

REQUEST FOR DESIGN/BUILD PROPOSAL  
RFP # 16-072F  
Renovation Bid Package for Northeast High School

Project Number P-001684



The School Board of Broward County, Florida

~~Donna P. Korn, Chair~~

Dr. Rosalind Osgood, ~~Vice~~ 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  
7720 WEST OAKLAND PARK BOULEVARD, SUITE 323 • SUNRISE, FLORIDA 33351-6704 • TEL 754-321-0501

## REQUEST FOR DESIGN / BUILD PROPOSAL

### RFP # 16-072F Project Number P-001684

RFP Issue Date: November 11, 2015

Revision 1: December 9, 2015

#### RFP – Description of Scope

This DB RFP consists of renovation work at Northeast High School.

Northeast Senior High School is an existing school originally built in 1963 with expansion and renovation having taken place over the entire life of the facility. The campus currently encompasses twenty-nine (29) buildings with an approximate square footage of 280,786 SF. Additionally the campus includes three (3) portable facilities with an approximate square footage of 2,376 SF.

The work generally consists of re-roofing, HVAC upgrades, electrical upgrades, and other miscellaneous renovation work on most of the campus buildings.

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 Project information and the associated project scope categories of work.

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## SECTION 1.0 - RFP - PROJECT INFORMATION

Project: P.001684

Northeast High School

RFP#: 16-072F

Project address: 700 NE 56<sup>th</sup> Street, Oakland Park, FL 33334

School Location Number: 1241

### Project Scope Categories:

Improvements to HVAC, Fire Sprinkler, Building Envelope, Single Point of Entry, Media Center Improvements, STEM Lab Additions/Renovations, Weight Room, and ADA Upgrades.

The scope of work shall include, but not be limited to, single point of entry, safety/security upgrade, fire sprinklers, fire alarm, weight room renovation, STEM lab improvements, HVAC improvements (including testing and balancing), electrical improvements, re-roofing, and ADA renovations related to educational adequacy.

### Project Budget:

Total Funds Allocated for Design/Build Contract: ~~\$13,801~~~~14,162~~,600 - (Basis of evaluation of proposals)

Total Funds from District's approved ADEFP:	\$15,872,000
<u>ADEFP Addendum 1</u>	<u>\$ -361,000</u>
<u>TOTAL</u>	<u>\$15,511,000</u>
Less:	
- School Choice and Technology	\$ 964,000
- Other Owner Costs	<u>\$ 745,400</u>
TOTAL Design/Build Funds	<del>\$14,162</del> <u>13,801</u> ,600

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## **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 – Minority/Women Business Enterprise Form

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

Attachment N – Scope of Potential Self Performed Construction Services

Attachment O – General Conditions for Design/Build

Attachment P – Bid Breakout Forms

### **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 3<sup>rd</sup> Avenue, Fort Lauderdale, FL 33312 754-321-1932

#### **Design Criteria Package – Exhibits – Online 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 PACKAGE**

Design Criteria Package – Northeast High School

**Project Number: P-001684**

Design Criteria Package – Table of Contents

- 1.0 Executive Summary
- 2.0 Site Summary
- 3.0 Scope of Work
- 4.0 Design Responsibilities
- 5.0 Design Phasing Requirements
- 6.0 Codes and Regulation Standards
- 7.0 Electronic Media Requirements

Appendix A.1.0 – Reports  
A.1.1 - Asbestos Report

Appendix A.2.0 – FISH Documentation  
A.2.1 - FISH Summary Report  
A.2.2 - FISH Inventory  
A.2.3 - FISH Site Plan  
A.2.4 - FISH Building Plan

Appendix A.3.0 – Facility Assessments and Budgetary Documentation  
A.3.1 - Adopted District Educational Facilities Plan (DEFP)  
A.3.2 - SMART Campus Summary  
A.3.3 - MAPPS Deficiency Listing

## **SECTION 4.0 - INTRODUCTION AND GENERAL INFORMATION**

- 4.1 **School Inspection Schedule:** There will be a 1 day inspection period at the school which will start at 12:00 noon and end at 5:00 PM. **Northeast High School pre-proposal inspection: November 19, 2015**
- Project Manager: TBD
- 4.2 The RFP will be posted on [www.demandstar.com](http://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](mailto: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](mailto: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. Proposers shall include proposed design fees, preconstruction fees, general condition costs, and construction fee with this proposal which will be evaluated as part of the selection criteria.
- \_\_\_\_\_ 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.
- 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](http://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

November 11, 2015	Issuance of RFP # 16-072F.
November 19, 2015	Non-Mandatory Proposers' Conference 10 a.m. EST**.
December <del>17</del> <sup>14</sup> , 2015	Written questions due on or before 5:00 p.m. EST to Procurement and Warehousing Department.
January <del>20</del> <sup>6</sup> , 2016	Proposals due and stamped in at or before 2:00 p.m. EST. Proposal opening will begin at 2:15p.m. EST**.
January <del>27</del> <sup>13</sup> , 2016	Qualification Selection Evaluation Committee reviews Proposals and makes recommendation for award. Meeting to be held at 9:00 a.m.**
<del>January</del> <sup>February</sup> <del>24</del> <sup>19</sup> , 2016	Posting of Recommendation.
March 3, 2016	Tentative School Board Award Date
<del>April 1</del> <sup>March 24</sup> , 2016	D/B Notice to Proceed
October 23, 2017	Substantial Completion Dates
November 27, 2017	Final Completion Dates

\*\*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 **Minority/Women Business Enterprise (M/WBE) Participation:** The target M/WBE goals for the project is 25% for the Design/Builder and 25% for Subcontractors.

6.11 SBBC's Supplier Diversity and Outreach Program administers a Minority/Women Business Enterprise (M/WBE) Program. 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. M/WBE vendors that are participating in this project must be listed on the M/WBE Participation Form located in the Attachments of this bid package. **M/WBE participation is strongly encouraged.** If the Bidder is a certified M/WBE by SBBC, Bidder should also be listed on the M/WBE Participation Form.

M/WBE vendors utilized for this contract must be certified by SBBC's Supplier Diversity and Outreach Program Office prior to submission of bid proposal. For information on M/WBE Certification, contact SBBC's Supplier Diversity and Outreach Programs at 754-321-0550. SBBC's Supplier Diversity and Outreach Program works to increase the participation of minority and women business enterprise in construction and purchasing contracts. It is the intent of the Supplier Diversity and Outreach Program to have a diverse group, as well as an equitable distribution of M/WBEs participating on any award of this Proposal.

To find M/WBE firms to partner with during the term of this contract, please go to the following link:  
<http://www.broward.k12.fl.us/supply/sdop/vendorlist.html>

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 Design/Builders M/WBE Participation Category. However, firms that are certified by SBBC after the proposal's tentative award, will count towards the Design/Builders M/WBE project goal attainment. The Design/Builder is to contact SDOP to provide the updated information.

6.11.2 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](http://www.broward.k12.fl.us/supply/vendors/mwbe.htm).

6.11.3 The Awardee will be required to submit a Monthly Minority/Women Business Enterprise (M/WBE) Subcontractor Utilization Report (Utilization Report, Attachment \_\_\_\_ ) to the Supplier Diversity and Outreach Program, that will track payments to M/WBEs. In addition to the Utilization Report, Awardee(s) shall provide proof of payment made to each M/WBE Subcontractor which shall take the form of cancelled checks or check register photocopies, or any other valid form of documentation that serves to substantiate all payment amounts included in the Utilization Report. The timing of the Utilization Report shall coincide with invoice submission, whether the M/WBE(s) received payment or not, until all committed remuneration has been received by the M/WBE(s).

6.11.4 Awardee must provide the Supplier and Diversity Outreach Program a 30-day written notice for substitution of an M/WBE Subcontractor.

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 10<sup>th</sup> 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](http://www.demandstar.com) as noted on the Calendar (Section 5.0) or as modified by an addendum or by posting in the Procurement and Warehousing Services Department and at [www.demandstar.com](http://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 6.0.
- 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**
  - 6.25.1 The Design/Builder and Design/Builder's Architect shall furnish the Owner a Certificate of Insurance evidencing all types and amounts of insurance coverage's required by this contract have been obtained and are in full force and effect during the life of this contract within 10 days of Notice of Award or prior to commencement of the Work, whichever is sooner, by the Owner. Such Certificate(s) of Insurance shall include a minimum 30-day written notice to the Owner of any material change in coverage, policy terms, expiration, or cancellation.
  - 6.25.2 All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. All insurance companies providing policies required under this contract shall have at least an "A-" rating and a financial rating not less than VI in the current A.M. Best Manual or hold a Moody's Investors Service Financial Strength of "Aa3" or better.
  - 6.25.3 All insurance policies required under this contract shall be endorsed to be primary of all other valid and collectable coverage's maintained by the Owner. The School Board of Broward County shall be named as an additional insured under the Commercial General Liability policy and any other policy required by the agreement.
  - 6.25.4 The Owner reserves the right to review, reject or accept any required policies of insurance, including limits, coverage's or endorsements, herein throughout the life of this contract.
  - 6.25.5 Neither approval by the Owner, nor failure to disapprove the insurance provided by the Design/Builder shall relieve the Design/Builder of full responsibility to provide the insurance as required by this contract.
  - 6.25.6 The Design/Builder shall verify that all subcontractors utilized in conjunction with all services provided under this contract shall maintain insurance of the type, amount, and classification required by these provisions,

unless the Design/Builder's insurance provides coverage on behalf of the subcontractor(s). When requested by the Owner, the Design/Builder shall obtain and furnish copies of a Certificate of Insurance evidencing coverage for subcontractor(s).

6.25.7 The Design/Builder will not be permitted to provide any products or services under this contract until the Design/Builder has obtained all insurances required hereunder and such insurances have been approved by the Owner. No payment will be made under the contract until satisfactory evidence of insurance is received.

6.25.8 The Design/Builder shall agree to a Waiver of Subrogation for each required policy providing coverage during the life of this contract. When required by the insurer, or should a policy condition not permit an Insured to enter into a pre-loss agreement to waive subrogation without an endorsement, the Design/Builder shall request a Waiver of Transfer of Rights of Recovery against others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which as a condition to the policy specifically prohibits such an endorsement, or voids coverage should Design/Builder enter into an agreement on a pre-loss basis. The Waiver of Subrogation shall be in accordance with all of the limits, terms and conditions set forth herein.

6.25.9 If any action by any person, firm or corporation is brought or threatened against the Owner or against the Design/Builder and the Owner for any alleged loss, damage or injury arising out of or in the consequence of the performance or nonperformance of the Contract which, in the reasonable opinion of the Owner, may not be covered by the contingent liability, public liability or property damage insurance policy, or, which together with other such actions or claims seeks a recovery in excess of the amount payable under such policies, the amount of such recovery sought or so much thereof as the Owner reasonably deems necessary, may be withheld by the Owner from any money due the Design/Builder.

6.25.10 Minimum limits of insurance

6.25.10.1 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.

6.25.10.2 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.

6.25.10.3 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).

6.25.10.4 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 non-cancelable and the limits of the Professional Liability Insurance Policy shall be as follows:

6.25.10.4.1 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:

- A. 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.
- B. 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.
- C. 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.

6.25.10.4.2 The Design/Builder and/or Design/Builder's Architect shall be required to maintain the practice policy in accordance with the above specifications for a period commencing with execution of this contract and terminating five (5) years after final completion of said projects. In addition, the Design/Builder and/or Design/Builder's Architect shall provide the total number of claims filed against said practice policy on an annual basis to The School Board of Broward County, Florida, deems appropriate.

6.25.11 Certificate of Insurance Requirements: Prior to the commencement of any Work, as evidence of required coverage, Design/Builder and Design/Builder's Architect must provide a Certificate of Insurance to The School Board of Broward County, Florida's Risk Management Department for approval. Certificates should be faxed to School Board of Broward County's Certificate Tracking System at 1-866-897-0425.

6.25.12 Acceptability of Insurance Carriers: The insurance policies must be issued by companies qualified to do business in the State of Florida. The insurance companies must be rated at least A- VI by AM Best or Aa3 by Moody's Investor Services.

6.25.13 ADDITIONAL REQUIREMENTS FOR CERTIFICATES OF INSURANCE

6.25.13.1 Shall clearly identify The School Board of Broward County, Florida, its members, officers, employees and agents are added as additional insured. The endorsement number is: \_\_\_\_\_.

6.25.13.2 Shall indicate General Aggregate Limit Applies Per Project.

6.25.13.3 Shall clearly indicate the Project Number and Project Name to which coverage applies.

6.25.13.4 Shall clearly indicate Contractual liability is included.

6.25.13.5 Shall indicate all liability policies are primary of all other valid and collectable coverage maintained by the School Board of Broward County, Florida.

#### 6.25.14 BOARD PROVIDED BUILDER'S RISK INSURANCE PROGRAM

6.25.14.1 Board to maintain 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.

6.25.14.2 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.

6.25.14.3 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.

6.25.14.4 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 Design/Builder and its Subcontractors in excess of \$20,000 up to the amount of the deductible in the Board's Builder's Risk Insurance Program.

6.25.14.5 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.

6.25.15 Termination of Board Property Insurance Program: Coverage under the Board Builder's Risk Insurance Program for the Design/Builder and its Subcontractors shall terminate at the earliest of:

- A. With respect to any completed portion of the Work, if the Board elects to occupy and/or use such completed portion of the Work prior to Substantial Completion, the date the Board first occupies or uses such completed portion of the Work; or
- B. If work by the Design/Builder is permanently abandoned or terminated prior to Substantial Completion, at the time such work is permanently abandoned or terminated; or
- C. Termination of the Contract by the Board.

6.25.16 Board Property Insurance Program Subject to Limitations: The rendering of the Board Builder's Risk Insurance Program shall not constitute any representation by the Board with respect to the adequacy of the insurance to protect the Design/Builder or its Subcontractors against property insurance type losses. The Board emphasizes that coverages in the Board Builder's Risk Insurance Program is limited in scope and do not necessarily include all insurance coverages, either desirable or normally maintained by the Design/Builders or Subcontractors. Except as otherwise specifically provided in the Contract, the providing of the Board Builder's Risk Insurance Program shall not be construed to be a limitation on the nature or extent of the Design/Builder's or its Subcontractors' obligations under this Contract nor to relieve the Design/Builder or its Subcontractors of any such obligations.

NOTICE OF CLAIM UNDER BOARD BUILDER'S INSURANCE PROGRAM: In addition to, and not in lieu of, any other notice required under this Contract, if a Contractor or its Subcontractor suffers injury or damage to property which might result in Covered Loss under the Board Builder's Risk Program, written notice of such injury or damage shall be given to the Division of Risk Management of the School Board of Broward County, as soon as practical, but not exceeding seven (7) day after first observance of such injury or damage. The notice shall provide sufficient detail to enable the Division of Risk Management or its designee, to provide an initial report to the Board's insurers and to properly investigate the matter. Notification shall be directed to the SBBC Risk Management Division at (754) 321-1900.

COOPERATION OF CONTRACTOR AND SUBCONTRACTORS: The Contractor and all of its Subcontractors shall assist the Board and the Board's insurers and fully cooperate in respects to reporting, investigation and adjusting of claims under the Board Builder's Risk Insurance Program whether or not involving the respective Contractor or Subcontractor.

WAIVER OF SUBROGATION: To the extent such insurance permits, and then only to the extent Board collects under the Board Builder's Risk Program, SBBC waives any and all claims against Contractor or Subcontractors and their respective agents, servants and employees, for loss or damage to Board's property. To the extent such insurance permits and then only to the extent the Contractor collects under its property insurance coverage, Contractor waives any and all claims against Board and its agents, servants and employees for loss or damage to Contractor's property. Contractor shall require all Subcontractors to waive, to the extent such insurance permits and then only to the extent such Subcontractor collects under its property insurance coverage, any and all claims against SBBC and its agents, servants and employees for loss or damage to such Subcontractor's property.

BOARD'S RIGHT TO TERMINATE, MODIFY OR REPLACE: The Board reserves the right to terminate whole or in part or modify the Board Builder's Risk Insurance Program. In the event of termination or modification, whether initiated by the Board's or its insurers, the Board will assume the responsibility for that portion of any loss suffered by the Contractor or its Subcontractors which would have been covered by the Board Builder's Risk Insurance Program.

#### 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~~ — Requirements**

#### **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~~ Section 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~~ Section 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. Design/Builder 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 Section 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/Qualifications:** Provide a list of relevant projects successfully completed over the last ~~seventeen~~ **(+07)** 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. Describe your team's experience working together.

**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 Section 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 Contractors Risk Analysis shall clearly convey their approach to the Project, including their decision regarding the allocation of risks such as, but not limited to, the status of the local construction market, on-site safety, the schedule, the budget and the correction of problems due to design errors or changes. 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/Builder's 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 Section E - Supplier Diversity and Outreach Program:**

**Booklet Section E1 M/WBE Firms for Intended Use:** Identify the SBBC M/WBE firm or firms who may be working with you on this engagement utilizing Attachment G, Minority/Women Business Enterprise (M/WBE) Participation Form. 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.

2 Points For M/WBE Design Builder	
M/WBE Design Builder	2.0 Points

4 Points For M/WBE Subcontractor Participation at the Design Build Team Level Architect and Engineering	
≥ 25%	4.0 Points
≥ 20%	3.0 Points
≥ 15%	2.0 Points
≥ 10%	1.5 Points
≥ 5%	1.0 Points

4 Points For M/WBE Participation at the Subcontractor Level	
≥ 25%	4.0 Points
≥ 20%	3.0 Points
≥ 15%	2.0 Points
≥ 10%	1.5 Points
≥ 5%	1.0 Points

7.2.7 ~~Category Section 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 CDs).

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

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

7.2.8 Category Section 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 ~~35~~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 Design/Build Contract shall be awarded an additional 5 points.~~Not used.

7.2.8.2.3 The following cost of services items from all Proposers, shall each be ranked in order from the lowest ~~IGMP~~ to the Highest ~~IGMP~~ and have points awarded in proportion to the Low Proposer for that item.

a.	Cost of Construction (COC) as a \$\$	5 points
b.	Design Fees as a %	8 points
c.	Preconstruction Fees as a \$\$	7 points
d.	General Condition Costs as a \$\$	7 points
e.	GC Fees as a %.	8 points

The sum of the above elements shall generate the IGMP.

7.2.8.2.3.1 Points Awarded Calculation

~~LPc = Lowest proposed cost~~

~~HPc = Highest proposed cost~~

~~Pc = Proposers cost~~

~~$[1 - ((Pc - LPc) / (HPc - LPc))] * 35$  = proposers awarded points~~

~~LPc = Lowest proposed cost (or percentage on b and e)~~

~~HPc = Highest proposed cost (or percentage on b and e)~~

Pc = Proposers cost (or percentage on b and e)

$[1 - (Pc - L_{Pc}) / (H_{Pc} - L_{Pc})] * [category\ points] = proposers\ awarded\ points$

7.2.8.2.3.2 Example for Design Fees

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

The proposal with \$1 will be allocated ~~835~~ 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:  $[1 - ((\$2 - \$1 / \$4 - \$1))] * \del{835} = [1 - (1/3)] * \del{835} = .67 * \del{835} = \del{23.45} = \del{245.36}$  points

Booklet Section G1 Bid Breakout Form: Bidders Breakout, Attachment P, shall be in this Booklet Section.

## 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 varies~~ 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>
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**C - Experience and Qualifications** (maximum ~~20-30~~ points)

C.1	Executive Summary	15
C.2	List of Projects/ <u>Qualifications</u>	<u>15</u>

**D - Scope of Services** (maximum ~~25-30~~ 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)	<u>15</u> <del>20</del>

**E - Supplier Diversity & Outreach Program** (maximum 10 points)

*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.*

E.1	Participation	10
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**G – Costs of Service** (maximum ~~35-40~~ points)

*NOTE: Points for Category G shall be calculated by staff -- NOT by QSEC members.*

*All points will then be combined for final QSEC rankings.*

G.1	Cost of Construction Price (COC) (\$\$)	5
G.2	Design Fees as a % of COC (%)	8
G.3	Preconstruction Fees (\$\$)	7
G.4	General Conditions Costs (\$\$)	7
G.5	GC Fees as a % of COC (%)	8

	<u>G.1</u> Initial Guaranteed Maximum Price (IGMP)	
<u>40</u>		

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. The Cost of Construction (COC) and fees set forth in the highest ranked firm's proposal shall be established as the Initial Guaranteed Maximum Price (IGMP) in the resulting Design-Build Agreement. The IGMP cannot increase after selection of the highest ranked proposer unless~~

a change in the scope of work is necessary due to a fact issue or condition that could not have been reasonably foreseen at the time of submission of the proposal

8.4 All fees and costs in items G.2-G.5 above shall be fixed, unless a significant and material change occurs in the scope or schedule.

8.45 After ranking and selection of the highest ranked proposer for the 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.

8.65 **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 17<sup>th</sup> Court of Broward County, Florida or the United States Court of the Southern District of Florida.