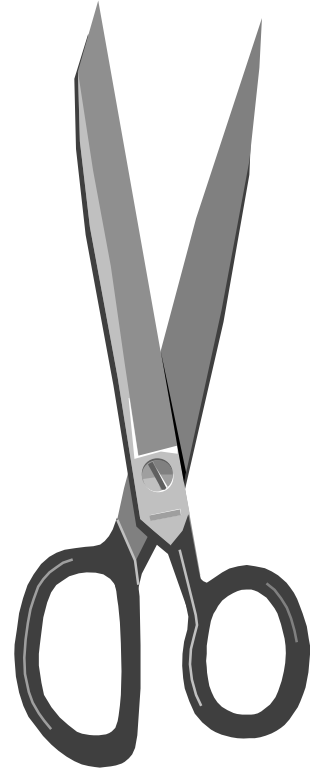


Cut along the outer border and affix this label to your sealed bid envelope to identify it as a “Sealed Proposal”. Be sure to include the name of the company submitting the bid where requested.

SEALED PROPOSAL	
DO NOT OPEN	
SEALED RFQ NO.:	22-906-242
RFQ TITLE:	Request for Qualifications: Construction Management Services – Sandy Lane Elementary School Remodel
DUE DATE/TIME:	June 28, 2022 @ 4:00 PM ET
SUBMITTED BY:	_____
	(Name of Company)
DELIVER TO:	PURCHASING DEPARTMENT School Board of Pinellas County 301 Fourth Street S.W. Largo, FL 33770-3536



Please Note:

Pinellas County Schools has partnered with Public Purchase, a web-based eProcurement service. Public Purchase provides government agencies and their vendors with a comprehensive and easy to use web-based eProcurement system. For our vendors, this eProcurement system provides you with automatic notification and transmittal of bid solicitations to vendors. Please visit www.publicpurchase.com to login and obtain any and all bidding documents

Once you have opened and viewed the bid document from this website you will automatically receive an e-mail notifying you when an addendum has been issued. Any such addendum will be posted on the same website listed above. However, if you obtain our bidding documents from any other source, we cannot guarantee that you will automatically receive subsequent notifications of addendums by email. In order to assure that you are automatically notified, you must visit the above website and open and view the bid document. The district will not be responsible if you fail to receive any and all addendums if you obtain the original bid document from another source.

SUBMIT BID TO:		PURCHASING DEPARTMENT School Board of Pinellas County, Florida 301 – Fourth Street S.W. Largo, Florida 33770-3536		Request for Qualifications (RFQ)	
RFQ TITLE:		Request for Qualifications: Construction Management Services - Sandy Lane Elementary School Remodel		RFQ NO.	22-906-242
F.O.B.	Sandy Lane Elementary School			BUYER:	Joe Benjamin, NIGP-CPP, CPPO, CPPB
DESTINATION POINT:	1360 Sandy Lane Clearwater, FL 33755			(727)	588-6143
				ISSUE DATE:	May 27, 2022
BID DUE DATE AND TIME: <u>June 28, 2022 @ 4:00 PM ET</u>				BID OPENING ROOM: A318	

SUBMITTALS:

Certain **Submittals** are required with this RFQ. See the **SUBMITTALS CHECKLIST** found later in the RFQ document for details. Submit **Seven (7) complete copies** of your proposal 1 copy marked as the original, 6 complete copies, and one (1) electronic copy on a USB flash drive. **Each proposal should include all information and submittals requested in this bid. Incomplete proposals may be declared non-responsive.**

Note to Bidder:

A. A signed proposal submitted to the School Board obligates the bidder to all terms, conditions and specifications stated in this document, unless exceptions are taken and clearly stated in the bidder's proposal.

B. Proposals received after the date & time specified will not be accepted.

Date Submitted: _____

BIDDER MUST FILL IN THE INFORMATION LISTED BELOW AND SIGN WHERE INDICATED FOR BID TO BE CONSIDERED

Company Name: _____	FEIN: _____
Address: _____	Telephone: () - Ext. _____
City, State: _____ Zip: _____	FAX: () - _____

NON COLLUSION: - The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

Signature of Owner or Authorized

Officer/Agent _____	E-mail: _____
Typed Name of Above: _____	Title: _____

(22-906-242)

GENERAL TERMS & CONDITIONS

1. PREPARATION OF BIDS:

- a) **Bidder's Liability:** Bidders are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this bid, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk. Failure to follow the instructions contained in the bid for completion of a bid response is cause for rejection of a bid.
- b) **Submittal of Bids: BIDS SHALL BE SUBMITTED IN A SEALED ENVELOPE.** The return address label provided with your bid invitation packet should be affixed to the outside of your envelope identifying it as a **sealed bid**. Any company not responding to this request with either a bid or a "NO BID" *may be removed from the active bidders list*.
- c) **Receipt of Bids:** The purchasing department is not responsible for timely delivery of the U.S. or private courier mail. The Bidder is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternate steps to assure that their bid is delivered to the purchasing department by the specified due date and time. **LATE BIDS WILL BE REJECTED!**
- d) **Minimum Required Documents:** The following documents must be returned with your bid proposal to be considered responsive:
 - i) Completed **Invitation To Bid** form with original signature. (page 1)
 - ii) Completed **Bid Proposal** form(s)
 - iii) All items checked **required** on **Submittals Checklist** form included with the bid.
- e) **Forms:** All bids must be submitted on and comply with the bid forms provided. If additional space is required, the bidder may submit an attachment which will become part of the bid response. The Invitation to Bid Form 852-A **must** be signed by the owner or authorized officer/agent of the company submitting a bid or the bid will be rejected. Telegraph, Facsimile (FAX) or e-mail bids will not be considered a sealed bid.
- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the bid invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the purchasing department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.
- g) **Freight Terms:** All items are to be bid **FOB destination** with all transportation charges prepaid and included in the bid prices and title transferring to the district at the time of delivery, unless otherwise stated in bid invitation. Any exceptions to these freight terms taken by the bidder must be clearly stated in the bidder's proposal. The purchasing department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the bidder's proposal.
- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their

model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

- i) Any item bid as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.
 - ii) If the bidder does not clearly state in their bid proposal that an item proposed is an alternate to that specified, the bidder must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.
- i) **Bid , Performance & Payment Security:** When bid, performance and payment securities are required, the **"Required"** box will be checked on the *Submittals Checklist* form included with the bid. Detailed specifications will be included in the *"Bid, Performance & Payment Security Guidelines"* section of the bid.
 - ii) **Insurance Certificate:** When an insurance certificate is requested, the **"Requested"** box will be checked on the *Submittals Checklist* form included with the bid. Detailed specifications will be included in the *"Insurance Specifications for Contractors"* section of the bid.
 - iii) **Product Certification:** When product certification is requested, the bidder must submit a signed, notarized affidavit along with their bid attesting that the item meets all specifications requested.
 - iv) **Proposal Organization:** Bidders are expected to organize their bid proposals in such a manner as to facilitate the evaluation process. Bid proposals should be keyed or indexed to correspond with this bid solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Invitation to Bid** or **Request for Proposal** being addressed. District staff will make a reasonable effort to locate information in the bid proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your bid proposal.

2. INQUIRIES/INFORMATION:

Any questions by prospective bidders concerning requirements of this bid should be addressed to the buyer whose name appears on the front of the **Invitation To Bid** form or to individuals specifically named in the **Special Conditions** or *Personnel Matrix* sections of the bid. The buyer will assist vendors and answer questions to the best of his or her ability. Questions of a technical nature may be referred to other individuals by the buyer for an appropriate response as deemed necessary. Requests for interpretation of the bid or additional information should be communicated to the buyer in writing no later than seven (7) working days prior to the scheduled bid opening date. Requests for information relating to bids in process will be addressed without delay when such information has a **material** effect on the completion of your bid response. Every effort will be made to supply other requested information of a less critical nature, such as, **lists of vendors solicited, pre-bid conference attendees, firms who have picked up plans and specifications, historical bid data or bid tabulations** within (48) hours from receipt of a request. Vendors are encouraged to visit our Web site at the address shown below

GENERAL TERMS & CONDITIONS

to obtain this information, or it may be obtained in person, but we respectfully request that you notify the buyer in advance at the telephone number listed on the **Invitation to Bid** form to allow him or her ample time to compile the information for you before you arrive. If you have Internet access, the following information is available from the Web sites listed below 24 hours per day, 7 days per week.. :

Go to www.publicpurchase.com to obtain:

- A copy of a bid packet for a contract or project currently out for bid and any associated addenda (This is a secured site and you must be registered in Public Purchase to access these documents.)

Go to www.pcsb.org/purch to obtain:

- The last price paid for an item(s) currently out for bid (when applicable);
- Historical bid results;
- A listing of bids scheduled for award at the next School Board meeting;
- Historical bid award information;
- A copy of a W-9 Form;
- A listing of departmental personnel, with job titles, phone numbers and e-mail addresses;
- A listing of buyers and their commodity assignments.
- A listing of prebid conference attendees.

3. ACCEPTANCE AND WITHDRAWAL OF BIDS:

A bid (or amendment thereto) will not be accepted by the purchasing department after the time and date specified for the bid opening, nor may a bid (or amendment thereto) which has already been opened in public be withdrawn by the bidder for a period of sixty (60) calendar days after the bid opening date and time, unless authorized by the purchasing department. By written request to the purchasing department, the bidder may withdraw from the bid process and ask to have their sealed bid proposal returned at any time prior to the closing date and time for the receipt of bid proposals.

4. AMENDMENT & CANCELLATION:

The purchasing department reserves the right to cancel, recall and/or reissue all, or any part, of a bid or request for proposal, at any time.

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES:

The district expressly prohibits bidders from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this bid. The only exception to this rule would be for items which bear product logos and other forms of advertising specifically intended for promotional purposes.

6. QUALIFICATIONS OF BIDDER:

Bids will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The bidder must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The purchasing department expressly reserves the right to reject any bid proposal if it determines that the business and technical organization, equipment, financial and

other resources, or experience of the bidder, compared to work proposed, justifies such rejection.

7. CONFIDENTIALITY OF STUDENT RECORD INFORMATION:

Student record information may be provided to vendors to enable them to respond to a sealed bid invitation or to a request for proposals, or to perform under a contract already awarded to them. Vendors are hereby notified that any such student record information must be kept strictly confidential and may not be released to any other person or entity without authorization, pursuant to FS. 228.093 and Rule 6A-1.0955, FAC. Failure to comply with this directive could result in civil liability.

8. NON COLLUSION:

The bidder, by affixing its signature to this proposal, certifies that its bid is made without previous understanding, agreement, or connection with any person, firm or corporation making a bid for the same item(s), and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDER:

The district reserves the right to retain all copies of bidders' proposals and associated documentation submitted. Under Chapter 119 F.S., (Florida's Public Records Law) sealed bids or proposals received by the district pursuant to invitations to bid or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or until 30 days after the bid or proposal opening, whichever is earlier. If a vendor feels that public scrutiny of certain information contained in its bid proposal could be detrimental to its business, the vendor should identify the specific information in question and cite the governing statute and section which exempts such material from public scrutiny. A general statement to hold its entire proposal in confidence will not be honored. If the information in question does not qualify for an exemption under Chapter 119 F.S., the vendor will have the option of withdrawing its request for confidentiality or withdrawing its entire bid proposal.

10. SUBCONTRACTING:

The bidder must describe in their bid proposal, all responsibilities that the bidder anticipates assigning or subcontracting, identify all the subcontractors and also describe how the bidder will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

11. INTELLECTUAL PROPERTIES:

Any discovery, invention or work product produced under this contract shall be the sole and exclusive property of the District. The bidder surrenders any and all claims of any kind, type or nature, including but not limited to patent rights, copyrights and rights in data, developed under this contract.

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST

Per the provisions of Florida Statute 287.133 (d), "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 bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier,

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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 Florida Statute 287.017 for **CATEGORY 3** for a period of 36 months from the date of being placed on the convicted vendor list”.

13. PROPOSAL PREPARATION COSTS:

The costs to develop the bid proposal are entirely the responsibility of the bidder, and shall not be charged in any manner to the district. This includes, but is not limited to, the direct cost of the bidder's personnel assigned to prepare the bidder's response to this solicitation and any out-of-pocket expenses (including, but not limited to, travel, accommodation, supplies) incurred by the bidder in preparing their bid proposal.

14. VARIANCE TO BID DOCUMENTS:

For the purpose of bid evaluation, bidders must clearly stipulate any or all variances to the bid documents or specifications, no matter how slight. If variations are not stated in the bidders' proposal, it shall be construed that the bid proposal submitted fully complies in every respect with the bid documents.

15. ADDENDA TO BIDS IN PROCESS:

Interpretations of the bid, clarification of bid specifications and requirements or changes to the bid which have a *material effect* will be documented and communicated to bidders **only by written addenda**. Verbal responses to bidders' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered **inadmissible** in bid protest proceedings. All such written addenda should be acknowledged on the **Addendum Acknowledgement Form** or by returning a copy of the signed addendum along with your bid proposal as proof of receipt. Failure to acknowledge addenda containing material changes may constitute cause for rejection of your bid proposal. Telegraph, facsimile or e-mail acknowledgements of addenda will not be accepted.

16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS:

The purchasing department reserves the right to reject all bids and purchase from State contracts or FDOE contracts if to do so represents the best interests of the district.

17. SAFETY REQUIREMENTS:

All items bid must comply with **ALL** applicable safety standards set by Federal, State and local regulations, OSHA & EPA guidelines, and any other laws and regulations that govern the item(s) or services requested in this bid. All electrically operated equipment shall be UL® rated or approved. Corded equipment shall have a 3-wire grounded power cord or be double insulated and labeled as such.

18. MATERIAL SAFETY DATA SHEETS:

The district requires that two (2) copies of all applicable *Material Safety Data Sheets* be furnished upon the initial purchase of any chemical or toxic substance or equipment which uses same. One (1) copy shall accompany the product shipment and the other copy must be sent to: Pinellas County School Board Risk Management Department, Attention Safety & Loss Coordinator, 301 Fourth Street S.W., Largo, FL 33770-3536.

19. PURCHASE OF MATERIALS WITH RECYCLED CONTENT:

The purchasing department will seek alternative bids, whenever possible, for select products containing recycled materials. Such products shall be purchased as long as all specifications are met and the price does not exceed an amount 10% more than the cost of comparable products made from 100% virgin materials.

20. MANUFACTURER'S CERTIFICATION:

The purchasing department reserves the right to request a separate letter from the manufacturer of the products bid certifying that all statements and claims made in the bid proposal are true, and that all products bid meet or exceed the specifications stated in the bid documents.

21. BID QUANTITIES:

Quantities listed in the bid are estimates provided for bidder information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this bid. The district reserves the right to increase or decrease all estimated quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the bid pricing or the terms and conditions of the bid.

22. METHODS OF AWARD:

- a) **“By Item”**: Each item in the bid will be awarded individually to the lowest responsive and responsible bidder.
- b) **“All or None by Group, Section or Category”**: The bid will be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible bidder in total. Bidders are required to bid all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After bids are opened and tabulated, the purchasing department reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, if it is in the best interests of the district.
- c) **“All or None”** in total.
- d) **“Primary & Secondary Suppliers or Contractors”**. The bid is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district's needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible bidders.
- e) **“Rotating Short List of Contractors”**. The bid is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the bid documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

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23. DELIVERY LEAD TIME:

Each bidder shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Bid Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this bid. If a finite number of days has been specified for delivery or project completion, this deadline must be met. If a finite number of days has not been specified in the bid and the bidder has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent after 30 days from the issue date of the purchase order.

24. TAXES:

Purchases are exempt from **ALL** Federal excise and most State sales tax.

25. FISCAL NON-APPROPRIATIONS CLAUSE:

In the event sufficient budgeted funds are not available for a new fiscal period, the purchasing department shall notify the vendor of such an occurrence and the contract shall terminate on the last day of the current fiscal period without penalty or expense to the district.

26. BID SAMPLES:

The bidder shall provide product samples, without charge, when requested. Criteria used to determine compliance with specifications include, but are not limited to: performance, delivery lead time, workmanship, fit and finish, compatibility with existing stock, and durability. If the sample is not consumed through testing, it will be returned to the bidder when said request is submitted with the bid. Unused samples will be returned at the bidder's risk and expense. The successful bidders' samples may be retained until all the terms of the purchase order or contract have been fulfilled. All samples are to be submitted at the place indicated in the **Special Conditions** section of the bid in accordance with the instructions outlined therein.

27. PROMPT PAYMENT DISCOUNTS:

Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining low bid.

28. TIE BIDS:

Prompt payment discounts offered by bidders will be considered to break tie bids. If all other factors are equal and no prompt payment discounts are offered, preference will be given to a Florida resident vendor over an out-of-state vendor. If all vendors are Florida residents, a Pinellas County vendor will receive preference; if there is no Pinellas County vendor, preference will be given to the one closest to the Pinellas County School Administration Building, based upon mileage data provided by Mapquest.com. If all vendors reside out-of-state or all reside within Pinellas County, preference shall be given to a bid received from a business that certifies that it has implemented a drug-free workplace program in accordance with section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the bid response. If all bids, or no bids include a certificate of compliance, the tie will be broken by a coin flip in the presence of witnesses.

29. ERRORS AND OMISSIONS:

In the event a clerical error or obvious omission is discovered in a bidder's proposal, either by the purchasing department or the bidder, the bidder may have the opportunity of withdrawing their

bid, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Copies of working papers, calculations, etc., may be requested at the purchasing department's discretion, to support the validity of such a request. A bidder will not be allowed to change any information contained in its bid proposal; however, in the event of a minor omission or oversight on the part of the bidder, the purchasing department (or "designee") may request written clarification from a bidder in order to confirm the district's interpretation of the bidder's response and to preclude the rejection of its bid, either in part or in whole. The purchasing department will have the authority to weigh the severity of the infraction and determine its acceptability.

30. BASIS OF AWARD OF BIDS:

When price and specification compliance are the primary criteria for making the vendor selection, the Superintendent will recommend the lowest responsive and responsible bidder(s) to the Board. A "Responsive" Bidder is defined as one whose bid or proposal is in substantial conformance with the material requirements of the bid. A Bidder who substitutes its standard terms and conditions for the districts, or who qualifies its bid in such a manner as to nullify or limit its liability to the district will be considered non-responsive. A "Responsible" bidder is defined as one who is able to perform and satisfactorily fulfill the requirements described in the invitation to bid or request for proposal. The district may apply all, or any part of the following criteria to measure a Bidder's degree of responsibility.

- Size of firm
- District's past experience with firm
- Financial status of firm
- Capabilities of Management and Technical staff
- Labor relations
- Internal procedures of the firm
- Capacity of the firm
- **Bonding capacity**
- Reputation of firm among its peers
- Customer references
- Service after the sale
- Facilities and reserve facilities
- Location of firm
- Location of service facilities
- Professional credentials

When additional criteria other than price must be considered, a point system may be used to make the vendor selection, the Superintendent will then recommend the vendor receiving the highest point score to the Board. With Requests for Proposals, where a point and ranking system is used to make the vendor selection, the Superintendent will recommend the vendor ranked best to the Board. Slight variations or irregularities may be accepted by the Board if either is found to be in its best interest. The Superintendent (or designee) shall be solely responsible for determining the acceptability of a bid.

31. REJECTION OF BIDS:

A bid may be rejected by the purchasing department if it is non-responsive or the bidder is determined to be not responsible. A bid is not officially rejected until the School Board takes official action. . The Board reserves the right to reject any or all bids received, but not for arbitrary or capricious reasons.

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32. NOTICE OF INTENT TO AWARD BIDS:

Once bids are evaluated and a recommendation for award is received by the purchasing department, a *Notice of Intent to Award* will be posted on the purchasing department's Web site @ www.pcsb.org/purch. For those who do not have Internet access, the notice will also be posted in a conspicuous location in the purchasing office located at the Largo Administration Building, 301 4th Street S.W., Largo, Florida. The recommendation for award is not official until this notice is posted. Intent to Award Notices are normally posted on or about the Monday two weeks preceding the Board meeting when the bid is scheduled for award. See the "Key Events & Dates" section of the Special Conditions for specific information. Occasionally a supplemental posting may occur after the regular Monday posting if it is essential to include the bid on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. **Since this information is available as outlined above, the purchasing department will not mail or fax intent to award notices to all bidders.**

33. BID PROTEST:

If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Copies of this procedure are included in the bid document and are also available @ www.pinellas.k12.fl.us/purch/bidaward.html or from the purchasing department at the Largo Administration Building Office, 301 4th Street S.W., Largo, FL 33770-3536. Any person who files an action protesting the bid specifications or a decision or intended decision pertaining to this bid pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.

34. NOTIFICATION OF BID AWARD:

After the Board awards a bid, the purchasing department will issue an official award letter, a purchase order, or both, which will authorize the bidder to commence delivering materials or providing services.

35. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original

purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

36. PRESS RELEASES AND PUBLICITY:

No announcements or news releases pertaining to the bidder's participation in this bid or the award of this contract shall be made by the bidder, its representatives or agents without authorization from the purchasing department.

37. POINT OF CONTACT:

The district will consider the selected bidder(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

38. ASSIGNMENT OF CONTRACT:

The final contract to be awarded and any resulting amounts to be paid shall not be transferred, pledged, or assigned without the prior written approval of the district.

39. LICENSES AND PERMITS:

The vendor shall obtain and pay for all necessary licenses, permits, and related documents required to comply with the bid specifications. The vendor shall save and hold harmless the district as a result of any infraction of the aforementioned.

40. CONDITION OF ITEMS:

Unless otherwise specified in the **Special Conditions** section of the bid, all items requested must be **new, the latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the bid. Bids for *"used, remanufactured or reconditioned equipment* or *"blemms or seconds"* will not be considered unless specifically requested in the bid documents.

41. INSPECTION:

The district reserves the right to have inspectors on the premises of the bidders or manufacturers at any time during the manufacturing or assembly process to verify compliance with bid specifications.

42. PACKAGING:

All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the bid document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be acceptable. Bidders are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Bidders may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

43. PATENTS AND COPYRIGHTS:

The bidder agrees to indemnify and save harmless the Board, its officers, agents and employees, from and against any and all claims and liabilities of any nature or kind, including without limitation attorneys' fees and costs, for use of any copyrighted or non-copyrighted materials, secret process, patented or unpatented inventions, articles or appliances, furnished or used in performance of the contract for which the contractor is not the patentee, assignee or licensee.

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44. INDEMNIFICATION/HOLD HARMLESS AGREEMENT:

Awarded bidders/bidders shall, in addition to any other obligation to indemnify The School Board of Pinellas County, Florida, and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged:

1. Bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
2. Violation of law, statute, ordinance, governmental administrative order, rule or regulation by contractor in the performance of the work; or
3. Liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be affected by any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts; other employee benefit acts or any statutory bar. The bidder will carry comprehensive general liability insurance, including contractual and product liability coverage, with minimum limits acceptable to the Board, and will, at the request of the Board, supply certificates evidencing such coverage.

This article will survive the termination of the Contract.

45. E-VERIFY:

- a) Pursuant to Section 448.095, F.S. (2020), Contractor shall use the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all employees hired during the term of this Agreement.
- b) Subcontractors
 - i) Contractor shall require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.
 - ii) Contractor shall also require all of its Subcontractors to provide to Contractor with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S. (2020).
 - iii) Contractor shall provide a copy of such Subcontractor affidavits to the School Board upon receipt and shall maintain a copy for the duration of the Agreement.
- c) Contractor must provide to School Board evidence of compliance with Florida law regarding E-Verify during any initial procurement application phase or, if a current vendor, no later than December 10, 2020. Evidence may consist of, but is not limited to, providing notice of Contractor's E-Verify number coupled with an affidavit that all of Contractor's Subcontractors similarly comply with the law.
- d) Failure to comply with these provisions is a material breach of the Agreement, and School Board may choose to immediately terminate the Agreement at its sole discretion without penalty. Further, in accordance with Florida law, if School Board gains a good faith belief that Contractor

and/or any of its Subcontractors are violating this or other applicable laws during the course of the performance of work under the Agreement, School Board may be required to terminate the Agreement. Under the circumstances described in this subsection D., Contractor is liable for all costs associated with School Board as a result of the termination of the Agreement, including but not limited to higher costs for the same services and costs of re-procurement.

46. STANDARDS OF CONDUCT

Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its subcontractors.

47. ITEM SUBSTITUTIONS & DISCONTINUATIONS:

Under no circumstances may a vendor substitute a different product for any item they were awarded from this bid without prior approval from the purchasing department. In the event an awarded item is discontinued by the manufacturer or the vendor no longer offers the item in their product line during the term of this bid, the vendor **must** provide an acceptable substitute item at a mutually acceptable negotiated price, or risk being found in default. The vendor must file a written request with the purchasing department and be granted approval to substitute, in writing, before any substitution may be made. Requests to substitute should be accompanied by complete detailed, technical specifications for the proposed substitute item, and a sample, if requested. The district reserves the right to purchase on the open market while negotiations are being conducted.

48. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION:

The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the bid specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. All shipments must be made by door-to-door rail freight or motor truck line. There are no rail sidings at any of our locations. Deliveries shall be made between the hours of 8:00 a.m. and 2:30 p.m., Monday through Friday, excluding holidays. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area. Telephone numbers are included on all purchase orders directly below the *Ship-To Destination* address for this purpose.

49. EQUIPMENT DEAD ON ARRIVAL (D.O.A.):

Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered D.O.A. and shall be replaced by the vendor with a new product identical to the one ordered within 30 days of notification.

GENERAL TERMS & CONDITIONS

50. RETURNED MERCHANDISE:

All merchandise returned for any reason other than vendor error, vendor misrepresentation of product capabilities, or product defects may be subject to no more than a 15% restocking fee and return freight charges, negotiable between the district and the vendor. It is understood that merchandise should be returned in the original factory sealed carton whenever possible. The vendor shall provide a return merchandise authorization (RMA) without requiring a purchase order or credit card. The vendor shall ship replacement merchandise prior to receipt of returned merchandise, if applicable.

51. INVOICES AND PAYMENT TERMS:

All invoices, packing lists, and correspondence should reference our purchase order number. Unless otherwise stated in the **Special Conditions**, payment will only be made after the merchandise or services have been:

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced.

To ensure timely payment, all original invoices should be submitted to the *Accounts Payable Department, Pinellas County School Board, PO Box 2942, Largo, FL., 33779-2942*. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if requested, but the original copies must be sent to the Accounts Payable Department. Only the Accounts Payable Department may direct you otherwise. Failure to follow this procedure may result in payment delays. Occasionally a school may issue its own internal purchase order. Invoices associated with a **SCHOOL** purchase order should be submitted directly to the school for payment. **Do not send invoices associated with school purchase orders to the Accounts Payable Department.**

52. BREACH OF CONTRACT AND TERMINATION FOR CAUSE:

The District reserves the right to terminate this contract for cause which shall include without limitation the failure of the vendor to comply with any provision of this contract. Prior to the district terminating a contract, the Director of Purchasing will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, it is determined that sufficient grounds exist to declare the vendor in default, the Superintendent (or designee) shall provide the vendor written notice of default and termination, making specific reference to the provision(s) that gave rise to the breach. If the nature and scope of the breach would allow for a cure within 10 days, the notice shall inform the vendor of its right to cure the default within the ten (10) days following receipt of the notice. If the breach is not cured within said 10 day period, the Superintendent (or "designee") shall serve a written notice of termination on the vendor, which shall become effective upon the vendor's receipt of such notice. The failure of either party to exercise its rights shall not be considered a waiver of such rights in the event of any further breach or non-compliance. In the case of termination, only the portion of the contract satisfactorily performed before the date of termination will be due and payable to the vendor. If bid performance security was required with the bid, the district may elect to execute the performance security as liquidated damages. If bid performance security was not required, the bidder shall pay to the district, as liquidated damages, an amount equal to 5% of the total estimated value of the item(s) in question or \$25, whichever amount is larger. If the bid pricing was expressed as a

lump sum amount, then the amount due will be 5% of the remaining value of the contract. A vendor who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the district for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active bidders list.

Either party may terminate the contractual relationship between them, including the obligation for payments for goods or services not yet delivered, without cause by sending ninety (90) days written notice to the other party.

53. RENEWAL OF BIDS:

Unless otherwise specified in the **Special Conditions** section, bids may be renewed for one (1) term equal to the original bid term, or for two (2) successive one (1) year periods, whichever is greater, under similar terms, conditions and specifications as the original bid.

54. ACCESS TO RECORDS:

The District, a Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any books, documents, papers, and records of the bidder, contractor or subcontractor which are directly pertinent to this specific contract for the purpose of making audit, examination, excerpts, and transcriptions.

55. ENERGY POLICY AND CONSERVATION ACT (Appendix II to 2 CFR 200):

All vendors, contractors and subcontractors must comply with 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. (42 U.S.C. 6201). (Applies to all contracts, subcontracts, and subgrants when required by Federal grant program legislation).

56. EQUAL EMPLOYMENT OPPORTUNITY (Appendix II to 2 CFR 200 (C)):

All vendors, contractors and subcontractors must comply with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (Applies to all construction contracts awarded in excess of \$10,000 by the district and their contractors or subgrantees).

57. COPELAND "ANTI-KICKBACK" ACT (Appendix II to 2 CFR 200):

All vendors, contractors and subcontractors must comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (Applies to all contracts and subgrants for construction or repair). (Applies to all contracts, subcontracts, and subgrants when required by Federal grant program legislation).

58. DAVIS-BACON ACT (Appendix II to 2 CFR 200 (D)):

All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and subgrantees when required by Federal grant program legislation). (Applies to construction contracts in excess of \$2000 awarded by the district and subgrantees when required by Federal grant

GENERAL TERMS & CONDITIONS

program legislation). (Applies to all contracts, subcontracts, and subgrants when required by Federal grant program legislation).

59. BYRD ANTI-LOBBYING AMENDMENT (Appendix II to CFR 200 (I)):

All vendors, contractors and subcontractors that apply or bid an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. (Applies to all contracts, subcontracts, and subgrants when required by Federal grant program legislation).

60. CONTRACT WORK HOURS & SAFETY STANDARDS ACT (Appendix II to 2 CFR 200 (E)):

All vendors, contractors and subcontractors must comply with sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327–330) as supplemented by Department of Labor regulations (29 CFR part 5). (Applies to all construction contracts awarded by the district and subgrantees in excess of \$2000, and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers). (Applies to all contracts, subcontracts, and subgrants when required by Federal grant program legislation).

61. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT (Appendix II to 2 CFR 200 (F)):

If the Federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties assignment or performance of experimental, developmental, or research work under that “funding agreement” the recipient must comply with the requirements of 37 CFR Part 401 “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. (Applies to all contracts, subcontracts, and subgrants when required by Federal grant program legislation).

62. RECORDS RETENTION (2 CFR 200.318(i)):

All vendors, contractors and subcontractors must retain all records pertaining to this contract for three years after the District makes final payments and all other pending matters are closed. (Applies to all contracts, subcontracts, and subgrants when required by Federal grant program legislation).

63. CLEAN AIR AND WATER POLLUTION ACTS (Appendix II to 2 CFR 200 (G)):

All vendors, contractors and subcontractors must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 7401-7671q), and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). (Applies to contracts, subcontracts, and subgrants of amounts in excess of \$150,000). (Applies to all contracts, subcontracts, and subgrants when required by Federal grant program legislation).

64. PROCUREMENT OF RECOVERED MATERIALS (CFR 200.322)

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the time exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. (Applies to all contracts, subcontracts, and subgrants when required by Federal grant program legislation).

65. SCRUTINIZED COMPANIES:

By submitting a bid any vendor/contractor certifies that it is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in Iran Petroleum Energy Sector List; has been placed on the Scrutinized Companies That Boycott Israel List or is engaged in a boycott of Israel or has been engaged in business operations in Cuba or Syria. In the event that it is subsequently determined that the vendor/contractor submitted a false certification, any contract resulting from this bid may be immediately terminated in accordance with FL Statute 287.135.

66. VARIANCE IN CONDITION:

Any and all **Special Conditions** and specifications attached hereto which vary from these **GENERAL TERMS and CONDITIONS**, shall have precedence.

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REQUEST FOR QUALIFICATIONS

CONSTRUCTION MANAGEMENT AT RISK SERVICES

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SECTION I

SELECTION PROCESS

A. INTRODUCTION

This document shall serve to provide interested parties with specific information as to the procedures for selection of Construction Management at Risk (CMR) where the method of compensation is a Negotiated Fee for THE SCHOOL DISTRICT OF PINELLAS COUNTY, FLORIDA. Pursuant to the Florida Consultant's Competitive Negotiation Act, Section 287.055 F.S., The School Board of Pinellas County, Florida (hereinafter referred to as the "Board"), will consider the contracting of a Construction Manager at Risk.

PROJECT:

Business entities interested in providing Construction Management at Risk (CMR) to the Board are hereby notified that a sealed Qualifications Statement for providing the required services must be received not later than **4:00 PM ET on June 28, 2022**, in the Purchasing Department, The Pinellas County School Board (PCSB), 301 4th Street SW Largo, FL 33770.

This general information application packet shall serve to provide interested parties as to the procedures for selection of Construction Management at Risk for the Board.

B. GENERAL INSTRUCTIONS

The response shall be clearly identified as:

Request for Qualifications – **Construction Management at Risk for Sandy Lane Elementary School Remodel**

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

Purchasing Department, 3rd Floor
Pinellas County School Board
301 Fourth St. SW
Largo, FL 33770

Proposers shall submit one (1) original marked as the original, six (6) complete copies and one (1) electronic copy on a USB flash drive, on or before the deadline listed above.

Any questions concerning the Request for Qualifications shall be directed in writing via e-mail to Joe Benjamin, Director of Purchasing at benjaminst@pcsb.org. All responses of a material nature will be posted as an addendum to the Request for Qualifications.

Applicants that do not comply with the Board's Procedures or established will not be considered. After the Evaluation Committee has reviewed and scored the submittals and made a recommendation for award, surplus submittal books will be available to be picked up by the respondent from the Facilities Department located at the Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL.

The Board is not liable for any costs incurred by the Applicants prior to the issuance of an executed contract.

The contents of the proposal of the successful Applicant will become part of the contractual obligations.

All information submitted by Applicants is subject to the Laws of Perjury as set forth in Chapter 837, Florida Statutes. In the event an Applicant is found to have committed perjury, such Applicant shall be ineligible for consideration for future projects. The minimum qualifying information outlined in Sections I and II shall be submitted by an Applicant as a prerequisite for consideration by the Committee and the Board. In order to facilitate selection by the Committee, Applicants are required to respond and index their submittals with the same paragraph notations as in Section II, Qualification Statement Format. The questionnaire is included with the RFQ.

Proposals must be typed or printed. All corrections made by the Applicant prior to the opening must be initialed and dated by the Applicant.

Any questions concerning this Request for Qualifications shall be directed in writing via e-mail to Joe Benjamin, Director of Purchasing at benjaminst@pcsb.org. All responses of a material nature will be posted as an addendum to the Request for Qualifications.

All firms are hereby placed on notice that the Board, school-based staff, District level staff and members of the Evaluation Committee shall not be lobbied either individually or collectively about this project. Firms and their agents are hereby placed on notice that they are not to contact members of the Board or staff members for such purposes as holding meetings of introduction, dinners, etc. in the attempt to influence the outcome of the selection process, if they intend to, or have submitted a proposal or Letter of Interest for this project. Such communication may result in an automatic disqualification for selection in the pending solicitation and any subsequent District solicitations for a period of six (6) months, no matter the outcome of the solicitation or any protest and/or appeal.

C. PROJECT DESCRIPTION

Provide Construction Management at Risk for Sandy Lane Elementary School Remodel:

Scope of Work:

The project includes remodeling the existing Sandy Lane Elementary School campus which houses the Conservatory for the Arts. The Conservatory for the Arts is the district's only full arts-integration program where the approach to teaching entails students using various art forms to construct and demonstrate understanding. Students creatively engage in project-based learning where connections between an art form and another subject area are explored to gain greater understanding in both areas. The project's remodel goal is to divide the open plan layout with permanent walls to create dynamic, state-of-the-art spaces fostering a creative environment where students utilize art to enhance their learning experience. The project's second goal is to move or create a more functional area for parent pick up/drop off and entrance to the school that fully embodies the arts-integration theme so that all who enter are immersed in the arts. When complete, the campus design should exemplify Sandy Lane Elementary Conservatory for the Arts theme for classroom innovation and social interaction with adaptive learning spaces.

Exterior Improvements:

- Enhance the front entrance and arrival/drop off area for visitors. This may include reworking the existing parking lot layout
- Re-locate the existing bicycle rack
- Reseal exterior brick
- Repair any stucco and repaint exterior stucco banding and soffit areas
- Install new program specific playground equipment

Permanent Walls:

- Demolish existing Haueserman and cubicle partitions
- Install new metal framing for walls from floor to roof deck
- Insulate new walls from floor to roof deck
- Install drywall from floor to roof deck and finish
- Fire rate all penetrations through rated walls
- Install new interior doors, frames and hardware
- Interior paint
- Install power in new walls
- Install data drops in new walls
- Install Voice over IP system throughout
- Install marker boards and tack boards in classrooms
- Modify existing fire alarm system in new walls
- Install panic button system throughout
- Install new clock system throughout
- Install new FISH numbering system throughout
- Install new storefronts and doors
- Remove, store and reinstall security cameras throughout

Casework:

- Install casework in classrooms
- Install sinks in casework
- Provide water supply and cut and patch floors for drainage for sinks
- Provide roof penetrations for vent stacks
- Install 5' high walls with new bookshelves and countertops in Media Center to provide separation for adjoining spaces

HVAC:

- Relocate existing VAV's to accommodate new walls
- Install fire dampers throughout
- Install a complete new return air duct system throughout
- Demolish existing ceilings and lights and replace lights with LED throughout
- Provide automatic lighting control throughout
- Test and balance of system will be provided by owner

Flooring:

- Remove existing flooring throughout and replace with new

Administration suite:

- Create new front lobby and administration suite
- New conference room adjacent to the administration suite larger enough for staff meetings

Fire Suppression: As needed campus wide

The estimated construction Budget is: \$14,200,00.00.

Architect: FleischmanGarciaMaslowski Architecture

All facilities are owned by the District. All work shall comply with FL State Statutes, State Requirements for Educational Facilities (SREF), District requirements and State Codes.

The District will be utilizing a Direct Material Purchase process for all building materials with a value of over \$5,000.00.

D. SELECTION PROCESS MILESTONES (ANTICIPATED DATES/TIMES)

- May 27, 2022 Request for Qualifications notice e-mailed to prospective bidders & RFQ documents posted on the Public Purchase Web Site.
- May 27, June 3, June 10, 2022 Legal Advertisements- Business Observer
- June 20, 2022 Last Day to request information
- June 28, 2022 **Proposals due in Purchasing @ 4 p.m. E.T.** Public bid opening to follow immediately thereafter in Room A318, Purchasing Department, School Administration Building, 301 4th Street S.W., Largo, Florida.
NOTE: The Largo Administration Building is now a secured building effective December 1, 2015 and visitor procedures have changed. Inform the officer at the front desk that you have a bid to be delivered to the Purchasing Department. The officer will call Purchasing and someone from the department will come to the front desk to date and time stamp your bid and provide a receipt. This process may take several minutes, so please allow sufficient time when hand delivering a bid submittal.
- June 30 – July12, 2022 Committee Members evaluate and score responses from contractor(s).
- July 14, 2022 Evaluation Committee meeting to score and rank responses. Meeting @. in the Royal Palm Room, Walter Pownall Service Center, 11111 S. Belcher Road, Largo, FL
- August 19, 2022 Interviews and final ranking of responses.

All Evaluation Meetings are open to the public, presentations and interviews are closed. Public meeting notices will be posted to the District Purchasing Department website.

E. MANDATORY SUBMITTAL REQUIREMENT

All responses to the RFQ, with the exception of sample items which typically are generated in larger format, shall be submitted in an 8-1/2" x 11", edge-bound format. Covers may be slightly larger. Sections shall be tabbed to correspond to the headings listed in the RFQ Contents shall be in conformance with requested criteria utilizing the applicant firm's phrasing to complete the requested listing. The booklet shall be numbered with the maximum number of pages being 80.

F. SELECTION PROCESS FOR PROPOSALS AND METHOD OF EVALUATION:

The Evaluation Committee will review all proposals received by the specified due date and time and score the proposals independently in accordance with the criteria listed in this Request for Qualifications on the Proposal Evaluation Form and pursuant to F.S. 287.055. After each member of the Evaluation Committee has submitted their scores, they will be totaled and the firms with the highest scores, no fewer than three (3), will be selected to participate in the oral interviews/presentations.

All proposals will be evaluated using a weighted point system applied to a list of both objective and subjective criteria. The criteria and their associated point value are listed on the **Proposal Evaluation Form** included in this document. Written proposals are worth 100 points.

Oral interview/presentation scores are worth 100 points. Each committee member score will be multiplied by 3, that number will be added to the written score for a total score. Those total scores will be added together to determine a grand total. The highest scoring firm will be the highest ranked firm and recommended for award.

G. PUBLIC RECORD LAW

Public Records: Section 119.0701, Florida Statutes, requires that the Contractor comply with Florida's public records laws with respect to services performed on behalf of the School Board. Specifically, the statute requires that the Contractor:

- a. Keep and maintain public records required by the School Board to perform the service.
- b. Upon request from the School Board's custodian of public records, provide the School Board with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 of the Florida Statutes or as otherwise provided by law.
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the term of this Agreement and following completion of the Agreement if the Contractor does not transfer the records to the School Board.
- d. Upon completion of the Agreement, transfer, at no cost, to the School Board all public records in the possession of the Contractor or keep and maintain public records required by the School Board to perform the service. If the Contractor transfers all public records to the School Board upon completion of the Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the public agency's custodian of public records, in a format that is compatible with the information technology systems of the public agency.
- e. A request to inspect or copy public records relating to this Agreement must be made directly to the School Board. If the School Board does not possess the requested records, the public agency shall immediately notify the Contractor of the request, and the Contractor must provide the records to the School Board or allow the records to be inspected or copied within a reasonable time.

- f. The failure of the Contractor to comply with these provisions, if applicable, shall constitute a default and material breach of this Agreement, which may result in immediate termination, with no penalty to the School Board and may also result in penalties under Section 119.10, Florida Statutes.
- g. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS, ANGELA BROWN, SUPERVISOR OF RECORDS MANAGEMENT AT 727-793-2701 X 2393, 2929 COUNTY ROAD 193, CLEARWATER, FL 33759, brownangel@pcsb.org.**

H. BACKGROUND SCREENING

As required by The Jessica Lunsford Act [s.21 of Ch.2005-28, L.O.F.], if anyone representing a vendor under contract with the school district **will have access to school grounds when students are present, have direct contact with students or have access to or control of school funds**, such personnel are required to be screened at Level 2, to include fingerprinting, statewide criminal and juvenile justice records checks through the Florida Department of Law Enforcement and federal criminal records checks through the Federal Bureau of Investigation. [s. 1012.465, Florida Statutes]

The requirements of this law must be met in order for the School Board to contract with your company. To make an appointment to be screened by Pinellas County Schools, go to:
<http://fieldprintflorida.com/>

The code for a full submission (fingerprinting and new badge) is FPPCSVendors.
The code for a badge replacement only is FPPCSBadge.

If Contractor/Vendor is awarded all or a portion of this bid, Contractor/Vendor hereby acknowledges and agrees to abide by the Florida Jessica Lunsford Act (1012.465, F.S.) and obtain, at its own cost, Level 2 clearance of all employees, agents, and subcontractors who (1) have access to school grounds when students are present, (2) have direct contact with students, on or off school grounds, or (3) have access to or control of school funds.

SECTION II

RESPONSE TO REQUEST FOR QUALIFICATION STATEMENT FORMAT

DELIVERABLES

To facilitate analysis of its qualifications package, the firm shall prepare its qualifications package in accordance with the instructions outlined in this section. This qualifications package shall not be more than 80 pages “including” the Experience Questionnaire and excluding” tabs “only. (Please number pages). The Experience Questionnaire and all forms, reports, or statements in this RFQ shall be typed or printed (see **FILLABLE BID FORMS**, page 14).

RFQ packages received after the designated deadline will be returned to the applicant firm, unopened. If the firm’s qualifications package deviates from these instructions, such qualifications package may, in the District’s sole discretion, be rejected.

The District is not responsible for any cost incurred by the applicant firms, prior to the issuance of an executed contract.

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TAB 1: MINIMUM REQUIREMENTS (NON-SCORED)

All items in Tab 1 shall be included in the response, if not included, the proposal will be deemed non-responsive.

1. PCS FORM 3-852-A-RFQ

Complete and sign PCS Form 3-852-A-RFQ (page 1 of this document).

2. LETTER OF INTRODUCTION (NON-SCORED)

Letter shall include a brief summary of firm’s history and commitment to project. Letter shall be limited to one page.

3. PROFESSIONAL LICENSES, CURRENT

Provide copies of all current contractors’ licenses.

4. INSURANCE PROGRAM

Describe the firms’ insurance programs and include a copy of the firms’ insurance certificates, which indicate coverages that meet the District’s requirements. See INSURANCE SPECIFICATIONS FOR CONTRACTORS included in this RFQ document.

5. FINANCIAL INFORMATION

In a “**separate sealed envelope**” addressed exactly like the RFQ package and with “**Financial Information**” typed on the face, submit one audited financial statement of the applicant firm which must include a balance sheet, income statement, statement of cash flows and notes to the financial statement. The audited financial statement must not be older than 1 year. However, if the most current financial statement has not been audited, a current balance sheet must accompany the most recent audited financial statement.

Bonding the Guaranteed Maximum Price contract will be a requirement, therefore, provide a written statement **from the firm's bonding company** indicating the bonding company's willingness to bond this project if awarded to this firm and attach it to the firm's financial statement. **Proposals that do not contain the required "Financial Information" shall be deemed non-responsive.**

Firms only need to provide ONE copy of the Financial Information and Bonding Statement.

TAB 2: GENERAL INFORMATION (10 MAXIMUM POINTS)

1. Experience Questionnaire (Utilize form provided)
2. Financial Capability Statement (Utilize form provided)

If the applicant firm is a corporation, add copies of the following to Tab 2:

3. Incorporation Documents from the Secretary of State of Florida
4. **"Certified Original"** of the corporate minutes authorizing the firm's representative's signature
5. Equitable Distribution:

In an effort to consider the equitable distribution of work, the committee chairperson shall evaluate data showing dollar amounts of projects awarded and/or contracted by Pinellas County Schools to the submitting firms. The dollar amount of the projects awarded will reflect the estimated **construction budget** listed on the Request for Qualifications (RFQ) and/or the Invitation to Bid (ITB) for projects awarded in the last three (3) fiscal years (July 1-June 30). This includes continuing contracts awarded and/or contracted.

The points will be distributed as follows: (these points are included in the 10 maximum points)

0.00 to 10,000,000	3 points
10,000,001 to 20,000,000	2 points
20,000,001 to 30,000,000	1 point
30,000,001 and over	0 points

TAB 3: REFERENCE QUESTIONNAIRE (0-4 points)

Provide a list of a minimum of four (4) references in this section. Those references must complete the enclosed "Reference Questionnaire" **and have them sent directly to Joe Benjamin, Director of Purchasing** at benjaminst@pcsb.org prior to the Request for Qualifications due date and time. References received after the due date and time will not be considered.

TAB 4: LOCATION (0-3 POINTS)

- A. Pinellas County – 3 points
- B. Pasco, Hillsborough and Manatee Counties – 2 points
- C. State of Florida – 1 point
- D. Outside state of Florida – 0 points

TAB 5: QUALIFICATIONS OF ANTICIPATED STAFF (0-15 POINTS)

1. Executive Summary – Explain in detail your rationale for selecting your firms’ team for this project. Provide a matrix of the personnel forming your team along with up to ten projects that they have worked on together which are similar in scope to the proposed project. Provide a detailed project page for each project included in the matrix. (10 points)
2. Provide a professional resume for each member of your team. (5 points).

TAB 6: QUALIFICATIONS OF THE FIRM (0-20 POINTS)

1. Executive Summary - Based on the projects you are submitting for review in this section, explain why you are the most qualified firm for this project. Provide at least one specific example of how the knowledge you gained in these projects will contribute to the success of the proposed project. (10 points)
2. Provide a detailed project page for five projects with similar scope which highlights your firms’ ability to successfully deliver the proposed project. You may highlight projects completed by your firm that have not involved your proposed team. (10 points)

TAB 7: AVAILABILITY OF STAFF (0-20 POINTS)

1. Executive Summary – Explain your staffing model. How do you optimize your staffing model to ensure quality control and cost efficiency? (10 points)
2. How do your current and future workloads influence your staffing and scheduling decisions? To support your response, provide a staffing matrix which includes an approximate timeline for the proposed project and which the following: (10 points).
 - a. The key personnel expected to be assigned to the project along with their role in the project.
 - b. The amount of time each team member is expected to devote to our project from its inception to closeout.
 - c. The amount of time each team member is expected to devote to other projects the firm is involved in from the inception of our project to the close of our project.

TAB 8: COST CONTROL AND SCHEDULING (0-10 POINTS)

1. Describe in detail how your firm arrives at a proposed GMP. (2 points).
2. How will you identify cost control opportunities? Give a specific example of a cost control opportunity you identified in a prior project along with your solution and the cost savings. (2 points).
3. Provide an example of how your can accelerate the project schedule in order to bring the project to completion on time and in order to reduce costs. (2 points).
4. How are you going to encourage and ensure local subcontractor bid participation? (4 points)

TAB 9: WARRANTY PROGRAM AND TRAINING (0-6 POINTS)

1. Provide your quality assurance plan for this project, include your firms’ approach for validating compliance with the construction documents and explain your process for ensuring quality workmanship. (2 points)
2. Describe your warranty process including your training program. (2 points).
3. Provide your closeout management plan for this project. Describe your systems and procedures for your closeout plan. (2 points).

TAB 10: PCSB FACILITIES DESIGN AND CONSTRUCTION EVALUATION (0-12 POINTS)

NOTE: Points for this Tab will be scaled from average evaluations held by the Facilities Design and Construction Department. New firms with no evaluations on file will receive a base line score of seven (7). For reference, form is posted on the PCSB Purchasing website under RFQ Construction Management Services. No response is necessary under this tab, it is for information purposes only.

SECTION III
INTERVIEW/PRESENTATION FORMAT

Section III is for the Interview/Presentation Process. All scoring for this section is subjective and scored separately by the Committee Members based on their individual judgment of your presentation. The firms conducting the interview should cover all the topics indicated below, this is not the time to market your firm. It is important to follow the steps in order to ensure you cover all of the topics to receive the maximum score.

1. Communication and Proposed Project Staff (0-10 points)

Briefly discuss your firms' approach towards becoming a partner with Pinellas County Schools in this project:

- Explain how you will relieve the principal of the burden of communicating project updates to staff, parents and the community.
- Explain how your firm will communicate with the District's Facilities Design and Construction Department and the design firm for this project.
- Provide a leave behind which confirms your proposed team is the same team in your submittal. Verbally explain any changes to your proposed team which have occurred since your submittal.

2. Local Subcontractor Participation & Economic Impact (0-10 points)

- Identify your approach to encourage local subcontractor participation. Provide data from your past three (3) projects of similar scope that shows the level of local subcontractor participation. Please share your definition of local subcontractor.
- Describe efforts you will undertake which will help the district showcase the project and its economic impact on the local economy.

3. Cost Control/Value Engineering (0-15 points)

Provide an analysis of the proposed budget for the project. Demonstrate knowledge and experience in the evaluation of building systems and construction techniques and provide recommendations which may create increased value in order to meet the budgetary requirements of the project.

4. Knowledge of the Project Site, and Educational Needs of the School (0-25 points)

Identify and discuss what you view to be the top three key issues/challenges facing this project. In your discussion demonstrate knowledge of the project site including the facility's existing conditions and local ordinances as they pertain to the project. In addition, discuss any unique educational needs/requirements of the school and how you will work to meet or protect those interests.

5. Overall Approach and Schedule (0-40 points)

Discuss in detail your plan for performing this project including the services to be provided and the interrelationships of all parties. As a part of the project approach, propose a schedule for effectively managing and executing the work in the optimum time, develop a detailed schedule identifying all major project activities and milestones.

REQUEST FOR QUALIFICATIONS: EXPERIENCE QUESTIONNAIRE

GENERAL INFORMATION

Submitted by: _____
Address: _____

Telephone; _____
Fax: _____

Qualifying Agent's Name _____
License Number: _____

Check One: A Corporation ☐ A Partnership ☐ A Joint Venture: ☐

Certified Minority Contractor: Certifying Agency: _____

☐ African American ☐ Hispanic American ☐ Asian American
☐ Women Owned ☐ Native American ☐ Service Disable Veteran

If a Corporation:

Date of Incorporation; _____
State of Incorporation: _____
President Name: _____
Vice President: _____
Secretary: _____
Treasurer; _____

If a Partnership or Individual Proprietorship:

Date of Organization: _____
If Partnership, state if
General or Limited: _____
Name of Owners/Partners _____
Address: _____

REQUEST FOR QUALIFICATIONS: EXPERIENCE QUESTIONNAIRE

Current Firm Name: _____

How many years has this firm been in business: _____

Previous Firm Name: _____

How many years had the previous firm been in business? _____

Indicate Firm History (chronology):

SUBSIDIARY OR AFFILIATED COMPANIES IN WHICH PRINCIPALS HAVE FINANCIAL INTEREST

Name and Address of Subsidiary or Affiliated Companies	Explain in detail the Principal's interest in this Company and Nature of Business

The Firm acknowledges that information provided in this Experience Questionnaire and the Financial Statement is for the expressed purpose of inducing the Owner to whom it is submitted to award a contract to the Firm and further the Firm acknowledges that the Owner may at its' discretion, by means which the Owner may choose, determine the truth and accuracy of all statements made by the Firm.

REQUEST FOR QUALIFICATIONS: EXPERIENCE QUESTIONNAIRE

Is your Firm currently pre-qualified with any governmental agency? Yes ☐ No ☐

If yes, please list agency/agencies:

Within the previous seven (7) fiscal years, has your Firm been denied a contract award on which you submitted the low bid in competitive bidding, or been refused prequalification? Yes ☐ No ☐

If yes, please explain:

Within the previous seven (7) fiscal years, has your Firm failed to complete a project? Yes ☐ No ☐

If yes, state the name of the project, the Firm responsible, and the reason for failure to complete.

Within the previous seven (7) fiscal years, has your Firm been involved in litigation? Yes ☐ No ☐

If yes, state the name of the project, the Firm responsible, and explain the nature and current status.

REQUEST FOR QUALIFICATIONS: EXPERIENCE QUESTIONNAIRE

Within the previous seven (7) fiscal years have there been any liquidated damages, penalties, liens, defaults, or cancellations imposed or filed against your Firm? Yes ☐ No ☐

If yes, state the name of the project, the Firm responsible, and explain the nature and current status.

Within the previous seven (7) fiscal years, has your Firm declared bankruptcy? Yes ☐ No ☐

If yes, please explain:

REQUEST FOR QUALIFICATIONS: EXPERIENCE QUESTIONNAIRE

FINANCIAL CAPABILITY STATEMENT

Firm Name: _____

Complete the following;

Total Billings for Previous Three (3) Fiscal Years:

<u>Year</u>	<u>Total Billings</u>

For years referenced above, estimated total value of uncompleted work on outstanding contracts:

<u>Year</u>	<u>Total Billings</u>

The Firm's financial statement and the Bonding Company's letter, placed in a separate sealed envelope as required by this "Request for Qualifications", is a true and accurate representation of the financial status of this Firm.

The undersigned certifies that he/she is a principal or officer of the Firm authorized to sign on behalf of the Firm and certifies that all information included within this application is true and accurate and that all statements of intent or proposed future action (including the assignment of personnel and the provisions of services) will be honored by the Firm if awarded the contract.

For and on behalf of the Firm

(signature)

(typed name)

(title)

REFERENCE QUESTIONNAIRE

Provide a minimum of four (4) completed Reference Questionnaires, two (2) from previous owners, NOT PCSB, and two (2) from architects from completed projects and, **COMPLETED** responses shall be sent to Joe Benjamin via email at benjaminst@pcsb.org prior to . (Duplicate this form as needed)

Applicant Firm Name: _____
Reference Organization/Firm Name: _____
Reference Contact Person _____
Telephone: _____
Email Address: _____
RFQ # _____ Project: _____

Please use the following scoring guidelines:

(1) Did not meet expectations (2) Below Average (3) Average/Satisfactory (4) Above Average

Item	Question	Score
1	How would you score this firms' pre-constructions services?	_____
2	How would you score this firms' cost control to stay within construction budget?	_____
3	How would you score this firms' ability to resolve conflicts professionally and in a timely manner?	_____
4	How would you score this firms' working relationship with owner	_____
5	How would you score this firms' working relationship with architect and consultants?	_____
6	How would you score this firms' ability to complete the project on time?	_____
7	How would you score this firms' ability to complete punch list deficiencies in a timely manner?	_____
8	How would you score this firms' ability to accurately document actual conditions for as built records?	_____
9	How would you score this firms' ability to administratively close out the project?	_____
10	How would you score this firms' warranty program?	_____
11	Would you use this firm again?	Yes <input type="checkbox"/> No <input type="checkbox"/>

Additional Comments:

(Signature)

For PCSB Use Only: Total Raw Score _____

SUBMITTALS CHECKLIST

Name of Firm: _____

Signature of Evaluator: _____

To help ensure that you include all the submittals necessary to complete a thorough evaluation of your proposal, we ask that you use this checklist to make sure you have enclosed all **Required** submittals before sealing and submitting your proposal.

The list below comprises the **Required Submittals**, and they **must be** submitted at the time you submit your proposal or it will be declared non-responsive. Submit seven (7) **complete copies** and one electronic copy of your proposal.

<u>Verified</u> by Firm	<u>Verified</u> by Evaluator	Description of Required Submittal	Page No.
<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Form 3-852-A-RFQ	1
<input type="checkbox"/>	<input type="checkbox"/>	TAB 1: MINIMUM REQUIREMENTS	1
<input type="checkbox"/>	<input type="checkbox"/>	TAB 2: General Information	
<input type="checkbox"/>	<input type="checkbox"/>	TAB 3: References	
<input type="checkbox"/>	<input type="checkbox"/>	TAB 4: Location	
<input type="checkbox"/>	<input type="checkbox"/>	TAB 5: Qualifications of Anticipated Staff	
<input type="checkbox"/>	<input type="checkbox"/>	TAB 6: Qualifications of the Firm	
<input type="checkbox"/>	<input type="checkbox"/>	TAB 7: Availability of Staff	
<input type="checkbox"/>	<input type="checkbox"/>	TAB 8: Cost Control and Scheduling	
<input type="checkbox"/>	<input type="checkbox"/>	TAB 9: Warranty Program and Training	

Items listed as **Requested** should be submitted at the time you submit your bid to facilitate the bid evaluation process, but will not be cause for declaring your bid non-responsive.

<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Drug Free Workplace Certification Form (optional)	
<input type="checkbox"/>	<input type="checkbox"/>	Completed and signed Certification Regarding Debarment Form AD-1048	

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

- 1) Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Authorized Signature

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION
INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED
TRANSACTIONS**

This certification is required by the regulations implementing *Executive Order 12549, Debarment and Suspension, 7 CFR Part 3017, Section 3017.510, Participants responsibilities*. The regulations were published as ***Part IV of the January 30, 1989, Federal Register (pages 4722-4733)***.

******* BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE SIDE *******

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

Organization Name

PR/Award Number or Project Name

Name(s) and Title(s) of Authorized Representative(s)

Signature(s)

Date

Form AD-1048 (1/92)

INSTRUCTIONS FOR CERTIFICATION

1. By signing and submitting this form, the prospective lower tier participant is providing the certification set out on the reverse side in accordance with these instructions.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Form AD-1048 (1/92)

Executive Order 12549--Debarment and Suspension

Source: The provisions of Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

By the authority vested in me as President by the Constitution and laws of the United States of America, and in order to curb fraud, waste, and abuse in Federal programs, increase agency accountability, and ensure consistency among agency regulations concerning debarment and suspension of participants in Federal programs, it is hereby ordered that:

Section 1. (a) To the extent permitted by law and subject to the limitations in Section 1(c), Executive departments and agencies shall participate in a system for debarment and suspension from programs and activities involving Federal financial and nonfinancial assistance and benefits. Debarment or suspension of a participant in a program by one agency shall have government-wide effect.

(b) Activities covered by this Order include but are not limited to: grants, cooperative agreements, contracts of assistance, loans, and loan guarantees.

(c) This Order does not cover procurement programs and activities, direct Federal statutory entitlements or mandatory awards, direct awards to foreign governments or public international organizations, benefits to an individual as a personal entitlement, or Federal employment.

Sec. 2. To the extent permitted by law, Executive departments and agencies shall:

(a) Follow government-wide criteria and government-wide minimum due process procedures when they act to debar or suspend participants in affected programs.

(b) Send to the agency designated pursuant to Section 5 identifying information concerning debarred and suspended participants in affected programs, participants who have agreed to exclusion from participation, and participants declared ineligible under applicable law, including Executive Orders. This information shall be included in the list to be maintained pursuant to Section 5.

(c) Not allow a party to participate in any affected program if any Executive department or agency has debarred, suspended, or otherwise excluded (to the extent specified in the exclusion agreement) that party from participation in an affected program. An agency may grant an exception permitting a debarred, suspended, or excluded party to participate in a particular transaction upon a written determination by the agency head or authorized designee stating the reason(s) for deviating from this Presidential policy. However, I intend that exceptions to this policy should be granted only infrequently.

Sec. 3. Executive departments and agencies shall issue regulations governing their implementation of this Order that shall be consistent with the guidelines issued under Section 6. Proposed regulations shall be submitted to the Office of Management and Budget for review within four months of the date of the guidelines issued under Section 6. The Director of the Office of Management and Budget may return for reconsideration proposed regulations that the Director believes are inconsistent with the guidelines. Final regulations shall be published within twelve months of the date of the guidelines.

Sec. 4. There is hereby constituted the Interagency Committee on Debarment and Suspension, which shall monitor implementation of this Order. The Committee shall consist of representatives of agencies designated by the Director of the Office of Management and Budget.

Sec. 5. The Director of the Office of Management and Budget shall designate a Federal agency to perform the following functions: maintain a current list of all individuals and organizations excluded from program participation under this Order, periodically distribute the list to Federal agencies, and study the feasibility of automating the list; coordinate with the lead agency responsible for government-wide debarment and suspension of contractors; chair the Interagency Committee established by Section 4; and report periodically to the Director on implementation of this Order, with the first report due within two years of the date of the Order.

Sec. 6. The Director of the Office of Management and Budget is authorized to issue guidelines to Executive departments and agencies that govern which programs and activities are covered by this Order, prescribe government-wide criteria and government-wide minimum due process procedures, and set forth other related details for the effective administration of the guidelines.

Sec. 7. The Director of the Office of Management and Budget shall report to the President within three years of the date of this Order on Federal agency compliance with the Order, including the number of exceptions made under Section 2(c), and shall make recommendations as are appropriate further to curb fraud, waste, and abuse.

INSURANCE SPECIFICATIONS FOR CONTRACTORS

(present this information to your insurance agent)

The contractor shall obtain, within ten (10) working days of the award by the School Board, all of the insurance coverage's required in the project specifications. Certificates of Insurance shall be filed with and approved by the School Board before the contractor or any subcontractor is allowed to commence work on the project.

The School Board of Pinellas County shall be listed both as an "Additional Insured" and "Certificate Holder" on all insurance policies obtained by the contractor as the result of being awarded a contract; unless expressly prohibited by the insurance company. A written explanation of that insurance company's position will be attached to the Certificate of Insurance filed with the School Board of Pinellas County's Risk Management Department. Any requirement by the contractor's insurance company that an additional premium shall be required for the issuance of a Certificate of Insurance with the School Board of Pinellas County as an "Additional Insured" shall not excuse any failure to obtain the required insurance certificate. The School Board of Pinellas County requires a 10 notice of cancellation and a 30 notice for non-renewal.

The name of the insurance company(ies) listed on the Certificate of Insurance on file in the Risk Management Department shall be the same as it appears in Best's Financial Strength Rating. The insurance company named on the Certificate of Insurance shall have a rating of "A-V" or better as stated in Best's Financial Strength Rating.

I. GENERAL LIABILITY INSURANCE

The contractor shall provide the ISO Commercial General Liability Policy. The Owner shall be exempt from, and in no way liable for, any sums of money which may represent a deductible in any insurance policy. The payment of such deductible shall be the responsibility solely of the contractor or subcontractor providing such insurance.

The **Commercial General Liability Policy (CGL)** is a method of automatically providing a broad range of common coverage extensions to the CGL policy that firms often need and overlook. By having a CGL policy, it will reduce the overall cost of providing those other coverage's at a future date and allows for a wide distribution of those packaged coverage's.

The **CGL** policy shall provide coverage of at least the following items:

- a) **General Aggregate:**
 - i) **Premises Operation** which will include XCU coverage except when work does not include foundation, structural work, pressure fired vessels or materials or construction techniques which could explode.
 - ii) **Independent Contractor's Protective** which provides coverage for injury to others arising out of the independent contractors work. General Contractors may opt to provide this coverage in lieu of naming the School Board of Pinellas County as "Additional Insured".
 - iii) **Broad Contractual Liability** which is liability assumed by the insured under any contract agreement. This includes any oral or written contract or agreement relating to the conduct of the named insured's business. If excluded, exception for liability is assumed in an insured contract.
- b) **Products and Completed Operations**
- c) **Personal & Advertising Injury Liability**

The contractor shall obtain insurance which shall at least meet the following minimum limits:

INSURANCE SPECIFICATIONS FOR CONTRACTORS

(present this information to your insurance agent)

For projects/contracts under \$500,000.00:

- \$1,000,000.00 per occurrence, \$2,000,000.00 general aggregate.

For projects/contracts \$500,000.00 and over:

- \$5,000,000.00 per occurrence, \$5,000,000.00 general aggregate.

2. AUTOMOTIVE LIABILITY INSURANCE

The contractor shall obtain Business Coverage Automobile Insurance which shall protect the contractor from claims for damage for personal injury, bodily injury including accidental death, as well as claims for property damages which may arise from operations under this contract whether such operations are by himself or by anyone directly or indirectly employed by him. Coverage shall include owned, non-owned, hired and rented vehicles.

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- \$300,000.00 Combined Single Limit
- \$100,000.00 Bodily Injury (per person), \$300,000.00 Bodily Injury (per accident)
- \$100,000.00 Property Damage

3. WORKERS' COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this Contract, Workers' Compensation Insurance for all of his employees connected with the work of this Project and, in case any work is sublet, the contractor shall require the subcontractors similarly to provide Workers' Compensation Insurance as required by FS 440 for all the latter's employees unless such employees are covered by the protection of the contractor. The following limits shall be obtained:

The contractor shall obtain insurance which shall at least meet the following minimum limits:

- State Worker's Compensation: Statutory
- Employer's Liability: \$100,000.00 Each Accident
\$500,000.00 Disease, Policy Limit
\$100,000.00 Disease, Each Employee

(insuranc.dot) mar 1/1/1 (Rev 04/11)

Pinellas County District Schools

Bid Protest Procedure

A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by 120.57(3) enumerated below. For bids solicited by the purchasing department, the notice must be filed with the director of purchasing. For bids solicited by the facilities department, the notice must be filed with the director of facilities.

1. Any person who is adversely affected by the district decision or intended decision shall file with the director of purchasing or director of facilities a notice of protest in writing within 72 hours after the posting of the bid tabulation or after receipt of the notice of the district decision or intended decision and shall file a formal written protest within 10 days after filing the notice of protest. With respect to a protest of the specifications contained in an invitation to bid or in a request for proposals, the notice of protest shall be filed in writing within 72 hours after the receipt of notice of the project plans and specifications or intended project plans and specifications in an invitation to bid or request for proposals, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.
2. Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to FS 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the Pinellas County School District in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check, money order or U.S. currency will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the district prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, he or she shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees.
3. Upon receipt of the formal written protest and protest bond which has been timely filed, the district shall stop the bid solicitation process or the contract award process until the subject of the protest is resolved by final district action, unless the Superintendent sets forth in writing particular facts and circumstances which require the continuance of the bid solicitation process or the contract award process without delay in order to avoid an immediate and serious danger to the public health, safety, or welfare.
4.
 - a) The district shall provide an opportunity to resolve the protest by mutual agreement between the parties within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of a formal written protest.
 - b) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is no disputed issue of material fact, an informal proceeding shall be conducted pursuant to 120.57(2) FS and applicable district rules before a person whose qualifications have been prescribed by rules of the district.
 - c) If the subject of a protest is not resolved by mutual agreement within 7 days, excluding Saturdays, Sundays, and legal holidays, after receipt of the formal written protest, and if there is a disputed issue of material fact, the district shall refer the protest to the Division of Administrative Hearings for proceedings under 120.57(1) FS.
5. Upon receipt of a formal written protest referred pursuant to this subsection, the director of the Division of Administrative Hearings shall expedite the hearing and assign an administrative law judge who shall commence a hearing within 30 days after the receipt of the formal written protest by the division and enter a recommended order within 30 days after the hearing or within 30 days after receipt of the hearing transcript by the administrative law judge, whichever is later. Each party shall be allowed 10 days in which to submit written exceptions to the recommended order. A final order shall be entered by the district within 30 days of the entry of a recommended order. The provisions of this paragraph may be waived upon stipulation by all parties.
6. In a competitive-procurement protest, no submissions made after the bid or proposal opening amending or supplementing the bid or proposal shall be considered. Unless otherwise provided by statute, the burden of proof shall rest with the party protesting the proposed district action. In a competitive-procurement protest, other than a rejection of all bids, the administrative law judge shall conduct a de novo proceeding to determine whether the district's proposed action is contrary to the district's governing statutes, the district's rules or policies, or the bid or proposal specifications. The standard of proof for such proceedings shall be whether the proposed district action was clearly erroneous, contrary to competition, arbitrary, or capricious. In any bid-protest proceeding contesting an intended district action to reject all bids, the standard of review by an administrative law judge shall be whether the district's intended action is illegal, arbitrary, dishonest, or fraudulent.