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09/18/2023

Request for Proposal (RFP) - HVAC Services for Florida Repertory Theatre FEI #65-0827621

Dear Prospective HVAC Contractor,

Florida Repertory Theatre, a registered not-for-profit 501(c)3 charitable organization in the state of Florida, is seeking proposals from qualified HVAC companies to provide HVAC services / replacements for their facility located at 2268 Bay Street Fort Myers, FL 33901. The purpose of this Request for Proposal (RFP) is to obtain competitive proposals for the installation/replacement of the HVAC on their historically declared facility located within the City of Fort Myers.

Their Mission Statement:

Florida Repertory Theatre is committed to providing a first-class regional theatre for Southwest Florida; to creating, nurturing, and developing a diverse ensemble of theatre professionals who will develop long term relationships working on a wide variety of plays; to helping improve the quality of life in our community through all the arts; and to making the arts, especially theatre, accessible to every segment of our community.

1. Scope of Work:

The project involves the installation/replacement of the existing work required on their facility. The scope of work includes, but is not limited to:

- Removal and disposal of the existing HVAC materials
- Inspection of the structure for any damage or necessary repairs
- Installation of new materials in accordance with industry standards and local building codes along with The City of Fort Myers Historic Property guidelines
- Any necessary repairs to the HVAC units
- Proper ventilation and insulation as required
- Cleanup and removal of all debris upon completion of the project

2. Proposal Requirements:

Interested contractors are required to submit the following information as part of their proposal:

- Company profile, including relevant experience and qualifications
- Details of previous projects completed, preferably with references
- Proposed materials, including manufacturer, specifications, and warranties
- Demonstrate knowledge and identifying appropriate methods to work within The City of Fort Myers Historic Property

3. Guidelines

- Detailed project timeline and schedule
- Cost estimate, including a breakdown of all expenses (labor, materials, permits, etc.)
- General Contractor's required licenses and insurance
- Any additional information that demonstrates the contractor's ability to complete the project successfully & timely

4. Funding:

The project will be funded using state funds allocated for facility improvements for not-for-profit 501(c)3 charitable organization in Florida. The selected contractor must adhere to all applicable state regulations and guidelines.

5. Proposal Submission:

Proposals must be submitted electronically to BMitchell@CPSWFL.com no later than (**DEADLINE**). Late proposals will not be accepted. Any questions or clarifications regarding this RFP should be directed to the same email address.

6. Selection Criteria:

The proposals will be evaluated based on factors including but not limited to:

- Relevant experience and qualifications
- Proposed materials and approach
- Cost-effectiveness
- Project timeline
- References from previous clients
- Compliance with state regulations

7. Construction Documents

This task requires the HVAC to complete 100% of the site and construction documents to submit for permitting, bidding, site development and construction. This task shall include but not limited to the following:

Prepare for Florida Repertory Theatre review, Construction Documents at 30% and 80% development, or as otherwise agreed upon by all parties during initial project scoping.

Incorporate the Florida Repertory Theatre comments into one hundred percent (100%) documents.

1. Submit for site and building permitting. Make all the necessary revisions to the documents as requested by the permit reviewers to obtain permits.

2. Deliver ready-to-bid construction documents, stamped, and sealed by all design professional engineers and architects that incorporate all Florida Repertory Theatre and permit reviewers' comments and corrections. This shall also include all sections, elevations, details, finishes, hardware, equipment, and schedules, as required by applicable laws, regulations, codes, and ordinances and further prescribed by existing architectural and engineering standards.

Construction Document Phase Deliverables

At 50% and 95% the contractor shall submit for review and approval to the Florida Repertory Theatre Project Team, six (6) full size copies of the Construction Documents and Site Plan prior to submission for the finalized drawings.

8. Construction Administration Phase

This task requires the contractor to provide administration of the Contract for Construction as set forth in the appropriate AIA documents, including, but not limited to:

1. Attendance of all progress meetings, taking of minutes and preparation of progress reports.

2. Monitoring of all construction activities, ensuring the construction adheres to all design and construction requirements and specifications.

3. Documents reviews of all submittals and responses to construction HVAC contractor requests for information (RFI)

4. Review and provide recommendation to the Florida Repertory Theatre regarding proposed change orders/directives.

5. Certification of payments to construction Contractor

6. Preparation of all punch lists and project close-out documentation

7. Prepare final acceptance documentation Construction Administration Deliverables Biweekly progress reports in electronic format (PDF) to the Florida Repertory Theatre Project Team or as otherwise determined during the Project Kick-Off.

Documentation of all progress meetings, RFI's, change orders, etc. in electronic format (PDF) to the Florida Repertory Theatre Project Team or as otherwise determined during the Project Kick-Off.

Florida Repertory Theatre reserves the right to reject any or all proposals received, to negotiate with any qualified source, or to

cancel the RFP in part or in its entirety if it is in the best interest of the organization to do so.

Thank you for your interest in collaborating with Florida Repertory Theatre. We look forward to reviewing your proposal.

Sincerely,

Bill Mitchell
Property Manager
Cushman & Wakefield Commercial Property Southwest Florida

**INSTRUCTIONS FOR COMPLETING THE
AGREEMENT OF COMPLIANCE (SBA FORM 601)
(SIGN AND RETURN ORIGINAL TO SBA)**

BORROWER SIGNATURE: Form 601 must be dated and signed by the SBA Borrower at the time of closing if real estate proceeds are in excess of \$10,000. YOU MUST RETURN THIS SIGNED DOCUMENT PRIOR TO DISBURSEMENT OF ANY FUNDS FOR REAL ESTATE REPAIR/REPLACEMENT.

Anyone who signs the form is entitled to keep a copy. If you need extra copies, please notify this office and additional copies will be sent to you.

The originally signed document must be returned to the address below.

Return documents to:

**U.S. Small Business Administration
Processing and Disbursement Center
14925 Kingsport Road
Fort Worth, Texas 76155-2243**

If you have any questions, please contact your Case Manager at 800-366-6303.

U.S. Small Business Administration

AGREEMENT OF COMPLIANCE

In compliance with Executive Order 11246, as amended (Executive Order 11246, as amended prohibits discrimination because of race, color, religion, sex, or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment by all contractors and subcontractors, performing work under a Federally assisted construction contract in excess of \$10,000, regardless of the number of employees), the applicant/recipient, contractor or subcontractor agrees that in consideration of the approval and as a condition of the disbursement of all or any part of a loan by the Small Business Administration (SBA) that it will incorporate or cause to be incorporated into any contract or subcontract in excess of \$10,000 for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor, at 41 CFR Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance or guarantee, the following equal opportunity clause:

During the performance of this contract, the contractor agrees as follows:

- (1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The contractor will take affirmative action to insure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.
- (3) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representative of the contractor's commitments under Executive Order 11246, as amended, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The contractor will comply with all provisions of Executive Order 11246, as amended, and the rules and relevant orders of the Secretary of Labor created thereby.
- (5) The contractor will furnish all information and reports required by Executive Order 11246, as amended, and by the rules, regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to books, records and accounts by SBA (See SBA Form 793) and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders. (The information collection requirements contained in Executive Order 11246, as amended, are approved under OMB No. 1215-0072.)
- (6) In the event of the contractor's noncompliance with the nondiscrimination clause or with any of the said rules, regulations or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246, as amended, and such other sanctions may be imposed and remedies invoked as provided in the said Executive Order or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (6) in every subcontract or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Executive Order 11246, as amended, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as SBA may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however that in the event a contractor becomes involved in or is threatened with litigation with a subcontractor or vendor as a result of such direction by SBA, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

The Applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work.

The Applicant agrees that it will assist and cooperate actively with SBA and Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations and relevant orders of the Secretary of Labor, that it will furnish SBA and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist SBA in the discharge of the Agency's primary responsibility for securing compliance. The Applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246, as amended, and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by SBA or the Secretary of Labor or such other sanctions and penalties for violation thereof as may, in the opinion of the Administrator, be necessary and appropriate.

In addition, the Applicant agrees that if it fails or refuses to comply with these undertakings SBA may take any or all of the following actions: cancel, terminate or suspend in whole or in part the loan; refrain from extending any further assistance to the applicant under the programs with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

In consideration of the approval by the Small Business Administration of a loan to FLORIDA REPERTORY COMPANY, INC. and BRADFORD ARCADE PROPERTIES LLC Applicant, said Applicant and _____ the general contractor, mutually promise and agree that they will comply with all nondiscrimination provisions and requirements of Executive Order 11246, as amended.

Executed the _____ day of _____ 20____.

LIMITED LIABILITY ENTITY Execution:

BRADFORD ARCADE PROPERTIES LLC

BY: FLORIDA REPERTORY COMPANY, INC., MANAGER

BY: _____
JOHN MARTIN, DIRECTOR

BY: _____
GREG LONGENHAGEN, DIRECTOR

Corporate Execution:

FLORIDA REPERTORY COMPANY, INC.

BY: _____
JOHN MARTIN, DIRECTOR

BY: _____
GREG LONGENHAGEN, DIRECTOR

4000803034-Mod1/DLB 4822749102
Corporate Seal

Name, Address, & Phone No. of Subrecipient

Typed Name & Title of Authorized Official

Corporate Seal

Signature of Authorized Official