating of the Design/Builder in its efforts in resolving the risk.

- 4.6 **Proposal Format:** The Proposal submittal format shall follow the organization and information identified in Section 7.0.
- 4.7 **Evaluation and Award:** All Proposals shall be evaluated by the Qualifications Selection Evaluation Committee based upon the information submitted by Proposers in response to this RFP and in accordance with the evaluation criteria established in Section 8.0. Based upon the evaluation of Proposals, the Committee will recommend the top ranked Individual Proposer to the Superintendent of Schools who may then recommend the Proposer to the SBBC for award.
- 4.8 **Irrevocability of Proposal:** A Proposal may not be withdrawn before the expiration of 90 days after the date of the Proposal's opening.
- 4.9 **Proposal Submittal Requirements:** Refer to Section 7.0 for the formatting of the Proposal Booklet and the required information it shall contain.
- 4.9.1---One complete, original hard copy Proposal Booklet (clearly marked as "original") (Both the hard copy and electronic Proposal originals will constitute the original governing documents).
- 4.9.2---One complete, original electronic version (clearly marked as "original"). All electronic copies shall be placed in a protective envelope or box within the Complete Proposal.
- 4.9.3---Two (2) additional hard copy Booklets (which must be identical to the original Proposal except they shall be labeled as "copy").
- 4.9.4---Fifteen (15) additional electronic versions (labeled as "copy"). All electronic copies shall be placed in a protective envelope or box within the Complete Proposal.
- 4.9.5---The Cost of the Services includes 2 items that shall be submitted in a sealed envelope, along with, but separate from, the Proposal Booklets. This envelope shall be labeled "Cost of the Services" and shall contain the following executed Documents:
- 4.9.5.1 Attachment B – Document 00410 Bid Form for Provision of Labor and Material.
- 4.9.5.2 Attachment C – Document 00420 Bid Security Form or a Certified Check in the appropriate amount.
- 4.9.6--- The Complete Proposal Package shall be submitted in a sealed envelope (package, box, etc.) with the RFP number and name and the Proposer's name clearly labeled on the package.
- 4.10 **Liquidated Damages**
- 4.10.1 The Design/Builder shall pay the Owner the sum of:
Five Hundred Dollars (\$500) per day, for each calendar day of unexcused delay in achieving Substantial Completion beyond the date set forth herein for Substantial Completion. This applies to each separate school project.
- 4.10.2 It is acknowledged that the Contractor's failure to achieve substantial completion of the Work within the Contract Time provided by the Contract Documents will cause the Owner to incur substantial economic damages and losses of types and in amounts which are impossible to compute and ascertain with certainty as a basis for recovery by the Owner of actual damages, and that liquidated damages represent a fair, reasonable and appropriate estimate thereof. Accordingly, in lieu of actual damages for such delay, the Contractor agrees that liquidated damages may be assessed and recovered by the Owner as against Contractor and its Surety, in the event of delayed completion and without the Owner being required to present any evidence of the amount or character of actual damages sustained by reason thereof; therefore Contractor shall be liable to the Owner for payment of liquidated damages in the amount of Five Hundred

Dollars (\$500) for each calendar day that Substantial Completion is delayed beyond the Contract Time as adjusted for time extensions provided by the Contract Documents. Such liquidated damages are intended to represent estimated actual damages and are not intended as a penalty, and Contractor shall pay them to Owner without limiting Owner's right to terminate this agreement for default as provided elsewhere herein.

- 4.11 **Cone of Silence:** Any Proposer, or lobbyist for a Proposer, is prohibited from having any communications (except as provided in this rule) concerning any solicitation for a competitive procurement with any School Board member, the Superintendent, any Evaluation Committee Member, or any other School District employee after the Procurement and Warehousing Services Department releases a solicitation to the General Public. All communications regarding this solicitation shall be directed to the designated Purchasing Agent unless so notified by the Procurement and Warehousing Services Department. This "Cone of Silence" period shall go into effect and shall remain in effect from the time of release of the solicitation until the contract is awarded by the School Board. Further, any vendor, its principals, or their lobbyists shall not offer campaign contributions to School Board Members or offer contributions to School Board Members for campaigns of other candidates for political office during the period in which the vendor is attempting to sell goods or services to the School Board. This period of limitation of offering campaign contributions shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by School Board Policy 3320, Part II, Section GG as well as School Board Policy 1007, Section 5.4 – Campaign Contribution Fundraising. Any vendor or lobbyist who violates this provision shall cause their Proposal (or that of their principal) to be considered non-responsive and therefore be ineligible for award. This prohibition does not apply to:

1. Telephone calls to the Procurement and Warehousing Services staff to request copies of this RFP, to confirm attendance, or request directions regarding an interview notification received;
2. Delivery of the Respondent's Submittal;
3. Discussion at the interview;
4. Delivery of written questions about the RFP; and/or
5. Review of background/contract documents at the staff offices.

- 4.12 **Lobbyist Activities:** In accordance with SBBC Policy 1100B, as currently enacted or as amended from time to time, persons acting as lobbyists must state, at the beginning of their presentation, letter, telephone call, e-mail, or facsimile transmission to School Board Members, Superintendent, or Members of Senior Management, the group, association, organization or business interest she/he is representing.

- 4.12.1 A lobbyist is defined as a person who, for immediate or subsequent compensation (e.g., monetary profit/personal gain), represents a public or private group, association, organization, or business interest and engages in efforts to influence School Board Members on matters within their official jurisdiction.
- 4.12.2 A lobbyist is not considered to be a person representing school allied groups (e.g., PTA, DAC, Band Booster Associations, etc.) nor a public official acting in her/his official capacity.
- 4.12.3 Lobbyists shall annually (July 1) disclose in each instance and for each client prior to any lobbying activities, their identity, and activities by completing the lobbyist statement form which can be obtained from official School Board Records, School Board Members' Offices, or the Superintendent's Office and will be recorded on SBBC's website, www.browardschools.com.
- 4.12.4 The lobbyist must disclose any direct business association with any current elected or appointed official or employee of SBBC or any immediate family member of such elected or appointed official or employee of SBBC.
- 4.12.5 Senior-level employees and/or School Board Members are prohibited from lobbying activities for two years after resignation or retirement or expiration of their term of office.

4.12.6 The Office of the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.

- 4.13 **Preparation Cost of Proposal:** Proposer is solely responsible for any and all costs associated with responding to this RFP. SBBC will not reimburse any Proposer for any costs associated with the preparation and submittal of any Proposal, or for any travel and per diem costs that are incurred by any Proposer.
- 4.14 It is the sole responsibility of the Proposer to assure and acknowledge it has received the entire Proposal and any and all Addenda.
- 4.15 It is the sole responsibility of the Proposer to assure that its Proposal is time stamped in the PROCUREMENT AND WAREHOUSING SERVICES DEPARTMENT at or before 2:00 p.m. EST on the date due.
- 4.16 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFP shall be binding on SBBC.
- 4.17 No submissions made after the Proposal opening, amending, or supplementing the Proposal, shall be considered.

SECTION 5.0 – CALENDAR

January 25, 2016	Issuance of RFP 16-066C
February 1, 2016	Non-Mandatory Proposers' Conference 10 a.m. EST**.
March 7, 2016	Written questions due on or before 5:00 p.m. EST to Procurement and Warehousing Department.
March 14, 2016	Proposals due and stamped in at or before 2:00 p.m. EST. Proposal opening will begin at 2:15p.m. EST**.
March 17, 2016	Qualification Selection Evaluation Committee reviews Proposals and makes Recommendation for award. Meeting to be held at 9:00 a.m.**
March 21, 2016	Posting of Recommendation.
March 24, 2016	Tentative School Board Award Date.

	<u>Substantial Completion Dates</u>	<u>Final Completion Dates</u>
For Entire Package	December 12, 2017	February 6, 2018

The following completion dates are subject to change based upon Owner approval of Design/Builders final scheduling proposal.

Atlantic Technical College	December 12, 2017	February 6, 2018
Coconut Creek Elementary School	July 3, 2017	August 28, 2017
Cypress Elementary School	May 29, 2017	July 24, 2017
Lauderdale Lakes Middle School	November 8, 2017	January 3, 2018

**These are public meetings held at the Procurement and Warehousing Services Department, 7720 West Oakland Park Boulevard, suite 323, Sunrise, Florida 33351. SBBC prohibits any policy or procedure which results in discrimination on the basis of age, color, disability, gender identity, gender expression, national origin, marital status, race, religion, sex, or sexual orientation. Individuals who wish to file a discrimination and/or harassment complaint may call the Executive Director, Benefits and EEO Compliance at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

Individuals with disabilities requesting accommodations under the Americans with Disabilities Act (ADA) may call Equal Educational Opportunities (EEO) at 754-321-2150 or Teletype Machine (TTY) 754-321-2158.

SECTION 6.0 - RFP CONDITIONS

- 6.1 **Evaluation Committees and Proposals:** State Statutes 119.071 and 286.0113 are adhered to by SBBC in the review and awarding of contracts.
- 6.2 **Public Record:** Proposer acknowledges that all information contained within their Proposal is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws.
- 6.3 **Governing Law:** This RFP, and any award(s) resulting from this RFP, shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFP shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFP shall be submitted to the jurisdiction of the state courts of the Seventeenth Judicial Circuit in and for Broward County, Florida.
- 6.4 **Advertising:** In submitting an RFP, Proposer agrees not to use the results therefrom as a part of any commercial advertising without prior written approval of SBBC.
- 6.5 **Billing Instructions and Payment:** All payments made to the Design/Builder shall be made by ACH (Automated Clearing House). Monthly invoices shall be submitted in duplicate to the Project Manager for review and approval. Refer to the Contract Documents for the specifics. The ACH Payment Agreement Form is Attachment J. This form shall be submitted at the time of the execution of the Contract.
- 6.6 **Contract Value:** No guarantee is given or implied as to the total dollar value or work as a result of this RFP. SBBC is not obligated to place any order for services performed as a result of this award. A contract may or may not be awarded. A Contract Award will be based upon the best interest of SBBC.
- 6.7 **Conflict of Interest and Conflicting Employment or Contractual Relationship:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions on the ability of SBBC employees acting in a private capacity to rent, lease, or sell any realty, goods, or services to SBBC. It also places restrictions on SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Proposer is to disclose any employees it has who are also SBBC employees. This form is Attachment I to the RFP and shall be submitted at the time of Contract Execution. Any employees identified by the Proposer should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 6.8 **Disputes:**
- 6.8.1 In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
- The Contract Documents resulting from the award of this RFP (if applicable) ; then
 - Addenda released for this RFP, with the latest Addendum taking precedence; then
 - the RFP; then
 - Awardee's Proposal.
- 6.8.2 In case of any other doubt or difference of opinion, the decision of SBBC shall be put in writing and shall be final and binding on both parties.
- 6.9 **Public Entity Crimes:** Section 287.133(2)(a), Florida Statutes, as currently enacted or as amended from time to time, states that a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity, may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Proposal on leases of real property to a public entity, may not be awarded or perform work as a Design/Builder, supplier, subcontractor, or

consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO [currently \$25,000] for a period of 36 months from the date of being placed on the convicted vendor list.

- 6.10 **M/WBE Participation:** The target M/WBE goals for the project is 25% for the Design/Builder and 25% for Subcontractors.
- 6.11 **Business Enterprise (M/WBE) Participation:** SBBC encourages each Proposer to make every reasonable effort to include M/WBE participation on any contract award under this RFP. An M/WBE is defined by SBBC as any legal entity, other than a joint venture, which is organized to engage in commercial transactions and which is at least 51% owned and controlled by a minority or women and has been certified by SBBC as an approved M/WBE.
- 6.11.1 Any participation by firms not certified by SBBC at the time of proposal will not count in the RFP evaluation process for the award of points in the Contractors M/WBE Participation Category. However, firms that are certified by SBBC after the proposal's tentative award, will count towards the Contractors M/WBE project goal attainment. Contractor to contact SDOP to provide the updated information.
- 6.11.2 The prime contractor must notify the SBBC when the need to replace/substitute an M/WBE subcontractor arises. When a substitution is requested, the SDOP Office will request a letter from the contractor explaining why a substitution is needed and provide supporting documentation. The prime contractor will also provide an updated Letter of Intent of the new SBBC-certified M/WBE to maintain the contract M/WBE goal. The SDOP Office will provide a letter of approval of substitution.
- 6.11.3 For information on M/WBE Certification, or to obtain information on locating certified M/WBEs, contact SBBC's Supplier Diversity and Outreach Programs at 754-321-0550 or www.broward.k12.fl.us/supply/vendors/mwbe.htm.
- 6.12 **Protesting of RFP Conditions/Specifications:** Any person desiring to protest the conditions/specifications in this RFP, or any Addenda subsequently released thereto, shall file a notice of intent to protest, in writing to the Director of Procurement and Warehousing Services Department. The formal written protest shall be filed within ten calendar days after the date the notice of protest was filed. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the ten (10) calendar days. The formal written protest must be received on or before 5:00 p.m. EST of the 10th Calendar Day at the office of the Director of Procurement and Warehousing Services Department. Refer to Section 120.57(3)(b), Florida Statutes, as currently enacted or as amended from time to time, for the requirements for the written protest.
- 6.12.1 Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by SBBC Policy 3320, Part VIII, within the time allowed for filing a bond shall constitute a waiver of proceedings.
- 6.13 **Posting of RFP Recommendations:** RFP Recommendations will be posted in the Procurement and Warehousing Services Department and on www.demandstar.com as noted on the Calendar (Section 4.0) or as modified by an addendum or by posting in the Procurement and Warehousing Services Department and at www.demandstar.com (under the document section for this RFP). The Recommendations will remain posted for 72 hours. It is the responsibility of each Proposer to ascertain any revised date for the posting of RFP Recommendations.
- 6.14 **Protest of Intended Decision:** Any person desiring to protest the Recommended Decision shall file a notice of protest, in writing, within 72 hours after the posting of the RFP Recommendation and shall file a formal written protest within ten calendar days after the date the notice of protest was filed. The formal written protest must be received on or before 5:00 p.m. EST of the tenth (10) calendar day. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the 72 hours.
- 6.14.1 Section 120.57(3)(b) Florida Statutes, as currently enacted or as amended from time to time, states that "The formal written protest shall state with particularity the facts and law upon which the protest is based."

Any person who files an action protesting an "intended decision" shall post with SBBC, at the time of filing the formal written protest, a bond, payable to SBBC in an amount equal to one percent (1%) of SBBC's estimate of the total volume of the contract. SBBC shall provide the estimated contract amount to the vendor within 72 hours, excluding Saturdays, Sundays and other days during which SBBC administration is closed, of receipt of notice of intent to protest. The estimated contract amount is not subject to protest pursuant to Section 120.57(3), Florida Statutes. The bond shall be conditioned upon the payment of all costs which may be adjudged against the protestant in an Administrative Hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, SBBC may accept a cashier's check, official bank check or money order in the amount of the bond. If, after completion of the Administrative Hearing process and any appellate court proceedings, SBBC prevails, SBBC shall recover all costs and charges which shall be included in the Final Order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protestant, the bond shall be returned. If the protestant prevails, then the protestant shall recover from the Board all costs and charges which shall be included in the Final Order or judgment, excluding attorney's fees. All documentation necessary for the protest proceedings will be provided electronically by SBBC.

6.14.2 Failure to file a notice of protest or to file a formal written protest within the time prescribed by Section 120.57(3), Florida Statutes, or a failure to post the bond or other security required by Policy 3320, Part VIII, within the time allowed for filing a bond, shall constitute a waiver of proceedings.

6.14.3 Notices of protests, formal written protests, and the bonds required by Policy 3320, shall be filed at the office of the Director of Procurement and Warehousing Services, 7720 West Oakland Park Boulevard, Suite 323, Sunrise, Florida 33351. Fax filing will not be acceptable for the filing of bonds.

6.15 **Use of Other Contracts:** SBBC reserves the right to utilize any other SBBC contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, other school boards, other community college/state university system cooperative agreements in lieu of any offer received or award made as a result of this RFP if it is in its best interest to do so.

6.16 **Assignment:** Neither any award of this RFP nor any interest in any award of this RFP may be assigned, transferred or encumbered by any party without the prior written consent of the Director, Procurement and Warehousing Services Department. There shall be no partial assignments of this RFP including, without limitation, the partial assignment of any right to receive payments from SBBC.

6.17 **Cancellation:** In the event any of the provisions of this RFP are violated by the Awardee, the Director of Procurement shall give written notice to the Awardee stating the deficiencies and unless deficiencies are corrected within five days, recommendation will be made to SBBC for cancellation of Award.

6.18 **SBBC Photo Identification Badge:**
Background Screening: Awardee agrees to comply with all the requirements of Sections 1012.32 and 1012.465, Florida Statutes, and that Awardee and all its personnel who (1) are to be permitted access to school grounds when students are present, (2) will have direct contact with students, or (3) have access or control of school funds will successfully complete the background screening required by the referenced statutes and meet the standards established by the statutes. Personnel shall include employees, representatives, agents, or sub-Design/Builders performing duties under the contract to SBBC and who meet any or all of the three requirements identified above. Awardee will bear the cost of acquiring the background screening required under Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Awardee and its personnel. The Parties agree that the failure of Awardee to perform any of the duties described in this section shall constitute a material breach of this RFP entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. Awardee agrees to indemnify and hold harmless SBBC, its officers, and employees of any liability in the form of physical or mental injury, death, or property

damage resulting in Awardee's failure to comply with the requirements of this section or Sections 1012.32 and 1012.465, Florida Statutes.

6.18.1 SBBC issued identification badges must be worn at all times when on SBBC property and must be worn where they are visible and easily readable.

6.18.2 Badging Service Vendor will be provided at time of contract discussions.

6.19 **Gratuities:** Proposers shall not provide any gratuities, favors, or anything of monetary value to any official, employee, or agent of SBBC; including any School Board Member, Superintendent of Schools, and any Evaluation Committee Members for any reason during this entire Procurement Process.

6.20 **Withdrawal of RFP:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFP at any time prior to the time and date specified for the Proposal opening.

6.21 **Severability:** In case of any one or more of the provisions contained in this RFP shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not affect any other provision and this provision shall be considered as if such invalid, unlawful, unenforceable or void provision had never been included herein.

6.22 **Acceptance and Rejection of Proposals:**

6.22.1 **Acceptance:** All Proposals properly completed and submitted will be evaluated in accordance with Section 7.0.

6.22.2 **Rejection:** A Proposal may be rejected if it does not conform to the rules or the requirements contained in this RFP. Examples for rejection include, but are not limited to, the following:

6.22.2.1 The Proposal is time-stamped at the Procurement and Warehousing Services Department after the deadline specified in the RFP.

6.22.2.2 Proposers found legally guilty of collusion among Proposers shall be rejected, and the participants to such shall be barred from future procurement opportunities until such time as they may be reinstated.

6.22.2.3 The Proposal shows non-compliance with applicable laws; or contains any unauthorized additions or deletions; is a conditional Proposal; is an incomplete Proposal; or contains irregularities of any kind.

6.22.2.4 The Proposer adds provisions reserving the right to accept or reject an award or to enter into a contract pursuant to an award or adds provisions contrary to those in the RFP.

6.22.2.5 The Proposer fails to complete or include any of the Category A or B required items, as defined in Section 7.0.

6.22.3 SBBC also reserves the right to waive irregularities or technicalities in any Proposal received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFP requirements or excuse the Proposer from full compliance with the RFP specifications and other contract requirements if the Proposer is awarded the contract.

6.23 **Design/builder Workforce:** Not Applicable.

6.24 **OSHA:** The Proposer warrants that the work supplied by it to SBBC shall conform in all respects to the standards set forth in the Occupational Safety and Health Act of 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.

6.25 **Insurance Requirements - Summary**

6.25.1 **Commercial General Liability:** The Design/Builder shall maintain Comprehensive General Liability Insurance, including Products & Completed Operations, Personal and Bodily Injury, and Contractual Liability, to cover the indemnification language set forth herein. Limits shall not be less than \$2,000,000 per occurrence; \$2,000,000 general aggregate. The aggregate limit shall apply per location/project. Products Completed Operations aggregate shall apply per location/project with limits not less than \$2,000,000 and must be maintained for not less than three (3) years following completion and acceptance by Owner. The Owner shall be named as an Additional Insured under the Commercial General Liability policy.

6.25.2 **Business Automobile Liability:** Design/Builder shall maintain Business Automobile Liability insurance covering all owned, non-owned, rented or hired vehicles used in connection with this contract, in amounts not less than \$1,000,000 per occurrence combined single limit for bodily injury and property damage. If Design/Builder does not own any vehicles, hired and non-owned automobile liability coverage in the amount of \$1,000,000 will be accepted. In addition, an affidavit signed by the Awardee must be furnished to SBBC indicating the following:

_____ [Design/Builder Name] does not own any vehicles. In the event insured acquires any vehicles throughout the term of this contract, insured agrees to provide proof of "Any Auto" coverage effective the date of acquisition. (Fax affidavit with Certificate of Insurance to SBBC Risk Management at 866-897-0424.

6.25.3 **Workers' Compensation:** Design/Builder shall maintain Workers' Compensation insurance for all of its employees connected with the provided services as described in this contract in accordance with Florida Statutory limits, and Employers Liability insurance with a limit of not less than (\$500,000/\$500,000/\$500,000) per accident. In the event the Design/Builder utilizes a professional employer organization arrangement, the Design/Builder must still provide evidence of Workers' Compensation coverage for Design/Builder (Design/Builder identified as first named insured).

6.25.4 **Professional Liability (Errors and Omissions) Insurance:** The Design/Builder's Architect shall procure Professional Liability Insurance in the manner described herein. The Professional Liability Insurance must provide for all sums, which the Design/Builder's Architect shall be legally obligated to pay as damages for claims arising out of or relating to the negligent services performed by the Design/Builder or any person employed or acting on the Design/Builder's behalf (including, but not limited to, Professional Consultants and Sub-Consultants) in connection with this Contract. The deductible shall not be more than Fifty Thousand (\$50,000) Dollars for each policy and must be indicated on the certificate of insurance. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may, at its discretion, authorize the Design/Builder to alter the coverage by substituting a lower aggregate or changing any other terms and conditions of the coverage (including but not limited to deductible amounts) based upon the scope of the project. The insurance policy shall be no cancelable and the limits of the Professional Liability Insurance Policy shall be as follows:

6.25.4.1 Projects require a practice policy with a per claim/annual aggregate in accordance with the specifications delineated below relative to the cumulative construction value of all projects:

6.25.4.1.1 One Million (\$1,000,000) Dollars on a per claim/One Million (\$1,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is less than Five Million (\$5,000,000) Dollars.

6.25.4.1.2 One Million (\$1,000,000) Dollars on a per claim/Three Million (\$3,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all

Board contracts is between Five Million One (\$5,000,001) Dollars to Ten Million (\$10,000,000) Dollars.

6.25.4.1.3 One Million (\$1,000,000) Dollars on a per claim/Five Million (\$5,000,000) Dollars annual aggregate basis for Project Consultants whose cumulative construction value for all Board contracts is greater than Ten Million One (\$10,000,001) Dollars.

6.25.5 **Board Provided Builder's Risk Insurance Program:** Except as otherwise provided, the Board shall maintain a builder's risk insurance policy on behalf of the Design/Builder and its Subcontractors, in effect at the time that Notice to Proceed is received by Design/Builder.

6.25.5.1 Board Builder's Risk Insurance Program for the Design/Builder and its Subcontractors will be limited to Covered Loss resulting from damage or destruction of property while such property is at the construction jobsite of the Project as described in this Contract.

6.25.5.2 No Coverage on Design/Builder's Tools or Equipment: The coverage under the Board Builder's Risk Insurance Program will be limited to property which has been, or is intended to be, incorporated into the Work as part of the contract price for which title has either been passed to the Board, or is intended to pass to the Board.

6.25.5.3 Responsibility of the Deductible: The Design/Builder shall be solely responsible for the first \$20,000 of Covered Loss in any one occurrence for any covered peril. If the deductible on the Board Builder's Risk Insurance Program applicable to the Covered Loss exceeds the \$20,000 for which the Design/Builder is responsible, the Board shall be responsible for that portion of Covered Loss incurred by the Contractor and its Subcontractors in excess of \$20,000 up to the amount of the deductible in the Board's Builder's Risk Insurance Program.

6.25.5.4 Commencement of the Board Builder's Risk Insurance Program: The Board Property Insurance Program shall commence with respect to the Work at the later of the date Notice to Proceed is received by the Design/Builder under this contract or commencement of Work at the construction jobsite of the Project as described in the Contract.

6.25.6 Refer to Contract Agreement (Attachment H – Sample Agreement) for complete Insurance information and requirements.

6.26 **Awardee Accounting Records and Right to Audit Provisions:**

6.26.1 Design/ Builder's "records", as referred to in this contract, shall include any and all information, materials and data of every kind and character, including without limitation, records, books, papers, documents, subscriptions, recordings, agreements, purchase orders, leases, contracts, commitments, arrangements, notes, daily diaries, superintendent reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may in Owner's judgment have any bearing or pertain to any matters, rights, duties or obligations under or covered by any Contract Document. Such records shall include (hard copy, as well as computer readable data if it can be made available), written policies and procedures; time sheets; payroll registers; cancelled checks; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); original estimates; estimating work sheets; correspondence; change order files (including documentation covering negotiated settlements); back charge logs and supporting documentation; general ledger entries detailing cash and trade discounts earned, insurance rebates and dividends; and any other Design/Builder records which may have a bearing on matters of interest to the Owner in connection with Design/Builder's dealings with the Owner (all foregoing hereinafter referred to as "records") to the extent necessary to permit evaluation and verification of: a) Design/Builder compliance with contract requirements, b) compliance with Owner's business ethics policies, and c) compliance with provisions for pricing change orders, invoices or claims submitted by the Design/Builder or his payees.

Design/Builder shall require all payees (examples of payees include Subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this article by incurring the requirements hereof in a written contract agreement between Design/Builder and payee. Such requirements to include flow-down right of audit provisions in contracts with payees will also apply to Subcontractors and Sub-Subcontractors, material suppliers, etc. Design/Builder will cooperate fully and will require Related Parties and all of Design/Builder's Subcontractors (including those entering into lump sum subcontracts) to cooperate fully in furnishing or in making available to Owner from time to time whenever requested in an expeditious manner any and all such information, materials and data.

6.26.2 Whenever the Owner enters into any type of contractual arrangement, including but not limited to, lump sum contracts (i.e., fixed price or stipulated sum contracts), unit price, cost plus or time and material contracts, with or without a guaranteed maximum (or not-to-exceed amounts), Design/Builder's "records" shall, upon reasonable notice, be open to inspection and subject to audit and/or reproduction during normal business working hours. Such audits may be performed by an Owner's representative or an outside representative engaged by Owner. The Owner or its designee may conduct such audits or inspections throughout the term of this contract and for a period of five years after final payment or longer if required by law.

6.26.3 Owner's authorized representative or designee shall have reasonable access to the Design/Builder's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this contract, and shall be provided adequate and appropriate work space, in order to conduct audits in compliance with this article.

6.26.4 Design/Builder shall require all subcontractors, insurance agents, and material suppliers (payees) to comply with the provisions of this article by insertion of the requirements hereof in any written contract agreement. Failure to obtain such written contracts, which include such provisions, shall be reason to exclude some or all of the related payees' costs from amounts payable to the Design/Builder pursuant to this contract.

6.26.5 If an audit inspection or examination in accordance with this Article, and finds that Design/Builder overcharged Owner, the Design/ Builder shall pay to Owner the Overcharged Amount, which is defined as the total aggregate overcharged amount, together with interest thereon, (such interest to be established at the rate of 12% per annum). If the Overcharged Amount is equal to or greater than \$25,000.00, Design/Builder shall pay to Owner the Overcharged Amount and the Audit Amount, which is defined as the total aggregate of Owner's reasonable audit costs, incurred as a result of its audit of Design/Builder and Owner. If such amounts owed Design/Builder are insufficient to cover the Overcharged Amount and Audit amount, as applicable, then Design/Builder hereby acknowledges and agrees that it shall pay such remaining amounts; to Owner within seven (7) business days of its receipt of Owner's invoice or such remaining amounts. In no event shall the Overcharged Amount or the Audit Amount be deemed a reimbursable Cost of the Work.

6.27 **Liability:** Refer to Attachment H - Sample Contract, Article 17. Liability Clause.

6.28 **SBBC Information Security Guidelines:** It is the responsibility of the Design/Builder to read and adhere to the SBBC Information Security Guidelines when using any device connected to the SBBC's network. Following the conclusion of the contract term, all of SBBC's confidential information must be removed from the Design/Builder's equipment and all access privileges must be revoked. Final payment will be withheld until the Design/Builder has confirmed, in writing, that all SBBC's confidential information has been purged from any and all electronic technology devices that were used during this contract and were connected to the SBBC's network.

SECTION 7.0 – REQUIRED - PROPOSAL FORMAT and RESPONSE INFORMATION

- 7.1 SBBC's Procurement and Warehousing Services Department shall determine whether each Proposer has addressed and provided all RFP submittal requirements. SBBC's Procurement and Warehousing Department shall identify the status of completion for each Bidders proposal on a spreadsheet for the Evaluation Committee's use.
- 7.2 It is required that Proposals be organized in booklet format in the manner specified below and with the information as identified.

Proposers Submittal Booklet

7.2.1 Booklet Title Page

- Line 1 Include RFP number and name
- Line 2. The Original RFP Due Date
- Line 3 The name of the Proposer (company/firm name)
- Line 4 Company/firm address
- Line 5 Company telephone number

7.2.2 Category A – General

Booklet Section A1 Table of Contents: Include a clear identification of the material by categories and section number and by page number.

Booklet Section A2 Letter of Responsibility: Include the names of the persons who will be authorized to make decisions for the Proposer for this proposal, and for the Organizational and Construction efforts that may result from this RFP. Provide titles, work addresses, telephone numbers, and e-mail addresses. Letter to be on Company Letter head and signed by an Officer of the Company.

7.2.3 Category B – Required Forms, Licenses, Certificates, History

7.2.3.1 Required Forms

The Required Response Form can be completed in ink or typewritten. The signed "original" Required Response Form shall be submitted within the Proposal Package labeled as the "original."

7.2.3.1.1 Joint Venture Proposers shall refer to Attachment D for special instructions for completing this form.

Booklet Section B1 Required Response Form: Modifications or alterations to this form shall not be accepted and will cause the Proposal to be rejected and not reviewed. The Required Response Form shall be the only acceptable form. The form with the Original Signature shall be in the Proposal Package labeled "Original." The Required Response Form is Attachment D.

7.2.3.2 Licenses and Registrations (Florida)

7.2.3.2.1 Proposer shall possess the required licenses and/or registrations required by Florida Statute to perform the proposed services. Proposer shall provide evidence of possessing the required licenses and/or registrations in the form of copies of documents received from the governing authorities.

Booklet Section B2 Licenses and Registrations (Florida): All appropriate licensing numbers shall be provided on a list. This list to include type of license or registration license number and name of license holder. Examples include:

1. Firms Construction Licenses and Registrations
2. General Contracting Licenses

3. M/WBE Certificates as applicable
 4. Firms Architectural License/Registration as applicable
 5. Architectural License/Registration
 6. Structural License/Registration
 7. Mechanical Engineering License/Registration
 8. Electrical Engineering License/Registration
 9. Civil Engineering License/Registration
- Continue as appropriate

Booklet Section B3 Proposer History: Provide a listing of current and former business entities that the Proposer is operating under and has operated under in the past. Letter to be on Company letterhead and signed by an Officer of the Company.

7.2.4 **Category C - Experience and Qualifications**

Booklet Section C1 Executive Summary: Submit a brief abstract, of approximately three pages, stating the Proposer's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of the RFP.

Booklet Section C2 List of Projects: Provide a list of projects successfully completed over the last ten (10) years similar in nature to the proposed Project (size, type, cost, or complexity). Provide a separate list of projects currently in progress. Include names, titles and contact information for principal, agent or owner of each project. Include commencement and completion dates, construction cost (where not deemed confidential), and a summary scope of the work.

Booklet Section C3 Litigation: Provide a statement of any litigation or regulatory action that has been filed or is pending against your firm(s) in the last three years. If an action has been filed, state and describe the litigation or regulatory action filed, and identify the court or agency before which the action was instituted, the applicable case or file number, and the status or disposition for such reported action. If no litigation or regulatory action has been filed against your firm(s), provide a statement to that effect. For joint venture or team Proposers, submit the requested information for each member of the joint venture or team.

Booklet Section C4 Initial Milestone Schedule: Utilizing the Sample Milestone Schedule format as provided in Attachment E, Indicate anticipated durations for the indicated milestones.

7.2.5 **Category D – Scope of Services:**

Booklet Section D1 Scope of Potential Self-Perform Services: Utilizing Attachment N, Indicate those services that the Proposer can provide using its own employees.

Booklet Section D2 Design/Builders Intended Staffing:

7.2.5.1 Design/Builders Intended Staffing

7.2.5.1.1 Provide the Names of the Management Staff intended for use on this Project. Identify the Company Officer to be in charge of this Project. Identify the intended Senior Project Manager, the Construction Manager, the primary site Superintendent for each project. Match the format as provided in Attachment F. Provide a resume for each individual.

7.2.5.1.2 Provide an Organizational Chart.

7.2.5.1.3 For each determined subcontractor, provide the Names of the Staff intended for use on this Project. Identify the Company Officer to be in charge of this Project. Identify their Senior Project Manager and the primary site superintendent. Match the format as provided in

Attachment F. Note: Complete subcontractor information is required prior to the first application for payment for construction activities.

Booklet Section D3 Contractors Risk Analysis:

7.2.5.2 Design/Builder shall provide a listing of potential risks that may arise during construction of the Project. The identified risks to be listed numerically providing a description of each potential risk and how the Design/Builder has addressed the risk relative to the bid price. Items of risk shall be listed in the format as shown in Attachment M.

Booklet Section D4 Design/Builders Initial Schedule:

7.2.5.3 Provide the dates for the milestones identified on this Sample Schedule for each Project matching the format of Attachment E – Sample Schedule.

7.2.6 Category E - Supplier Diversity and Outreach Program:

Booklet Section E1 M/WBE Firms for Intended Use: Identify the M/WBE firm or firms who may be working with you on this engagement utilizing Attachment G, M/WBE Participation. Note: A copy of each M/WBE Subcontractors SBBC's M/WBE Certificate shall be provided within this section.

7.2.6.1 Scoring of M/WBE Participation

For solicitations where a contract is awarded based on an evaluation criteria, the SBBC shall award a maximum of ten (10) points for fifty percent (50%) M/WBE Participation as listed in the Evaluation Point Tables below. At the time the proposal is submitted, the proposer shall identify all M/WBE firms (if any) which will be utilized by using the M/WBE Participation Form and Statement of Intent Form. The Letter of Intent submitted with the proposal reflects the intent of the parties (prime and subcontractor) to establish a business relationship as well as the type of work and percentage of work that the subcontractor will perform.

5 Points For M/WBE Participation at the Design Build Team Level	
≥ 25%	5 Points
≥ 20%	4 Points
≥ 15%	3 Points
≥ 10%	2 Points
≥ 5%	1 Point

5 Points For M/WBE Participation at the Subcontractor Level	
≥ 25%	5 Points
≥ 20%	4 Points
≥ 15%	3 Points
≥ 10%	2 Points
≥ 5%	1 Point

7.2.7 Category F - Electronic Versions of Proposal: The following shall not be bound in the proposal booklet, but shall be placed in a protective envelope or box, within the Proposal Package. (Flash Drives are acceptable in lieu of CD's).

7.2.7.1 one (1) CD labeled 'Original' (RFP # and firm name)

7.2.7.2 fifteen (15) CD's labeled 'Copies' (RFP # and firm name)

7.2.8 Category G – Cost of Services:

7.2.8.1 There are two (2) components to the Cost of Service – Category G.

7.2.8.1.1 Bid Forms

The following 2 components shall not be bound in the Bidders Proposal Booklet. These two (2) items shall be placed in the Proposal Package in a single separate envelope as described in the Section 4, line 4.9, Proposal Package Requirements.

--Attachment B - Document 00410 Bid Form for Provision of Labor and Materials shall be completed and executed.

--Attachment C - Document 00420 Bid Security Form completed and executed; or a Certified Check in the amount required.

7.2.8.1.2 Bid Breakout

The bidders shall provide a bid breakout utilizing the format provided in Attachment P- Bid Sheet –Bid Breakdown.

7.2.8.2 Cost of Service Scoring.

7.2.8.2.1 There will be a maximum of 40-points allocated for the cost of services with 35-points awarded to the Design/Builder submitting the lowest IGMP price.

7.2.8.2.2 Each Design/Builder submitting an IGMP price at or below the "Total Funds Allocated" for the Bid Package shall be awarded an additional 5-points.

7.2.8.2.3 The cost of services from all Proposers, shall be ranked in order from the lowest IGMP to the Highest IGMP and have points awarded in proportion to the Low Proposer.

7.2.8.2.3.1 Points Awarded Calculation

PLc = Lowest proposed cost
HPc = Highest proposed cost
Pc = Proposers cost

$$[1 - \{(Pc - LPc) / (HPc - LPc)\}] * 35 = \text{proposers awarded points}$$

7.2.8.2.3.2 Example

Assume there are four proposals that were \$1, \$2, \$3, \$4.

The proposal with \$1 will be allocated 35 points; the proposal with \$4 will be allocated 0 points. The remaining two proposals will receive points on the basis of the above formula.

\$2 proposal

$$[1 - \{(\$2 - \$1) / (\$4 - \$1)\}] * 35 = [1 - \{1/3\}] * 35 = .67 * 35 = 23.45 = 24 \text{ points}$$

Booklet Section G1 Bid Breakout Form: Bidders Breakout, Attachment P, shall be in this Booklet Section. Provide a separate sheet for each Project (Attachment P series).

SECTION 8.0 – EVALUATION OF PROPOSALS

8.1 Evaluation of Qualifications - The Qualification Selection and Evaluation Committee (QSEC) shall evaluate all Qualified Proposals by the following Categories. After review and evaluation of each proposal, QSEC members shall assign scores for each category of each proposal based on the member's own evaluation. The possible points given for each sub-category ranges from 0 - 5, 0 - 10, 0 - 15, 0 - 20 or 0 - 40, depending on the category.

8.1.1 QSEC members shall NOT score Category G – Cost of Services. Such scores shall be calculated by District staff and announced after the scoring of all other categories by QSEC members has concluded, and such scores have been collected.

<u>CATEGORY</u>	<u>MAXIMUM POINTS</u>
C - Experience and Qualifications (maximum 20 points)	
C.1 Executive Summary	15
C.2 List of Projects	5
D - Scope of Services (maximum 30 points)	
D.1 Scope of the Design/Builder Services	5
D.2 Design/Builder and Prime Subcontractors Staffing	5
D.3 Risk Analysis (by project)	20
E - Supplier Diversity & Outreach Program (maximum 10 points)	
<i>NOTE: Points for Category E shall be provided by the M/WBE Coordinator for consideration and use by QSEC members. However, the points provided may be changed by individual QSEC members if desired.</i>	
E.1 Participation	10
G – Costs of Service (maximum 40 points)	
<i>NOTE: Points for Category G shall be calculated by staff -- NOT by QSEC members.</i>	
G.1 Initial Guaranteed Maximum Price (IGMP)	40
TOTAL	100

- 8.2 QSEC shall rank all proposers. The highest ranked proposer shall be the proposer with the most total points. Should two or more proposers receive the same total number of points, the proposer with the lowest IGMP shall be determined to be the highest ranked proposer. All subsequent rankings shall be determined in the same manner as set forth above.
- 8.3 The Initial Guaranteed Maximum Price (IGMP) set forth in the highest ranked proposer's proposal shall be established as the IGMP in the resulting Design-Build Agreement.
- 8.4 After ranking and selection of the highest ranked proposer for each package, QSEC shall recommend approval of award of the Design-Build Agreement to the successful Design Build Firm. A Notice of Intent shall be issued and preliminary coordination shall commence with the Office of Facilities and Construction.
- 8.5 **Award:** The Agreement resulting from these discussions shall be governed by the laws of the State of Florida, and shall have venue established in the 17th Court of Broward County, Florida or the United States Court of the Southern District of Florida.

REQUEST FOR DESIGN/BUILD PROPOSAL

**RFP 16-065C
BID PACKAGE 2**



The School Board of Broward County, Florida

**Donna P. Korn, Chair
Dr. Rosalind Osgood, Vice Chair
Robin Bartleman
Heather P. Brinkworth
Abby M. Freedman
Patricia Good
Laurie Rich Levinson
Ann Murray
Nora Rupert**

Robert W. Runcie, Superintendent of Schools

**Jeffrey S Moquin - Designee, Chief Facilities Officer
Paul Carland, General Counsel**

**Office of Facilities and Construction
Procurement and Warehousing Services**

NOTICES TO ALL BIDDERS

Cone of Silence and Lobbyist Activities

For Cone of Silence requirements and for Lobbyist Activities restrictions, refer to Section 4, Introduction and General Information lines labeled 'Cone of Silence and Lobbyist Activities' (lines 4.11 and 4.12).

Pre-Qualification of Contractors Notice

The Builder (contractor) component of the Design/Build Proposer shall be Pre-Qualified for this project. NOTE: In order for proposals on this project to be accepted by the School Board of Broward County, Florida the bidder/proposer must be Pre-Qualified in accordance with 1013.46 F.S., State Requirements for Educational Facilities Ch. 4.1(1) and Board Policy 7003, at the time of the bid opening. Bids submitted from firms not in compliance with these requirements will not be opened.

**THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement and Warehousing Services Department
7720 W. Oakland Park Boulevard, Suite 323
Sunrise, Florida 33351-6704**

ATTACHMENT-A

BIDDER'S REQUEST FOR INFORMATION (RFI) FORM



The School Board of Broward County, Florida
Supply Management & Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

(754) 321-0505

Document 00220a: Proposer's Request for Information

To: Purchasing Agent
Supply Management & Logistics Department
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

Date: _____

(For Owner's Use Only) Bidder's RFI No.:
--

Bid Package Number: _____

School Name: _____

Project Number: _____

Category:

- ☐ Information not shown on RFP Documents
- ☐ Interpretation of RFP Documents
- ☐ Conflict in RFP Requirements
- ☐ Coordination

Reference:

- ☐ Spec/Project Manual Reference
- ☐ Other: _____

Subject: _____

Question: _____

Attachments: _____

Bidder:

Company Name
& Address:

Phone: _____

By: _____

Signature

Title

ATTACHMENT-B

**BID FORM
DOCUMENT 00410**

Document 00410
Bid Form For
Design/Build –Bid Package
The School Board of Broward County, Florida

Submitted: _____
(Bid Opening Date)(Completed by Bidder)

Submitted By: _____
(Bidder Name)(Completed by Bidder)

To: The School Board of Broward County, Florida

The undersigned, as Bidder, hereby declares that the only person or persons interested in the proposal as Principal(s) is (are) named herein and that no other person than herein mentioned has any interest in this proposal or in the Contract to be entered into; that this proposal is made without connection with any other person, company, or parties making a bid or proposal.

The Bidder further declares that it has examined the school project sites of the work within each Bid Package and informed itself in regard to all conditions pertaining to the places where the work is to be carried out; that it has examined the Design Criteria and the Design Responsibility Requirements for the work and examined all DB RFP Documents included in this DB RFP prior to the submittal of this Proposal, and satisfied itself to the scope of work to be performed.

The Bidder proposes and agrees, that if this proposal is accepted, to contract with The School Board of Broward County, Florida for an amount not to exceed Bidder's Initial Guaranteed Maximum Price (IGMP) as described in the Design/Build Request for Proposal, and to provide all necessary Design, Construction and Warranties for the separate School Projects as described in the Design Criteria Packages identified and provided in the DB RFP, and to perform all work in full and complete compliance with the Contract Documents and Bid Documents to the full and complete satisfaction of The School Board of Broward County, Florida, for an amount not to exceed an Initial Guaranteed Maximum Prices(GMP) as noted below:

Bid Package
Initial Guaranteed Maximum Price (IGMP)

Written Amount: _____

Figures: _____

In case of discrepancy, the amounts shown in words shall govern.

The Bidder proposes and agrees to commence work under this Contract within five (5) days from the date which will be stipulated on Document 00550, Notice To Proceed, and shall

ATTACHMENT B

complete all work there under within the number of consecutive calendar days as stipulated within the contracting documents and to meet the specific dates set forth.

The Bidder agrees that, in case of failure on his part to execute the said Contract and provision of the Bond as required by The School Board of Broward County, Florida within ten (10) consecutive calendar days after receipt of Document 00510, Notice of Award, the check or bid security (bond) accompanying this Bid, and the monies payable thereon, shall be paid into the funds of The School Board of Broward County, Florida, as liquidated damages for such failure; otherwise, the check or bid bond accompanying this Proposal shall be returned to the undersigned.

The bid bond is to be based on the Guaranteed Maximum Price as proposed above.

Attached hereto is a Certified Check on the

Bank of _____

Or

The bid bond, utilizing the form of attachment E, by a U.S. Treasury Department approved company.

Written: _____

Figures: _____

In the amount of:

5% of the highest GMP as listed above, made payable to The School Board of Broward County, Florida.

Respectfully submitted,

(Corporate Seal)

Attest:

Design/Builder

By:

Seal

Secretary

President

Witness

Witness

Contractor

Construction Industry Licensing Board Registration # _____

State Certification # _____ or Broward County Certification # _____

The School Board of Broward County, Florida

Bid Form- Document 00410

June 11, 2013 URS r15-0714

Qualifying Individual: _____

Each Bidder must list the names of its officers and its directors, as well as any stockholders holding 20% or more of the total corporate shares. Business entities, other than corporations, shall list the real parties in interest of the company as well as all officers.

_____	_____
_____	_____
_____	_____

ADDENDA RECEIPT: Bidders shall acknowledge below the receipt of any and all Addenda, if any, to the plans and specifications, listing the Addenda by numbers and dates, respectively.

Addendum No.: _____ Date: _____	Addendum No.: _____ Date: _____
Addendum No.: _____ Date: _____	Addendum No.: _____ Date: _____
Addendum No.: _____ Date: _____	Addendum No.: _____ Date: _____
Addendum No.: _____ Date: _____	Addendum No.: _____ Date: _____
Addendum No.: _____ Date: _____	Addendum No.: _____ Date: _____
Addendum No.: _____ Date: _____	Addendum No.: _____ Date: _____

All above Addenda refer specifically to the Bidding Documents prepared for:

DB RFP #: 16-066C

DB RFP Name: Bid Package 3

END OF DOCUMENT

ATTACHMENT-C

**BID SECURITY FORM
DOCUMENT 00420**

ATTACHMENT-C

**BID SECURITY FORM
DOCUMENT 00420**

ATTACHMENT C

Document 00420

Bid Security Form DOCUMENT 00420

STATE OF FLORIDA)
COUNTY OF BROWARD) SS

KNOW ALL MEN BY THESE PRESENTS, that we,

(Hereinafter called "Principal") and

_____,
a corporation chartered and doing business under the laws of the State of _____ and authorized under the laws of the State of Florida and approved by the U. S. Treasury Department to act as surety on bonds, as "Surety" (hereinafter called "Surety") are held and firmly bound into The School Board of Broward County, Florida, a body corporate (hereinafter called the "Owner"), in the sum of:

Written
Amount: _____ Dollars

Figures: \$ _____

lawful money of the United States of America, to be paid to The School Board of Broward County, Florida, for which payment well and truly made, we bind ourselves, our successors, and several respective heirs, executors, administrators, and assigns, jointly and severally, firmly by these presents:

WHEREAS, the above bounden "Principal" contemplates submitting or has submitted a proposal to the said "Owner" for furnishing all necessary labor, materials, equipment, machinery, tools, apparatus, and means of transportation for the construction of:

, and,

WHEREAS, it was a condition precedent to the submission of said bid that a certified check or bid bond in the amount of five per cent (5%) of the base bid be submitted with said bid as a guarantee that the bidder would, if awarded the contract, enter into a written contract with The School Board of Broward County, Florida and furnish a contract surety bond, issued by a surety company approved by the U. S. Treasury Department, licensed to do business in Florida, and executed and signed by a resident agent having an office in Florida, representing such Surety company, in an amount equal to one hundred percent (100%) of the Contract price for the performance of said contract within ten (10) Consecutive calendar days after written notice having been given of the Contract.

School Board of Broward County
Bid Security Form
URS 14-1121

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH, that if the proposal of the "Principal" herein be accepted and said "Principal" within ten (10) consecutive calendar days after written notice being given of such acceptance, enter into a written contract with the said "Owner" and furnish a contract Surety bond in an amount equal to one hundred per cent (100%) of the contract price, satisfactory to the said "Owner," then this obligation shall be void; otherwise, the sum herein stated shall be due and payable to The School Board of Broward County, Florida, and the "Surety" herein agrees to pay said sum immediately upon demand of The School Board of Broward County, Florida, in good and lawful money of the United States of America, as liquidated damages for failure thereof of the said "Principal."

IN WITNESS WHEREOF, the said

As "Principal" herein, has caused these presents to be signed in its name by its

President _____, and attested by its Secretary _____
under its **corporate seal**, and the said

as "Surety" herein, has caused these presents to be signed in its name by its

_____, and attested by its _____,

under its corporate seal this _____ day of _____, AD., 20 _____.

Attest:

Design/Builder:

(Title)

By: _____
(Title)

Attest:

Surety:

(Title)

By: _____
(Title)

USE THIS FORM
(NO OTHER FORM WILL BE ACCEPTABLE)

ATTACHMENT-D

REQUIRED RESPONSE FORM- PROPOSER INFORMATION FORM

REQUIRED RESPONSE FORM - Proposer Information

RFP Issued Date: _____ Title of Request or Solicitation: _____

Note: For Joint Venture Proposals, see instructions at the bottom of this page.

PROPOSER INFORMATION

PROPOSER'S (COMPANY) NAME: _____

STREET ADDRESS: _____

CITY, STATE AND ZIP CODE: _____

PROPOSER TELEPHONE: _____ PROPOSER FAX: _____

CONTACT PERSON: _____

CONTACT TELEPHONE: _____ CONTACT FAX: _____

E-MAIL ADDRESS TO SEND PURCHASE ORDERS TO: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER FIRM - TAX IDENTIFICATION NUMBER: _____

Proposal Certification

I hereby certify that:

1. I am submitting the following information as my Firm's Proposal and I am an Officer of the Firm.
2. Proposer has not discussed, or compared the Proposal with other Proposers and has not colluded with any other Proposer.
3. Proposer, its principals, or their lobbyists has not provided any campaign contributions to School Board Members during the period in which the Proposer is attempting to qualify, to provide Design/Build Services to the School Board. This period of limitation shall commence at the time of the "cone of silence" period for any solicitation for a competitive procurement as described by:
 - School Board Policy 3320, Part II, Section HH
 - School Board Policy 1007, Section 5.4 Campaign Contribution Fundraising
4. Proposer acknowledges that all information contained herein is part of the public record as defined by the State of Florida Sunshine and Public Records Laws.
- 5 All responses, data and information contained in this Proposal are true and accurate
6. Proposer agrees to acceptance of the contents of all pages in this Request for Proposal (RFP) including all attachments and the contents of all issued Addenda.
7. Proposer agrees to be bound to all terms, conditions and requirements identified in the Request for Proposal, its Addenda and its Attachments.
8. The Proposer understands that everything contained herein are requirements of this RFP and failure to comply will result in disqualification of the Proposal submitted.

Signature of Proposer's Officer (blue ink preferred on original)_____
Date_____
Name of Proposer's Officer_____
Title of Proposer's Officer.

JOINT VENTURES: In the event multiple Proposers submit a joint Proposal in response to the RFP, a single Proposer shall be identified as the Prime Proposer. If offering a joint Proposal, Prime Proposer must include the name and address of all parties of the joint Proposal. Prime Proposer shall provide all bonding and insurance requirements, execute any Contract, complete the REQUIRED RESPONSE FORM shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one Proposer shall be acceptable. Prime Proposer responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other Proposers participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. Prime Proposer shall also prepare and present a consolidated invoice(s) for services performed. SBBC shall issue only one check for each consolidated invoice to the Prime Proposer for services performed. Prime Proposer shall remain responsible for performing services associated with response to this RFP.

ATTACHMENT E

Sample Schedule Format **With Initial Milestones Listed**