

**REQUEST FOR QUALIFICATIONS
RFQ # FY20-192**

PROGRAM MANAGER - OWNER'S REPRESENTATIVE SERVICES



The School Board of Broward County, Florida

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

NOTICES TO ALL SUBMITTING FIRMS

Cone of Silence and Lobbyist Activities

For Cone of Silence requirements and for Lobbyist Activity restrictions refer to Section 1, Introduction and General Information lines labeled Cone of Silence and Lobbyist Activities. Line numbers 1.10 and 1.11 and to School Board Policies 3320 and 1100B.

***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 754-321-0505

REQUEST FOR QUALIFICATIONS (RFQ)

RFQ # FY20-192

PROGRAM MANAGER – OWNER’S REPRESENTATIVE SERVICES

Public Announcement

Notice is hereby given that SEALED QUALIFICATIONS STATEMENTS will be received by THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA, at the Procurement & Warehousing Services Department, 7720 W. Oakland Park Blvd., Sunrise, FL 33351, Suite 323 up to 02:00 PM on April 7, 2020, and opened immediately thereafter in Bid Room #1, #2, #3 and/or #4, for provision of all materials and labor necessary for Program Manager – Owner’s Representative Services as described herein. A **MANDATORY** pre-submittal conference will take place at the Procurement & Warehousing Services Department, 7720 W. Oakland Park Blvd., Sunrise, FL 33351, Suite 323 at 10:00 AM on March 12, 2020. All interested parties are invited to attend.

Bid details can be found online by visiting the following website:

https://www.demandstar.com/supplier/bids/agency_inc/bid_list.asp?f=search&LP=BB&mi=10150

To be advertised on March 5, 2020



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RFQ # FY20-192

PROGRAM MANAGER – OWNER’S REPRESENTATIVE SERVICES

RFQ Issue Date: March 5, 2020

Description of Scope:

The District has determined that engaging the assistance of a team of construction industry professionals organized in one (1) or two (2) Program Manager - Owner's Representative (PM) agents is the most flexible, cost-effective means to achieve the coordination and synergy necessary to meet the demands of the Schools. A PM offers flexibility through its capacity to engage professionals with specific expertise at appropriate points in the planning and implementation of projects.

The SBBC intends to enter into an agreement with one (1) or two (2) qualified firms to perform Program Manager – Owner's Representative Services. Services shall include all types and manner of Program Manager – Owner's Representative Services related to Owner's Design and Construction programs as required and directed by the District.

NOTICES TO ALL SUBMITTING FIRMS

Cone of Silence and Lobbyist Activities

For Cone of Silence requirements and for Lobbyist Activity restrictions refer to Section 1, Introduction and General Information lines labeled Cone of Silence and Lobbyist Activities. Line numbers 1.10 and 1.11 and to School Board Policies 3320 and 1100B.

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA
Procurement and Warehousing Services Department
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TABLE OF CONTENTS

<u>Section</u>	<u>Page</u>
---	RFQ Cover Sheet..... 0
---	Notice of RFQ..... 1
---	RFQ – Description of Scope..... 2
---	Table of Contents 3
1.0	Introduction and General Information 5
2.0	Calendar 8
3.0	RFQ Conditions 10
4.0	Required Qualifications Statement Format and Response Information..... 17
5.0	Evaluation of Qualifications 26

Attachments

<u>Attachment A</u>	-- Supplier Diversity Outreach Program Guidelines (Document 00467)
<u>Attachment A.1</u>	– Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor Participation Schedule
<u>Attachment A.2</u>	– Statement of Intent to Perform as an S/M/WBE Subcontractor
<u>Attachment A.3</u>	– S/M/WBE Monthly Subcontractor Utilization Report
<u>Attachment A.4</u>	– S/M/WBE Good Faith Effort Form
<u>Attachment B</u>	– Required Response Form
<u>Attachment C</u>	– Proposer’s Request for Information Form (for use by Submitting Firm)
<u>Attachment D</u>	– Project Relevancy / Reference Form
<u>Attachment E</u>	– Conflict of Interest
<u>Attachment F</u>	– Qualification Selection Evaluation Committee Scoring Rubric
<u>Attachment G</u>	– Scope of Work
<u>Attachment H</u>	– Authorization to Proceed Form
<u>Attachment I</u>	– ACH Payment Agreement Form
<u>Attachment J</u>	– Sample Program Manager – Owner’s Representative Agreement (With Exhibits)

RFQ Online Attachment Links

Submitting Firms need to be familiar

Online Documents: The following documents shall be downloaded by the Program Manager (“Submitting Firm” or “PM”) and are considered as RFQ 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 SBBC’s Design and Materials Standards downloaded from SBBC’s website – the word ‘Contractor’ shall be interpreted as the word ‘Construction Manager’ 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>

SECTION 1.0 - INTRODUCTION AND GENERAL INFORMATION

- 1.1 The School Board of Broward County, Florida (hereinafter referred to as "SBBC") desires to receive Qualifications Statements for Program Manager - Owner's Representative Services for program management services for educational facilities projects district-wide, to include all types and manner of program management services related to design and construction programs as required and directed by the District, from Submitting Firms qualified and interested in providing professional management services as described herein. The SBBC intends to enter into an agreement with one (1) or two (2) qualified firms to perform Program Manager – Owner's Representative Services. Submitting Firms may be referred to as "Program Manager" or "PM" throughout this document.
- 1.2 **Contract Term and Type:** SBBC intends to establish a three (3) year contract term commencing in or about June 2020 through June 2023. The term of the contract may, by mutual agreement between SBBC and the Awardee, be extended for three (3) additional six-month periods beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter of intent to renew from each Awardee, before the end of the current contract period. The Awardee will be notified when the recommendation has been acted upon by the School Board.
- 1.2.1 Should the current, active PM be recommended for award, the new contract term shall not commence prior to August 19, 2020 to align with the current, active Program Manager – Owner's Representative Services Agreement.
- 1.3 **Evaluation and Award:** All Qualifications Statements will be evaluated by the Qualifications Selection Evaluation Committee (QSEC) and District staff based upon the information submitted by Submitting Firms in response to this RFQ and in accordance with the evaluation criteria established in Section 5.0. Based upon the evaluation of Qualifications Statements, QSEC will recommend one (1) or two (2) Submitting Firm(s) to the Superintendent of Schools who may then recommend one (1) or two (2) Submitting Firm(s) to SBBC for award.
- 1.4 **Questions and Interpretations:** Any questions, requests for clarifications or interpretations regarding any portion of this RFQ (or reporting errors, inconsistencies, or ambiguities) during the Submittal preparation period shall be received no later than the date stated in Section 2.0 (which will not be less than ten (10) business days prior to the deadline due date for submitting the completed RFQ response), and no questions or clarifications will be considered after this date. Program Managers must submit **Document 00220 – Proposer's Request for Information (RFI) 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. RFI requests must be for a single RFQ, RFI requests for multiple RFQs may not be considered. Any questions which require a response which amends the RFQ document in any manner will be answered via Addendum by the Procurement and Warehousing Services Department and provided to all Submitting Firms. Address questions or requests for clarifications in writing to:
- Luis E. Perez
Purchasing Agent III
Procurement & Warehousing Services
7720 West Oakland Park Blvd - Suite 323
Sunrise, FL 33351
754-321-0936 Fax
E-mail: Luis.Perez@browardschools.com
- 1.5 Any verbal or written information, which is obtained other than by information in this RFQ document or by Addenda, shall not be binding on SBBC.
- 1.6 **Qualifications Statement Format:** Any response to the RFQ shall follow the format and include the information as identified in Section 4.0 of this RFQ.
- 1.7 **Qualifications Statement Package Requirements:**
- One (1) complete, original hard-copy Qualifications Statement (clearly labeled as "original").
 - One (1) complete, original electronic version (clearly **labeled as "original"**), which must be identical to the hard-copy original. Electronic version should clearly identify the RFQ # and Firm Name.

- Two (2) complete, electronic version copies (clearly **labeled as “copy”**), which must be identical to the original electronic version. Electronic version should clearly identify the RFQ # and Firm Name.
- Six (6) additional hard-copies (which must be identical to the original Qualifications Statement except they shall be **labeled as “copy”**).
- Qualifications Statements shall be submitted in a sealed envelope (package, box, etc.) with the RFQ number and description clearly identified by label on the Package along with the Submitting Firms Name.

1.8 **Preparation Cost of Qualifications Statement:** The Submitting Firm is solely responsible for any and all costs associated with responding to this RFQ. SBBC will not reimburse any Submitting Firm for any costs associated with the preparation and submittal of any Qualifications Statement, or for any travel and per diem costs that are incurred by any Submitting Firm.

1.9 It is the sole responsibility of the Submitting Firm to assure it has received the entire Qualifications Statement and any and all Addenda.

1.10 It is the sole responsibility of the Submitting Firm to assure that its Qualifications Statement is time stamped in the Procurement and Warehousing Services Department on or before the date and time stated in Section 2.0.

1.11 No submissions made after the Qualifications Statement opening, amending or supplementing the Qualifications Statement, will be considered.

1.12 **Withdrawal of Qualifications Statement:** A Qualifications Statement may be withdrawn at any time, in writing, prior to the start of QSEC Part A for the applicable RFQ.

1.13 **Gratuities:** Submitting Firms 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 QSEC Members, for any reason during this entire procurement process.

1.14 **Cone of Silence:** Any Submitting Firm, or lobbyist for a Submitting Firm, 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 QSEC 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 otherwise notified by the Procurement and Warehousing Services Department. This “Cone of Silence” period shall go into effect upon the time of release of the solicitation and shall remain in effect until SBBC either awards a contract or rejects all Qualifications Statements. Further, any Submitting Firm, its principals, or its 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 SBBC. 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 Submitting Firm or its lobbyist who violates this provision shall cause the Submitting Firm’s Qualifications Statement to be considered non-responsive and therefore be ineligible for award. This prohibition does not apply to:

1. Telephone calls to the Procurement & Warehousing Services staff to request copies of this RFQ, 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 RFQ;
Review of background/contract documents at the staff offices;
5. Public Records Requests; and/or
6. Bid protest proceedings.

- 1.15 **Lobbyist Activities:** In accordance with School Board 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.
- 1.15.1 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.
 - 1.15.2 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.
 - 1.15.3 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 Member's Offices or the Superintendent's Office and will be recorded on SBBC's website, www.browardschools.com.
 - 1.15.4 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.
 - 1.15.5 Senior-level employees and/or School Board Members are prohibited from lobbying activities for two (2) years after resignation or retirement or expiration of their term of office.
 - 1.15.6 The Office of the Superintendent shall keep a current list of persons who have submitted the lobbyist statement form.
- 1.16 **Certification Regarding Scrutinized Activities:** By submitting its bid, proposal or qualifications statement, the Submitting Firm certifies that it is not participating in a boycott of Israel; it is not on the List of Scrutinized Companies that Boycott Israel; it is not on the List of Scrutinized Companies with Activities in Sudan; it is not on the List of Scrutinized Companies with Activities in the Iran Petroleum Energy Sector; and that it is not engaged in business operations in Cuba or Syria.

SECTION 2.0 CALENDAR

03/05/2020	Issuance of RFQ # - FY20-192 – Program Manager – Owner’s Representative Services
03/12/2020	MANDATORY Pre-Submittal Conference At 10:00 a.m. ET*. at Procurement & Warehousing Services 7720 W. Oakland Park Blvd, Suite 323 Sunrise, Florida 33351
03/20/2020	Written questions due: On or before 5:00 p.m. ET Procurement and Warehousing Services Department 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704 Or via email to: Luis.Perez@browardschools.com
04/07/2020	Qualifications Statements due: At or before 2:00 p.m. ET at Procurement and Warehousing Services Department. 7720 West Oakland Park Blvd., Suite 323, Sunrise, Florida 33351-6704
04/22/2020**	Part A – Shortlisting Meeting - Selection Committee reviews Qualifications and develops list of shortlisted firms: At 9:00 a.m. ET* at Procurement and Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704
Approximately 3 business days after Committee Review	Posting of Evaluation Committee’s Recommendation to shortlist.
05/06/2020**	Part B – Final Meeting - Selection Committee conducts interviews with shortlisted firms and makes a recommendation for Selection: At 9:00 a.m. ET* at Procurement and Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704
Approximately 5 business days after Committee Review	Posting of Evaluation Committee’s Recommendation to negotiate. Recommendation to award shall be posted after the completion of negotiations.
May 2020	Negotiation Meeting (TBD) At Procurement and Warehousing Services Department 7720 West Oakland Park Boulevard, Suite 323 Sunrise, Florida 33351-6704
June 2020	Tentative School Board Award Date.

*These are public meetings. 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 & 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.

****PART A** - The date of the Shortlisting Meeting to review and evaluate Qualifications Statement is approximate and may be changed via Addendum or Notice. Pursuant to the requirements of Section 287.055(4)(a), Florida Statutes, the District shall evaluate Qualification Statements regarding the proposed projects and shortlist four (4) Submitting Firms based on the approach, experience, and ability to furnish the required services presented in their Qualifications Statement. No additional handouts, paperwork, or presentations from Submitting Firms will be permitted. At the conclusion of this Shortlisting Meeting, QSEC shall evaluate and rank all firms. The top four (4) highest ranked firms shall be Shortlisted and proceed to the subsequent QSEC meeting for final evaluation, ranking, and selection. NOTE: This meeting schedule and assigned time slots are only estimates and are subject to change at the sole discretion of QSEC depending upon the progress of the meeting. Submitting Firms are strongly encouraged, but not required, to be physically present at the designated meeting site location for the entire meeting to be available for discussions and to attend the open and closing portions of the meeting.

*****PART B** - The date of the Final Meeting with Short List Firms is approximate and may be changed via Addendum or Notice. Pursuant to the requirements of Section 287.055(4)(a), Florida Statutes, the District shall evaluate Short List Firm Presentations regarding the proposed project, and shall conduct discussions with the Shortlisted Firms regarding Qualifications Statement and ability to furnish the required services. Shortlisted Firms will be notified via e-mail with interview instructions, including time, location, agenda, and timeframes. It is estimated that the Final Meeting will be comprised of each firm giving a 20-minute presentation to QSEC followed by Questions from the committee members. **Failure of a Short List Firm to be present for its scheduled presentation time slot shall result in the disqualification of the Short List Firm and evaluation of the firm will not take place.** Accordingly, District staff shall establish a meeting schedule including specific randomly selected time slots for Short List Firm presentations to QSEC. No additional handouts or paperwork from Submitting Firms will be permitted. NOTE: This meeting schedule and assigned time slots are only estimates and are subject to change at the sole discretion of QSEC depending upon the progress of the meeting. Short List Firms are strongly encouraged, but not required, to be physically present at the designated meeting site location for the entire meeting (in addition to its scheduled time slot) to be available for presentations and to attend the open and closing portions of the meeting.

SECTION 3.0 - RFQ CONDITIONS

- 3.1 **Evaluation Committees and Qualifications Statements:** SBBC complies with Sections 119.071 and 286.0113, Florida Statutes, in the review and award of contracts.
- 3.2 **Public Record:** Each Submitting Firm acknowledges that all information contained within its Qualifications Statement is part of the public domain as defined by the State of Florida Sunshine and Public Record Laws and is not exempt from public inspection or copying.
- 3.3 **Governing Law:** This RFQ, and any award(s) resulting from it, shall be interpreted and construed in accordance with the laws of the State of Florida. Any protests arising from this RFQ shall be subject to Section 120.57(3), Florida Statutes. Any disputes or controversies arising out of a contract awarded under this RFQ shall be submitted to the jurisdiction of the Circuit Court of the Seventeenth Judicial Circuit in and for Broward County, Florida or to the United States District Court for the Southern District of Florida.
- 3.4 **Advertising:** By submitting a response to this RFQ, Submitting Firm agrees not to use any award under this RFQ as a part of any commercial advertising without prior written approval of SBBC.
- 3.5 **Billing Instructions and Payment:** All payments made to the Submitting Firm shall be made by ACH (Automated Clearing House). Monthly invoices shall be submitted to the Project Manager for review and approval. Refer to the Agreement for the specifics. The ACH Payment Agreement Form. This form shall be submitted by the awardee at the time of the execution of the Contract.
- 3.6 **Contract Value:** No guarantee is given or implied as to the total dollar value or work as a result of this RFQ. SBBC is not obligated to place any order for services performed as a result of this award. Order placement will be based upon the needs and in the best interest of SBBC.
- 3.7 **Conflict of Interest and Conflicting Employment or Contractual Relationship:** Section 112.313 (3) and (7), Florida Statutes, sets forth restrictions upon 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 upon SBBC employees concerning outside employment or contractual relationships with any business entity which is doing business with SBBC. Each Submitting Firm is to disclose any employees it has who are also SBBC employees. Refer to the Conflict of Interest Form. This executed document shall be submitted at the time of Contract Execution. Any employees identified by the Submitting Firm should obtain legal advice as to their obligations and restrictions under Section 112.313 (3) and (7), Florida Statutes.
- 3.8 **Disputes:**
- 3.8.1 In the event of a conflict between the documents, the order of priority of the documents shall be as follows:
1. The Agreement resulting from the award of this RFQ (if applicable); then
 2. Addenda released for this RFQ, with the latest Addendum taking precedence; then
 3. the RFQ Documents; then
 4. Awardee's Qualifications Statement.
- 3.8.2 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.
- 3.9 **Insurance and Liability:** Refer to Submitting Firm Agreement for Professional Insurance Requirements.
- 3.10 **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 Qualifications Statement on a contract to provide any goods or services to a public entity, may not submit a Qualifications Statement on a contract with a public entity for the construction or repair of a public building or public work, may not submit a Qualifications Statement on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any

public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO [currently \$25,000] for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

3.10.1 By submitting a Qualifications Statement, the proposer represents that restrictions related to public entity crimes stated in Section 287.133(2) (a), Florida Statutes, do not apply to either his own company, or that of his subcontractors or suppliers.

3.11 **Supplier Diversity Outreach Program (SDOP) Guidelines and Standard Operating Procedures Information:**

SBBC has implemented School Board Policy 3330 Supplier Diversity Outreach Program. The provisions of the Policy shall apply to all competitive solicitations for construction, professional services, commodities and other contractual services, and any resulting contract documents including change orders, and amendments. **Refer to SDOP Guidelines (See Attachment A).**

This RFQ includes participation goals for SBBC-certified M/WBEs. Refer to Section 4.2.6 and Section 5.0 Evaluation of Qualification – 5.2.3 Scoring of M/WBE Participation – Section E for additional information.

For information regarding M/WBE certification, or to obtain information on locating certified M/WBEs, contact Supplier Diversity Outreach Program (SDOP) at 754-321-0505 or visit BrowardSchools.com/SDOP.

3.11.1 **Nondiscrimination:**

Each Submitting Firm hereby certifies and agrees that the following information is correct:

In preparing its response to this project, the Submitting Firm has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the Submitting Firm on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the Submitting Firm agrees to comply with SBBC's Commercial Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

3.11.2 **Certification Application Instructions:**

To ensure that firms seeking to participate in the Supplier Diversity Outreach Program (SDOP) qualify as Small Business Enterprises (SBEs), or are at least fifty-one (51%) percent legitimately owned, operated and controlled by minorities and/or women, each such firm shall be required to be certified as to its Small/Minority/Women Business Enterprise (S/M/WBE) ownership status by the SDOP Office prior to the time of the proposal submission. A letter or certificate confirming the SDOP Office's approval of S/M/WBE certification status must be submitted on behalf of each S/M/WBE firm as part of the Qualifications Statement submission.

Important Points to Remember:

(a) Please submit any S/M/WBE certification application with all supporting documentation well in advance of the time of proposal submission, as the application review and approval process typically takes up to sixty (60) days after receipt of the completed application.

(b) Please contact the Supplier Diversity Outreach Program Office for the application or information on the certification requirements and process at (754) 321-0505 or email at sdopcertification@browardschools.com.

DEFINITIONS

The following terms shall have the listed meanings (the definitions shall not apply outside of this section where inconsistent with those listed elsewhere in the Solicitation Documents).

Affirmative Procurement Initiative (API): refers to various SDOP tools and Solicitation Incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of SBBC Policy No. 3330 and the SDOP Standard Operating Procedures.)

Consultant: An individual, firm, partnership, corporation or combination thereof submitting a proposal for the work as specified herein.

Sub-consultant: A person or entity who has a direct contract with the prime Submitting Firm to perform a portion of the Work.

Minority and/or Women Business Enterprises (M/WBE or M/WBEs): a firm that is certified in accordance with SBBC Policy No. 3330 as either a minority business enterprise or as a women business enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the School District.

Small Business Enterprises (SBE or SBEs): a corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is certified in accordance with SBBC Policy No. 3330 as being independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories, and which annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration, and meets the significant business presence requirements as defined SBBC. Policy No. 3330.

Significant Business Presence: to qualify for participation as an S/M/WBE firm in the SDOP policy, an S/M/WBE must be headquartered or have a *significant business presence* for at least one year within the relevant marketplace, defined as: an established place of business in one or more of the three counties that make up the Southern Florida relevant marketplace, from which at least fifty percent (50%) of its full-time, part-time, and contract employees are domiciled and regularly based, and from which a substantial role in the S/M/WBE's performance of a commercially useful function is conducted. A location utilized solely as a post office box, mail drop or telephone message center, or any combination thereof, with no other substantial work function, shall not be construed to constitute a significant business presence.

3.12 **Protest of RFQ Conditions/Specifications:** Any person desiring to protest the conditions/specifications in this RFQ, or any Addenda subsequently released thereto, shall file a notice of intent to protest within seventy-two (72) hours after the posting, in writing to the Director of Procurement and Warehousing Services. Saturdays, Sundays, state holidays or days during which the school district administration is closed shall be excluded in the computation of the of the 72-hour time period. The formal written protest shall be filed within ten (10) 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 (10th) calendar day at the office of the Director of Procurement and Warehousing Services. If the tenth (10th) day in which to file a formal written protest falls on a Saturday, Sunday, state holiday or a day during which the school district administration is closed, the formal written protest must be filed the next business day. 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.

3.12.1 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.

3.13.2 Notices of protests, formal written protests, and the bonds required by School Board 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.**

- 3.13 **Posting of RFQ Recommendations:** RFQ Recommendations will be posted on www.demandstar.com as noted on the Calendar (Section 2.0) 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 RFQ). The Recommendations will remain posted for at least seventy-two (72) hours. It is the responsibility of each Submitting Firm to ascertain any revised date for the posting of RFQ Recommendations.
- 3.14 **Protest of Intended Decision:** Any person desiring to protest the Recommended Decision shall file a notice of protest, in writing, within seventy-two (72) hours after the posting of the RFQ 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 at the office of the Director of Procurement and Warehousing Services. Saturdays, Sundays, state holidays and days during which the school district administration is closed shall be excluded in the computation of the seventy-two (72) hours. If the tenth (10th) day in which to file a formal written protest falls on a Saturday, Sunday, state holiday, or a day during which the school district administration is closed, the formal written protest must be filed the next business day.
- 3.14.1 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 School Board Policy 3320, Part VIII, within the time allowed for filing a bond, shall constitute a waiver of proceedings.
- 3.14.2 Notices of protests, formal written protests, and the bonds required by School Board 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.**
- 3.15 **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 district school boards, other community college/state university system cooperative agreements, in lieu of any offer received or award made as a result of this RFQ if it is in SBBC's best interest to do so. SBBC also reserves the right to waive irregularities or technicalities in any Qualifications Statement received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFQ requirements or excuse the Submitting Firm from full compliance with the RFQ specifications and other contract requirements if the Submitting Firm is awarded a contract.
- 3.16 **Assignment:** Neither party to the Agreement shall sell, assign or sublet the same without the written consent of the other; nor shall a Submitting Firm assign any monies due or to become due to the Submitting Firm, or by reason of the Contract without SBBC's previous written consent and as approved by SBBC's Attorney.
- 3.17 **Cancellation:** In the event any of the provisions of this RFQ are violated by the awardee, the Director of Procurement and Warehousing Services shall give written notice to the awardee stating the violations and unless they are corrected within five (5) business days, a recommendation will be made to SBBC for cancellation.
- 3.18 **SBBC Photo Identification Badge**
Background Screening: Awardee agrees to comply with all of the applicable requirements of Sections 1012.32, 1012.465, 1012.467 and 1012.468, 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-contractors 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 RFQ 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 from awardee's failure to comply with the requirements of this section or Sections 1012.32, 1012.465, 1012.467 or 1012.468, Florida Statutes.

- 3.18.1 SBBC issued identification badges must be worn at all times when the awardee's personnel or agents are on SBBC property and must be visible and easily readable.
- 3.18.2 Badge Vendor Information shall be provided to the Submitting Firm at the time of Award.
- 3.19 **Withdrawal or Cancellation of RFQ:**
- 3.19.1 **Withdrawal:** In the best interest of SBBC, SBBC reserves the right to withdraw this RFQ at any time prior to the time and date specified for the Qualifications Statement opening.
- 3.19.2 **Cancellation:** In the best interest of SBBC, SBBC reserves the right to cancel this RFQ at any time prior to the award of a contract(s).
- 3.20 **Severability:** In case of one or more of the provisions contained in this RFQ shall be for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability, 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.
- 3.21 It is the sole responsibility of the Submitting Firm to assure it has received the entire Qualifications Statement and any and all Addenda.
- 3.22 It is the sole responsibility of the Submitting Firm to assure that its Qualifications Statement is time stamped in the Procurement and Warehousing Services Department on or before the due time on the date due. No submissions made after the Qualifications Statement opening, amending or supplementing the Qualifications Statement, shall be considered.
- 3.23 No verbal or written information which is obtained other than by information in this document or by Addenda to this RFQ shall be binding on SBBC.
- 3.24 **Acceptance and Rejection of Qualifications Statements:**
- 3.24.1 **Acceptance:** All responsive Qualifications Statements properly completed and submitted will be evaluated in accordance with Section 5.0.
- 3.24.2 **Rejection:** SBBC reserves the right to reject any and all Qualifications Statements. In addition, a Qualifications Statement may be rejected if it does not conform to the rules or the requirements contained in this RFQ. Examples for rejection include, but are not limited to, the following:
- 3.24.2.1 The Qualifications Statement is time-stamped at the Procurement and Warehousing Services Department after the deadline specified in the RFQ.
- 3.24.2.2 Each Submitting Firm found legally guilty of collusion amongst Submitting Firms shall be rejected and the participants in such collusion shall be barred from future procurement opportunities until such time as they are reinstated by SBBC.
- 3.24.2.3 The Qualifications Statement shows non-compliance with applicable laws; or contains any unauthorized additions or deletions; is a conditional Qualifications Statement; is an incomplete Qualifications Statement; or contains irregularities of any kind.
- 3.24.2.4 The Submitting Firm 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 RFQ.
- 3.24.2.5 Failure to strictly comply with the Supplier Diversity Outreach Program, **SHALL result** in a recommendation to reject the Qualifications Statement.

- 3.24.3 SBBC also reserves the right to waive irregularities or technicalities (refer to Section 3.29) in any Qualifications Statement received if such action is in the best interest of SBBC. However, such a waiver shall in no way modify the RFQ requirements or excuse the Submitting Firm from full compliance with the RFQ specifications and other contract requirements if the Submitting Firm is awarded the contract.
- 3.25 **Maintenance of Records:** An awardee shall keep all records and supporting documentation which concern or reflect its Services hereunder. The records and documentation shall be retained by the awardee for a period of seven (7) years from the completion date of the project associated with the Authorization to Proceed; or such period of time as required by law. SBBC or its duly authorized agents or representatives shall have the right to inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the period noted above in which the records are to be retained. Such activity shall be conducted at the reasonable convenience of the awardee.
- 3.26 **Liability:** Refer to Attachment J - Sample Program Manager – Owner’s Representative Services Agreement.
- 3.27 **SBBC Information Security Guidelines:** It is the responsibility of the Submitting Firm 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 awardee’s equipment and all access privileges must be revoked. Final payment will be withheld until the awardee has confirmed, in writing, that all of 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.
- 3.28 **Site Visit:** Site visits may be requested by a Submitting Firm or its sub-consultants through an RFI (refer to Section 1.4) at any time prior to the due date of the qualifications statement. Upon receipt of request, district staff will review and coordinate with location personnel to select a date and time for a site visit (if available). Once confirmed, site visit date and time will be posted on DemandStar for all interested parties. Only one pre-evaluation site visit may be scheduled for each location within the procurement. Firms will be required to submit the names of personnel that will be attending the site visit. Participants will be allowed to photograph areas related to the RFQ scope of work. **Site visit participants cannot photograph any students.**
- 3.29 **Deductions:** The Submitting Firm must strictly comply with the submission requirements of this RFQ in its entirety. Firms that do not strictly comply with each section’s requirements will receive a one (1) point deduction for EACH technicality or irregularity. All applicable deductions shall reduce the Submitting Firm’s final score.
- 3.30 **GOB Projects:** The Submitting Firm shall not be an awardee with any open and active Construction projects with the SBBC (i.e.: awarded Construction Manager (CM), Trade Contractor, etc) to preclude any Conflict of Interest. All construction projects must be complete prior to the due date of the Qualifications Statement.
- 3.31 **CERTIFICATION OF NON-SUSPENSION OR DEBARMENT:** The Submitting Firm, by submitting its Qualifications Statement, certifies that:
- 3.31.1 The Submitting Firm, owners, or principals are aware of the Federal Excluded Parties List System and have not been excluded from receiving Federal Contracts, certain subcontracts and certain Federal Financial and non- financial aid and benefits pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, in addition to each Submitting Firm's codification of the Common Rule for Non-procurement suspension and debarment as accessed and described on the federal website System for Award Management (SAM).
- 3.31.2 The Submitting Firm, owners, or principals are aware of the State of Florida Convicted/Suspended/Discriminatory/Complaints Vendor Lists and have not been excluded from receiving State of Florida contracts pursuant to the provisions of Section 287.133(3)(d), Florida Statutes, Rule 60A-1.006, Florida Administrative Code (F.A.C), sections 287.057(1), (2) and (3), Florida Statutes, and rule 60A-1.006(1), F.A.C, and Rule 60A-1.006(1), F.A.C, as accessed and described on the Florida Department of Management Services

(https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/vendor_registration_and_vendor_lists).

3.31.3 The Submitting Firm, owners, or principals, are eligible to participate in this solicitation and are not listed on either the Federal Excluded Parties List System or the State of Florida Department of Management Services Procurement Convicted / Suspended / Discriminatory / Complaints Vendor Lists; and

3.31.4 If awarded the Contract, the Submitting Firm, owners, or principals will immediately notify the SBBC in writing if any of its principals are placed on the Federal Excluded Parties List System or the State of Florida Department of Management Services Procurement Convicted / Suspended / Discriminatory / Complaints Vendor Lists.

(Remainder of page intentionally left blank)

SECTION 4.0 - REQUIRED QUALIFICATIONS FORMAT AND RESPONSE INFORMATION

4.1 SBBC's Procurement and Warehousing Services Department staff shall determine whether each Submitting Firm has addressed and provided all RFQ submittal requirements. SBBC's Procurement and Warehousing Department shall identify the status of completion for each Submitting Firm's Qualifications Statement on a spreadsheet for the Evaluation Committee's use.

4.2 It is required that Qualifications Statements be organized in the manner specified below and with all the information as identified..

4.2.1 **Title Page**

Line 1 Include RFQ number and name;

Line 2 The RFQ Due Date;

Line 3 The name of the Submitting Firm (company/firm name);

Line 4 Company/firm address;

Line 5 Company/firm telephone number.

4.2.2 **Section A – General**

NOTE: Failure to strictly comply with this section may result in a recommendation to reject the Qualifications Statement.

Section A1 Table of Contents

Include a clear identification of the material by scoring sections with section number and by page number. The Qualifications Statement page numbers should correspond to the page numbers in the Table of Contents. The Sections of the Qualifications Statement should correspond with the Sections in 4.2 of the RFQ.

Section A2 Letter of Responsibility

Include the names of the persons who will be authorized to make decisions for the Submitting Firm for this Qualifications Statement, and for the Submitting Firm efforts that may result from this RFQ. Provide titles, work addresses, telephone numbers, and e-mail addresses for each authorized decision-maker. The Letter of Responsibility is to be submitted on the Submitting Firm's letterhead and signed by an Officer of the Submitting Firm's company. For joint ventures, the information in this section should be provided for the principal place of business designated with the State of Florida Department of State. (One (1) page maximum)

Section A3 Signed Addenda

Include signed and dated copies of **the first page of all addenda** to verify and acknowledge receipt. All pages to each addendum do not need to be submitted.

4.2.3 **Section B – Required Forms, Licenses, Certificates, History**

NOTE: Failure to strictly comply with this section may result in a recommendation to reject the Qualifications Statement.

Section B1 Required Response Form

Modifications or alterations to this form shall not be accepted and will cause the Qualifications Statement to be rejected and not reviewed. The Required Response Form, shall be the only acceptable form. The Required Response Form shall be completed in ink or typewritten. The signed "original" Required Response Form shall be submitted within the Qualifications Statement Package labeled as the "original." **Failure to include the Required Response Form and/or failure to sign the Required Response Form with in the**

Qualifications Statement labeled as the “original” SHALL result in the rejection of the Submitting Firm’s Qualification Statement. Refer to Attachment B.

JOINT VENTURES

The Required Response Form for Joint Venture Qualifications Statements shall follow the requirements set forth in this section. In the event multiple business entities submit a joint Qualifications Statement as a joint venture in response to the RFQ, such joint venture shall comply in all respects with the requirements of Rule 61G6-5.011, Florida F.A.C. The joint venture shall designate a single Submitting Firm to be the “Prime Firm”. The Prime Firm shall prepare and submit a list of the names and addresses of all business entities of the Joint Venture Qualifications Statement. The Prime Firm shall provide all insurance requirements, execute any and all Contract Documents, complete the Required Response Form shown herein, and have overall and complete authority to resolve any dispute which may arise from work associated with this contract.

Only a single contract with one Submitting Firm shall be acceptable. Prime Firm responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other business entities participating or present at SBBC meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The Prime Firm shall also prepare and present a consolidated invoice(s) for services performed.

The SBBC shall issue only one (1) check for each consolidated invoice to the Prime Firm for services performed. The Prime Firm shall remain responsible for performing services associated with response to this RFQ. Each participant in the joint venture must sign a statement of authority (as set out in Rule 61G4-15.002, F.A.C.) giving the licensed contractor full authority to conduct the contracting business of the participant. A copy of the executed joint venture agreement and statements of authority must be submitted together with its Qualifications Statement. If the joint venture is a limited partnership, the qualifying business organization or individual must be a general partner of the joint venture.

Section B2 Licenses and Registrations (Florida)

A Submitting Firm shall be registered in the SBBC eProcure Online Supplier Portal (www.browardschools.com/pws) and obtain a Compliance Approval status prior to the due date of its Qualifications Statement. Requirement will be validated by Procurement staff after the receipt of the Qualifications Statement.

Additionally, all appropriate licensing numbers shall be provided on a list and include expiration dates. This list is to include the type of license or registration license number and name of the license holder. Examples include, but not limited to:

1. **State of Florida Department of State Division of Corporations filing (Sunbiz.org) for the firm**
2. **The Submitting Firm’s Fictitious Name filing (d/b/a registration) (if applicable)**
3. All appropriate licenses **on a list** and include **expiration dates**
4. Firms Construction Licenses (not required) and Registrations for the Submitting Firm and Subconsultants
5. General Contracting License(s) (not required)
6. S/M/WBE Certificate (as applicable) – **for Submitting Firm**
7. Continue as appropriate

Section B3 Submitting Firm History

Provide a listing of current and former business entities that the Submitting Firm is operating under and has operated under in the past. List the number of years the Submitting Firm has operated under each name. Provide the total number of years the Submitting Firm has been in business. For joint ventures, each

partner/entity should provide a listing of current and former business entities, the number of years it operated under each name, and the total number of years the Submitting Firm has been in business.

The Submitting Firm must have been in continuous business for a minimum of ten (10) years. If the PM is a joint venture, at least one of the companies within the joint venture must have been in continuous business for a minimum of ten (10) years.

The letter must be on the Submitting Firm's company letterhead and signed by an officer of the Submitting Firm's company.

Section B4 **Litigation**

Provide a list of any legal or regulatory action within the last three (3) years in which the Submitting Firm is a named party. For all applicable legal or regulatory actions, identify the court or agency in or before which the action was instituted, the applicable case or file number, and the current status or disposition for such reported action. If the Submitting Firm is not a party to any legal or regulatory action, provide a statement to that effect. For joint venture or team Submitting Firms, submit the information requested above for each member of the joint venture or team.

As part of its response, the Submitting Firm shall provide SBBC with a list of all instances within the immediate past three (3) years where there has been a final adjudicated determination in a legal or administrative proceeding in the State of Florida that Submitting Firm discriminated against its subcontractors, vendors, suppliers, or commercial customers, and a description of the status or resolution of that complaint, including any remedial action taken.

Section B5 **Conflict of Interest**

Submitting Firms must disclose the names of any employees who are employed by the PM that are also employees of the SBBC. The identified persons may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes. Failure to submit the Conflict of Interest Form (**Attachment E**) with the Qualifications Statement may deem the Submitting Firm's Qualifications Statement non-responsive.

Section B6 **Financial Capacity**

Submitting Firms shall submit a copy of their three (3) most current audited financial statements, within the past five (5) years. If the Submitting Firm is a joint venture or partnership all firms comprising the submitting entity shall submit the three (3) most current audited financial statement, within the past five (5) years. Indicate Working Capital Ratio (Current Assets / Current Liabilities) and Net Profit Margin (Net Income/Sales*100) for each year. Working Capital Ratios shall average 1.5 over the three (3) most current audited financial statements, within the past five (5) years. The Net Profit Margin must be equal to or greater than 10% in each of the three (3) most current audited financial statements, within the past five (5) years.

NOTES:

Section C3 and Section E shall be verified, evaluated, and scored by District Staff (not QSEC).

All other portions of Section C and all of Section D below shall be evaluated and scored by QSEC.

The Qualifications Statement may NOT contain a reference to fees or construction costs.

4.2.4 Section C – Experience and Qualifications (Fifty-five (55) maximum combined total points for C1, C2, and C3)

Section C1 **Executive Summary / Approach / Current Work Load** (Twenty-five (25) Points Maximum)

Executive Summary – (Five (5) Points Maximum) Submit a brief abstract stating the PM's understanding of the nature and scope of the services to be provided and capability to comply with all terms and conditions of this RFQ (Four (4) page maximum).

Approach – (Fifteen (15) Points Maximum) Discuss your approach for managing the SBBC Capital Program. Provide details on how you plan to manage costs and schedules and Submitting Firm's ability to deliver quality projects of various sizes in an effective and timely manner. Include an understanding of the risks, challenges, strategy, and proposed methodology that will be employed to successfully complete the Program. Describe PM team's knowledge of the SBBC Capital Program and its policies, State Requirements for Educational Facilities (SREF), local codes and ordinances, and cost containment strategies. Explain Submitting Firm's approach for managing design and construction firms that fail to perform and meet their contractual obligations. Explain the approach to recruiting and retaining program management staff and assigning staff to projects. State the office location from which the Submitting Firms' Senior Management will be conducted and its distance from the Office of Capital Programs, located at 2301 NW 26th Street, Fort Lauderdale, FL 33311. If the stated office location is outside of Broward, Miami-Dade, and Palm Beach Counties, PM staff and assigned lead(s) will have office space for program management staff assigned at the Office of Capital Programs or other designated location. (Five (5) page maximum).

Current Workload Overall – (Five (5) Points Maximum) Demonstrate Submitting Firm's ability to perform this work given Submitting Firm's current project workload. Provide a list of all current and active Program Management Contracts and Open-end/Continuing Contracts. Provide the start and end date, client names and contact information, dollar value associated with PM's workload, the name of key personnel assigned to each contract including but not limited to executive management and project management (both in office and in field). Provide a list of current projects for all clients for firms that are being managed by the PM's office that will be responsible for this contract. Include all projects currently under contract and all projects where Submitting Firm has been selected but is not yet under contract. Include project construction value, major scope items, delivery method, percent (%) completion, and anticipated completion date. Include the name of the Project Manager, Assistant Project Manager, and Superintendent assigned to each project. **Provide the above information for Submitting Firm's subconsultant(s)/team members.** For joint ventures, the information should be provided for all partners. (Five (5) page maximum).

Section C2 Firm Experience and Qualifications (Twenty (20) Points Maximum)

Submitting Firm shall possess a minimum of five (5) years of experience providing Program Management Services for construction programs for K-12 non-charter public schools over the last ten (10) years. Submitting Firm shall either provide a dated contract award letter from the awarding entity or provide a copy of the fully executed contract agreement as evidence of experience.

Submitting Firm shall provide a statement of qualifications for the Submitting Firm and its subconsultants / team members to perform the services requested under this RFQ. Submitting Firm shall describe the Submitting Firm's capability with like size scope in the following areas:

1. Project Management,
2. Quality Assurance,
3. Scheduling,
4. Cost Estimating,
5. Project controls and reporting (including experience with web-based project management software), and
 - a. State approach to document control including the responsibilities of the project managers and support staff,
 - i. Explain how responsibilities are differentiated between responsibilities and support staff,
 - b. Explain experience using web-based tools to facilitate document control (like e-Builder), and
 - c. List experience with e-builder software (if any)
6. Other technical capability for which the firm may be able to offer. Include detailed experience with:

- a. Community and public outreach and presentations,
- b. Preparing and reporting on program objectives,
- c. Creating robust packages of deliverables for oversight and community groups.

Submitting Firm shall list **ALL** the projects/programs that best demonstrate each firm's experience in successfully completing projects/programs similar to the projects included in the scope of this RFQ utilizing the staff being assigned to this contract. Programs must be active or have been completed in the last ten (10) years from the due date of this RFQ. Projects must be active or have been completed in the last five (5) years from the due date of this RFQ. Include the following information by firm for each project/program:

- Name and address of the project. For program, list name and city, county, and state.
- Project / program owner and owner's representative name, address, telephone, and email.
- Date project / program was completed or is anticipated to be completed.
- Size of project / program (gross square feet).
- Project/program construction costs.
- Role of the firm (Prime or Subconsultant).
- Scope of work for which the Submitting Firm's staff or sub-consultant's staff was responsible.
- Status of project/program.
- Name and roles of Staff provided for the project/program (i.e. Management staff, Project Managers, Estimators, Superintendents, etc.) and whether that personnel will be assigned to the contract resulting from this RFQ.
- A brief narrative that demonstrates the value-added Program Management Services in delivering high quality projects within the program on time and within budget.
- Any unique issues associated with the program and the creative initiative implement by the PM to resolve the issues.
- For programs listed, provide a reference letter from the owner, an architect involved in the program, and a general contractor/construction manager involved with the program. If unavailable, provide reasons for the unavailability.

(Ten (10) page maximum).

Section C3 Relevant Projects/Programs and References (Fifteen (15) Points Maximum)

Relevant Projects/Programs (Three and One Half (3.5) Points Maximum per program / Three Points Maximum per project) – Provide a list and description of a total of **three (3)** references in which the Submitting Firm provided owner's representative services, program management, design management, or construction management services for similar projects and scope to this solicitation, which have been successfully completed within the past ten (10) years and/or Program Management*** contracts similar to the scope in this RFQ ("Relevant Projects"). Submitting Firm may use project management references for projects similar in size and scope to the projects within this program that were completed in the past five (5) years. **Only projects/programs in the contiguous United States of America will be considered for evaluation and scoring.**

Indicate if Submitting Firm was a sub-consultant on each program management reference and include the detailed scope of work provided as a sub-consultant. For individual Project references, the Submitting Firm must have been the Prime Contractor or Construction Manager. Program references where the Submitting Firm was a sub-consultant and individual project specific references submitted shall only be eligible to receive a maximum of 1.0 Point in Relevancy of Project and Scope Section b.

The Relevant Projects/Reference Form advertised with this RFQ shall be utilized in submitting the project/program references. For each Relevant Project/Program, include:

- Name and location of Relevant Project**;

- Summary of the Relevant Project's scope, including construction delivery method**;
- Detailed scope of work that was performed by the Submitting Firm;
- Original estimated Cost of Construction**;
- Final Construction Cost**;
- Planned versus actual construction schedule in days**;
- Planned versus actual completed date (Month/Year of Certificate of Occupancy)**;
- S/M/WBE Percentage Goals vs Actual percentages**; and
- Name, title, and contact information of client/Relevant Project Owner** ("Reference").

For each Relevant Program Management Contract Reference, include:

- Name and location of Relevant Program**;
- Summary of the scope of the Program, including construction delivery method(s) utilized, number and size range of projects, and types of project scopes of work included in the program. Provide details related to whether projects were new construction or renovations active sites;
- Detailed scope of work that was performed by Submitting Firm (include whether the Submitting Firm was the prime or a sub-consultant);
- Original estimated Cost of Construction for the program**;
- Final Construction Cost for the program**;
- Planned versus actual construction schedule in days**;
- Planned versus actual completed date (Month/Year of Certificate of Occupancy)**;
- S/M/WBE Percentage Goals vs Actual percentages**; and
- Name, title, and contact information of client/Relevant Project Owner** ("Reference").

**** Indicates items that are requested in the Relevant Projects/Reference Form. This information does not need to be replicated once included in the form. If an item on the Relevant Projects/Reference Form is not applicable, indicate with "N/A".**

******* References must be provided for programs managed by staff in the proposed office location.

To Calculate Item A in the *Relevancy of Project and Scope* section of the Project Relevancy/Reference Form, the applicable Project's Final Construction Values will be compared to the RFQ Budget for this RFQ. For packages and multiple school procurements, the applicable Project's Final Construction Budget will be compared to the lowest school's RFQ Project Budget.

References (One and One Half (1.5) Points Maximum per project) - Provide References for the three (3) Relevant Projects utilizing the Project Relevancy/Reference Form (**Attachment D**). Relevant Project References may be contacted by District staff on subsequent procurements for a period of up to one (1) year. The Submitting Firm shall continue submitting the Project Relevancy/Reference Form listing its three (3) Relevant Projects on subsequent procurements. The Submitting Firm shall identify repeated References as "Reuse" in the designated area of the form. School District staff shall attempt to personally contact References no more than three (3) times. If a Reference is unable to be personally contacted or otherwise fails to respond to District staff, then such Reference shall be scored as zero ("0") points. References for incomplete projects who respond will be scored as appropriate.

Relevant Projects and References for programs completed more than ten (10) years ago or projects completed more than five (5) years shall be scored as zero (0) points. If a project is incomplete, the project may receive a reference score based on the criteria stated in the reference section, but the project will not receive a relevancy score. A complete project is a project that has received a Certificate of Occupancy (CO). Neither the Project Relevancy/Reference Form nor the CO (if provided) count towards page limits. (Four (4) page maximum)

Respondents are encouraged to build upon the references provided with additional information to provide case studies of work performed for clients.

4.2.5 **Section D – Team Composition: (Twenty-Five (25) maximum combined total points for sections D1 and D2)**

Section D1 Team Structure (Ten (10) Points Maximum)

Submitting Firm shall describe the structure of its team, including all sub-consultants. It shall include the relationship of team members, past experience and the number of years working together as prime and subconsultants on a team, and the availability of team members to successfully complete the scope of this RFQ. Indicate which services the prime firm offers with in-house staff, and indicate which services the firm may opt to utilize consultants. (Three (3) pages maximum).

Section D2 Key Personnel (Fifteen (15) Points Maximum)

Provide the names of the PM's Management Staff, including Senior Project Managers/Team Leads, intended for use in this Program. Identify the Company Officer to be in charge of the Program. Identify any other key staff member and team members that will be assigned to this project. List the office location / main office from which each staff works. Provide a list of positions and number of each position that the PM feels will be required to successfully fulfil the scope of work required in this solicitation. Include a responsibility matrix that goes above and beyond an organizational chart and resumes for key personnel and all personnel identified for this solicitation. Resumes shall include, but not be limited to, name, title, other job assignments, years with current firm, and years with previous firms, project experience with each firm (include project types, size in square footage and construction costs, role on project), people/team management experience (if applicable), education, and credentials including any licenses, registrations, and certifications held by the proposed personnel.

Key Personnel* indicated in the PM's Qualifications Statement are expected to actually perform services in this program. The use of Key Personnel other than those listed in the Submitting Firm's Qualifications Statement without the prior written approval by the Executive Director, Capital Programs, shall be a material breach of the Program Manager – Owner's Representative Services Agreement.

*All staffing will need to be approved by the owner.

4.2.6 **Section E – Supplier Diversity Outreach Program** (Fifteen (15) Points Maximum)

Submitting Firm shall review the Supplier Diversity Outreach Program (SDOP) Guidelines (**Attachment A**) attached to this RFQ. Each Submitting Firm shall submit its intended or planned sub-consultant(s) for this project as applicable and in the format as required per this RFQ.

Industry-Specific Remedial Affirmative Procurement Initiatives

The Goal Setting Committee (GSC) has considered the following in the course of reaching a determination regarding which, if any, SBE or M/WBE industry-specific remedial programs shall be applied to this RFQ and resulting contract:

- a. Whether the most recent data on M/WBE utilization in the absence of race-conscious APIs indicate that construction contracts of this type have exhibited significant disparities in the utilization of M/WBE subcontractors and/or M/WBE prime contractors;
- b. Whether race-and/or gender-neutral remedies alone are likely to fully eliminate any such disparities in the utilization of M/WBE subcontractors and/or M/WBE prime contractors based upon past contract award and payment data;
- c. Whether a particular API is the least burdensome available remedy to non-M/WBE Respondents that is narrowly-tailored and that can effectively eliminate the disparities in the utilization of M/WBEs in construction contracts; and

d. The experiences of other jurisdictions within the District's relevant marketplace for construction services.

Accordingly, the GSC has applied the terms and conditions of the following Industry-Specific Remedial Affirmative Procurement Initiatives to this RFQ and the resulting contract:

SDOP Goals

As a condition of being awarded the contract for this RFQ, the Submitting Firm agrees and commits to using its best efforts to achieve or fully satisfy all the requirements for each Affirmative Procurement Initiative that has been applied by the GSC to this contract. Such compliance is understood to be a material term of the PM contract, and shall include, but not be limited to, the consultant's responsibility to ensure compliance with the M/WBE Subcontracting Goals Commitment.

For this RFQ and the resultant contract, the following terms and conditions shall apply:

Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Goals Program

SBBC has identified a **twenty-nine percent (29%) participation goal** for Submitting Firms that subcontract with eligible SBBC-Certified M/WBE firms for at least twenty-nine percent (29%) of the total contract value. See the definition of M/WBE in Section B.2. of Policy 3330. In the absence of a waiver granted by SDOP, failure of a Bidder to commit as required in the solicitation to satisfying the M/WBE subcontracting goal shall render its Qualifications Statement non-responsive to the MWBE requirements.

The full scoring matrix for assignment of M/WBE Evaluation Preference points for PM M/WBE team participation is located in Section 5.2.3 of this RFQ.

INSTRUCTIONS TO SUBMITTING FIRMS

In accordance with SBBC Policy No. 3330, Section E.2.b., the GSC has established an MWBE Subcontracting Goals Program in the scoring of proposals submitted in response to this RFQ. Bidder Firms responding to this solicitation must submit a completed Statement of Intent (Document 00470) and Participation Schedule (Document 00475) listing sub-consultants intended to utilize on this contract. (See Attachments A.1 and A.2)

Submission of Subcontractor Utilization Plan

Identify all M/WBE (if any) firms which will be utilized as Subcontractors in this Procurement. Sub-contractor also refers to Sub-consultants and team members that are utilized during the course of this procurement. The Submitting Firm must provide SBBC M/WBE certificates for each firm to be utilized as a prime or subcontractor. Each M/WBE subcontractor and prime shall be listed in the Subcontractor Utilization Plan (as defined below) and submitted together with the proposal. The listing of M/WBEs in the Subcontractor Utilization Plan shall constitute the Submitting Firm's representation to SBBC that the certified firms are technically and financially qualified and available to perform the assigned work. **Failure to provide complete and accurate information shall result in the proposal being deemed non-responsive to the M/WBE Requirements.**

The Subcontractor Utilization Plan, consisting of the following documentation, must be attached to the Qualifications Statement, if the document applies:

1. **Attachment A.1**, S/M/WBE Subcontractor Participation Schedule (Document 00475), signed by the Submitting Firm.
2. **Attachment A.2**, Statement of Intent to Perform as an S/M/WBE Subcontractor Form for each M/WBE firm (Document 00470), signed by each Subconsultant/Subcontractor that has been selected for the project.
3. **Attachment A.4**, S/M/WBE Good Faith Effort (Document 00480), must be submitted by the Submitting Firm if the assigned subcontracting goals is not met. **(This Document is ONLY required IF subcontracting Goals CANNOT be met)**

Should there be any discrepancy between percentages indicated in Attachments A.1 and A.2, the percentages indicated in Attachment A.2 shall be used to determine participation. If Attachment A.2 is not signed by the Subcontractor, participation attributed to the listed vendor **will not be included even if they are listed on A.1**. If no percentage is listed, the Submitting Firm will not receive points. If a percentage range instead of fixed percentage is provided for a particular Subcontractor on the Statement of Intent to Perform as a S/M/WBE Subcontractor Form, the highest percentage in the range will be used to calculate participation, thereby effectively representing the Submitting Firm's commitment to the contract goal.

Good Faith Effort

If the Submitting Firm, after a good faith effort, cannot meet the MWBE participation requirements from eligible SBBC-certified Minority/Women Business Enterprise (M/WBE) subcontractors, the Submitting Firm shall submit a fully completed and executed M/WBE Good Faith Effort Form (Attachment A.4) with the RFQ. See the Document 00467, Supplier Diversity Outreach Program (SDOP) Guidelines (Attachment A) for more information.

Please review Section E.2.d. of Policy 3330 at <http://www.browardschools.com/SDOP>, or call the Supplier Diversity Outreach Program Office at 754-321-0505.

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SECTION 5.0 - EVALUATION OF QUALIFICATIONS

- 5.1 **Evaluation of Firms – This procurement will be performed in a two-step process.** Part A will be the submittal of a Statement of Qualifications which will be evaluated by the District and QSEC. Following evaluation of Part A, a short list of four (4) firms, comprised of the top ranking firms from Part A shall be invited back to a second QSEC meeting where the firm will make a presentation to QSEC based on the firm's approach, experience, and team composition. The shortlisted firms will be evaluated under Part B independent of Part A.

PART A - Evaluation of Qualifications - Qualified Qualifications Statements shall be evaluated by the following Categories.

<u>SECTION</u>	<u>POSSIBLE POINTS</u>	<u>EVALUATOR</u>
Section A – General	Pass/Fail	District Staff
Section B – Required Forms	Pass/Fail	District Staff
<u>Section C – Experience and Qualifications</u>		
Section C1		
• Executive Summary	0 to 5	QSEC
• Approach	0 to 15	QSEC
• Current Work Load Overall	0 to 5	QSEC
Section C2 – Submitting Firm Experience and Qualifications	0 to 20	QSEC
Section C3 – Relevant Projects / References	0 to 15	District Staff
<u>Section D – Team Composition</u>		
Section D1 – Team Structure	0 to 10	QSEC
Section D2 – Key Personnel	0 to 15	QSEC
<u>Section E – Supplier Diversity & Outreach Program</u>		
Section E – M/WBE Subcontracting Goal	0 to 15	District Staff

TOTAL POSSIBLE POINTS PART A - 100

PART B - Evaluation of Interviews – Shortlisted Firms will make a presentation to QSEC, which shall be evaluated by the following Categories.

<u>SECTION</u>	<u>POSSIBLE POINTS</u>	<u>EVALUATOR</u>
Section AA – Approach to the project and demonstrated ability to meet the schedule		
• Approach to project management	0 to 6	QSEC
• Approach to cost controls	0 to 8	QSEC
• Ability to meet schedule	0 to 8	QSEC
• Availability of resources	0 to 7	QSEC
Section BB – Key Personnel	0 to 11	QSEC

TOTAL POSSIBLE POINTS PART B - 40

Part B is scored independent of Part A with the Top Ranked Short List Firm from Part B recommended for award of the project.

5.2 **Initial Screening:** School District staff will review factors for each Qualification Statement on the Qualification Statements Evaluation Checklist Form.

5.2.1 **Responsiveness:** Submitting Firms' Qualifications Statements shall be evaluated by District staff to determine whether each Submitting Firm is responsive and responsible. Submitting Firms determined by District staff to be non-responsive or non-responsible shall be notified of such determination in advance of the applicable QSEC meeting. Staff shall present its recommendation to find applicable Submitting Firm(s) non-responsive or non-responsible to QSEC for consideration at the QSEC meeting. Staff shall present its recommendation of waivers and technicalities found in Submitting Firms' Qualifications Statements (when applicable) to QSEC for consideration at the beginning of QSEC meeting. Should the recommendation of waivers and technicalities for a Submitting Firm(s) not be accepted by QSEC, the applicable Submitting Firm(s) will be deemed non-responsive and discussions with the Submitting Firm(s) will not take place. QSEC will recommend to SBBC, that SBBC reject the applicable Submitting Firm(s) Qualifications Statement.

5.2.2 **Initial Scoring: Sections C3 - Relevant Projects / References and E - Supplier Diversity Outreach Program** will be scored by District staff, not by QSEC, and such scores shall be provided to QSEC on the day of the meeting after QSEC members have completed their individual scoring.

Section **C2 – Firm Experience and Qualifications**, shall be partially scored by District staff. Submitting Firms with prior Program Manager experience with SBBC as a Prime (not as a subconsultant) shall receive two (2) bonus points which shall be added to the scores provided by each QSEC member.

In Section **D1 - Team Structure**, shall be partially scored by District staff. Submitting Firms with prior experience working together with its identified team for at least two (2) consecutive years shall receive two (2) bonus points which shall be added to the scores provided by each QSEC member.

5.2.3 **Scoring of M/WBE Participation – Section E**

The SBBC shall award a maximum of fifteen (15) points for M/WBE Participation as listed in the Evaluation Point Tables below. At the time the Qualifications Statement is submitted, the Submitting Firm shall identify all SBBC-certified M/WBE firms (if any) which will be utilized by completing Attachment A.1, S/M/WBE Subcontractor Participation Schedule (Document 00475) and Attachment A.2, Statement of Intent to Perform as an S/M/WBE Subcontractor (Document 00470).

<u>M/WBE Participation Commitment Percentage of Total Contract Value</u>	<u>Assigned # of M/WBE Preference Points</u>
0% – 29%*	0
30% – 34%	5
35% – 39%	9
40% – 44%	12
45% – 49%	15

*29% is the minimum stated goal. No points are awarded for committing to the minimum goal.

NOTE: Points for Category E shall be provided by the Economic Development and Diversity (EDDC) Staff for use by QSEC members.

5.3 **Evaluation Scoring – Part A:** QSEC members shall review the RFQ responses in order to rank the Submitting Firms. QSEC members shall be provided with the *Qualification Selection Evaluation Committee RFQ Scoring Rubric* attached to this solicitation to provide guidance during the evaluation of qualification statements. Each QSEC member shall complete a Final Evaluation Form – Part A and score independently. Each QSEC member shall rank the Submitting Firms using the scoring rubric provided. Each QSEC Members shall ensure that no two (2) Submitting Firms’ scores shall be the same on their individual Final Evaluation Form. The highest and lowest scores given by a QSEC Member for each Submitting Firm shall be omitted and the remaining scores shall be averaged for each Submitting Firm.

Evaluation Scoring – Part B: Shortlisted firms shall give a 20 minute presentation to QSEC members which will be followed with a Question and Answer period. QSEC shall rank the Firms based on scoring of presentations. Each QSEC member shall complete a Part B Evaluation Form and score independently. Each QSEC member shall rank the Submitting Firms using the scoring rubric provided. Each QSEC Members shall ensure that no two (2) Submitting Firms’ scores shall be the same on their individual Final Evaluation Form. The highest and lowest of the committee’s scores for each Submitting Firm shall be dropped, and an average shall be taken of the remaining scores per Submitting Firm.

The Presentation shall be provided via PowerPoint with twelve (12) hard copies provided as “leave behinds”. The presentation shall be provided to the Procurement Purchasing Agent on a flash drive the day of the presentation. No other hand-outs, display boards, models or any other props are to be utilized or even brought into the presentation. The presentation shall not contain a reference to fees or construction costs. The presentation shall not contain information that is not presented in its Qualifications Statement.

5.3.1 **Scoring of Approach - Section AA** (Twenty-nine (29) Points Maximum) Discuss your firm’s qualifications and approach for delivering the projects under this RFQ, documenting the services to be provided and your firm’s M/WBE commitment. The PM shall describe how it will effectively manage and execute the projects. Describe recommendations that may directly impact the costs and schedule. Scoring of the approach will weigh greatly on a firm’s ability to deliver quality projects within or ahead of the schedule. Discussion should include measures that will be taken to insure the firm will maintain established construction schedules.

- Approach to project management – Six (6) Points Maximum
- Approach to cost controls – Eight (8) Points Maximum
- Ability to meet schedule – Eight (8) Points Maximum
- Availability of resources – Seven (7) Points Maximum

5.3.2 **Scoring of Key Personnel – Section BB** (Eleven (11) Points Maximum) Discuss the key personnel, including both the PM’s staff and the sub-consultants’ staff.

5.4 **Submitting Firm Ranking and Tie-breakers**

5.4.1 **Rankings**

Part A: Responsive and responsible Submitting Firms shall be ranked based on the total of: a) the points received from the initial screening completed by conducted by District staff, and b) the QSEC’s averaged final evaluation Part A. The Submitting Firms receiving the most combined points shall be considered to be the **most qualified** Submitting Firm (“**Firm 1**”). All remaining Submitting Firms shall be ranked in descending order based on total combined points received (**Firm 2, Firm 3, Firm 4**, and etc.). A Short List of four (4) firms, comprised of the Top Ranked Firms in Part A, shall be invited back to a second QSEC where they will make presentations.

Part B: The Shortlisted Firms shall be ranked based on QSEC’s averaged final evaluation scores for Part B. The Submitting Firm receiving the most combined points in Part B shall be considered to be the **most qualified** Submitting Firm (“**Firm 1**”). All remaining Submitting Firms shall be ranked in descending order based on total combined points received (**Firm 2, Firm 3, and Firm 4**).

5.4.2 Tie Breakers

- 5.4.2.1 The first tie-breaker between identically scored Submitting Firms shall be the total number of times the applicable Submitting Firms are ranked as the **most qualified ("Firm 1")** by individual QSEC committee members.
- 5.4.2.2 The second tie-breaker between identically scored Submitting Firms shall be the total number of times the applicable Submitting Firms are ranked as the **second most qualified ("Firm 2")** by individual QSEC committee members.
- 5.4.2.3 The third tie-breaker between identically scored Submitting Firms shall be the total number of times the applicable Submitting Firms are ranked as the **third most qualified ("Firm 3")** by individual QSEC committee members.
- 5.4.2.4 The fourth tie-breaker shall be a coin flip, to be called in the air, by the tied Firm that held its discussions with QSEC first.

5.5 Recommendations to Negotiate and Award

After scoring has been completed, QSEC shall:

- 5.5.1 Recommend to the Superintendent that either one (1) or two (2) of the highest ranked firms be selected to provide Program Manager – Owner's Representative Services.

- 5.5.2 After considering QSEC's recommendations, the Superintendent shall determine whether to pursue agreements with either one (1) or two (2) of the highest ranked firms.

- 5.5.2.1 One (1) Firm - If the Superintendent elects to pursue an agreement with only one (1) firm, he shall direct District staff to negotiate terms for Program Manager – Owner's Representative Services with Firm 1 at compensation which staff determines is fair, competitive, and reasonable.

Should staff be unable to negotiate satisfactory terms with Firm 1, negotiations with Firm 1 shall be formally terminated**. Staff shall then undertake negotiations with Firm 2. Should staff be unable to negotiate a satisfactory contract with Firm 2, staff shall formally terminate** negotiations with Firm 2, and then undertake negotiations with Firm 3.

This process shall continue with the remaining, most qualified firms until a satisfactory contract is negotiated. If no negotiations are successful, the procurement shall automatically terminate.

- 5.5.2.2 Two (2) Firms - If the Superintendent elects to pursue an agreement with two (2) firms, he shall direct District staff to negotiate terms for two (2) separate agreements for Program Manager – Owner's Representative Services with Firm 1 and Firm 2 at compensation which staff determines is fair, competitive, and reasonable.

Should staff be unable to negotiate satisfactory terms with Firm 1, Firm 2 or both firms, negotiations with the applicable firm(s) shall be formally terminated**. Staff shall then undertake negotiations with Firm 3, and should staff be unable to negotiate a satisfactory contract with Firm 3, staff shall formally terminate** negotiations with Firm 3, and then undertake negotiations with Firm 4.

This process shall continue until satisfactory contracts are negotiated with two (2) firms. If negotiations are unsuccessful with two (2) firms, the Superintendent may elect to continue with a recommendation to award to just one (1) firm or recommend a termination of the procurement. If no negotiations are successful, the procurement shall automatically terminate.

****NOTE: If negotiations with a firm are formally terminated, that firm shall be removed from further consideration for award of a Program Manager – Owner’s Representative Services under this RFQ.**

- 5.6 After successful negotiations with the applicable Submitting Firm(s), the applicable Agreement(s) shall be submitted to the Board for approval and award.
- 5.7 **Award:** The Agreement(s) resulting from these negotiations shall be governed by the laws of the State of Florida, and shall have venue established in the Circuit Court of the 17th Judicial Court in and for Broward County, Florida, or the United States District Court of the Southern District of Florida.

END OF EVALUATION OF QUALIFICATIONS

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**The School Board of Broward County, Florida
Economic Development & Diversity Compliance
7720 W. Oakland Park Blvd., Suite 323
Sunrise, Florida 33351**

(754) 321-0505

Document 00467: Supplier Diversity Outreach Program Guidelines

General:

The Economic Development & Diversity Compliance's Supplier Diversity Outreach Program is designed to help small, minority, and women business enterprises (S/M/WBE) participate in school district procurement and contract activities. The purpose of the program is to spur economic development and support S/M/WBEs to successfully expand in the tri-county marketplace.

SBBC has adopted School Board Policy 3330 - Supplier Diversity Outreach Program. The provisions of the Policy and the Standard Operating Procedures shall apply to all competitive solicitations for construction, professional services, commodities, and other contractual services, and any resulting contract documents including change orders, and amendments.

Failure to comply with the Supplier Diversity Outreach Program requirements found in the solicitation or to submit any of the information required herein shall result in the bidder being found nonresponsive to the E/S/M/WBE Program requirements.

Information:

School Board Policy 3330 - Supplier Diversity Outreach Program (SDOP) and the SDOP Standard Operating Procedures established pursuant to that Policy serve the school district's compelling interest to remedy the various ongoing effects of marketplace discrimination against S/M/WBEs that are ready, willing, and able to sell goods and services to SBBC. The SBBC encourages each awardee to make every reasonable effort to include S/M/WBE participation on any contract award under the Solicitation.

"Notice to Proceed" ("NTP") and "Authorization to Proceed" ("ATP") are used interchangeably for the purposes of this document and other SDOP specific forms and references.

"Subcontractor" and "Subconsultant" are used interchangeably for the purposes of this document and other SDOP forms and documents.

"Firm", "Contractor" and "Consultant" are used interchangeably for the purposes of this document and other SDOP specific forms and references.

Emerging/Small/Minority/Women Business Enterprise (S/M/WBE) Certifications:

At the time of submission of a response to a solicitation, the contractor shall identify all E/S/M/WBE firms to be utilized or provide a completed signed Bidder/Proposal Contractor Assurance Statement – Document 00471. All E/S/M/WBE Prime who is self-performing must complete Document 00470 – S/M/WBE Statement of Intent listing percentage of Self Performance.

In response to Construction Bids, all E/S/M/WBE Prime that is self-performing, must ensure the percentage of work listed in Document – 470 S/M/WBE Statement on Intent match the Percentage of Work listed on Document 00425 Certificate of Intent. A letter or certificate confirming the EDDC Department's approval of E/S/M/WBE certification status must be submitted on behalf of each S/M/WBE firm as part of the bid submission.

Document 00467: Supplier Diversity Outreach Program Guidelines

In response to an RFQ: Any participation by firms not certified by SBBC at the time of Qualifications Statement will not count in the RFQ evaluation process in the Contractor S/M/WBE Participation Category. However, firms that are certified by SBBC after the Qualifications Statement's tentative award will count towards the Contractor's S/M/WBE project goal attainment. The Contractor shall contact SDOP to provide the updated information.

For information on E/S/M/WBE Certification, or to obtain information on locating certified S/M/WBEs, contact SBBC's Supplier Diversity Outreach Programs at 754-321-0505 or <http://www.browardschools.com/sdop>.

A "Minority Business Enterprise (MBE)" is defined as any legal entity, except a joint venture, that is organized to engage in for-profit transactions, which is certified as being at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more minority group members, and that is ready, willing, and able to sell goods or services that are purchased by SBBC. The enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meet the significant business presence requirements in accordance with School Board Policy 3330.

A "Women Business Enterprises (WBE)" is defined as any legal entity, except a joint venture, that is organized to engage in for-profit transactions, at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more non-minority, women individuals that are lawfully residing in, or are citizens of, the United States or its territories, that is ready, willing, and able to sell goods or services that are purchased by SBBC and that meets the significant business presence requirements in accordance with School Board Policy 3330. The enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry as established by the U.S. Small Business Administration; and meets the significant business presence requirements in accordance with School Board Policy 3330.

A "Minority/Women Business Enterprise (M/WBE)" is defined as a firm that is certified as either a minority Women business enterprise and which is at least fifty-one percent (51%) owned, managed, and controlled by one (1) or more minority group members and/or women, and that is ready, willing, and able to sell goods or services that are purchased by the school district.

An "Emerging M/WBE" is defined as a certified M/WBE firm whose annual revenues and number of employees are no greater than twenty-five percent (25%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the significant business presence requirements in accordance with School Board Policy 3330.

A "Small Business Enterprise (SBE)" is defined as a corporation, partnership, sole proprietorship, or other legal entity for making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories. The enterprise annual revenues and number of employees shall be no greater than fifty percent (50%) of the small business size standards for its industry(ies) as established by the U.S. Small Business Administration and meets the significant business presence requirements in accordance with School Board Policy 3330.

An "Emerging SBE" is defined as a certified SBE corporation, partnership, sole proprietorship, or other legal entity for the purpose of making a profit, which is independently owned and operated by individuals legally residing in, or that are citizens of, the United States or its territories whose annual revenues and number of employees are no greater than twenty-five percent (25%) of the small business size standards for its industry as established by the U.S. Small Business Administration and meets the Significant Business Presence requirements in accordance with School Board Policy 3330.

Document 00467: Supplier Diversity Outreach Program Guidelines

Compliance:

The School District shall monitor performance and compliance in accordance with School Board Policy 3330. During the term of any subsequent contract, the awardee shall comply with the S/M/WBE Subcontractor Utilization Plan made in its response to the solicitation. Each contract/agreement containing certified firm commitment must include a requirement of periodic reporting of both certified and non-certified subcontractor participation. For construction projects, reporting is monthly through e-Builder. For Design and Pre-construction CMAR Awards, reporting should be provided at each phase being invoiced through e-Builder. Further, non-receipt of utilization reporting may result in breach of contract. The submission of reporting is further identified to be a condition for payment of the contractor.

SDOP will monitor and record non-receipt of required reports on a quarterly basis. The report will include the name of the prime, the project(s) involved, and the report(s) missing. Compliance for use of S/M/WBEs shall include tasks and proportionate dollar amounts throughout the term of the contract, including amendments and change orders. After contract execution, the awardee shall maintain the level of utilization as established in the contract's S/M/WBE Subcontractor Utilization Plan. Failure to comply with the SDOP requirements in the contract will be considered a material breach resulting in recommendation for sanctions, penalties and which could include debarment proceedings pursuant to School Board Policy.

Prime & Subcontractor Terms and Conditions

In keeping with the objective of Policy 3330 and Chapters 9 and 13 of the Standard Operating Procedures, SBBC requires the terms and conditions that are included in the Prime Contractor or Prime Consultant or Prime Vendor's (Prime) Agreement between the Prime and SBBC be extended in similar or equal capacity in the contracts between the Prime and all lower tier Subcontractors. Refer to Document 00472 - Prime/Subcontractor Contract Terms & Conditions. All Bidders must comply with the Prime/Subcontractor Terms & Conditions Document 00472.

The Subcontractors Utilization Plan shall consist of the following documentation, which must be attached to the Bid solicitation:

1. S/M/WBE Subcontractor Participation Schedule (Document 00475)
2. Statement of Intent to Perform as an S/M/WBE Subcontractor (Document 00470)
3. Bidder/Proposer Assurance Statement (Document 00471) – ***(Only Applicable to CSMP and CMAR projects)***
Note: For projects utilizing a CMAR project delivery method, exact M/WBE or SBE participation during construction phase will not be known until proposals are received, subcontractors are selected, and the Guarantee Maximum Price (GMP) is developed. Please state the CM's commitment for M/WBE or SBE participation during the construction phase **on the Bidder/Proposer Assurance Statement (Document 00471)**. The Construction Manager (CM) will be obligated to meet this commitment as a condition to gain SBBC approval of the GMP.

In response to an RFQ If percentages vary between the Participation of Schedule (Document 00475) and the M/WBE Statement of Intent (Document 00470), the percentage listed on the Statement of Intent (Document 00470) will be used to determine participation. If the M/WBE Statement of Intent (Document 00470) - is not signed by the Subcontractor, participation attributed to the listed vendor will not be included even if they are listed on Participation Schedule Form (Document 00475). If no percentage is listed, Submitting Firm will not receive points. If a percentage range is provided for an M/WBE Subcontractor on the M/WBE Statement of Intent Form (Document 00470), the higher determined percentage in the range will be used to calculate participation and therefore, effectively, represents the prime's commitment to the contract goal.

Document 00467: Supplier Diversity Outreach Program Guidelines

Nondiscrimination:

The respondent hereby certifies and agrees that the following information is correct:

In preparing its response on this project, the respondent has considered all proposals submitted from qualified, potential subcontractors and suppliers, and has not engaged in "discrimination" as defined in School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1; to wit: discrimination in the solicitation, selection, or commercial treatment of any subcontractor, vendor, supplier, or commercial customer on the basis of race, color, religion, ancestry or national origin, sex, age, marital status, sexual orientation or on the basis of disability or other unlawful forms of discrimination. Without limiting the foregoing, "discrimination" also includes retaliating against any person or other entity for reporting any incident of "discrimination." Without limiting any other provision of the solicitation for responses on this project, it is understood and agreed that, if this certification is false, such false certification will constitute grounds for SBBC to reject the response submitted by the respondent on this project, and terminate any contract awarded based on the response. As a condition of submitting a response to SBBC, the respondent agrees to comply with SBBC's Nondiscrimination Policy as described under its School Board Policy 3330 – Supplier Diversity Outreach Program, Section D.1.

Affirmative Procurement Initiatives (APIs) for Professional Services:

"Affirmative Procurement Initiatives (API)" – refers to various SDOP tools and solicitation incentives that are used to encourage greater prime and subcontract participation by S/M/WBE firms, including bonding assistance, evaluation preferences, subcontracting goals, and joint venture incentives. (For full descriptions of these and other SDOP tools, see, Section E of School Board Policy 3330 and the SDOP Standard Operating Procedures.)

Penalties and Sanctions:

Upon the receipt of a recommendation from the Superintendent of Schools regarding the failure of the prime or its authorized agents to comply with any portion of the SDOP policy and Section 13 of the Standard Operating Procedures, the SBBC may take actions regarding the non-complying party, including, but not limited to, suspension of contract, withholding payments due, rescission or termination of contract based upon the failure to comply with SDOP policy requirements, refusal to accept bids, responses, Qualification Statements and proposals, disqualification of a respondent, contractor, or other business entity from eligibility for providing goods or services to the SBBC for a period not to exceed two (2) years (upon SBBC's approval) and/or liquidated damages equal to the difference between the committed versus actual dollar value of S/M/WBE participation.

Any person who violates these provisions shall be subject to penalties and sanctions established by SBBC and to the maximum penalty provided by law.

Good Faith Efforts:

If the information submitted in the response demonstrates that a Contractor does not meet the S/M/WBE Subcontractor Goal, then the Contractor shall submit information supporting its good faith efforts that is sufficient to satisfy SDOP.

If a respondent is unable to comply with the API requirements imposed by SBBC under the terms of the SDOP policy, as required in the solicitation, such respondent shall complete and submit an S/M/WBE Good Faith Effort Waiver Request Form, at the time the solicitation is due. The Form shall include specified documentation which demonstrates a good faith effort to comply with the requirements as described under the selected API.

In making the required judgment, SDOP will consider some or all of the following good faith efforts. Other factors or types of efforts may be relevant in appropriate cases. In determining whether a Contractor has made good faith efforts, SDOP will evaluate the efforts that a Contractor has made and the quantity and intensity of these efforts.

Document 00467: Supplier Diversity Outreach Program Guidelines

SBBC has developed concise, detailed, and quantifiable good faith effort requirements for prime contractors to ensure they are making a legitimate attempt to meet the APIs. Meeting the goal, or making good faith efforts to meet the goal, is a condition of being issued a Notice to Proceed (NTP) or Authorization to Proceed (ATP).

The listing of S/M/WBE Subcontractors by a Contractor shall constitute a representation by the Contractor that such entity is qualified and available, and a commitment by the Contractor that, if it is issued a NTP or ATP, it will enter into a subcontract in the amount set forth in its submission, subject to the terms of these Guidelines.

Respondents must obtain a total of **seventy (70) or more points out of One Hundred (100)** to indicate that the Good Faith Efforts were sufficient and to be deemed compliant

The following actions outline evidence of the minimum good faith effort to meet the SDOP S/M/WBE subcontracting goal and describe the criteria to quantify good faith efforts.

Advertising (5 points)

Effort: Bidders must advertise opportunities for SBBC-certified S/M/WBEs in a minimum of three (3) separate print newspapers and post ten (10) digital media notices using various combinations of Twitter, Facebook, Trade Associations, and ethnic focused media outlets by no later than ten (10) business days once the bid is advertised. The Bidder is highly encouraged to effectively use the services of available small/minority/women community organizations; small/minority/women contractors' groups; local, State, and Federal small/minority/women business assistance offices; and other organizations as allowed on a case-by-case basis to provide assistance in the recruitment and placement of S/M/WBEs. Bidders are required to publish these opportunities in the general circulation media, minority-focused media, trade association publications, or trade-related publications, unless the SBBC waives this requirement due to time constraints. Pro forma mailings to S/M/WBEs requesting bids are not alone sufficient to satisfy good faith efforts.

Documentation: The advertisement shall include the name and location of the project, the location where plans and specifications can be viewed, the subcontractor proposal due date, and the items of work or specialties being solicited. (i.e. Newspaper Tear Sheet and copy of Social Media Post).

Outreach to Identify S/M/WBEs (15 points)

Effort: The bidder should solicit this interest as early in the solicitation process as practicable, but no later than ten (10) business days after the Pre-bid Conference to allow the S/M/WBEs to respond to the solicitation and submit a timely offer for the subcontract. The bidder should determine with certainty if the S/M/WBEs are interested by taking appropriate steps to follow up initial solicitations.

The bidder should attempt to reach out to S/M/WBEs by utilizing the SDOP approved online databases of certified firms. The scope of work required should be identified, and the contractor needs to seek out relevant companies to perform the specified work.

Documentation: The Contractor should retain dated documentation of any correspondence targeting S/M/WBE.

Document 00467: Supplier Diversity Outreach Program Guidelines

Pre-Bid Meeting Attendance (5 points)

Effort: Attendance at the pre-bid meeting is mandatory to comply with the good faith effort requirement in order to be awarded the 5 points. If a pre-bid meeting is not offered, five (5) points will be deducted from the seventy (70) point minimum score.

Documentation: The Contractor's name should appear on SBBC's pre-bid meeting sign-in sheet to document the company presence.

Timely Written Notification (20 points)

Effort: Selecting portions of the work to be performed by S/M/WBEs in order to increase the likelihood that the assigned goals will be achieved. This includes, where appropriate, breaking out contract work items into economically feasible units (for example, smaller tasks or quantities) to facilitate S/M/WBE participation, even when the prime bidder might otherwise prefer to perform these work items with its own forces. This may include, where possible, establishing flexible timeframes for performance and delivery schedules in a manner that encourages and facilitates S/M/WBE participation

Documentation: Written correspondence with the subcontractor's name, address, contact person, and the date of the written notice should be documented. Written notification must be dated and transmitted at least ten business days prior to the bid due date and include verification of transmission date. Such verification may include emails and copies of certified mail return receipts.

Initial Contact Follow-up (15 points)

Effort: The contractor should follow-up on initial solicitations by contacting S/M/WBE subcontractors prior to the bid opening to determine with certainty whether the subcontractors are interested in performing the specific items of work on the project. Such contact shall be within a reasonable amount of time to allow the prospective S/M/WBE subcontractor an opportunity to submit a competitive sub-bid. The content of the initial letter, email, or facsimile should be different for the follow-up correspondence to indicate the additional effort expended to secure bidders.

Documentation: The list of subcontractors that were contacted, including results of that contact, documented by a telephone log, e-mail printout, automated facsimile journal, or fax transmittal documents, is required. The record should include the S/M/WBE's name, telephone number, contacted person, dates of contact, and the outcome.

Identify Items of Work (15 points)

Effort: Bidder is to provide interested S/M/WBE's with adequate information about the plans, specifications, and requirements of the contract in a timely manner, not less than five (5) days, to provide their Sub-Contractor Proposal.

Documentation: The list utilized to define the specific items of work solicited, including the identification process for S/M/WBE firms from which such work was solicited, is required. Documents should be reviewed to determine if the work is specific to that listed in the goal-setting document for the specific work item.

Document 00467: Supplier Diversity Outreach Program Guidelines

Negotiate in Good Faith (15 points)

Effort: The contractor should negotiate in good faith with the S/M/WBE, and not unjustifiably reject bids, quotes, and proposals prepared by the S/M/WBE as unsatisfactory.

Documentation: Written statements of the names, addresses, and telephone numbers of subcontractors contacted by the contractor to negotiate price or services should be submitted. Dates of the negotiations and the results should be included, as well as documentation of the quotes and/or proposals received from S/M/WBEs; and evidence as to why additional Agreements could not be reached for S/M/WBEs to perform the work.

Bonding Requirements (5 points)

Effort: Waive or reduce bonding requirements for subcontractors where possible

Documentation: Copies of Respondent's commitment to waive or reduce bond requirements.

Assist in Financing, Bonding, and Insurance (5 points)

Effort: Where applicable, the contractor should advise and make efforts to assist interested S/M/WBEs in obtaining bonds, lines of credit, or insurance that SBBC requires.

Documentation: Written statements of the type of assistance offered to S/M/WBEs are required. The contractor should provide the name, contact person, and telephone number of the bonding company or financial institution offering assistance.

Acceptability of S/M/WBE Subcontractor Good Faith Efforts Submission:

1. If the SDOP questions the acceptability of the Firm's S/M/WBE subcontractor submissions, the Contractor shall present information to substantiate its compliance with the applicable requirements to SDOP within five (5) consecutive business days.
2. Not later than seven (7) calendar days after the communication with the Contractor, SDOP shall make a written recommendation. Recommendations to reject the Firm's Good Faith Efforts Submission may be submitted to the Director of Procurement & Warehousing Services for review and acceptance. The rejection will result in the Firm's response being deemed nonresponsive.
 - a. For RFQs, in the event, the highest ranked firm is deemed nonresponsive by PWS, District Staff will evaluate and negotiate with the next responsive /responsible firm/
 - b. For Construction Hard Bids, in the event the or lowest bidder is deemed nonresponsive, district staff will evaluate the next responsive / responsible bidder

Document 00467: Supplier Diversity Outreach Program Guidelines

Calculation of S/M/WBE Subcontractor Participation toward Contract Goal:

For projects utilizing a CMAR project delivery method, exact M/WBE or SBE participation during construction phase will not be known until proposals are received, subcontractors are selected, and the Guarantee Maximum Price (GMP) is developed. Please state the CM's commitment for M/WBE or SBE participation during the construction phase. The Construction Manager (CM) will be obligated to meet this commitment as a condition to gain SBBC approval of the GMP.

S/M/WBE subcontractor participation shall be calculated as follows:

1. Once the SBBC has determined that a firm is an eligible S/M/WBE subcontractor, the total dollar value of the contract awarded to the S/M/WBE subcontractor is counted toward the goal.
2. The SBBC shall count toward the goal only expenditures to S/M/WBE Subcontractors that perform a commercially useful contractual function in the work. An S/M/WBE Subcontractor is considered to perform a useful function when it is responsible for execution of a distinct element of the work of a contract and carrying out the responsibilities by actually performing and supervising the work involved.
3. Consistent with normal industry practices, an S/M/WBE subcontractor may enter into subcontracts. If such an entity subcontracts a significantly greater portion of the work of the contract than would be expected on the basis of normal industry practices to non-S/M/WBE subcontractors, the entity shall not be considered as an S/M/WBE subcontractor.

Issuance of an NTP or ATP:

Provided the Firm submitted the completed forms and information as required by these Guidelines and submitted information to satisfy SDOP that it has met the API or has made good faith efforts to meet the API, an NTP or ATP may be issued.

Requirements and Procedures Subsequent to the Issuance of a NTP or an ATP:

Subcontracts:

After issuance of an NTP or an ATP, the Firm shall submit, executed subcontract agreements corresponding in all respects to its S/M/WBE Subcontractor Utilization Plan (including authorized substitutions).

If there is a change to the S/M/WBE Subcontractor Utilization Plan, the prime contractor/prime consultant shall submit a request for change to EDDC. Only EDDC approved Termination/Deletions/Additions & Substitution of S/M/WBE Subcontractors will be counted towards the committed participation goal.

Termination/Deletions/Additions & Substitution of S/M/WBE Subcontractors:

Changes are not accepted pre-award. Post-award, the School Board Policy 3330 and Section 9 of the Standard Operating Procedures requires that a prime may not deviate from the accepted certified subcontracting team on the project without the written approval of EDDC and Program Manager or designee. The reason for review of such requests is to prevent bid shopping and prevent undue or arbitrary removal of Broward Schools certified small businesses.

1. Termination of a S/M/WBE Certified Firm: A certified firm may not be removed from a subcontracting team without the prior written consent of EDDC and the Program Manager or designee. The acceptance of the request shall be in writing to the requesting prime contractor/prime consultant.
 - a. If a request to delete or substitute a certified firm is granted by EDDC, the prime must replace the removed firm with another M/WBE of at least equal contracting value to the overall project. Failure to do so will result in a notice to cure from EDDC and potentially a notice of violation if the matter is not resolved. The prime

Document 00467: Supplier Diversity Outreach Program Guidelines

contractor/prime consultant is responsible for utilizing good faith efforts to obtain the level of certified participation agreed upon at project inception.

2. Additions, Deletions, & Substitutions: Changes are not accepted pre-award. Post-award, the School Board Policy 3330 requires that a prime may not deviate from the accepted certified subcontracting team on the project without the written approval of the Program Manager or designee. The reason for review of such requests is to prevent undue or arbitrary removal of S/M/WBE certified small businesses.
3. Reasons to request a substitution of S/M/WBEs in a Contractor's S/M/WBE Subcontractor Utilization Plan include, but are not limited to the following:
 - b. Subcontractor is no longer qualified, Subcontractor has unreasonably refused to execute the subcontract agreement without cause, Subcontractor is no longer able to perform the work, Subcontractor materially breaches its subcontract agreement with the contractor.
4. If after a "reasonable" good faith effort measures, the Prime is unable to find a substitute S/M/WBE, a post-award waiver may be requested, which documents the reasons for the contractor's inability to meet the goal requirement. In the event the contractor is found not to have performed good faith efforts to find a suitable substitute for the initial S/M/WBE Subcontractor Utilization Plan (Doc.00485) the contract may, in the District's sole discretion, be terminated for material breach.
 - c. The prime shall make every reasonable effort to propose and enter into an alternative subcontract agreement or agreements for the same work to be performed by other certified S/M/WBE subcontractor(s) for a contract price for such work equal to or less than the price originally scheduled for such work (less all amounts previously paid thereof).
5. Compliance with Contract Goal:

The Contractor shall be deemed to be in continued compliance with the established goal for the S/M/WBE Subcontractor Utilization Plan if the Contractor meets or exceeds the goal established in the S/M/WBE Subcontractor Utilization Plan or if the Contractor's good faith efforts are approved.

6. Monthly Monitoring Report:

The Contractor shall submit a S/M/WBE Monthly Subcontractor Utilization Report as required in section XXX of these guidelines) when the Contractor's agreement with SBBC includes an S/M/WBE Subcontractor Utilization Plan. The S/M/WBE Monthly Subcontractor Utilization Report can be obtained from SDOP.

Should the Contractor fail to comply with the provisions required for monthly reporting requirements, it shall be considered in default of its contract. (See Sanctions and Penalties)

Document 00467: Supplier Diversity Outreach Program Guidelines

Non-Compliance with Contract Goal:

1. Should the Contractor fail to comply with the provisions required by its S/M/WBE Subcontractor Utilization Plan, this shall be considered a material breach and therefore the Contractor shall be considered in default of its Contract.

2. **Compliance Requests for Information; Non-Receipt of Compliance Information**
 - a. The EDDC may request information to assist with producing compliance reviews/reports. Requests for information must be properly titled, sufficiently detailed, printed on letterhead or via internal email (including staff name and contact information), and must have a date for response within five (5) business days or less as determined by compliance staff.

 - b. After efforts to ascertain the information have been exhausted and the information requested has not been provided, the compliance process will proceed with the information on hand. Mention will be made of any missing information, in official correspondence, and the status of the request(s).

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**SMALL/MINORITY/WOMEN BUSINESS ENTERPRISE
SUBCONTRACTOR PARTICIPATION SCHEDULE**

DATE	
-------------	--

SOLICITATION INFORMATION

Contract #:		Project Start Date:	
Project Name:			
Project Location:			
Bidder/Proposer:			
Address:			
Contact Person:		Email Address:	
		Phone #:	

ORGANIZATION STATUS

Business Association	Business Name	Business Address	Business Phone #	Type of Work to be Performed	% of Work	\$ Amount
Prime Bidder/ Proposer					%	\$
Non S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
S/M/WBE Subcontractor					%	\$
TOTAL PARTICIPATION % & DOLLAR AMOUNT:					100%	\$
TOTAL CONTRACT AMOUNT:					\$	

BIDDER/PROPOSER SIGNATURE

The listing of S/M/WBE(s) shall constitute a representation by the bidder/proposer to the SBBC that the bidder/proposer believes such S/M/WBE(s) to be technically and financially qualified and available to perform the work described. Bidders/Proposers are advised that the information contained herein may be verified. I certify that all information contained in this form is true and accurate to the best of my knowledge.

Bidder/Proposer Signature	Name & Title (Print)	Date
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**STATEMENT OF INTENT TO PERFORM
 AS AN S/M/WBE SUBCONTRACTOR**

SOLICITATION #: _____

CONTRACT #: _____

A signed *Statement of Intent to Perform as a Small/Minority/Women Business Enterprise (S/M/WBE) Subcontractor* form must be completed by the owner or authorized principal of each S/M/WBE firm listed in the *S/M/WBE Subcontractor Participation Schedule*.

STATEMENT OF INTENT

The undersigned is certified as an S/M/WBE vendor by The School Board of Broward County, Florida's (SBBC) Supplier Diversity Outreach Program: Yes No

_____ (Name of S/M/WBE Subcontractor) agrees to perform work on the above contract as a (check one):

Individual

Partnership

Corporation

The S/M/WBE subcontractor will enter into a formal agreement with _____ (Name of Bidder/Proposer) conditioned upon the Bidder/Proposer executing a contract with SBBC.

DESCRIPTION OF WORK & VALUE

Please provide the details and value of the work to be performed:

Item No.	Type of Work	Agreed Upon Price	% of Work
1		\$	%
2		\$	%
3		\$	%
TOTAL VALUE OF WORK		\$	%

S/M/WBE SUBCONTRACTOR SIGNATURE

_____ (Signature) S/M/WBE Subcontractor	_____ Title
_____ (Print) Name of S/M/WBE Subcontractor	_____ Date



S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I - GENERAL INFORMATION

Project Name:		Contract Number and Work Order Number (if applicable):	
Report #:		Reporting Period: _____ to _____	S/M/WBE Contract Goal:
Prime Contractor Name:		Contract Completion Date:	
Prime Contractor Street Address:		Project Manager (PM) Name:	
Prime Contractor Phone #:	Prime Contractor Email Address:	PM Phone #:	PM Email Address:

SECTION II - UTILIZATION INFORMATION

Prime Contractor must list ALL Certified and non-certified subcontractors that will be utilized for the entire contract period.
For assistance in completing this form, please call the Supplier Diversity Outreach Program at (754) 321-0505.

ROLE	FEDERAL IDENTIFICATION NUMBER	BUSINESS NAME	S/M/WBE CERTIFIED BY SBBC (Y/N)	DESCRIPTION OF WORK	TOTAL PROJECT AMOUNT	AMOUNT PAID DURING REPORTING PERIOD	INVOICE #	TOTAL PAID TO DATE
PRIME CONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
SUBCONTRACTOR					\$	\$		\$
Total Paid to Date for All S/M/WBE Subcontractors					\$	\$		\$

SECTION III - AFFIDAVIT

I hereby affirm that the information on this form is true and complete to the best of my knowledge.

Prime Contractor Authorized Personnel (Signature)	Prime Contractor Authorized Personnel (Print)	Title	Date



FORM INSTRUCTIONS:

S/M/WBE MONTHLY SUBCONTRACTOR UTILIZATION REPORT

SECTION I : GENERAL INFORMATION

1. **Project Name:** Enter the entire name of the Project.
2. **Contract Number (work order):** Enter the District contract number and work order number
3. **Report Number:** Enter the S/M/WBE Monthly Subcontractor Utilization Report number.
4. Reports must be in a numerical series (i.e., 1, 2, 3).
5. **Reporting Period:** Enter the beginning and end dates for which this report covers (i.e., 10/01/2016: 9/30/2018)
6. **S/M/WBE Contract Goal:** Enter the S/M/WBE Contract Goal on entire contract.
7. **Contract Completion Date:** Enter the expiration date of the contract, (not work order).
8. **Prime Contractor Name:** Enter the complete legal business name of the Prime Contractor.
9. **Prime Contractor Street Address:** Enter the mailing address of the Prime Contractor.
10. **Prime Contractor Phone Number:** Enter the telephone number of the Prime Contractor.
11. **Prime Contractor Email Address:** Enter the email address of the Prime Contractor.
12. **Project Manager (PM) Name:** Enter the name of the Project Manager for the Prime Contractor on the project.
13. **PM Telephone Number:** Enter the direct telephone number of the Prime Contractor’s Project Manager.
14. **PM Email Address:** Enter the email address of the Prime Contractor’s Project Manager.

SECTION II : UTILIZATION INFORMATION

15. **Federal Identification Number:** Enter the Federal Identification Number of the S/M/WBE Subcontractor(s)
16. **Business Name:** Enter the complete legal business name of the S/M/WBE Subcontractor(s)
17. **S/M/WBE Certified by BCPS (Yes/No):** Enter “yes” or “no” to indicate if the subcontractor is S/M/WBE Certified by BCPS
18. **Description of Work:** Enter the type of work being performed by the S/M/WBE Subcontractors(s)
(i.e., electrical services).
19. **Total Project Amount:** Enter the dollar amount allocated to the S/M/WBE Subcontractors(s) for the entire project (i.e., amount in the subcontract agreement).
20. **Amount Paid During Reporting Period:** Enter the total amount paid to the S/M/WBE Subcontractor(s) during the reporting period.
21. **Invoice Number:** Enter the S/M/WBE Subcontractor’s invoice number related to the payment reported this period.
22. **Total Paid (to Each Subcontractor) to Date:** Enter the total amount paid to the S/M/WBE Subcontractor(s) to date.
23. **Total Paid to All Subcontractors to Date:** Enter the total amount paid to all subcontractors during reporting period.

SECTION III: AFFIDAVIT

24. **Affidavit:** Statement attesting to the contents of the report.
25. **Prime Contractor Name Authorized Personnel (signature):** Signature of the employee that is authorized to execute the S/M/WBE Subcontractor Utilization Report.
26. **Prime Contractor Name Authorized Personnel (print):** Printed name of the employee that is authorized to execute the S/M/WBE Subcontractor Utilization Report.
27. **Title:** Enter the title of authorized employee completing the S/M/WBE Subcontractor Utilization Report.
28. **Date:** Enter the date of submission of the S/M/WBE Subcontractor Utilization Report to the District.



S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

DATE: []

CONTACT INFORMATION

Table with fields: Solicitation Title, Solicitation #, Bidder/ Submitting Firm, Contact Person, Phone #, Email

GOOD FAITH EFFORT DOCUMENTATION

The purpose of this form is to demonstrate good faith efforts in meeting the required subcontracting goal. Respondents must obtain a total of seventy (70) or more points in order to pass, indicating that good faith efforts were sufficient. The good faith efforts demonstrated must be with Broward County Public Schools S/M/WBE Certified firms.

The following actions outline evidence of the minimum good faith effort to meet the SDOP S/M/WBE subcontracting goal and describe the criteria to quantify good faith efforts.

SECTION A – Advertising Effort 5 points

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Advertise opportunities for SBBC-certified S/M/WBEs a minimum of three (3) times in print and/or digital media outlets at least two (2) weeks prior to the bid opening.

Publish these opportunities in the general circulation media, minority-focused media, trade association publications, or trade-related publications, unless SBBC waives this requirement due to time constraints.

Additional efforts, if any: (Provide information in space provided below)

Requirements:

Attach copy of advertisements (i.e. newspaper Tear Sheet) with the name and location of the project, the location where plans and specifications can be viewed, the subcontractor proposal due date, and the items of work or specialties being solicited.



S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

SECTION B – Outreach to Identify S/M/WBE Firms	15 points
Please provide documentation and supporting evidence to show how the criteria was fulfilled.	
<p>Identify the scope of work required</p> <p>Seek relevant companies to perform the specified work</p> <p>Contact S/M/WBEs by utilizing the EDDC approved online database of certified firms</p> <p>Additional efforts, if any: (Provide information in space provided below)</p>	
Requirements: <p>Attach dated documentation of all correspondence to target S/M/WBE Certified firms listed on www.BrowardSchools.com/sdop</p> <p>Include in dated documentation the business name, telephone number, fax number, email address, and type of work solicited to perform</p>	

SECTION C – Pre-Bid Meeting Attendance	5 points
Please provide documentation and supporting evidence to show how the criteria was fulfilled.	
<p>Attend pre-bid meeting to comply with the good faith effort requirement. Attendance is mandatory.</p> <p><i>Note: If a pre-bid meeting is not offered, five (5) points will be deducted from the seventy (70) point minimum score.</i></p> <p>Additional efforts, if any: (Provide information in space provided below)</p>	
Requirements: <p>Signature on SBBC’s pre-bid meeting sign-in sheet to document the proposer’s presence.</p>	



S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

SECTION D – Timely Written Notification Effort **20 Points**

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Solicit, in writing, relevant S/M/WBE subcontractors for bids and material quotes.

Solicit relevant S/M/WBEs, in a timely manner, to result in meeting the goal.

Note: Relevant S/M/WBEs are firms that could feasibly provide services or supplies required to complete the scope of services provided in the bid document.

Additional efforts, if any: (Provide information in space provided below)

Requirements:

Attach dated written correspondence with the subcontractor's name, address, and contact person.

Correspondence must be transmitted at least ten (10) business days prior to the bid due date.

Correspondence must include verification of transmission date. Such verification may include emails, or copies of certified mail return receipts.

SECTION E – Initial Contact Follow-up **15 Points**

Please provide documentation and supporting evidence to show how the criteria was fulfilled.

Follow-up with S/M/WBEs, in writing, on initial outreach prior to the bid opening to determine with certainty their interest in performing the specific scope of work on the project.

Follow-up contact must be made in a timely manner to allow the prospective S/M/WBE subcontractor an opportunity to submit a competitive sub-bid.

Follow-up correspondence date should differ from original outreach to verify the additional effort expended to secure bidders.

Additional efforts, if any: (Provide information in space provided below)

Requirements:

List of subcontractors contacted for follow-up

Results of follow-up effort, documented by a telephone log, e-mail printout, copies of certified mail return receipts, or fax transmittal documents

Follow-up record should include the S/M/WBEs name, telephone number, person contacted, date(s) of contact, and the result.



S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

SECTION F – Identify Items of Work	15 Points
Please provide documentation and supporting evidence to show how the criteria was fulfilled.	
<p>Identify specific items of the work to be performed by subcontractors.</p> <p>Offer S/M/WBEs portions of the work or other assistance that could reasonably be expected to produce a level of S/M/WBE participation to meet the goals</p> <p>Additional efforts, if any: (Provide information in space provided below)</p>	
<p>Requirements:</p> <p>Include list utilized to define the specific items of work solicited, including the identification process to solicit S/M/WBE firms</p> <p>List of specific items of work must meet goal-setting requirements</p>	

SECTION G – Negotiate in Good Faith	15 Points
Please provide documentation and supporting evidence to show how the criteria was fulfilled.	
<p>Negotiate in good faith with the S/M/WBE</p> <p><i>Note: Proposals, bids, or quotes prepared by S/M/WBE firms may not be unjustifiably rejected.</i></p> <p>Additional efforts, if any: (Provide information in space provided below)</p>	
<p>Requirements:</p> <p>Submit written statements of the subcontractors contacted to negotiate price or services</p> <p>Include name, address, and telephone number of each subcontractor contacted for negotiation</p> <p>Include documentation of quotes and/or proposals received from S/M/WBEs and date of negotiations</p>	



S/M/WBE PARTICIPATION GOOD FAITH EFFORT FORM

SECTION H – Bonding Requirements Effort	5 Points
Please provide documentation and supporting evidence to show how the criteria was fulfilled.	
Waive or reduce bonding requirements for subcontractors.	
Additional efforts, if any: (Provide information in space provided below)	
Requirements: Include copy of commitment to waive or reduce bonding requirements for S/M/WBEs.	

SECTION I – Assist in Financing, Bonding, and Insurance Effort	5 Points
Please provide documentation and supporting evidence to show how the criteria was fulfilled.	
Advise and make efforts to assist interested S/M/WBEs in obtaining bonds, lines of credit, or insurance that SBBC requires.	
Additional efforts, if any: (Provide information in space provided below)	
Requirements: Include written statements of the type of assistance offered to S/M/WBEs, including the name, contact person, and telephone number of the bonding company or financial institution offering assistance.	

Respondents will be considered non-responsive upon denial of the S/M/WBE Participation Good Faith Effort Form and Subcontractor Utilization Plan. For more information, please contact the EDDC Office at (754) 321-0505.

AFFIRMATION

I CERTIFY THAT ALL INFORMATION CONTAINED IN THIS FORM IS ACCURATE AND COMPLETE, AND UNDERSTAND THAT IF THIS REQUEST FOR WAIVER IS DENIED AND I FAIL TO MEET THE REQUIREMENTS OF THIS SOLICITATION, MY RESPONSE TO THIS SOLICITATION WILL BE DEEMED NON-RESPONSIVE.

Signature:

Print Name/Title:

Economic Development & Diversity Compliance Department (EDDC)	Approved	TOTAL SCORE:
	Denied	____/100

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REQUIRED RESPONSE FORM - Proposer Information

RFQ 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 Qualifications and I am an Officer of the Firm.
2. Proposer has not discussed, or compared the Qualifications 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 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 Qualifications (RFQ) 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 Qualifications, its Addenda and its Attachments.
8. The Proposer understands that everything contained herein are requirements of this RFQ and failure to comply will result in disqualification of the Qualifications 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 RFQ, 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 RFQ.



The School Board of Broward County, Florida
 Procurement & Warehousing Services Department
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, Florida 33351 (754) 321-0505

Document 00220: Submitting Firm's Request for Information

To: Purchasing Agent
 Procurement & Warehousing Services Department
 7720 W. Oakland Park Blvd., Suite 323
 Sunrise, Florida 33351

Date: _____

(For Owner's Use Only)

**Firm's
 RFI No.:**

Project: RFQ/RFP#, Project
 #, & Location #:
 Facility Name: Project Consultant:

- | | |
|---|--|
| Category: | Reference: |
| <input type="checkbox"/> Information not shown on RFQ/RFP Documents | <input type="checkbox"/> Drawing Reference |
| <input type="checkbox"/> Interpretation of RFQ/RFP Documents | <input type="checkbox"/> Spec/Project Manual Reference |
| <input type="checkbox"/> Conflict in RFQ/RFP Requirements | <input type="checkbox"/> Other: |
| <input type="checkbox"/> Coordination / Site Visit | |

Subject:

Description:

**Submitting
 Firm:**
 Company Name
 & Address:

Phone:

By: _____
 Signature

 Title

Replies will be issued by Addendum and made available on Demand Star to all prospective Submitting Firms. No verbal or written interpretations of the RFQ / RFP Documents will be given to individual Submitting Firms.



PROJECT RELEVANCY / REFERENCE FORM (Program Manager)

Instructions to Submitting Firm: Submit a separate Form for each related program or project listed in the firm's RFQ Response. It is the firm's responsibility to provide accurate, current information for each program or project and Owner listed under sections 1, 2, and 3. Item 2 below along with any attachments about relevant projects will be reviewed and evaluated for the points to be assigned. References will equal up to 1.5 points per program or project. This form does not count towards the page count for Relevant Projects, nor should it be used in lieu of the relevant project information. On

1. NAME OF PRIME FIRM: Enter Submitting Firm's name		RFQ #:
SOLICITATION FOR: <input type="checkbox"/> Program Management / Owner's Representative Services		
2. RELEVANT PROJECT/PROGRAM NAME/TITLE & BRIEF SCOPE, INCLUDING APPROACH INFORMATION (list <u>your</u> firm's scope on the project):		
OWNER'S NUMBER:	PROJECT/PROGRAM LOCATION (Address, City, State & Zip):	
CONSTRUCTION DELIVERY METHOD: <input type="checkbox"/> Traditional (D/B/B) <input type="checkbox"/> CM at-Risk <input type="checkbox"/> Design-Build <input type="checkbox"/> Program Management / Owner's Representative Services		
ORIGINAL EST. COST OF CONSTRUCTION:	PLANNED CONSTRUCTION SCHEDULE (DAYS):	
FINAL CONSTRUCTION COST:	ACTUAL CONSTRUCTION SCHEDULE (DAYS):	
PROPOSER'S CONTRACTUAL RELATIONSHIP TO OWNER ON THIS PROJECT:	PLANNED COMPLETION DATE: Month/Year	
	ACTUAL COMPLETION DATE: Month/Year	
MINORITY/WOMEN BUSINESS ENTERPRISE OR SMALL BUSINESS ENTERPRISE <u>PERCENTAGE GOALS VS ACTUAL PERCENTAGES:</u>		
3. PROJECT OWNER:		OFFICE / DEPARTMENT:
REFERENCE NAME:		TITLE:
E-MAIL:	PHONE NO.:	
ADDRESS (Address, City, State & Zip): Click here to enter address		

PROJECT RELEVANCY /REFERENCE FORM
Scoring Criteria for Relevant Projects / References (Program Manger)

BELOW IS TO BE COMPLETED BCPS:

Reference		<i>(Circle only one box for each to indicate response received and the points allocated to the response.)</i>		
a.	Is the information listed in Section 2 , above, accurate? (Staff to verify) (0.25 points)	YES (0.25 Points)	NO (0 Points)	<i>If "no", explain under 4.d. Clarification</i>
b.	How would you rate the overall performance of this firm in terms of: (1 Point Maximum) <ul style="list-style-type: none"> ▪ Timely completion of the project/program; ▪ Cost effectiveness (was project within budget); ▪ Quality of the communications/coordination with the program/project team members; ▪ Responsiveness to the owner; and ▪ Quality of the project. 	GOOD (1 Point)	FAIR (or N/A) (0.5 Points)	POOR (0 Points)
c.	Would you do business with this firm again? (0.25 Points) <i>If "no" or "maybe", explain under 4.d. Clarification</i>	YES (0.25Points)	NO (0 Points)	MAYBE (0 Points)
d.	Clarification, if required (as it relates to Section 2 , above):			

Relevant Program/Project

• Relevancy of Program/Project and Scope

a. Is the cost of construction for the relevant project within range of the RFQ budget? (.75 Point) <i>(If the cost of construction for the relevant project provided is greater than or equal to the budget for this RFQ then the full point will be given. If it is smaller, the following criteria will be used to score the percent difference (RFQ Budget – Relevant Project Final Construction Cost). (RFQ Budget)</i> <i>For packaged and grouped schools RFQs, the lowest school's RFQ Budget will be utilized for this calculation.)</i>			
<u>(.75 Point)</u> 0-30%	<u>(0.5 Points)</u> >30-60%	<u>(0.25 Points)</u> >60%	
b. How relevant is the scope provided to the scope of this RFQ? (1.5 Points)			
<u>(1.5 Points)</u> Very	<u>(1.0 Point)</u> Somewhat	<u>(0.5 Points)</u> Minimal	<u>(0 Points)</u> Not at all
Comments:			
c. Project is a public educational facility project in the state of Florida (required to follow SREF). (0.5 Points)			
<u>(1.0 Points)</u> YES	<u>(0 Points)</u> NO		
d. Project is an educational facility project in the United States of America. (0.25 Points)			
<u>(0.25 Points)</u> YES	<u>(0 Points)</u> NO		
Name of SBBC representative completing this form (print name):			
Signatory: <i>By signing and submitting this project reference form, I hereby attest that I am authorized to provide this information and that the above information is true, accurate and correct to the best of my knowledge (Staff Signature)</i>			
Signature:			Date:

Reference Total Score: _____

Relevant Project Total Score: _____

The School Board of Broward County, Florida

RFQ # and NAME _____

DISCLOSURE OF POTENTIAL CONFLICT OF INTEREST AND CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

In accordance with the RFQ, each Proposer must disclose, in its RFQ, the names of any employees who are employed by Proposer who are also an employee of SBBC. Persons identified below may have obligations and restrictions applicable to them under Chapter 112, Florida Statutes.

Name of Proposer's Employee	SBBC Title or Position of Proposer's Employee	SBBC Department/ School of Proposer's Employee
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Check one of the following and sign:

- I hereby affirm that there are no known persons employed by Proposer who are also an employee of SBBC.
- I hereby affirm that all known persons who are employed by Proposer, who are also an employee of SBBC, have been identified above.

Signature

Company Name

Name of Official

Business Address

City, State, Zip Code

Qualification Selection Evaluation Committee RFQ Scoring Rubric
Program Manager – Owner’s Representative

This RFQ rubric is to provide guidance to the Qualification Selection Evaluation Committee during evaluations of Construction Management at Risk Services Qualifications Statements. In each category shown below, recommendations are provided to include a breakdown for Excellent, Good, Fair, or Poor. QSEC members will be asked to associate specific points to the response of each specific Submitting Firm. The breakdown below should be used to assist QSEC members in assigning points to the quality of each submittal. The maximum point values for sections scored by the committee range from five (5) points to twenty (20) points.

Part A Evaluation (One Hundred (100) Points Maximum)

Section C – Experience and Qualifications

Section C1 Executive Summary (Five (5) Points Maximum):

Excellent – 5 points
 Good – 3 to 4 points
 Fair – 2 points
 Poor – 1 point
 Not Included – 0 points

Executive Summary is within page count limitations (**see section C1 of the RFQ**).

Single Site Procurements

Firm shall demonstrate:

- A strong understanding the scope of services for this RFQ.
- The capability to deliver scope outlined in this RFQ.
- The ability to comply with terms and conditions.

Section C1 Approach (Fifteen (15) Points Maximum):

Excellent – 14 to 15 points
 Good – 10 to 13 points
 Fair – 5 to 9 points
 Poor – 1 to 4 points
 Not Included – 0 points

Approach is within page count limitations (**see section C1 of the RFQ**).

Firm should demonstrate:

- The willingness and ability to:
 - o manage project budgets and schedules.
 - o deliver quality projects of various sizes.
 - o manage multiple contractors and resolve issues with contractors or designers.
- The ability to recruit and retain program management staff and assign staff to roles within the program.
 - o Firm should discuss the number of schools assigned to project management and senior staff.
- Knowledge of the size of the scope covered by this RFQ.
 - o Firm should state that similar approaches would be used for different sites or present variances in the approach based on the site.
 - o Firm should state risks, challenges, strategies (including cost containment), and proposed methodology that will be employed in the Program.
 - o Firm should discuss its knowledge of SBBC Policy, SREF, local codes and ordinances.
- Its approach to construction project management, permitting/inspections, construction schedule management. It should detail examples of successful approaches.
- The specific risks to the program and how their approach would mitigate those risks.
- The office location from which this Senior Management overseeing this work will be located and the distance from the Office of Capital Programs (as required by section C1 of the RFQ).

Section C1 Current Workload Overall (Five (5) Points Maximum):

- Excellent – 5 points
- Good – 3 to 4 points
- Fair – 2 points
- Poor – 1 point
- Not Included – 0 points

Current Workload Overall is within page count limitations (**see section C1 of the RFQ**).

- Firm should provide list of current, active projects and projects that Submitting Firm has been selected for, but is not yet under contract, including any Program Management and Open-end/Continuing Contracts. Information should include:
 - o Contract Start and anticipated end dates
 - o Client names
 - o Dollar value associated with Firm's workload
 - o Key personnel assigned to contract (Executive Management, Project Manager, Assistant Project Managers, and Superintendent)
 - o Percent completion for project or program
- Firm should demonstrate workload capacity through the firm's:
 - o number of staff
 - o current assignments of staff
 - o stage of project completion
 - o qualifications and roles of staff members presented for this project
- The above information should be provided for the Submitting Firm and any subconsultants presented.

Section C2 Firm Experience and Qualifications (Twenty (20) Points Maximum):

- Excellent – 16 to 20 points
- Good – 10 to 15 points
- Fair – 5 to 9 points
- Poor – 1 to 4 points
- Not Included – 0 points

Firm Experience and Qualifications is within page count limitations (**see section C2 of the RFQ**).

- Firm shall demonstrate experience with:
 - o Delivery methods utilized in this program (i.e. CMAR, Design Bid Build, Continuing and Open-end Contracts)
 - o Design reviews for Southeast Florida building codes.
 - Extensive Experience is preferred in Broward County Public Schools, Broward, Miami-Dade, and Palm Beach counties.
 - o Primary Experience
 - SBBC projects
 - Has the Submitting Firm and its subconsultants had experience working as a Program Manager for SBBC together?
 - Secondary: Has the Submitting Firm and its subconsultants had experience working on projects with the District in a variety of capacities (CM at Risk or Bids) and how many projects have they worked on simultaneously?
 - Other Florida Public K-12 Projects (includes charter schools)
 - Has the Submitting Firm and its subconsultants had experience working as a Program Manager for Miami-Dade and/or Palm Beach Schools?
 - For Other Florida K-12 programs?
 - Did the Submitting Firm and its subconsultants have experience working on multiple projects simultaneously with a singular program, and/or
 - Other Florida Education Projects (i.e. colleges, universities, private K-12 schools);
 - o Secondary Experience
 - Other similar sized and scoped educational programs,
 - Government programs with similar scopes to this RFQ, and/or
 - Other programs with similar sizes and scopes.

QSEC member should review the number of years of firm's experience within applicable categories; review how recent the experience is with the applicable categories, with the most weight given to Recent Experience (last 5 years) within primary experience categories with SBBC Programs (1st), Miami Dade/Palm Beach County Programs (2nd), Other Programs (3rd), SBBC Projects (4th) and Other Educational Projects in Florida (5th). Other projects with similar size and scopes are secondary.

QSEC member should focus on proven success, not just experience. Many PMs have undertaken work at large entities yet failed to deliver on time / on budget results.

Section C3 - Relevant Projects / References (Fifteen (15) Points Maximum):

- Scored by district staff

Section D - Team Composition

Section D1 - Team Structure (Ten (10) Points Maximum):

- Excellent – 8 to 10 points
- Good – 5 to 7 points
- Fair – 3 to 4 points
- Poor – 1 to 2 points
- Not Included – 0 points

Team Structure is within page count limitations (see Section D1 of the RFQ).

Firm shall provide:

- Its team structure is identified and it included all subconsultants
- Description of team members
- Past experience and number of years working together
- Availability of team members to complete the scope of this RFQ
- Services offered by in-house staff
- Services which Submitting Firm will opt to utilize consultant

Section D2 - Key Personnel (Fifteen (15) Points Maximum):

- Excellent – 14 to 15 points
- Good – 10 to 13 points
- Fair – 5 to 9 points
- Poor – 1 to 4 points
- Not Included – 0 points

Firm shall (see Section D2 of the RFQ):

- List staff to be included in this project
- Identify:
 - o Officer in charge of SBBC Projects
 - o Key Personnel, including, but not limited to:
 - Management Staff
 - Senior Project Managers / Team Leads
 - Project Managers (if identified)
 - Assistant Project Managers (if identified)
 - Project Superintendent
- Provide:
 - o A responsibility matrix that goes beyond organizational chart for the Program.
 - o Resumes for all identified key staff including:
 - Name and current title,
 - Other job assignments,

- Years with current firm,
- Years with previous firms,
- Project experience with each firm (include project types, size in square footage and construction costs, role on project),
- People/team management experience (if applicable),
- Education, and
- Credentials including any licenses, registrations, and certifications
- Information above for subconsultants' personnel.

Committee member should review firm's staff members and subconsultants staff intended to be used on this project with the following:

- SBBC program management and project management experience
- Miami-Dade and Palm Beach County Public Schools program management and project management experience
- Other Florida Public K-12 program management and project management experience
- Other Florida Educational program management and project management experience
- Other similar sized and scoped educational programs
- Government program management with similar scopes to this RFQ
- Other projects with similar sizes and scopes
- Number of years working on programs/types of projects indicated
- Number and types of projects indicated.

Section E - Supplier Diversity and Outreach Program (Fifteen (15) Points Maximum):

- Scored by district staff

Part B Evaluation – Presentations (Forty (40) Points Maximum)**Approach to project management (Six (6) Points Maximum) (See section 5.3.1 of the RFQ):**

Excellent – 6 points
 Good – 4 to 5 points
 Fair – 3 points
 Poor – 1 to 2 points
 Not Included – 0 points

Firm should:

- Demonstrate the ability to manage the scope of this RFQ.
- Demonstrate the ability to deliver quality projects that address any site-specific constraints including the approach to work around the constraints.
- Demonstrate minimum qualifications for project staff.
- Discuss use of software to document project.

QSEC Members should focus on proven capabilities

Approach to cost controls (Eight (8) Points Maximum) (See section 5.3.1 of the RFQ):

Excellent – 7 to 8 points
 Good – 5 to 6 points
 Fair – 3 to 4 points
 Poor – 1 to 2 points
 Not Included – 0 points

Firm should:

- Demonstrate the ability to manage projects to reduce change orders and stay within the projects' budgets.
- Discuss use of Management Information Systems like e-Builder to accomplish this.

Ability to meet schedule (Eight (8) Points Maximum) (See section 5.3.1 of the RFQ):

Excellent – 7 to 8 points
 Good – 5 to 6 points
 Fair – 3 to 4 points
 Poor – 1 to 2 points
 Not Included – 0 points

Firm should:

- Demonstrate the ability to deliver the project or projects within the program within an established construction schedule.
- State measures that will be utilized to maintain established construction schedule.
- Provide examples of experience with similar schedules on similar projects / program.

Availability of resources (Seven (7) Points Maximum) (See section 5.3.1 of the RFQ):

Excellent – 7 points
 Good – 5 to 6 points
 Fair – 3 to 4 points
 Poor – 1 to 2 points
 Not Included – 0 points

Firm should:

- Demonstrate the ability to deliver quality projects
- Discuss any program-specific constraints including the approach to work around the constraints in detail.

Key Personnel (Eleven (11) maximum points) (See Section 5.3.2 of the RFQ):

- Excellent – 10 to 11 points
- Good – 7 to 9 points
- Fair – 4 to 6 points
- Poor – 1 to 3 points
- Not Included – 0 points

Firm should:

- List staff to be included in this project.
- Identify:
 - o Principal in charge of SBBC Projects
 - o Key Personnel, including, but not limited to:
 - Project Manager
 - Construction Manager
 - Project Superintendent
 - o Key Personnel for both Submitting Firm and Subconsultant(s)
- Demonstrate the experience and ability of staff on the team to meet deliver a successful project.

Firm should:

- List staff to be included in this project
- Identify:
 - o Officer in charge of SBBC Projects
 - o Key Personnel (from Submitting Firm and Subconsultants), including, but not limited to:
 - Management Staff
 - Senior Project Managers / Team Leads
 - Project Managers (if identified)
 - Assistant Project Managers (if identified)
 - Project Superintendent
- Detail why identified personnel are the most qualified for the Program Management of Scope in this RFQ
- Discuss its responsibility matrix and how that is utilized to open communication and deliver a successful program
- Demonstrate the experience and ability of staff on the team to meet deliver a successful program.
- Have all members listed as key personnel on its team (Prime and Subconsultants) physically present for the Part B Evaluation.

Committee member should review firm's staff members and subconsultants staff intended to be used on this project with the following:

- o SBBC program management and project management experience
- o Miami-Dade and Palm Beach County Public Schools program management and project management experience
- o Other Florida Public K-12 program management and project management experience
- o Other Florida Educational program management and project management experience
- o Other similar sized and scoped educational programs
- o Government program management with similar scopes to this RFQ
- o Other projects with similar sizes and scopes
- o Number of years working on programs/types of projects indicated
- o Number and types of projects indicated.

QSEC Members should focus on proven success, not just experience. Many PMs have undertaken work at large entities yet failed to deliver on time / on budget results.

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ATTACHMENT G

SCOPE OF WORK

The Scope of Work included in the **Program Manager – Owner’s Representative Services** is described below.

1. Purpose and Objectives of the Broward County Public Schools Capital Improvement Program

1.1 General Purpose and Objectives of Broward County Public Schools Capital Programs

Broward County Public Schools (District) has as its mission a commitment to educating all students to reach their highest potential. The strategic goals of the District are High-Quality Instruction, Safe & Supportive Environment, and Effective Communication. The Office of Capital Programs (OFC) indirectly contributes to the first goal through its effective delivery of much-needed capital improvements at schools. The OFC is committed to providing safe schools that create a supportive learning environment to ensure that it maximizes the limited resources of the District to meet the needs of every school. In delivering services and much needed capital improvements to schools, the OFC engages each school community in a manner that meets the third goal. Some of the District’s values, which directly relate to services provided by the OFC include positive stakeholder involvement, holding everyone to the highest ethical standards to achieve excellence, high-quality customer service, and valuing the diversity of our community.

The OFC, along with Physical Plant Operations (PPO), must ensure that facilities meet the operational needs of 241 schools serving nearly 270,000 pre-kindergarten to twelfth grade students and approximately 175,000 adult students. In meeting the needs of schools, OFC and PPO manage the maintenance, repairs, and improvements of the portfolio of facilities in an effective and efficient manner as trustees of public assets. In order to clearly identify and prioritize the needs of schools, the District completed a high-level Facility Condition Assessment (FCA) and a corresponding 5-Year Capital Plan. OFC’s primary objective will be the management of the 5-Year Capital Plan, while the Physical Plant Operations Department’s primary objective will be to move from “reactionary repair” mode to life cycle management of assets as the Capital Program stabilizes the portfolio of facilities.

1.2 Broward County Public School’s Objectives in Retaining Owner’s Representatives

In order to be effective in meeting the facility and operational needs of the Schools, in a prioritized, transparent, and resource conscious manner, the District must forge the capital projects of its Schools into a coherent program. There is a need for coordination and synergy at each point in the process of planning, designing, and building capital projects for this District. Moreover, there is a need to achieve this coordination through means that are both flexible and cost-effective. The District has determined that engaging the assistance of a team of construction industry professionals organized in two Program Manager - Owner’s Representative (PM) agents is the most flexible, cost-effective means to achieve the coordination and synergy necessary to meet the demands of the Schools. A PM offers flexibility through its capacity to engage professionals with specific expertise at appropriate points in the planning and implementation of projects. This is also cost-effective in that staffing is scalable according to the volume of work in the Program; thereby limiting the District’s financial liability during periods when volume does not require an extensive staff. Scalable staffing is of interest to the District as the capital needs, and available funding, varies from year to year.

The PMs will also enhance the District’s efficiency by keeping the District current with the latest developments in management systems and practices. For flexible staffing to be effective, there must be a core set of systems in place that enables both the owner’s representatives and the District’s professionals to contribute their knowledge and work product to, and resource information from, a central, coordinated repository of data. As such, the District has selected e-Builder for the project management software as the central repository of data for the Capital Program. The PM shall utilize e-Builder program/project management system for all project-related activities. By implementing, maintaining and upgrading e-Builder, the District’s management information systems appropriate for the District’s projects, the owner’s representatives will facilitate the efficient and effective use of information throughout the District’s capital projects. Through benchmarking the best practices of project management on a local and national scale, the PM will assist the District’s senior management in establishing metrics that will identify areas where the Capital Improvement Program is functioning efficiently, and areas that require improvement.

The District expects the members of the PM to apply their professional expertise, experience, judgment and information management systems in a manner that will facilitate the District's efforts to develop, maintain and enhance the relationships necessary to meet the District's purpose and objectives. The remainder of this Scope of Services is organized into three general categories. The first focuses on a Capital Program Overview, which the PM will be assigned a portion of to manage. The second focuses on relationships within the Capital Program and the responsibilities of the PM in these relationships. The third section addresses certain tasks and functions of the PM in more detail.

2. Capital Program Overview

2.1 Introduction

An \$800 Million General Obligation Bond was passed by voters on November 4, 2014. The proceeds of this bond are being utilized for capital improvements and to purchase technology for teachers and students. To ensure equity among schools regarding Broward County Public Schools SMART (Safety, Music & Arts, Athletics, Renovation, and Technology) initiative, a Facility Needs Assessment was conducted Districtwide. The Needs Assessment provided an objective, data-driven overview of the District as a whole, as well as a strategic planning tool for prioritizing the most critical needs facing our schools for safety and security; repairs and renovations; and technology and technology infrastructure.

The role of the PM is to manage, from the current status of the project (which may include 100% design phase) through to commissioning and closeout, assigned capital projects as proposed as part of the 2014 General Obligation Bond (GOB) referendum. The PM, in its management of the District's capital projects acts as the District's representative and actively seeks to identify issues and resolve issues. Where issues cannot be resolved by the PM, the PM's responsibility as the manager of projects is to provide options, and/or recovery plans, to the Capital Programs Department ("OFC") for review and direction. Capital projects include those currently proposed within the GOB, additional projects identified during the term of the contract, and a variety of planning and assessment services as required by the District to develop and execute an effective capital program.

The Capital Program ("Program" or "Capital Program") shown in the Adopted District Educational Facilities Plan (ADEFP) is based upon the assessment of critical facility needs as determined through an FCA of all facilities within the District. The Program is planned at over \$1.3 Billion and is expected to be executed from 2015 through 2023, with some projects' construction and/or closeout extending into 2024. The PM will be expected to manage the subset of projects of this Program and in a manner to holistically address the needs of the District's portfolio of facilities. Detailed expectations are more fully discussed in Sections 3 and 4.

2.2 Capital Program Scope

The Program is comprised of a variety of renovation and new construction projects with the preponderance of scope focused on the exterior envelope, HVAC, and life safety systems. The PM will be responsible for the successful development and execution of these projects along with other similar projects as needs are identified and funding becomes available. While the Program has an established sequencing, the PM will be responsible for continually reviewing and making recommendations to optimize the sequencing of the assigned portion of the program considering changing external and internal conditions and needs of the District. Furthermore, the PM will be responsible for effectively communicating with the numerous stakeholders of school capital renovation projects. For all assigned projects, the PM should expect to manage the projects from current status through turnover to both the School and the Physical Plant Operations Department. Most of the design effort has been completed, but a significant amount of construction remains. For additional information on the scope of the individual projects, review the Bond Oversight Committee (BOC) quarterly reports ([click here](#)) & ADEFP ([click here](#)).

As such, the PM should demonstrate capabilities in a wide range of renovations in facility portfolios of a similar nature to that of the District's. The PM should also demonstrate capabilities in managing renovation work within operating facilities. Demonstrated capabilities to provide high quality customer service to facility stakeholders will be critical to the success of the PM and the overall Program.

3. Capital Program Relationships

3.1 PM Relationships with the District Senior Management

In a support role to the District's Senior Leadership Team, the PM staff will have a direct, working relationship with several senior members of the District, but will report on a day-to-day basis to OFC staff. The District's Senior Leadership Team will be relying upon the PM staff to:

1. implement project management processes as determined by OFC that coordinate and integrate the District's projects into a program;
2. work to improve and coordinate the District's relationships with regulatory agencies, municipal agencies, Schools and the public where applicable;
3. anticipate and identify issues;
4. provide prompt and comprehensive notice of issues as they arise;
5. work with OFC staff to identify those issues which require the input of District management, and those issues which are resolvable by the PM;
6. furnish accurate and timely information regarding the progress of projects and emerging issues;
7. offer options for responding to issues and needs as they arise, and do so in a manner that assesses the risks and opportunities afforded by those options;
8. implement decisions made by District management; and
9. report promptly and thoroughly on the consequences of implementation.

The District expects the PM staff to perform the functions listed above in a manner that brings the entire weight of the PM's professional experience, expertise and judgment to bear. Moreover, the District expects the PM to perform these functions in a manner that supports and facilitates the District's management operations as a collaborative team, and in particular as a team in which each of the members understands its role, and respects and appreciates the roles and contributions of other team members. Finally, the District expects the PM to take primary responsibility for coordinating the relationships between the team members responsible for planning, design, construction, controls and administration in a manner that is consistent with best practices in the pertinent industry, and which facilitates prompt, complete and smooth hand-offs from one function to the next, thereby minimizing gaps and/or delays in the progress of the Program.

The PM shall provide a scalable staffing structure which is responsive to the variability and seasonality expected in a capital program. This structure, while providing the appropriate and necessary amount of responsiveness to the District's Capital Program, shall do so in a manner which consistently meets the expectations of the relationship just described. Although there is a need for adaptation of staffing, the PM shall have a consistent Lead for the term of the contract. The PM Lead is wholly responsible for the relationship between the PM and the District, and the District considers the PM Lead to be a crucial member of its Capital Program, with a particularly important role in the mobilization of the PM. The District expects the PM Lead to identify and, as needed, work with the District's Facilities & Construction staff and Executive Director, Capital Programs, to initiate critical relationships within the District and between the District, the ORs and schools. Moreover, the District expects the PM Lead to assist and augment the efforts of the Executive Director, Capital Programs to instill the sense of collective identity and collegiality among all members of the Program necessary for the successful operation of the Program. (LOOK AT THE LAST SENTENCE)

3.2 Relationships within the PM

The District expects the PM Lead to direct the day-to-day operations of the PM and to ensure that each individual within the PM: 1) understands his or her role and responsibilities; 2) performs the tasks required by that role and those responsibilities in a manner consistent with the purpose and objectives of the District; and 3) administers the operation of the PM in an engaged, open, and professional manner. If any member of the PM team is not performing, the PM Lead will be notified of the nonperformance issue and the need for it to be corrected immediately. Changes to the staffing of the PM team during the term of the contract are to be presented to the Executive Director, Capital Programs for review and approval prior to staff changes or new assignments.

3.3 Relationships with the District (Planning through Closeout)

The PM staff reports directly to the PM Lead, with principal day-to-day responsibility for the planning and design functions assigned to the PM. OFC staff will facilitate planning efforts, and the PM preconstruction staff will both serve as a resource in support and monitor conceptual design to ensure compliance with Program standards and continuity in project design. The District expects the PM staff to distinguish between project-driven and programmatic changes to a design, to track each set of changes appropriately, and to ensure that the distinction between project and programmatic changes is maintained throughout the District's planning and design processes (i.e. ensure that programmatic changes are appropriately addressed within each project, while project-specific changes do not become program-wide practices). The PM staff is expected to evaluate the

available procurement methods on a per project basis and make a formal recommendation to OFC, which provides support that demonstrates the best balance of cost, timeliness, and quality. The District currently utilizes five methods of procurement:

1. Design-Bid-Build;
2. Construction Manager at Risk;
3. Continuing Services;
4. Design-Build;
5. A hybrid method including any of the previous methods along with in-house construction staff.

The PM staff will support OFC in the selection of design professionals of record, where applicable to the selected procurement approach, and work closely with OFC staff to manage each project's transition from planning to design. Once a design professional for a project is selected from the qualified pool of designers, the PM staff will assume the lead in managing the project, and OFC staff will serve as a resource to the design team for each project. When a design-build project delivery method is approved to procure the project, the PM shall develop the necessary design criteria package as part of its management of design development.

OFC staff will be relying upon the PM staff to:

1. implement Program and project management processes that coordinate and integrate the District's projects into a program;
2. anticipate and identify issues;
3. work with OFC staff to identify those issues which require the input of District management, and those issues which are resolvable by the PM;
4. provide prompt and comprehensive notice of issues as they arise;
5. furnish accurate and timely information regarding the progress of planning and design activities, along with any emerging issues;
6. offer options for responding to issues and needs as they arise, and do so in a manner that assesses the risks and opportunities afforded by those options;
7. implement decisions made by District management;
8. report promptly and thoroughly on the results of implementation;
9. provide constructability reviews during the design phase of each project;
10. ensure the timely and effective closeout and commissioning of all projects;
11. communicate and incorporate lessons learned throughout the Program; and
12. engage in professional activities within the planning, design, construction, and construction management communities such that the PM will be able to keep the District informed of current trends, developments and best practices within those communities.

3.4 Relationships with Schools

OFC provides planning, design, and construction services for all facilities within the District's portfolio. The District expects the PM to be essential to its efforts to deliver timely, cost-effective and productive services to Schools. The nature of the PM's relationship with Schools and Instructional Departments will be somewhat different during the pre-construction and construction phases of project delivery.

The District expects the PM to work closely with the District staff in eliciting the details of the Schools' and administrators' requirements from the appropriate individuals within instructional departments. The District also expects the PM to work closely with the District in developing projects that are responsive to those requirements, and reporting on the progress of the design. Most importantly, the District is relying upon the PM to facilitate the prompt and complete turnover of assigned projects from planning to design, design to construction, and construction through close-out.

In order for the Program, and the projects within the Program, to progress efficiently and expeditiously, the PM must provide the District with planning and design processes that engage the Schools when necessary, where necessary and to the degree necessary in order to meet the Schools' requirements. Those processes must have definite points of departure, clear rules of engagement, and precise conclusions such that stakeholders involved in each process understand their roles, responsibilities, deliverables, and milestones or deadlines. The goal of the processes is to not only secure the input of the Schools to produce construction documents that are acceptable and suitable for bidding, but to do so in a manner that renders the turnover of a project from design to procurement and construction an essentially in-house, administrative function of the District. In other words, the school's needs, issues and concerns will have been raised and effectively addressed during the project charter

process and design phases so that there is clear consensus among all involved that the project in question is ready to proceed to construction.

The District is relying upon the PM to develop, implement, and effectively execute its planning and design processes. The District is also relying upon the PM to assist OFC in consistently implementing and enforcing the policies and procedures that comprise those processes with respect to the District's, PM's and Schools' personnel. As such each PM shall actively engage the District's Cost and Program Control Consultant Team and OFC staff to evaluate and implement continuous improvements to the procedures of the Program to effectively and efficiently meet desired outcomes. It is only through consistent execution of these processes that a collection of projects will become a Program.

As substantial completion of a project approaches, it is anticipated that the School and the Physical Plant of Operations (PPO) department will become more active at the jobsite as commissioning and turnover of the project begins. As PPO provides the maintenance and operations of all facilities, the PM will be working closely with PPO to ensure a smooth transition. The District expects the PM to work closely with the School and PPO to:

1. achieve timely completion of base contract work and punch list work;
2. commission building systems according to the plans, specifications and manufacturers' instructions;
3. assist with fixtures, furnishing, and equipment as required;
4. coordinate with the District staff in managing the logistical aspects of staff moves and relocations; and
5. turn the project over to PPO staff at the time and in the condition which meet all stakeholder's stated objectives and expectations.

3.5 Relationships with Project Design Professionals and Contractors

The PM will have direct day-to-day responsibility for the oversight and management of the District's design professionals and contractors awarded projects. In establishing this Program, the District must be a client of choice for design professionals and contractors in the South Florida construction market. The District expects the PM to facilitate achieving this goal through:

1. the implementation of clear and thorough procedures for each phase of project delivery;
2. consistent and fair implementation of the procedures;
3. supporting District staff efforts in developing, managing and maintaining qualified pools of vendors;
4. timely review of invoicing for all vendors; and
5. developing working relationships with the design and construction providers in the South Florida market that are predicated upon respect and trust, that support the free flow of ideas and innovation, and that consistently demonstrate to design professionals and contractors that their ideas and concerns will not only be heard but addressed in a mutually beneficial manner.

3.6 Relationships with Other Consultants providing the District management services

Each PM is expected to actively support the program controls and procedures as set forth by District staff, or by its assigned agent. While each PM will be assigned discrete and independent projects that comprise the Program, the District expects each PM to focus on delivering their assignments with fidelity to the District's plan of a single cohesive program delivering critically needs improvements to all schools in Broward County. As such, a PM is expected to develop working relationships District staff and its agents that are predicated upon respect and trust, that support the free flow of ideas and innovation, and that consistently address issues in a manner that ensures the District's best interest are primary to all actions.

The District will be relying upon the PM to:

1. implement Program and project management processes that coordinate and integrate the District's projects into a program;
2. anticipate and identify issues;
3. work with OFC staff, or other assigned agents thereof, to identify those issues which require the input of District management, and those issues which are resolvable by the PM;
4. provide prompt and comprehensive notice of issues as they arise to the appropriate District Staff or its assigned agent;
5. furnish accurate and timely information regarding the progress of projects to the Cost and Program Controls manager;
6. offer options for responding to issues and needs as they arise, and do so in a manner that assesses the risks and opportunities afforded by those options;
7. implement decisions made by District management;
8. report promptly and thoroughly on the consequences of implementation; and

9. incorporate lessons learned from the work of the Program, regardless of which agent of the District has gleaned such lesson so that the continued planning, design, and construction work of the District is clearly viewed as an effective continuous improvement process.

4. Functional Responsibilities of the PM

4.1 Introduction

The District expects the PM to perform all the tasks necessary to meet its standard of care and to do so in a manner that is consistent with that standard of care and the objectives and expectations of the District. The PM is expected to take a system approach to contribute to the optimization of the overall Program, not simply particular tasks or components thereof. Without limiting the previous, there are several PM functions that, due to their critical position within the project and/or Program delivery process, or the sensitive nature of the function itself, will be addressed in more detail in this section. The District is relying upon the PM's professional expertise and knowledge with respect to the activities and tasks that need to be performed in order to accomplish the District's objectives. The following items in this section are not to be considered exhaustive of the service the PM may be called upon to provide. Respondents must specifically address each of the items in the following sections in their Qualifications Statement of services and are encouraged to expand upon the section below and/or provide additional or innovative value-added services based upon their own unique expertise and knowledge. The PM is expected to utilize the e-Builder program/project management system for all project-related activities.

4.2 Program Controls

The District is relying upon the PM to provide accurate, current information regarding the status and progress of assigned projects that comply with the procedures and control systems of the District. The importance of control systems with respect to design and construction is well understood. Their significance for program and project planning is often less clear. It is of primary concern to the District, therefore, that the PM works closely with OFC, or its agent, to ensure that planning processes are appropriately informed by the District's experience, in addition to the industry expertise of the PM. It is equally important to the District that the PM understands that the budgets and schedules produced in the planning process become the parameters of the control systems for the balance of each project's life. The District expects the PM to effectively participate in the controls systems to facilitate the thorough, effective movement of each project through each step of the program, and to do so in a manner that causes all stakeholders, whether administrative District employees, school based staff, contractors or consultants, to buy in and commit to the use of the controls systems and the program they represent. The following items in this section are not exhaustive and respondents are encouraged to build upon the remainder of this section with their expertise and knowledge.

4.2.1 Schedule Controls

The PM is responsible for developing and maintaining project schedules. The schedule will show each of the District's projects assigned to the PM and provide milestones for each major phase of a project, including at a minimum: planning, design, procurement, construction, and closeout. Each schedule must show the current status of each project, the phases that have been completed, and the target dates for the phases yet to be commenced. As part of its program controls solution the District expects the Program Schedule will be linked to the project schedules which will provide a more detailed breakdown of the actions required for the progress of each project. The PM will ensure that the schedule proposed minimizes any impact on the instructional operations of each school, through a collaborative process of engaging all school-based stakeholders at the initiation of the planning process. The PM will provide a report which states the assumptions, risks and reasons for the project milestones presented in project schedules as part of establishing an approved schedule.

The District understands that building a schedule is a critical element in the planning of a project. Accordingly, the District expects each initial project schedule, to include the planning and refining of the pertinent objectives and milestones among the items to be tracked. The District, or its agent, will collaboratively integrate and revise project level schedules into a single program schedule, which minimizes risk, maximizes resources and still meets projects-based objectives. Although some planning or assessment efforts may not move forward as a funded project, it is still imperative to schedule and track these pre-project/pre-construction efforts with planning schedules. A program level schedule will be established prior to establishing project level schedules to ensure that project schedules are properly coordinated into the master program plan.

The PM will, accordingly, prepare project schedules, which commence with a fully approved project charter (approved by all project stakeholders and the Facilities & Construction Management Team) and track activities and milestones through the completion and turnover of the project to the school and the PPO staff. The PM will provide timely project updates indicating the

progress, or lack thereof, of each project on a regular basis determined by OFC. The District expects the PM to provide OFC with the most prompt notice possible of any slippage or delays on a project. The notice will, to the extent possible, explain the delay. If the reasons require further inquiry by the PM, the notice will indicate as much and will provide a timeframe for the provision of the explanation. The PM will also provide OFC with an action plan for addressing the slippage, recovery plan, within a reasonable period subsequent to the determination of the cause of the delay.

4.2.2 Budgeting and Cost Control Process

The PM shall be responsible for the timely update of expenditures and forecasted costs based upon the current progress and or challenges of each project. The District may request that a planning or project definition service be provided for a prospective project and may provide a limited amount of funding for this purpose. Whether the District provides a planning budget or an overall budget amount for a project, the PM will work with the OFC to:

1. allocate the amount provided between the various components of the project;
2. provide timely updates on expenditures and forecasts during planning, design, and construction; and
3. implement measures that will provide prompt notice to the District with respect to circumstances that might require changes to a project's budget.

The PM is expected to utilize each project charter as a means for establishing clear expectations and controls on the sources and uses of the project budget. The final project cost, as compared to the project charter budget, is a key metric upon which the District will inform the evaluation of the effectiveness of the PM's project management services.

The relationship between the project's construction budget and expenditures during construction is of concern to the District. The District expects the PM to track payments to the general contractor in conjuncture with the progress of the Work and to provide prompt notice to OFC or its agent when a payment request exceeds progress.

4.2.3 Change Management

The District sees the change management process as a critical and project long effort to control costs and quality. The PM is expected to deploy the District's program-wide change management process. The District recognizes that changes and discovered conditions are a reality in renovations of the District's portfolio but also recognizes that appropriate due diligence prior to beginning design, and especially before construction, are the most effective means to mitigate budget overruns in the Capital Program while also ensuring that completed projects meet their Charter's standard of quality. The District expects the PM to closely monitor and report on the impact of changes to the project's scope and schedule concerning the project's budget. This includes, beyond designer or contractor changes, the additional costs incurred by the District and PM for the management of the project, as in the event of negligent or dilatory performance by the general contractor, such costs may be charged against that general contractor.

4.2.4 Knowledge Management

In addition to the PM bringing current industry best practices to bear in all its services, the PM is to participate in the District's system to collect and codify processes and practices utilized in the implementation of the Capital Program. The system deployed by the District, or its agent, shall ensure that the experience gained in executing the program becomes common knowledge of the organization through a clear process of capturing, retaining, and sharing information, regardless of changes in staff, process or technology. The PM should anticipate that the knowledge management system deployed will go beyond a latent system of collecting information and be robust enough in its workflows for lessons learned to be imposed on the ongoing program as part of a continuous improvement model.

4.3 Project Management Methodology

4.3.1 Introduction

The PM shall provide a project management methodology, which optimizes resources, controls quality, and ensures the timely delivery. It is important to note that not all projects assigned to the PM will necessarily result in construction. Projects may include the development of space planning studies, facility assessments and feasibility studies on an as needed basis. The PM's project methodology must address the need to manage a variety of project types within its overall assignments. This methodology shall

address the unique needs of each phase of a project, including conception/planning, definition/design, procurement, execution/construction, and closeout with a clear set of actionable procedures and policies. The PM is expected to integrate into their project methodology a process of gatekeeping, between each phase, to assess, report, and mitigate project and program risk. The PM is expected to utilize the e-Builder program/project management system for all project-related activities.

4.3.2 Mobilization Plan

The awardee will be undertaking its first projects as part of the GOB in August of 2020, and as such, respondents shall propose a detailed mobilization plan. The mobilization plan must clearly demonstrate that the respondents recognize that time is of the essence, provide a timeline with key activities and that its staff can be engaged and fully functioning within the program in no more than 30 days from an award.

4.3.3 Staffing/ Responsibility

The awardee is expected to provide and maintain a Responsible, Accountable, Consult, Inform Matrix (R.A.C.I.) that includes both its staff and the staff of its subconsultants.

In addition to the staff required to manage the Program, the PM may be required to provide staff augmentation for the Procurement & Warehousing Services Department, the Economic Development & Diversity Compliance Department, and The Office of Capital Programs.

4.3.4 Project Charter

As part of the definition and design phases of each project, the PM will be required to engage both OFC and the School, where applicable, to develop a clear set of objectives that address all stakeholder requirements within the resource and time constraints. The charter will serve as a baseline upon which to measure the overall effectiveness of the PM's service, the quality benchmark for the project, and establish clear expectations for all stakeholders.

4.3.5 Design Management

The PM shall provide management of the design process from project definition through the completion of pre-construction on an as needed basis. The PM team shall be fully capable of developing design criteria packages for projects which are assigned to the PM when necessary. The design criteria packages shall provide a clear scope of work upon which design builders or design professionals can propose and develop projects. As part of the budgeting process, the PM shall ensure that the design professional (or other design entity) produces a design that is within the established construction budget for the project in question. The PM shall implement the District's robust process to control changes during the design that necessitates a change in the project budget

Furthermore, the PM shall establish a clear understanding of the cost drivers of the project prior to the development of completed construction drawings. This should include understanding the risks related to the scope of work in question and taking the appropriate steps to assess such risks, such as destructive testing and environmental sampling. Furthermore, the PM shall incorporate collaborative constructability reviews into their design review process to further mitigate the occurrence of foreseeable changes during construction.

4.3.6 Master Project Specifications and Guidelines.

The PM is expected to actively contribute to the District's initiative to continuously improve the master program standards to avail itself of current industry standards and evolving best practices. The process of developing these standards is expected to be iterative and collaborative between the PM, OFC, PPO, Design Professionals, and other applicable District departments for the duration of the program.

4.3.7 Procurement Management

The PM will serve as a key team member in ensuring the Program is continuously and consistently engaging the contractor and design professional community within South Florida, to maximize participation and competition. The PM's management of the

projects shall also include a timely, consistent, and transparent vendor evaluation procedure that seeks to foster continuous improvement rather than simply penalties.

The PM shall also provide to OFC a recommended procurement strategy from the five (5) delivery options available to the District for each project within the context of the project and overall program objectives. Respondents should explicitly define a process by which these recommendations are to be made but shall minimally include a risk assessment of the procurement/ project options along with an optimization of cost, time, and quality.

4.3.8 Construction Oversight

The PM's project managers will be responsible for the day-to-day management of the District's projects during their respective construction phases. The District expects the PM to provide a project construction schedule developed and maintained by the general contractor (where applicable). The District also expects a project schedule furnished by the PM, which links the milestones of the general contractor's construction schedule. The PM is expected to also maintain logs/documentation of, including, but not limited to, project budget, contractor payments, requests for information, responses to requests for information, field orders, change orders, quality deficiency reports, safety incidents, claims, EEO compliance, M/WBE compliance, and testing. As such, the PM shall both track compliance and implement project assignments which ensure goals are met. As part of building quality into each construction project from the start, the District is interested in construction management methodologies and commissioning strategies, which eliminate protracted project closeouts and reliance on acceptance by the Authority Having Jurisdiction (AHJ) and punch list process alone.

4.3.9 Operational Integration

All projects executed as part of the Capital Program shall do so with a full understanding of the complete life cycle of systems impacted by each project. The PM shall, therefore, ensure that ongoing operations and maintenance, along with life cycle costs, are integrated during the definition stage of each project and delivered as part of each project's closeout. The PM's professional expertise, combined with a robust set of master specifications and guidelines, shall be complemented by engaging and collaborating with PPO to ensure a seamless transition from the closeout of the project to ongoing operations.

4.3.10 Performance Evaluation

PROGRAM EVALUATION

The PM shall, on a monthly basis, provide an executive summary of the performance of the program, while collaborating with the Cost and Program Controls team to ensure no duplication of efforts. The District has identified Standard Operating Procedures (SOPs) and categories of metrics, which respondents shall support, evaluate against benchmarks, and build upon based upon their professional expertise/industry best practices.

PM EVALUATION

The following categories, along with metrics specifically called out in this document, will be a basis of evaluating the performance of the PM:

1. schedule adherence,
2. budget versus cost,
3. request for information rates,
4. change order rates,
5. vendor performance,
6. stakeholder satisfaction and
7. project quality adherence.

Below is a summary of deliverables within the Scope of Work:

4.2.1 Schedule Controls (Program & Project - Planning, design, procurement, construction & close-out)

- A. Develop Baseline Schedule (Project/Program)
- B. Maintain Monthly Schedule Updates (Project/Program)
- C. Variance analysis Schedule / Budget slippage

4.2.2 Budgeting & Cost Control Process

- A. PFA Project Budget
- B. Evaluation of Pay Req.
- C. Prompt Notice of Budget over-run
- D. Project Charter as Baseline
- E. Charter - Metric for Program Evaluation
- F. Earned Value Project Management

4.2.3 Change Management

- A. Report & Monitor Impact of Changes (Integration Management) (Quality, Scope, Schedule & Budget)

4.2.4 Knowledge Management

- A. Collect and codify Processes & Practices
 - a) Industry Best practices
 - b) Lessons learned (Log)

4.3.1 Project Management Methodology Plan

- A. Methodology Plan
 - a) Conception /Planning Management Plan
 - b) Definition / Design Management Plan
 - c) Procurement Management Plan
 - d) Execution / Construction Management Plan
 - e) Risk Management Plan
 - f) Close-out Management Plan

4.3.2 Staffing / Responsibility Matrix

- A. Responsible, Accountable, Consult, Inform Matrix (R. A. C. I.) Matrix

4.3.4 Project Charter (Stakeholder & Sponsor approvals)

- A. Assumptions
- B. Risks & reasons for Project milestones
- C. Milestone baseline schedule
- D. Budget

4.3.7 Procurement Management

- A. Vendor evaluation procedure
- B. Procurement delivery method matrix

4.3.10 Performance Evaluation

- A. Monthly executive summary of Program performance

- a) Schedule adherence
 - b) Budget vs Cost
 - c) RFI Rates (Logs)
 - d) Change Order Rates
 - e) Vendor performance
 - f) Stakeholder satisfaction
 - g) Project Quality Adherence
- B. Contractor's Progress Payments
 - C. Responses to RFI's
 - D. Field & Change Order root causes
 - E. Quality deficiency & Building Dept. inspection reports
 - F. Safety incidents
 - G. Claims
 - H. EDDC / M/WBE compliance
 - I. Material Testing



The School Board of Broward County, Florida
Office of Facilities & Construction
2301 N.W. 26th Street
Fort Lauderdale, Florida 33311

(754) 321-1500

Authorization To Proceed
Check One: PSA / CSA / Term

Project No.:		Date:	
Location No.:		SBBC P.O. No./Line No.:	
Project Title:		RFQ No.:	
Facility Name:		Project Manager:	
Project Consultant:		ATP Start Date (Day1):	

Under the provisions of your continuing term contract for professional services, you are hereby authorized to proceed with the following services for the project referenced above.

- | | | |
|---|---|---|
| <input type="checkbox"/> Schematic Design | <input type="checkbox"/> Design Development | <input type="checkbox"/> Construction Documents |
| <input type="checkbox"/> Bidding | <input type="checkbox"/> Construction Contract Administration | <input type="checkbox"/> Warranty |
| <input type="checkbox"/> Other Services: | Attached: | |

This Authorization to Proceed is subject to the following attachments:

- Attachments:
- Pre-Construction Services and Fee Schedule (CMAR Only)
 - Executed A.R.F. (Agenda Request Form)
 - Professional Services Required
 - Project Schedule
 - Professional Fees
 - Previous ATP's

The scope of the required services is specified on the Professional Services Required with a Fixed Limit of Construction Cost (FLCC) for this project as indicated below:

Original FLCC	Current Cost Estimate	Revised FLCC by ATP
\$ _____	\$ _____	\$ _____

The following professional services will be provided by the Project Consultant as a normal part of its Basic Services for the Project listed above:

Item	Discipline	Description
1		
2		
3		
4		
5		
6		
7		



The School Board of Broward County, Florida
 Office of Facilities & Construction
 2301 N.W. 26th Street
 Fort Lauderdale, Florida 33311

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Authorization To Proceed

Project Schedule

Project No.: _____ Project Title _____

Location No.: _____

Facility Name: _____

Project Consultant: _____

The required project schedule milestones for this project are presented below. (Mandatory)

ACTIVITY – Must Match (PSA/CSA/Term Per RFQ Phasing Plan) # Days per PSA/CSA/Term RFQ Schedule Final Negotiated Schedule	Date Required Or Estimated Time Period Start	Finish
Phase I – Scope Validation	Day 1	Day
Phase I – Plan Review	Day	Day
Phase I – Schematic Design	Day	Day
Phase I – Plan Review	Day	Day
Phase II – Design Development Submittal – 30% CDs	Day	Day
Phase II – Plan Review	Day	Day
Phase III – Construction Document – 50% CDs	Day	Day
Phase III – Plan Review	Day	Day
Phase III – Construction Document – 60% CDs	Day	Day
Phase III – Plan Review	Day	Day
Phase III – Submittal – 90% CDs	Day	Day
Phase III – Review – 90 % CDs	Day	Day
Phase III – Submittal – 100% CDs	Day	Day
Phase III – Review – 100% CDs	Day	Day
Phase III – Bldg. Dept. Review – 100% CDs	Day	Day
Plan Revision / Re-Submittal to Bldg. Dept. –	Day	Day
Bldg. Dept. Follow-up Review –	Day	Day
Plan Approval –	Day	Day
Procurement & Award/Bidding	Day	Day
Construction Through Close-out (Contract Administration) –	Day	Day
Warranty –	Day	Day



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 Fort Lauderdale, Florida 33311

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Consultant's Authorization To Proceed
Professional Fees

Project No. & Location No.: _____ Project Title: _____

Facility Name: _____

Project Consultant: _____

Phase Must Match PSA/CSA/Term RFQ	Original Basic Fee	Fee Authorized by ATP		Fee Previously Authorized		Fee Balance	
Phase I – Scope Validation	\$	\$	%	\$	%	\$	%
Phase I – Schematic Design	\$	\$	%	\$	%	\$	%
Phase II – Design Development Submittal – 30% CDs	\$	\$	%	\$	%	\$	%
Phase II – Construction Document – 50% CDs / 60% CDs	\$	\$	%	\$	%	\$	%
Phase III – 90% CDs	\$	\$	%	\$	%	\$	%
Phase III – 100% CDs	\$	\$	%	\$	%	\$	%
Pre-Construction Services (CMAR Only)	\$	\$	%	\$	%	\$	%
Phase IV - Procurement & Award/Bidding	\$	\$	%	\$	%	\$	%
Phase V – Construction Through Close-out (Contract Administration)	\$	\$	%	\$	%	\$	%
Phase IV – Warranty	\$	\$	%	\$	%	\$	%
Allowance – Document Reproduction	\$	\$	%	\$	%	\$	%
Allowance – Specific Purpose (list) Site Survey, GPR, Other	\$	\$	%	\$	%	\$	%
Allowance – Non-Destructive / Destructive Testing	\$	\$	%	\$	%	\$	%
Supplement Services	\$	\$	%	\$	%	\$	%
Total	\$	\$	%	\$	%	\$	%

Payment for these services shall be made in accordance with the provisions of the Professional Services Agreement

Approved By Consultant				Certified by SBBC			
Name:				Name: Shelley N. Meloni			
Title:				Title: Director, Pre-Construction			
Signature:	_____	Date:	_____	Signature:	_____	Date:	_____
Certified By SBBC / Owner's Representative				Approval by SBBC			
Name:				Name:			
Title:				Title:			
Signature:	_____	Date:	_____	Signature:	_____	Date:	_____

This document is part of the Professional Services Agreement for Open End Services between The School Board of Broward County, Florida (Owner) and the Project Consultant and is incorporated by reference into the terms and conditions of that agreement.

ACH Payment Agreement Form (ACH CREDITS)

VENDOR NAME:

Authorization Agreement

I (we) hereby authorize **The School Board of Broward County** to initiate automatic deposits (credits) to my account at the financial institution named below. Additionally, I authorize **The School Board of Broward County** to make the necessary debit entries/adjustments in the event that a credit entry is made in error.

Further, I agree not to hold **The School Board of Broward County** responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until **The School Board of Broward County** receives written notification of cancellation from me or my financial institution and that the origination of ACH transactions to my (our) account must comply with the provisions of U.S. law.

Account Information

Name of Bank or Financial Institution: _____

Branch/ State: _____

Routing No: _____

Account No: _____	Checking <input type="checkbox"/>	Savings <input type="checkbox"/>
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VENDOR AREA: Remittance Confirmation: (please select one) _____	Fax <input type="checkbox"/>	Email <input type="checkbox"/>
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Federal Identification No. Vendor _____	TAX ID# <input type="checkbox"/>	SS# <input type="checkbox"/>
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Update Purchase Order Fax & Email Address

Centralized Fax Number _____ Dept. _____

Centralized Email _____ Dept. _____

Centralized Phone No. _____ Dept. _____

Signature

Authorized Signature
(Primary) and Business title: _____ Date: _____

Authorized Signature
(Joint) and Business title: _____ Date: _____

Please attach a VOIDED check to verify bank details and routing number.

This form must be returned to: SBBC – Purchasing – Data Strategy Group
7720 W. Oakland Park Blvd, Sunrise FL 33351 call: 754-321-0516 or fax # 754-321-0533

For Use by DATA STRATEGY GROUP

Vendor Account# _____ Date Entered _____ Initials: _____

School Board of Broward County
ACH payment agreement form

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AGREEMENT

THIS AGREEMENT is made and entered into as of this ____ day of _____, 2020, by and between

THE SCHOOL BOARD OF BROWARD COUNTY, FLORIDA

(hereinafter referred to as “SBBC”),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
600 Southeast Third Avenue, Fort Lauderdale, Florida 33301

and

[VENDOR’S FULL NAME]

(hereinafter referred to as “VENDOR”),
whose principal place of business is

[VENDOR’s address]

WHEREAS, SBBC issued a Request for proposal identified as RFQ FY20-192 – Program Manager – Owner’s Representative Services dated and amended herein referred to as “RFQ” all of which are incorporated by reference as if fully set forth herein for the purpose of receiving proposals for Program Manager – Owner’s Representative Services; and

WHEREAS, VENDOR offered a proposal dated (hereinafter referred to as “Proposal” which is incorporated by reference herein) in response to this RFQ; and

WHEREAS, VENDOR is willing to provide Program Manager – Owner’s Representative Services as more fully described in the Scope of Services of the RFQ.

NOW, THEREFORE, in consideration of the premises and of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

ARTICLE 1 - RECITALS

1.01 **Recitals.** The parties agree that the foregoing recitals are true and correct and that such recitals are incorporated herein by reference.

1.02 **FEMA Requirements.** NOTE: Articles within this Agreement which include “**FEMA Requirements**” in the title are only applicable to services to be performed concerning disaster recovery work.

ARTICLE 2 – SPECIAL CONDITIONS

2.01 **Term of Agreement.** Unless terminated earlier pursuant to Section 3.05 of this Agreement, the term of this Agreement shall be three (3) years commencing on **[commencement date]** and ending on **[expiration date]**. The term of the contract may, at the sole discretion of

SBBC together with the agreement of VENDOR, be extended for two additional one-year periods and, if needed, 180 days beyond the expiration date of the renewal period. Procurement & Warehousing Services Department, will, if considering renewing, request a letter to renew from VENDOR, prior to the end of the contract period. Any renewal period shall be approved by the Amendment to this Agreement.

2.02 **Priority of Documents.** In the event of a conflict between documents, the following priority of documents shall govern.

- A. RFQ FY20-192 - Program Manager – Owner’s Representative Services
- B. Proposal submitted in response to the RFQ by VENDOR

2.03 **Cost of Services.** SBBC shall pay VENDOR for services rendered under this Agreement and Fee Schedule on a time and material basis with a not to exceed amount of for the of the contract. If SBBC and VENDOR desire to renew this contract for one or two additional years beyond the original term, the Fee Schedule for years may be re-negotiated with VENDOR. If there is no negotiation regarding the Fee Schedule, the Fees Schedule for years four and five shall remain the same as presented in this Agreement. Fee Schedule is defined as the maximum rate per hour or task for which services can be billed to SBBC. These listed fees are full compensation for VENDOR’s direct personnel expenses, mandatory and customary contribution, overhead costs, project costs and profit. For all services rendered, the VENDOR will be paid upon actual hourly or salaried rates paid by the VENDOR, times the actual hours worked, times a fixed multiplier of. As payments for services are based upon actual salaries paid, SBBC shall not be billed for hours worked for salaried employees in excess of forty (40) hours per week. The VENDOR shall obtain prior approval, by SBBC, for all materials and reimbursables. All SBBC approved materials and reimbursables will be paid by SBBC at actual costs as a passthrough expense. **Attachment A** is only a reference document used for the estimate of the not to exceed amount. VENDOR shall obtain prior approval of any and all staff, including their hourly rate selected for commissioning services.

2.04 **Billing Instructions and Payment.** VENDOR shall be required to bill on not less than a monthly basis, and in no event shall VENDOR submit an invoice for services and costs more than ninety (90) days after the services and/or costs occurred, otherwise such services and costs shall not be considered by SBBC and same services and costs are admitted by the VENDOR as waived and not due to the VENDOR. All costs shall be reasonable and subject to SBBC’s approval.

Additionally, VENDOR shall timely, on a monthly basis, provide SBBC with a written three (3) month look ahead document which, among other things, lists the staffing plan (including the staff rates and other fees) for the three (3) months following the date of the three (3) month plan, and the month prior to the date of the three (3) month plan. SBBC, at its sole discretion shall approve the monthly written three (3) month look ahead document prior to its implementation.

2.05 **Services:** VENDOR shall provide SBBC with services as proposed in its Proposal and in compliance with this Agreement and the RFQ and its Addenda.

2.06 **M/WBE Participation.** VENDOR shall provide for M/WBE participation during its performance of services under this contract by listing SBBC Certified MWBEs’ participation commitment percentage. set forth in the VENDOR’s proposal (**Attachment B**).

VENDOR shall obtain prior written approval from the Officer, Economic Development & Diversity Compliance Department for any replacement of any of the entities listed above. Utilizing any entity other than the ones listed, respectively will be considered a breach of this Agreement. VENDOR is subject to debarment and any other remedy available for any breaches to this Agreement.

Minority and/or Women-Owned Business Enterprise (M/WBE) Subcontracting Goals Program:

SBBC has identified a **twenty-nine percent (29%) participation goal** for Submitting Firms that subcontract with eligible SBBC-Certified M/WBE firms for at least twenty-nine percent (29%) of the total contract value. See the definition of M/WBE in Section C.2. of Policy 3330. BIPM Comment – Should the reference Section read C.2. of the Policy?

Penalties and Sanctions

In the absence of a waiver granted by the SDOP or the self-performance of a portion or all of the SBE subcontracting goal by a certified SBE proposer, the failure of a proposer to attain a subcontracting goal for SBE participation in the performance of its contract or otherwise comply with the provisions of this API shall be considered a material breach of contract, grounds for termination of that contract with the SBBC, and shall be subject to any penalties and sanctions available under the terms of the SDOP policy, its contract terms with the SBBC, or by law pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

Suspension BIPM Comment – For clarification – **Since the Goal is specific to M/WBE, should M/WBE be used below. Or is “SBE” being used in general terms?**

The temporary stoppage of a **M/WBE** firm’s beneficial participation in the District’s SDOP for a finite period of time due to cumulative contract payments the M/WBE firm received during a fiscal year that exceed a certain dollar threshold as set forth in Section (7) of the Standard Operating Procedures for this Policy or pursuant to the penalties and sanctions set forth in Section 13 of the Standard Operating Procedures for this Policy.

The SBBC Supplier Diversity Outreach Program works to increase the participation of small, minority and women-owned business enterprises in construction and purchasing contracts. It is the intent of the School Board of Broward County to have a diverse group of vendors to participate in the procurement process. The current list of SBBC S/M/WBE-Certified firms can be viewed at: browardschools.com/Page/46981.

2.07 **Inspection of VENDOR’s Records by SBBC.** VENDOR shall establish and maintain books, records and documents (including electronic storage media) sufficient to reflect all income and expenditures of funds provided by SBBC under this Agreement. All VENDOR’s Records, regardless of the form in which they are kept, shall be open to inspection and subject to audit, inspection, examination, evaluation and/or reproduction, during normal working hours, by SBBC’s agent or its authorized representative to permit SBBC to evaluate, analyze and verify the satisfactory performance of the terms and conditions of this Agreement and to evaluate, analyze and verify any and all invoices, billings, payments and/or claims submitted by VENDOR or any of VENDOR’s payees pursuant to this Agreement. VENDOR’s Records subject to examination shall include, without limitation, those records necessary to evaluate and verify direct and

indirect costs (including overhead allocations) as they may apply to costs associated with this Agreement. VENDOR's Records subject to this section shall include any and all documents pertinent to the evaluation, analysis, verification and reconciliation of any and all expenditures under this Agreement without regard to funding sources.

(a) VENDOR's Records Defined. For the purposes of this Agreement, the term "VENDOR's Records" shall include, without limitation, and any supporting documents that would substantiate, reconcile or refute any charges and/or expenditures related to this Agreement.

(b) Duration of Right to Inspect. For the purpose of such audits, inspections, examinations, evaluations and/or reproductions, SBBC's agent or authorized representative shall have access to VENDOR's Records from the effective date of this Agreement, for the duration of the term of this Agreement, and until the later of five (5) years after the termination of this Agreement or five (5) years after the date of final payment by SBBC to VENDOR pursuant to this Agreement.

(c) Notice of Inspection. SBBC's agent or its authorized representative shall provide VENDOR reasonable advance notice (not to exceed two (2) weeks) of any intended audit, inspection, examination, evaluation and or reproduction.

(d) Audit Site Conditions. SBBC's agent or its authorized representative shall have access to VENDOR's facilities and to any and all records related to this Agreement, and shall be provided adequate and appropriate work space in order to exercise the rights permitted under this section.

(e) Failure to Permit Inspection. Failure by VENDOR to permit audit, inspection, examination, evaluation and/or reproduction as permitted under this Section shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the denial of some or all of any VENDOR's claims for payment by SBBC.

(f) Overcharges and Unauthorized Charges. If an audit conducted in accordance with this Section discloses overcharges or unauthorized charges to SBBC by VENDOR in excess of two percent (2%) of the total billings under this Agreement, the actual cost of SBBC's audit shall be paid by VENDOR. If the audit discloses billings or charges to which VENDOR is not contractually entitled, VENDOR shall pay said sum to SBBC within twenty (20) days of receipt of written demand under otherwise agreed to in writing by both parties.

(g) Inspection of Subcontractor's Records. VENDOR shall require any and all subcontractors, insurance agents and material suppliers (hereafter referred to as "Payees") providing services or goods with regard to this Agreement to comply with the requirements of this section by insertion of such requirements in any written subcontract. Failure by VENDOR to include such requirements in any subcontract shall constitute grounds for termination of this Agreement by SBBC for cause and shall be grounds for the exclusion of some or all of any Payee's costs from amounts payable by SBBC to VENDOR pursuant to this Agreement and such excluded costs shall become the liability of VENDOR.

(h) Inspector General Audits. VENDOR shall comply and cooperate immediately with any inspections, reviews, investigations, or audits deemed necessary by the Florida Office of the Inspector General or by any other state or federal officials.

2.07.01 **Quarterly Evaluation.** An evaluation shall be conducted by RSM US LLP and the assigned District Staff on a quarterly basis to measure performance. Such evaluation shall be communicated to VENDOR to identify areas for betterment and shall be used as basis for continuous improvement.

2.08 **Notice.** When any of the parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBBC: Superintendent of Schools
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

With a Copy to: Director of Procurement and Warehousing Services
The School Board of Broward County, Florida
7720 West Oakland Park Blvd., Suite 323
Sunrise, Florida 33351

Executive Director, Capital Program
The School Board of Broward County, Florida
600 Southeast Third Avenue
Fort Lauderdale, Florida 33301

To VENDOR:

2.09 **Background Screening:** VENDOR agrees to comply with all requirements of Sections 1012.32 and 1012.465, Florida Statutes, and all of 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. This background screening will be conducted by SBBC in advance of VENDOR or its personnel providing any services under the conditions described in the previous sentence. VENDOR shall bear the cost of acquiring the background screening required by Section 1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to VENDOR and its personnel. The parties agree that the failure of VENDOR to perform any of the duties described in this section shall constitute a material breach of this Agreement entitling SBBC to terminate immediately with no further responsibilities or duties to perform under this Agreement. VENDOR agrees to indemnify and hold harmless SBBC, its officers and employees from any liability in the form of physical or mental injury, death or property damage resulting from VENDOR failure to comply with the requirements of this Section or with Sections 1012.32 and 1012.465, Florida Statutes.

2.10 **Liability.** This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

A. By SBBC: SBBC agrees to be fully responsible up to the limits of Section 768.28, Florida Statutes, for its acts of negligence, or its employees' acts of negligence when acting within the scope of their employment and agrees to be liable for any damages resulting from said negligence.

B. By VENDOR: VENDOR agrees to indemnify and hold harmless SBBC, its agents, servants and employees from any and all claims, judgments, costs, and expenses including, but not limited to, reasonable attorney's fees, reasonable investigative and discovery costs, court costs and all other sums which SBBC, its agents, servants and employees may pay or become obligated to pay on account of any, all and every claim or demand, or assertion of liability, or any claim or action founded thereon, arising out of the products, goods or services negligently furnished by VENDOR, its agents, servants or employees; the equipment of VENDOR, its agents, servants or employees while such equipment is on premises owned or controlled by SBBC; or the negligence of VENDOR or the negligence of VENDOR's agents when acting within the scope of their employment, whether such claims, judgments, costs and expenses be for damages, damage to property including SBBC's property, and injury or death of any person whether employed by VENDOR, SBBC or otherwise.

2.11 **Insurance.** Professional Liability (Errors and Omissions): The VENDOR shall procure a Professional Liability Insurance Policy with coverage of not less than Five Million (\$5,000,000) Dollars and a deductible, to be paid by VENDOR, of not more than Fifty Thousand (\$50,000) Dollars, providing for all sums which the VENDOR shall be legally obligated to pay as damages for claims arising out of or relating to the Work performed by the VENDOR or any person employed or acting on the VENDOR's behalf, but not limited to Subconsultants/Subcontractors, in connection with this Agreement. The insurance policy, or a policy with the same terms and conditions, shall remain in full force and effect during the project and for a period of time terminating three (3) years after final completion of the project. If the Owner, at its sole discretion, agrees that such coverage is not commercially reasonably available, the Owner may authorize the VENDOR 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. Notwithstanding any provision in this Agreement, nothing in this Agreement shall be construed as a limitation of the VENDOR's liability to SBBC.

A. **Worker's Compensation Insurance.** The VENDOR shall maintain Worker's Compensation Insurance in accordance with Florida Statutory Limits and Employers Liability Insurance with a limit of not less than Five Hundred Thousand \$500,000/\$500,000/\$500,000 (each accident/disease-each employee/disease-policy limit).

B. **Commercial General Liability Insurance.** The VENDOR 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 \$1,000,000 per occurrence; \$2,000,000 general aggregate. Products Completed Operations aggregate shall not be less than \$2,000,000. **The**

School Board of Broward County must be named as an Additional Insured on the Certificate along with the RFQ Number.

C. Automobile Liability Insurance. The VENDOR shall maintain Automobile Liability Insurance covering all Owned, Non-Owned and Hired vehicles in the amount of not less than One Million Dollars (\$1,000,000) per occurrence Combined Single Limit for Bodily Injury and Property Damage and shall not be any less restrictive than the standard ISO Business Auto Policy CA 00 01. In the event the VENDOR does not own any vehicles, VENDOR shall obtain hired and non-owned coverage for \$1,000,000 Combined Single Limits and provide an affidavit signed by the VENDOR indicating the following:

(Insured) does not own any vehicles. In the event we acquire any vehicles throughout the term of this Agreement, Insured agrees to provide of “Any Auto” coverage effective date of acquisition.

D. Certificate of Insurance Requirements. Prior to the commencement of any Work, as evidence of required coverage, VENDOR must provide a Certificate of Insurance to The School Board of Broward County, Florida’s Risk Management Department for approval. **Certificates must be faxed to the School Board of Broward County’s Certificate Tracking System at 1-866-897-0425.**

Liability Policies are to contain the following provisions. In addition, the following wording must be included on the Certificate of Insurance:

The School Board of Broward County, Florida, its members, officers, employees, and agents are added as additional insured. The endorsement # is _____.

All liability policies are primary of all other valid and collectable coverage maintained by The School Board of Broward County, Florida.

Contractual liability is included in the General Liability policy.

2.12 **Nonconformance to Contract Conditions.** Services offered must comply with RFQ conditions and specifications and any resulting Agreement at all times. Service(s) not conforming to RFQ conditions, specifications or time frames will have a written nonconformance letter sent to the vendor to provide an opportunity to remedy the nonconformance. Failure of the VENDOR to remedy the nonconformance, within thirty (30) days from receipt of notification, shall result in termination of contract. Additionally, for a period of two (2) years, any RFQ submitted by VENDOR will not be considered or recommended for award, as such, all departments being advised not to do business with VENDOR.

Key Personnel* indicated in the PM’s Qualifications Statement are expected to actually perform services in this program. **NOTE: The substitution of Key Personnel listed in the Submitting Firm’s Qualifications Statement without the prior written approval by the Executive Director, Capital Programs, shall be a material breach of the Program Manager – Owner’s Representative Services Agreement.**

2.13 **Travel.** Local travel will be billed as a reimbursable expense in accordance with the current or updated School Board Policy 3400 and any other relevant School Board Policies. Out of county travel and per diem may be allowable at the sole discretion of SBBC. SBBC has delegated authority to the Superintendent of Schools or his/her designee to provide prior approval to VENDOR for any and all travel and per diem. Should any out of county travel and/or per diem be allowed, then it shall be billed and reimbursed in compliance with the current or updated School Board Policy 3400 and/or other relevant School Board Policies.

PLEASE BE ADVISED THAT SCHOOL BOARD POLICY 3400, UNDER THE “**ALL TRAVEL**” SECTION PARAGRAPH 2 STATES “NEITHER SUBSISTENCE NOR PER DIEM SHALL BE ALLOWED FOR ANY CLASS OF TRAVEL **IN BROWARD COUNTY** EXCEPT FOR AUTHORIZED BUSINESS OR WORKSHOPS OCCURRING BEFORE 6:00 A.M. OR EXTENDING BEYOND 8:00 PM.” Additionally, the travel requires prior approval.

2.14 **Working Environment.** SBBC will provide a functional working environment within an existing school to include, but not limited to, office space, office furniture and appliances, housekeeping, internet service and office network cabling, utilities, use of SBBC’s email service, server(s) for file storage, office supplies, and in-house printing, copying, plotting and fax equipment services. VENDOR shall obtain prior approval from SBBC for any additional goods or services required for the working environment.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing herein is intended to serve as a waiver of sovereign immunity by any agency or political subdivision to which sovereign immunity may be applicable or of any rights or limits to liability existing under Section 768.28, Florida Statutes. This section shall survive the termination of all performance or obligations under this Agreement and shall be fully binding until such time as any proceeding brought on account of this Agreement is barred by any applicable statute of limitations.

3.02 **No Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based upon this Agreement. Nothing herein shall be construed as consent by an agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

3.03 **Independent Contractor.** The parties to this agreement shall at all times be acting in the capacity of independent contractors and not as an officer, employee or agent of one another. Neither party or its respective agents, employees, subcontractors or assignees shall represent to others that it has the authority to bind the other party unless specifically authorized in writing to do so. No right to SBBC retirement, leave benefits or any other benefits of SBBC employees shall exist as a result of the performance of any duties or responsibilities under this Agreement. SBBC shall not be responsible for social security, withholding taxes, contributions to unemployment compensation funds or insurance for the other party or the other party’s officers, employees, agents, subcontractors or assignees.

3.04 **Equal Opportunity Provision.** The parties agree that no person shall be subjected to discrimination because of age, race, color, disability, gender identity, gender

expression marital status, national origin, religion, sex or sexual orientation in the performance of the parties' respective duties, responsibilities and obligations under this Agreement.

3.04.01 **FEMA Requirement - Equal Employment Opportunity.**

The following language must be included in any contract involving any grant, contract, loan, insurance, or guarantee involving federally assisted construction which is not exempt from the requirements of the equal opportunity clause. The term "contractor" is used to refer to both the VENDOR and contractors performing work.

The following is hereby incorporated into this an any other agreement for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause: During the performance of this contract, the contractor agrees as follows:

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

by the employer, or is consistent with the contractor's legal duty to furnish information.

- (4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- (6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- (7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- (8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontractor purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided*, That if the applicant so

participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The applicant [School Board] and VENDOR agree that to assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

3.05 **Termination.** This Agreement may be canceled with or without cause by SBBC during the term hereof upon thirty (30) days written notice to the other parties of its desire to terminate this Agreement. SBBC shall have no liability for any property left on SBBC's property by any party to this Agreement after the termination of this Agreement. Any party contracting with SBBC under this Agreement agrees that any of its property placed upon SBBC's facilities pursuant to this Agreement shall be removed within ten (10) business days following the termination, conclusion or cancellation of this Agreement and that any such property remaining upon SBBC's facilities after that time shall be deemed to be abandoned, title to such property shall pass to SBBC, and SBBC may use or dispose of such property as SBBC deems fit and appropriate. VENDOR will be compensated for services performed up to the date of termination and be reimbursed for any and all reimbursable expenses allowed under the Agreement.

3.06 **Default.** The parties agree that, in the event that either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party (30) days written notice to cure the default. However, in the event said default cannot be cured within said thirty (30) day period and the defaulting party is diligently attempting in good faith to cure same, the time period shall be reasonably extended to allow the defaulting party additional cure time. Upon the occurrence of a default that is not cured during the applicable cure period, this Agreement may be terminated by the non-defaulting party upon thirty (30) days notice. This remedy is not intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or future exercise thereof. Nothing in this section shall be construed to preclude termination for convenience pursuant to Section 3.05.

3.07 **Annual Appropriation.** The performance and obligations of SBBC under this Agreement shall be contingent upon an annual budgetary appropriation by its governing body. If SBBC does not allocate funds for the payment of services or products to be provided under this Agreement, this Agreement may be terminated by SBBC at the end of the period for which funds have been allocated. SBBC shall notify the other party at the earliest possible time before such termination. No penalty shall accrue to SBBC in the event this provision is exercised, and SBBC shall not be obligated or liable for any future payments due or any damages as a result of termination under this section.

3.08 **Excess Funds.** Any party receiving funds paid by SBBC under this Agreement agrees to promptly notify SBBC of any funds erroneously received from SBBC upon the discovery of such erroneous payment or overpayment. Any such excess funds shall be refunded to SBBC with interest calculated from the date of the erroneous payment or overpayment. Interest shall be calculated using the interest rate for judgments under Section 55.03, Florida Statutes, applicable at the time the erroneous payment or overpayment was made by SBBC.

3.09 **Public Records.** Pursuant to Section 119.0701, Florida Statutes, any party contracting with SBBC is required to (a) keep and maintain available for public inspection any records that pertain to services rendered under this Agreement; (b) provide the public with access to public records on the same terms and conditions that SBBC would provide such records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (d) meet all requirements for retaining public records and transfer, at no cost to SBBC, all public records in that party's possession upon termination of its Agreement with SBBC and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All of such party's records stored electronically must be provided to SBBC in a format that is compatible with SBBC's information technology systems. Each party shall maintain its own respective records and documents associated with this Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Section 119.07, Florida Statutes, and any resultant award of attorney's fees for non-compliance with that law. Each party acknowledges that this Agreement and all attachments thereto are public records and do not constitute trade secrets.

3.10 **Student Records:** Notwithstanding any provision to the contrary within this Agreement, any party contracting with SBBC under this Agreement shall fully comply with the requirements of Sections 1002.22 and 1002.221, Florida Statutes; FERPA, and any other state or federal law or regulation regarding the confidentiality of student information and records. Each such party agrees, for itself, its officers, employees, agents, representatives, contractors or subcontractors, to fully indemnify and hold harmless SBBC and its officers and employees for any violation of this section, including, without limitation, defending SBBC and its officers and employees against any complaint, administrative or judicial proceeding, payment of any penalty imposed upon SBBC, or payment of any and all costs, damages, judgments or losses incurred by or imposed upon SBBC arising out of a breach of this covenant by the party, or an officer, employee, agent, representative, contractor, or sub-contractor of the party to the extent that the party or an officer, employee, agent, representative, contractor, or sub-contractor of the party shall either intentionally or negligently violate the provisions of this section or of Sections 1002.22 and/or 1002.221, Florida Statutes.

3.11 **Compliance with Laws.** Each party shall comply with all applicable federal and state laws, codes, rules and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.

3.12 **Place of Performance.** All obligations of SBBC under the terms of this Agreement are reasonably susceptible of being performed in Broward County, Florida and shall be payable and performable in Broward County, Florida.

3.13 **Governing Law and Venue.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any

controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Seventeenth Judicial Circuit of Broward County, Florida.

3.14 **Entirety of Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

3.15 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

3.16 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by any party without the prior written consent of the other party. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from SBBC.

3.17 **Incorporation by Reference.** Exhibits attached hereto **Attachment A** and referenced herein shall be deemed to be incorporated into this Agreement by reference.

3.18 **Captions.** The captions, section designations, section numbers, article numbers, titles and headings appearing in this Agreement are inserted only as a matter of convenience, have no substantive meaning, and in no way define, limit, construe or describe the scope or intent of such articles or sections of this Agreement, nor in any way effect this Agreement and shall not be construed to create a conflict with the provisions of this Agreement.

3.19 **Severability.** In the event that any one or more of the sections, paragraphs, sentences, clauses or provisions contained in this Agreement is held by a court of competent jurisdiction to be invalid, illegal, unlawful, unenforceable or void in any respect, such shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect as if such invalid, illegal, unlawful, unenforceable or void sections, paragraphs, sentences, clauses or provisions had never been included herein.

3.20 **Preparation of Agreement.** The parties acknowledge that they have sought and obtained whatever competent advice and counsel as was necessary for them to form a full and complete understanding of all rights and obligations herein and that the preparation of this Agreement has been their joint effort. The language agreed to herein expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

3.21 **Amendments.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement and executed by each party hereto.

3.22 **Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement unless the waiver is in writing and signed by the party waiving such provision. A written waiver shall only be effective

as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

3.23 **Force Majeure.** Neither party shall be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of either party, and which cannot be overcome by reasonable diligence and without unusual expense (“Force Majeure”). In no event shall a lack of funds on the part of either party be deemed Force Majeure.

3.24 **Survival.** All representations and warranties made herein, indemnification obligations, obligations to reimburse SBBC, obligations to maintain and allow inspection and audit of records and property, obligations to maintain the confidentiality of records, reporting requirements, and obligations to return public funds shall survive the termination of this Agreement.

3.25 **Contract Administration:** SBBC has delegated authority to the Superintendent of Schools or his/her designee to take any actions necessary to implement and administer this Agreement.

3.26 **Authority.** Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

3.27 **FEMA Requirements.** The following requirements of this Article are only applicable to services to be performed concerning disaster recovery work.

A. **Recovered/Recycled Materials.** Offered products will make maximum use of recovered/recycled materials, but if not available, then materials used for the manufacture or construction of any supplies, materials or equipment covered by this RFP shall be new unless otherwise specified. Product(s) offered that have not been previously used in any way and are being actively marketed by the manufacturer will be accepted. Minor parts within the product(s) may have remanufactured components. If recovered/recycled materials are not available, the items bid must be new, the latest model, of the best quality and highest-grade workmanship as needed for the particular procurement. Note, however, that if a proposed recovered/recycled material has been determined to be unsafe for children in the schools, then only new material shall be used.

B. **Contract Work Hours and Safety Standards.** VENDOR will comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5).

C. **Energy Efficiency.** VENDOR must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

D. Rights To Inventions Made Under A Contract Or Agreement. Any invention developed during the performance of work under a federal award or grant shall provide for a nonexclusive, nontransferable, irrevocable, paid-up license to practice or have practiced for or on behalf of the United States the subject invention throughout the world.

3.28 **e-Builder.** The VENDOR shall use the Owner's Project Management software, e-Builder, as a conduit for all project management tasks, including, but not limited to: communications to, from and between Owner, VENDOR and CM; pay applications/invoicing; requests for change orders; material, equipment and systems submittals; requests for information; Architect's Supplemental Instructions; SMWBE Monthly Utilization Reporting; periodic Project observations; Weekly Progress Reports and meeting minutes.

A. Licenses shall be provided to VENDOR to permit access and use of e-Builder for all projects awarded by Owner. Such licenses(s) shall be valid throughout the duration of the project(s).

B. Form Module. The e-Builder Forms Module shall be used as the exclusive method to create Action Items that require a response from another Project Construction Team member. The required use of the Forms Module includes All e-mailed communications.

C. Work Flows. Any and all responses or required responses to an open Action Item or to an initiated Work Flow process shall be input and managed through e-Builder. Work Flow processes that will be executed through e-Builder include but are not limited to those processes identified in Article 3.1.

D. Calendar Module. The identification of Project events and required deliverables shall be input and maintained in the Calendar Module. At a minimum, such events include bi-weekly design meetings (while in design) weekly construction meetings, public meetings for the project (ex. Project Charter Meetings, etc.) and other design and/or construction milestones and deadlines.

E. Meetings. Information to be input into e-Agenda related to any meeting includes, but is not limited to an agenda, a reminder of the meeting (which must occur a minimum of two (2) days prior to the meeting), meeting minutes (using the approved meeting minutes template) and confirmation of actual meeting attendees.

F. Access to e-Builder and Licensing. VENDOR shall designate and identify the employee(s) that shall personally access e-Builder, the projects to which the employees(s) is assigned, and the employee(s)'s duties and responsibilities as it relates to e-Builder.

G. This information together with a request for licensing shall be sent to Atkins, Program Controls Support, telephone number (754) 321-1537, ebuilderLicense@browardschools.com. Upon receipt, review and acceptance of the request, access information and logins shall be proved to VENDOR.

H. Training shall be coordinated, scheduled and provided to those provided access and licenses by Atkins. Additional training may be provided based on availability.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement on the date first above written.

FOR SBBC

(Corporate Seal)

THE SCHOOL BOARD OF BROWARD
COUNTY, FLORIDA

ATTEST:

By _____
Donna P. Korn, Chair

Robert W. Runcie, Superintendent of Schools

Approved as to Form and Legal Content:

Office of the General Counsel

DRAFT

FOR VENDOR

(Corporate Seal)

[VENDOR'S FULL NAME]

ATTEST:

By _____

, Secretary

-or-

Witness

Witness

The Following Notarization is Required for Every Agreement Without Regard to Whether the Party Chose to Use a Secretary's Attestation or Two (2) Witnesses.

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me, by means of physical presence or online notarization, this ____ day of _____, 202__, by _____ [PRINT NAME OF SIGNOR ABOVE] of [PRINT FULL NAME OF FIRM] on behalf of the corporation or agency.

He/She is personally known to me or produced _____ as identification and did/did not first take an oath. Type of Identification

My Commission Expires:

Signature – Notary Public

Printed Name of Notary

Notary's Commission No.

(SEAL)

DRAFT

DRAFT

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