

## **NOTE:**

### **IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT REQUEST FOR QUALIFICATIONS NO. 2026-01 DESIGN/BUILD DISTRICT PROJECTS**

The 37 page document on the District's website entitled "Request for Qualifications Design/Build of District Projects" (RFQ No. 2026-01) constitutes the entire "Specifications and Requirements Informational Package" referred to on page 2 (the "Overview" page) of the Request for Qualifications. There are no other specifications or requirements related to the Request for Qualifications that are not contained in the 37 page Request for Qualifications document on the District's website. All interested responders should visit the District's website homepage at [www.ionafiredistrict.com](http://www.ionafiredistrict.com) and select the tab entitled "Request for Qualifications: Design/Build of District Projects" to acquire a copy of the entire Request for Qualifications Specifications and Requirements.

**REQUEST FOR QUALIFICATIONS  
DESIGN/BUILD OF DISTRICT PROJECTS**

**RFQ#2026-01**

RFQ DUE DATE/TIME	June 8, 2026 at 2:00 pm EDST
LAST DAY FOR QUESTIONS	May 28, 2026 at 2:00 pm EDST
RFQ NUMBER	#2026-01
POINT OF RECEIPT	Seth Comer, Fire Chief Iona McGregor Fire Protection and Rescue Service District 6061 South Pointe Blvd. Fort Myers, FL 33919

**IONA MCGREGOR FIRE PROTECTION AND RESCUE SERVICE DISTRICT  
REQUEST FOR QUALIFICATIONS #2026-01  
DESIGN/BUILD OF DISTRICT PROJECTS  
OVERVIEW**

The Iona McGregor Fire Protection and Rescue Service District (hereinafter referred to as District) requests that interested parties submit formal sealed responses for the above-referenced RFQ.

The District Request for Qualifications (RFQ) is seeking responses from qualified (per Florida Statutes Section 287.055) design/build firms to design, build/construct and procure all necessary materials and labor for some or all of the design/build projects of the District on a project by project basis as selected by the District in the sole discretion of the District in the future.

The projects must be completed and ready for occupancy by no later than the agreed completion date negotiated between the District and the selected Responder during the competitive negotiations phase of the RFQ process or thereafter as agreed upon by the parties.

The District reserves the right to withdraw and cancel this invitation at any time, without liability to any Responders or prospective Responders. The District reserves the right to retain all responses submitted and to use any ideas in a response regardless of whether that response is selected.

The specifications and requirements informational package which govern this request can be obtained from Seth Comer, Fire Chief, ("Chief" or "Chief Comer") Phone 239-433-0660. EMAIL [comer@ionafire.com](mailto:comer@ionafire.com).

The due date/time is **June 8, 2026, 2:00 p.m. EDST**. All responses (10 copies) shall be placed in a sealed envelope with the following title clearly indicated on the outside:

**RFQ #2026-01 DESIGN/BUILD OF DISTRICT PROJECTS**

with delivery to Chief Comer and which must be received at Chief Comer's office at 6061 South Pointe Boulevard, Fort Myers, FL 33919, no later than the response deadline of 2:00 p.m. EDST on June 8, 2026. Responses received after such time will not be accepted and will be returned unopened. Responses delayed for any reason shall not be considered. Faxed and electronically mailed responses will not be accepted. All costs and expenses related to the preparation and submission of a response are the sole responsibility of the Responder.

All prospective Responders are cautioned not to contact any member of the District, Board of Commissioners or District employees except for Chief Comer. All questions should be directed to Chief Comer, Phone 239-433-0660. EMAIL [comer@ionafire.com](mailto:comer@ionafire.com).

It is anticipated that the qualified responses to this RFQ will be considered and a decision on the selection/ranking of a qualified Responder will be made by the District Board of Commissioners at an official public meeting of the District's Board of Commissioners to be scheduled at a later time. The District reserves the right to reject any or all responses in its sole discretion. The District also reserves the right to waive irregularities and technicalities, to readvertise for additional responses, and to select the Responder, who, in the District's sole opinion, is in the best interests of District.

Iona McGregor Fire Protection and Rescue Service District does not discriminate on the basis of age, race, color, sex, religion, national origin, disability, or marital status.

**RFQ #2026-01**

**DESIGN/BUILD OF DISTRICT PROJECTS**

All Responders shall prepare and submit a response to the District pursuant to the response specification and requirements described herein. The response shall include, but does not have to be limited to, the following information:

**SECTION 1**

**GENERAL INFORMATION & INSTRUCTIONS**

**1) DEFINITIONS**

- a. Iona McGregor Fire Protection and Rescue Service District may hereinafter be referred to as "District".
- b. "Responder" shall be any entity or individual submitting a response for the pending solicitation.
- c. All references to days in this solicitation mean calendar days, unless otherwise stated.
- d. All references to "shall", "must", and "will" are to be interpreted as mandatory language.
- e. The Request for Qualifications is a competitive selection method selected for this pending solicitation and will be referred to as the "RFQ".
- f. "Successful Responder" shall be the successful Responder with whom a design/build contract (sometimes hereinafter referred to as "Contract" or "Agreement") is entered into by the District.

**2) PURPOSE**

- a. The District seeks responses from qualified Responders to provide Design/Build services and to procure all necessary materials and labor for some or all of the District's projects selected by the District in the future, on a project by project basis, during the Agreement term in accordance with the specifications and conditions contained in this RFQ Package. The general scope of work is further described in Exhibit A.
- b. This RFQ has been compiled for the purpose of providing information, requirements, guidelines, specifications, and other data that can be used by Responders who wish to submit a response for consideration.

**3) INSTRUCTIONS**

- a. Each Responder shall submit ten (10) sealed responses, one clearly marked as "Original", and nine (9) copies, plus one (1) electronic format copy, enclosed and secured in an envelope/package. The Responder shall clearly mark and display the Responder's name and address, the RFQ number and the project identification on the outside of the envelope/package. The District shall not be responsible for unidentified responses. Responses shall be addressed to:

Iona McGregor Fire Protection and Rescue Service District  
Attn: Seth Comer, Fire Chief  
6061 South Pointe Boulevard  
Fort Myers, FL 33919

Hand delivered responses shall be delivered to the same above-referenced address.

- b. Each Responder shall submit their response to Chief Comer, at the District's administrative offices at the above address no later than June 8, 2026, at 2:00 PM EDST at which time all responses will be opened and only the names of the Responders will be announced. Responses received after the deadline will not be considered and will be returned unopened. Responders mailing their response must allow a sufficient mail delivery period to insure timely receipt of their response by the District. The District is not responsible for responses delayed by mail and delivery services. The delivery of the sealed response envelope required from each Responder prior to the time and date of the deadline for submitting responses is solely and strictly the responsibility of the Responder.
- c. Responses shall remain firm for not less than ninety (90) calendar days from the response deadline stated above.
- d. The District shall not be liable for any costs associated with the preparation of responses to this solicitation; therefore, all costs shall be borne solely by the Responder.
- e. There will NOT be a pre-response conference. All prospective Responders should review the RFQ document and submit all questions and/or requests for additional information to Chief Comer, or his designee, by the response question deadline of May 21, 2026 at 2:00 pm. All questions relating to this RFQ must be submitted via email to Chief Comer, at [comer@ionafire.com](mailto:comer@ionafire.com), before the above deadline.
- f. Prior to submitting a response, each Responder shall carefully examine the RFQ document, study and thoroughly familiarize himself/herself with the specifications/requirements of the RFQ documents and notify the District of any conflicts, errors, or discrepancies. Each Responder is solely responsible for reading and completely understanding the requirements and specifications of the RFQ documents.
- g. Before submitting responses, interested firms or individuals must make all necessary investigations to inform themselves thoroughly as to all requirements of this Request for Qualifications/Competitive Selection Process. No plea of ignorance of conditions or difficulties that may hereafter exist, or of conditions or difficulties that may be encountered in the future will be accepted as an excuse for any failure or omission on the part of the Successful Responder to fulfill, in every detail, all of the requirements of the RFQ and all of the professional services and constructor (design/build/remodel) services contract requirements of the District for the District's project(s), nor will they be accepted as a basis for any claims whatsoever for extra compensation.
- h. By submission of a response, each Responder guarantees that all goods and services shall meet the requirements of the RFQ and the subsequent agreement between the District and the successful Responder.
- i. All Responders are hereby notified that any deviations from the requirements stated in the RFQ documents or any failure to submit all information required by the RFQ documents may result in the rejection of their response by the District, in the District's sole discretion. All submitted responses must be properly signed and, where applicable, corporate and/or notary seals must be

attached. All blanks on all forms must be completed in writing. All names of all individuals executing documents must be typed or printed below their signature.

- j. Responses may be withdrawn, in writing, as long as the written withdrawal is actually received by Chief Comer, at Chief Comer's address stated above, prior to the deadline fixed for the receipt of responses. Responders cannot withdraw or modify their responses after the response deadline of 2:00 P.M. on June 8, 2026.
- k. Responders cannot assign or otherwise transfer their responses to others either prior to or after they are submitted.
- l. Faxed responses or emailed responses will not be accepted.
- m. Each Responder shall separately describe any specific work or actions that the Responder is NOT including in the response scope or work, including specific professional services and constructor (design/build/remodel) services that are not included.
- n. Each Responder shall follow the below stated directions for response preparation:
  - i. All responses shall be complete and carefully worded, and must convey all of the information requested by the District. If significant errors are found in the response, or if the response fails to conform to the essential requirements of the RFQ, the District, in its sole discretion, will determine whether to accept or reject the response because of the variance.
  - ii. Responses are to be prepared simply and in a manner designed to provide the District with a straightforward presentation of the Responder's capability to satisfy the requirements of this RFQ. The Responder's response must follow the RFQ format, utilizing the same section titles, schedules, and paragraphs.
  - iii. The Responder must clearly mark as "Confidential" each part of their response which they consider to be proprietary information that could be exempt from disclosure under Florida law as set forth in Florida Statute Section 286.011, as amended. The District reserves the right to determine whether any response information should be exempt from disclosure and no legal action may be brought against the District or its agents for its determination.
  - iv. The Responder shall make its response in the official name of the entity or individual under which business is conducted (showing official business address).
  - v. The Responder shall include on the response the Federal Employer Identification Number (FEIN) and the DUNS number of the entity issuing the response (or in the absence of FEIN and DUNS numbers, the Social Security Number of the individual issuing the response).
  - vi. The Responder shall include all applicable requested information and is encouraged to include any additional information the Responder wishes to be considered. If the response includes any comments over and above the specific information requested in

the RFQ, the Responder shall include this information as a separate Exhibit B-3 to the response.

- vii. The Responder shall clearly write in ink or type-write all information requested in this RFQ and shall complete all blanks in the RFQ.
  - viii. A person duly authorized to legally bind the Responder shall execute all required documents in ink.
  - ix. Each copy of the response should be bound in a single volume where practical.
  - x. All Responders submitting a response in this competitive selection process are responsible for all errors in their response.
- o. To maintain the integrity of the competitive selection process, all contacts and discussions shall be directed to Chief Comer, or his designee.
  - p. Verbal comments or discussions with District personnel relative to this RFQ shall not be binding on the District.
  - q. The successful Responder may be required to provide a project performance bond and a project payment bond if such is required to satisfy the requirements of Florida law for a public agency project in the future as a project is performed under the Agreement with the successful Responder. A bid bond shall not be required for this RFQ. Each Responder must submit satisfactory information to verify their ability to satisfy the necessary bond requirements for the District's projects.
  - r. All responses must include the following information for the Responder and all named subcontractors, if any. If two separate entities are providing the design services and constructor services, the following information shall be provided for each separate entity. The following information shall be described in Exhibit B-1 except for the credit report described in subsection i.d. below.
    - i. QUALIFICATIONS (Exhibit B-1)
      - a. An overview of the Responder and all named subcontractors, if any, including, if applicable, the number of business officers, partners, members, shareholders and professionals employed by the responder.
      - b. The number and type of governmental clients served and the number and type of private sector clients served that are similar to the District.
      - c. A description of any disciplinary actions or lawsuits that have been instituted or proposed against the Responder and any named subcontractors during the last three (3) years, which includes a final or expected outcome, and any pending disciplinary matters or lawsuits of which the Responder is aware (these disclosure requirements pertain to all officers, directors, shareholders, partners, members and other licensed individuals employed by the responder or by any named subcontractors).

- d. If requested by the District, a credit report prepared within sixty (60) days of the request by the District demonstrating the financial viability of the Responder. Such report may be provided by a reputable, independent credit reporting agency and will have to be submitted to the District upon the District's request for same.
  - e. The selected Responder will be required to acquire general commercial liability insurance coverage of not less than Three Million Dollars (\$3,000,000.00), workers' compensation coverage as required by Florida law, vehicle insurance coverage of not less than One Million Dollars (\$1,000,000.00), professional liability coverage of not less than One Million Dollars (\$1,000,000.00), and other insurance coverages that are required by the District. Each Responder shall submit evidence of the Responder's ability to acquire the necessary insurance coverages required by the District.
  - f. Evidence of whether the Responder, or any named subcontractors, has ever failed to provide similar professional and constructor (design/build/remodel) services to a contracting party that is a government agency or otherwise similar to the District.
  - g. Evidence of whether the Responder, or any named subcontractors, has ever been refused approval by any Federal, State, or other government agency as a responder on a similar RFQ.
  - h. Description of experience and familiarity with projects of a similar nature, including specifics such as dates, description, budget, final cost, time schedule, change orders and compensation received in connection with work performed.
- ii. STAFFING (Exhibit B-1 continued)
- (a) Description of the Responders' current and projected workloads and the management structure or organization proposed for the provision of the services necessary to meet the District's needs for the professional and constructor (design/build/remodel) services required by the District.
  - (b) To reiterate, if separate firms are providing the design services and the constructor services, or if subcontractors or subconsultants will be used for any services, this arrangement should be adequately explained and the qualifications of the participating firm(s) and subcontractor(s) or subconsultant(s) should be disclosed.
  - (c) Indication of the business office of the Responder that will staff the upcoming engagement with the District and the name of the principal responsible representative of the Responder for the services required by the District.
  - (d) Provide brief resumes of the individuals that will be involved with the upcoming engagement, including but not limited to:
    - (1) formal and any supplemental education;
    - (2) a list of governmental/private clients served by each staff member;
    - (3) length of time with the responder;

- (4) qualifications/abilities to be utilized for the District.
- (e) Provide a statement of whether the Responder has a Drug Free Workplace Policy.
  - (1) The Responder shall be required to execute Exhibit C attached hereto concerning the Responder's Drug-Free Workplace Program.
  - (f) The Responder should indicate whether it or any of its subcontractors are a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
- iii. APPROACH TO PROFESSIONAL AND CONSTRUCTOR (DESIGN/BUILD/REMODEL) SERVICES (Exhibit B-1 continued)
  - a. Describe the Responder's expectations for administrative assistance and dialogue between the Responder, the District and others (i.e. anticipated meetings, conferences, interviews).
  - b. Please provide a list of the last five (5) professional and constructor (design/build/remodel) services contracts entered into with government agencies under similar factual circumstances. The list must include the following information:
    - (1) names of contracting parties;
    - (2) name, address, telephone number and email address of contact person for the contracting government agency;
    - (3) date of contract;
    - (4) general scope of work provided;
    - (5) any other relevant information concerning the project scope of work for the professional and constructor (design/build/remodel) services provided.
  - c. Please provide a list of no less than three (3) and preferably five (5) references. Each reference must include the following information:
    - (1) name of reference;
    - (2) name of contact person for the reference;
    - (3) telephone number of the contact person for the reference;
    - (4) address of the contact person for the reference;
    - (5) electronic mail address of the contact person for the reference;
    - (6) facsimile number of the contact person for the reference.
  - d. Please provide the name, address, telephone number, and electronic mail address of the party to whom the most comparable professional and constructor (design/build/remodel) services have been provided for a comparable scope of work.
  - s. NARRATIVE RESPONSE STATEMENT(Exhibit B-2)

Every Responder must provide a narrative statement as Exhibit B-2 of the response which provides the District with an overview of the basic professional and constructor

(design/build/remodel) services that will be provided to the District to satisfy the requirements of the RFQ documents and the professional and constructor (design/build/remodel) services that will NOT be provided to the District. Further, the narrative statement must include a description of the Responder's past experiences in providing similar types of professional and constructor (design/build/remodel) services to other similarly situated government agencies. In particular, the following topics shall be addressed in the narrative statement.

- i. The Responder's familiarity with the professional and constructor (design/build/remodel) services required by the District, including, but not limited to: architectural/design services, surveying services, engineering services, development of design alternatives, preparing environmental impact summaries, remodeling services, preparing final plans and specifications, preparing cost estimates, preparing bid documents, preparing contract documents, preparing permit applications, acquiring permits, performing construction, acquiring subcontractors, completing the construction oversight and completion of the construction work, providing inspection services, and providing other miscellaneous professional and constructor (design/build/remodel) services.
- ii. How the subject professional and constructor (design/build/remodel) services will be provided.
- iii. The Responder's familiarity with Federal, State and local environmental regulations, including the Federal Clean Water Act, the Federal Endangered Species Act, and Florida's Water Resources Act, and with other government regulations, including land development regulations and building code regulations, which may be applicable to the services required by the District for the District's projects.
- iv. The Responder's familiarity with regulatory staff of Federal, State and local governmental agencies from whom the District will be expected to acquire all necessary permits and authorizations for the services required by the District for the District's projects.
- v. The Responder's knowledge of building standards and National, State and local building criteria applicable to projects of the District, including LEED requirements.
- vi. The Responder's ability and willingness to perform routine recurring coordination with Chief Comer, or his designee, and designated District staff in order to ensure that the final District projects' product is consistent with the required needs of the District and with the scope of the District's projects.
- vii. The Responder's ability and willingness to provide periodic reports to the Board of Commissioners and other appropriate District staff on the status of the District's projects and their progress.
- viii. The Responder's ability and willingness to agree that the completion of the various phases of the District's projects are conditioned upon the pre-approval of the District, in the District's sole discretion and that the District has the authority to terminate the agreement with the selected Responder, including as to a specific District project, and to

pay for services rendered by the Responder through the date of termination. as to each of the District's projects.

#### 4) EVALUATION, AWARD CRITERIA, AND SELECTION PROCESS

- a) By submitting a response, each Responder recognizes and agrees that the District may reject its response based upon the District's exercise of its sole discretion. Every Responder waives any claims it may have for damages or other relief resulting directly or indirectly from the rejection of its response based on any ground whatsoever, including the District's exercise of its sole discretion and the District's disclosure of or refusal to disclose any pertinent information related to the reasons for the District's rejection of said response.
- b) The District may conduct such investigations as the District deems necessary and appropriate to assist in the evaluation of any response and to establish the responsibility, qualifications, and financial ability of any Responder.
- c) Chief Comer, or his designee, shall conduct response evaluations and present recommendations to the Board of Commissioners for its consideration in selecting a Responder.
- d) As a first step in the evaluation process, a Review Committee, which may be Chief Comer, or his designee, if a Review Committee is used, or the Board of Commissioners, if a Review Committee is not used, shall determine which responders are "qualified" to perform the requested professional and constructor (design/build/remodel) services. As a part of the determination of which Responders are qualified, the Review Committee, or the Board of Commissioners, shall consider factors that include, but are not limited to, each Responder's: capabilities, adequacy of personnel, past record, and experience of the Responder and the Responder's named subcontractors, if any.
- e) Upon determining which Responders are qualified to perform the professional and constructor (design/build/remodel) services requested in this RFQ, the Board of Commissioners will evaluate each response and select and rank no fewer than three (3) of the qualified Responders, if there are at least three (3) qualified Responders, using factors that include, but are not limited to:
  - i. Completeness and accuracy of the response;
  - ii. Compliance with the specifications requirements;
  - iii. Abilities of each Responder's personnel;
  - iv. Who is being proposed as subcontractors, if any;
  - v. Past performance and relevant experience;
  - vi. Willingness to meet time and budget requirements;
  - vii. Location of designated business office;
  - viii. Current and projected workloads;
  - ix. Whether a Responder is a certified minority business enterprise;
  - x. Whether a Responder has a Drug Free Workplace Policy; and,
  - xi. The volume of work previously awarded to each Responder.
- f) The District may invite the Responders to make public presentations regarding their responses at a public meeting of the District prior to the District taking official action to determine which

Responders are qualified Responders or prior to the Board of Commissioners taking official action to select and/or rank the qualified Responders.

- g) The District anticipates evaluating each response using the above referenced factors and evaluation process outlined above. In the alternative, the District may unilaterally select a different selection process which satisfies the requirements of Florida law.
- h) The District reserves the right to waive any and all deficiencies in any response, in its sole discretion. Further, the District reserves the right to accept the response that, in its judgment, will be in the best interest of the District or to reject any or all responses, in its sole discretion, and to take such other and further action as the District deems appropriate and in the best interest of the District, in its sole discretion. The District reserves the right to re-advertise for additional responses to the Request for Qualifications, in its sole discretion.
- i) Once the District has selected/ranked the Responders, the individual(s) designated by the District as the District's negotiating team shall schedule a meeting to negotiate a satisfactory Agreement between the District and the highest ranked Responder selected by the District. If an Agreement cannot be reached within a reasonable period of time, in the District's sole discretion, the negotiations with said Responder shall be formally terminated through the declaration of an impasse and no further action shall be taken to enter into an Agreement with said Responder. If an impasse is declared with the highest ranked Responder, the Agreement negotiating process described above will occur with the second ranked Responder, and thereafter the same Agreement negotiation process will be used with each of the next ranked Responders until an Agreement is successfully negotiated with a Responder who has been determined to be qualified by the District.
- j) The District reserves the right to negotiate all Agreement terms and provisions. The negotiating team designated by the District will negotiate the scope and quality of services being offered and will attempt to reach a final agreement, subject to final review and approval of the Agreement with a Responder by the Board of Commissioners, or its designee.
- k) Upon successful negotiation of an Agreement with one of the selected/ranked Responders, the District's negotiating team shall present the proposed Agreement that has been successfully negotiated with the Selected Responder to the Board of Commissioners for consideration and possible approval. The Board of Commissioners may accept or reject the proposed Agreement, in the Board of Commissioners' sole discretion, and thereafter authorize the execution of the accepted proposed Agreement or the continuation of negotiations or the termination of negotiations accordingly. In the alternative, the Board of Commissioners may authorize the Board Chair, or the Chief, to accept or reject the proposed Agreement in their sole discretion on behalf of the Board of Commissioners and the District.
- l) The Iona McGregor Fire Protection and Rescue Service District anticipates entering into an Agreement with a qualified Responder who is selected by the Board of Commissioners using the selection process described above. In the event the District is not successful in negotiating an

Agreement with any of the Responders selected by the Board of Commissioners, the Board of Commissioners may reopen and/or terminate continued formal negotiations with any one of the qualified Responders, in the Board of Commissioners' sole discretion; however, the negotiating team shall not negotiate with more than one Responder at a time. Further, if the negotiating team designated by the Board of Commissioners is unable to negotiate a satisfactory Agreement with one of the qualified Responders, the Board of Commissioners may select additional qualified Responders and continue negotiations in accordance with the process outlined herein until an Agreement is reached with a qualified Responder, or the Board of Commissioners may terminate all negotiations and re-advertise for additional responses, in the Board of Commissioners' sole discretion.

- m) All Responders will be notified of the Board of Commissioners' decision on the selecting/ranking of the Responders within fourteen (14) calendar days after the date of the said action.
- n) Interested parties are advised to contact Chief Comer, or his designee, for the date, time, and agenda of any public meeting of the Board of Commissioners where the Board of Commissioners will be evaluating and possibly selecting/ranking Responders.
- o) In all cases, the District reserves the authority, in its sole discretion, to take such official action that it deems to be in the best interests of the District in a manner which satisfies the requirements of Florida law.
- p) By submitting a response, each Responder recognizes and agrees that the District may reject its response based upon the District's exercise of its sole discretion. Every Responder waives any claims it may have for damages or other relief resulting directly or indirectly from the rejection of its response based upon any ground whatsoever including the District's exercise of its sole discretion and the District's disclosure of, or refusal to disclose, any pertinent information related to the reasons for the District's rejection of said response.

## 5) POST AWARD REQUIREMENTS

### a) EXECUTION OF AGREEMENT

The Successful Responder shall sign and deliver the negotiated Agreement with the District and such other required Agreement Documents to the District within fourteen (14) calendar days after the Agreement has been approved by the District. This RFQ and the successful Responder's response shall be incorporated into, and made a part of, the Agreement.

### b) DELIVERY OF CERTIFICATES OF INSURANCE AND BONDS

When the Successful Responder delivers the executed Agreement to the District, the Successful Responder shall also deliver to the District such Payment Bonds, Performance Bonds, and Certificates of Insurance as may be required.

## 6) GENERAL INFORMATION AND REQUIREMENTS

### a) AFFIRMATIVE ACTION

The Successful Responder, upon entering into an Agreement with the District, shall take affirmative action to comply with all Federal, State and District requirements concerning fair employment, employment of the handicapped, and treatment of all employees, without regard to, or discrimination by, reasons of, race, color, sex, religion, national origin, disability, or marital status.

### b) DRUG FREE WORKPLACE

Each Responder shall provide a statement of whether the Responder has a Drug Free Workplace Policy. Each Responder shall be required to execute Exhibit C attached hereto concerning the Responder's Drug Free Workplace Program.

### c) AMBIGUOUS OFFERS

Responses that are uncertain as to terms, delivery, compliance requirements, and/or specifications, may be rejected or otherwise disregarded by the District, in the District's sole discretion.

### d) EXPLANATION TO PROSPECTIVE RESPONDERS

Every effort has been made to ensure that all information needed to prepare a response is included in this RFQ. If a Responder finds the Responder cannot complete their response without additional information, the Responder may submit written questions to Chief Comer at [comer@ionafire.com](mailto:comer@ionafire.com) on or before the deadline set forth herein of 2:00 p.m. on May 21, 2026. No further questions will be accepted after the deadline set forth herein of 2:00 p.m. on May 21, 2026.

### e) AMENDMENTS

All amendments to and interpretations of this RFQ (sometimes "addenda") shall be in writing and signed by the District. Any addenda that are not signed and in writing shall not legally bind the District or its agents. It is the Responder's responsibility to acknowledge receipt of addenda by signing and returning one (1) copy of the addenda with their response submittal. All addenda to the RFQ shall be issued by the District in writing and, to the greatest extent possible, the District will provide a copy of the written addenda to firms and individuals who have indicated an interest in responding to the RFQ; however, it is the sole responsibility of each interested firm or individual to inquire of the District as to whether any addenda have been issued and the District shall incur no liability for failing to provide a copy of any addenda to any firm or individual.

### f) LIMITATIONS ON DISCUSSIONS

By a submission of a response to this solicitation, each Responder agrees that during the time following issuance of the RFQ and prior to final award of an Agreement, each Responder shall not discuss this competitive selection process with any party except Chief Comer, or his designee, and the Agreement negotiation team designated by the District. No Responder shall attempt to negotiate with any other parties, and no Responder shall discuss any aspects of the competitive selection process with any other parties without the prior written approval of Chief Comer, or his designee.

g) REJECTION OR ACCEPTANCE OF RESPONSES; WAIVER OF TECHNICALITIES AND IRREGULARITIES

- i. The District reserves the unqualified right, in the District's sole discretion, to reject any and all responses or accept such responses, as appears in the District's own best interest.
- ii. The District reserves the unqualified right, in the District's sole discretion, to waive technicalities or irregularities of any kind in responses made pursuant to this RFQ.
- iii. In all cases, the District, in the District's sole discretion, shall be the sole judge as to whether a Responder's response has or has not satisfactorily met the requirements of a response made pursuant to this RFQ.
- iv. The District, in the District's sole discretion, may reject any response that fails to conform to the requirements of the RFQ.
- v. The District, in the District's sole discretion, may reject any response that does not conform to the applicable specifications unless the RFQ authorized the submission of alternate responses and the services offered as alternates meet the requirements specified in the RFQ.
- vi. The District, in the District's sole discretion, may reject any response that fails to conform to any delivery schedule or permissible alternates stated in the RFQ.
- vii. The District, in the District's sole discretion, may reject a response when the Responder imposes conditions that would modify requirements of the RFQ or limit the Responder's liability to the District.
- viii. A Responder may be required to delete objectionable conditions from a response.
- ix. Responses received from any person or entity that is suspended, debarred, proposed for debarment or declared ineligible as of the response opening date shall be rejected unless a compelling reason is made by the Responder and accepted by the District.
- x. The District, in the District's sole discretion, may reject responses received from Responders where the response is determined by the District, in the District's sole discretion, to be non-responsive.
- xi. The originals of all rejected responses, and any written findings with respect to such rejections, shall be preserved with the papers relating to the RFQ.

h) COMPLETE DOCUMENTS

All supplementary documents and attachments are essential parts of this RFQ and the requirements occurring in one are as binding as though occurring in all.

i) RFQ ADMINISTRATION

Questions or problems arising during the RFQ award process shall be directed to Chief Comer.

j) PUBLIC ENTITY CRIMES

Section 287.133 (3) (a), Florida Statutes requires submission of a sworn statement regarding Public Entity Crimes which must be signed and notarized and submitted with the response for the Responder and all named subcontractors, if any. A form for this purpose is attached hereto as Exhibit D.

k) WITHDRAWAL OF RESPONSES

Responses may be withdrawn either in writing or in person through an authorized representative at any time prior to the submission deadline. After the submission deadline, responses may not be withdrawn or modified except to the extent agreed to by the District during subsequent Agreement negotiations.

l) RESPONSES AS PROPERTY OF THE DISTRICT

Once a response is received, it becomes the property of the District and may not be returned to Responders even when they are withdrawn from consideration.

m) PUBLIC INSPECTION OF RESPONSES

Responses may be made available for public inspection at the time described in Section 119.071, Florida Statutes.

n) RIGHT OF REJECTION

To reiterate, in all instances, the District shall have the unilateral right to reject any and all responses and waive any and all deficiencies or irregularities in any responses submitted by any Responder, in the District's sole discretion, and in a manner which satisfies Florida law. In particular, the failure of any Responder to satisfy all requirements of this RFQ may result in the rejection of the Responder's response by the District, in the District's sole discretion.

o) NON-DISCRIMINATION

The District does not discriminate on the basis of age, race, color, sex, religion, national origin, disability or marital status.

p) UNAUTHORIZED ALIEN WORKERS

The District will not accept responses from responders who knowingly employ unauthorized alien workers in violation of the employment provisions contained in federal law or Florida law, including 8 U.S. Code § 1324a(e) (Section 274A(e) of the Immigration and Nationality Act "INA"). The District shall consider a responder's intentional employment of unauthorized aliens as grounds for immediate termination of any awarded proposal. All parties who perform work/services for the District will be required to utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the responder during the term of their agreement with the District and shall expressly require any subcontractors performing work or providing services pursuant to the agreement with the District to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employers hired by the subcontractor during the term of the agreement with the District. Each Responder shall be required to include a signed and notarized E-Verify Compliance Form with their response. The form of the E-Verify Compliance Form that must be signed, notarized and submitted with each response is attached hereto as Exhibit E.

q) SWORN RESPONSE

All responses must be executed and dated on Page 18 by an authorized representative of the Responder who must also print the name, title, mailing address, telephone number, facsimile number, and occupational license number of the Responder. Each Responder must execute their response under oath in the presence of a notary public who must complete a notarization paragraph.

r) AFFIRMATIONS

Each Responder shall be required to include signed and notarized written Affirmations with their response. The form of the Affirmations that must be signed, notarized and submitted with each response is attached hereto as Exhibit F.

s) POSSIBLE AGREEMENT TERMS

The following Agreement concepts/terms may be included in the Agreement, verbatim or in a modified form, between the District and the selected Responder in addition to other Agreement concepts/terms negotiated by the parties. By including the following Agreement concepts/terms in this RFQ, the District is not bound to agree to the Agreement concepts/terms as specifically written herein and all terms of the final Agreement are subject to the final approval of the District, in the sole discretion of the District.

i. Default

In case of default by the Successful Responder, the District reserves the right to purchase any or all services in open market, charging said Responder with any excess costs. Should such charges be assessed, no subsequent Responses of the defaulting Responder shall be considered until the assessed charges have been satisfied.

ii. Subcontracts

The Responder shall not subcontract work without the prior written consent of the District, and any such subcontract entered without consent of the District shall be null and void. If the Responder proposes to subcontract any of the work hereunder, it shall submit to the District the name of each proposed subcontractor, with the proposed scope of work which its subcontractor is to undertake. The District shall have the right to reject any subcontractor which it considers unable or unsuitable to satisfactorily perform its duties. The Responder shall not enter into any cost reimbursable agreements with any proposed subcontractor without the District's prior written authorization. Notwithstanding any consent by the District to a proposed subcontract, the Responder shall remain responsible for all subcontracted work and services. The Responder agrees that it shall be as fully responsible to the District for the acts and omission of its subcontractors, their agents, representatives, and persons, either directly or indirectly employed by them, as it is for the acts and omissions of persons directly employed by Responder. Neither this provision, the Agreement, the District's authorization of Responder's agreement with a subcontractor, the District's inspection of a subcontractor's facilities or work, or any other action taken by the District in relation to a subcontractor shall create any contractual relationship between any subcontractor and the District. The Responder shall include in each of its subcontracts a provision embodying the substance of this provision and shall exhibit a copy thereof to the District before commencement of any work by a subcontractor. Responder's violation of this provision shall be grounds for the District's termination of Responder's Agreement for default,

without notice or opportunity for cure. In addition, Responder shall indemnify and hold the District harmless from and against any claims (threatened, alleged, or actual) made by any subcontractor of Responder (of any tier) for compensation, damages, or otherwise, including any cost incurred by the District to investigate, defend, or settle any such claim.

iii. Florida Sales Tax

The District is not subject to sales taxes on purchases of goods and services; therefore, the District may, in its sole discretion, procure certain goods or services for the purpose of saving the cost of sales taxes and all of said cost savings shall be for the sole benefit and credit of the District.

iv. Indemnification

The Responder shall indemnify, defend and hold harmless the District, its employees, elected officials, agents, attorneys, and officers, each from and against all loss, damage, claims, and actions, and all expenses, including, but not limited to, attorney's fees and costs, incidental to such claims or actions, including but not limited to liability as a result of injury to or death of any person, based upon or arising out of damage to property or injuries to persons or other tortious acts caused or contributed to by the Responder or anyone acting under its direction or control or in its behalf in the course of its performance under the Agreement to be entered hereunder, and directly or indirectly caused, in whole or in part, by acts or omissions, negligence or otherwise, of Responder or an agent of the Responder or an employee of any one of them, regardless of the negligence of the District or its employees, be it active or passive, except where such loss, cost, damage, claim, expense, or liability arises from the sole gross negligence or willful misconduct of the District. Upon request of the District, Responder shall, at no cost or expense to the District, defend any suit asserting a claim for any loss, damage or liability specified above, and Responder shall pay any cost and attorneys' fees that may be incurred by the District in connection with any such claim or suit or in enforcing the indemnity granted above. The terms of the indemnification of the District in the Agreement shall survive the termination of the Agreement.

v. Severability

If any term or provision of the Agreement shall be found to be illegal or unenforceable, notwithstanding any such illegality or unenforceability, the remainder of the Agreement shall remain in full force and effect, and such term or provision shall be deemed to be deleted and severable therefrom.

vi. E-Verify

The Successful Responder, upon entering into the Agreement with the District, shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

- vii. In particular, and not by way of limitation, the Successful Responder shall verify that they understand, and agree to comply with, Section 20.055.(5), Florida Statutes.

The undersigned Responder has read and understands the provisions contained in the RFQ and agrees to be bound by same.

**RESPONDER**

(Name of Corporation or Entity) \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

FEIN/SSN: \_\_\_\_\_

Date: \_\_\_\_\_

**STATE OF FLORIDA**

**COUNTY OF** \_\_\_\_\_

The foregoing instrument was subscribed and acknowledged before me by  physical presence or  online notarization by \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ (responder), a \_\_\_\_\_ entity, on behalf of \_\_\_\_\_ (responder), this \_\_\_\_ day of \_\_\_\_\_, 2026.

Personally Known or  Produced Identification

Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print name

\_\_\_\_\_  
NOTARY SEAL

**THIS PAGE MUST BE RETURNED WITH RESPONSE**

## EXHIBIT A

### DESCRIPTION OF SCOPE OF WORK

This Exhibit A generally describes the various projects and the phases of the various projects.

#### SECTION 1

##### INTRODUCTION & BACKGROUND

Iona McGregor Fire Protection and Rescue Service District is seeking responses from qualified Responders with the ability and capacity to design, build, remodel, manage and provide all construction administration for the design and construction of District projects in the future, on a project by project basis, during the Agreement term. Iona McGregor Fire Protection and Rescue Service District will be the Owner for all of the projects. The Successful Responder shall provide all design-build and construction services to include all labor, material, equipment, permits, and incidentals for the design and construction of District projects, as requested by the District, and as negotiated between the District and the Responder as an addendum to the Agreement on a project by project basis, during the term of the Agreement between the District and the Responder. In particular, and not by way of limitation, the successful Responder shall provide professional and constructor (design/build/remodel) services required by the District, including, but not limited to: architectural/design services, surveying services, engineering services, development of design alternatives, preparing environmental impact summaries, remodeling services, preparing final plans and specifications, preparing cost estimates, preparing bid documents, preparing contract documents, preparing permit applications, acquiring permits, performing construction, acquiring subcontractors, completing the construction oversight and completion of the construction work, providing inspection services, and providing other miscellaneous professional and constructor (design/build/remodel) services.

At this time, the District is anticipating remodeling projects of the District's Station 73 located at 15961 Winkler Road, Fort Myers, Florida. The anticipated remodeling project for Station 73 may include some or all of the following remodeling work:

##### **Exterior:**

- Replace the front apron. This is currently 1/3 concrete and 2/3 asphalt.
- Repave the entrance and parking areas.
- Extend the parking lot
- Extend the roadway to go into the area behind the station.
- Possibly replace station windows.

##### **Interior:**

- Remove and replace the current floor in the dayroom.
- Remove and replace the counters and cabinets in the kitchen.
- Possibly relocate the stove and ventilation system in the kitchen.
- Possibly extend the kitchen.
- Install new light switches and replace/repair wiring issues.
- Remodel the men's bathroom and showers.
- Create a kitchen area in the Prevention break room area.
- Possibly replace the plumbing in the bathrooms.
- Install proper roof access point.
- Repair the storage room off the apparatus bay.

## **SECTION 2**

### **PROJECT REQUIREMENTS**

The District, through this RFQ process, shall select the most qualified and responsive Responder to provide professional and constructor (design/build/remodel) services for the District's projects. The final architectural style, material, and construction quality, and cost for each of the District's projects shall be developed through a series of progressive decision-making events by the District which will involve the Board of Commissioners, the District staff, and the Successful Responder on a project by project basis. The project requirements for the Successful Responder for each project, on a project by project basis, are generally described as follows:

#### **A. DESIGN DEVELOPMENT**

The Successful Responder will arrange for the District's review and approval of design documents at specified intervals during the design development of each of the District's projects. The Successful Responder will conduct progress review meetings with the District to include:

- Schematic conceptual reviews
- Design Development reviews
- Construction Document development reviews

#### **B. CODES, PERMITS, FEES AND INSPECTIONS**

The Successful Responder will be responsible for the following:

- The successful Responder will be responsible to ensure that the design details and construction methods meet all applicable code requirements.
- The successful Responder will interface with local authorities, and utility companies as required.
- The successful Responder will identify and obtain all reviews and permits applicable to the design and construction of each of the projects.
- The successful Responder will pay all fees, including but not limited to: building permit fees, plan review fees, water and sewer capacity and/or hook-up fees, tap fees, meter fees, and utility connection fees.

#### **C. EXECUTION OF THE CONSTRUCTION WORK**

The Successful Responder shall be responsible to complete the following for each District project:

- Develop schematic conceptual designs
- Develop construction documents
- Execute and hold all subcontracts
- Provide all labor, materials and equipment
- Perform all construction work
- Obtain the District's review and approval of all submittals during construction
- Conduct periodic construction progress meetings with the District
- Participate in substantial completion inspections
- Obtain the Certificate of Occupancy
- Complete punch work and perform or provide all other services and tasks necessary to complete and close out the scope of work for each project.

D. GUARANTEES AND WARRANTIES

In addition to turning over to Iona McGregor Fire Protection and Rescue Service District all manufacturers' warranties and guarantees for building supplies, equipment and appliances, the Successful Responder shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom which shall appear within a period of one year from the date of final payment.

**SECTION 3**

**PROJECT PHASES**

The District's plan to develop each of the projects generally falls into four phases. The four major phases of each project and the goals for each phase are as follows:

A. SCHEMATIC PHASE

During this phase, the Successful Responder shall study designs and the site of each project of the District to rapidly evaluate a proposed design. Items to be completed by the Responder in this phase include:

- Round table discussions where concerns and ideas are adopted and formulated into final sketch plans of the site and the building for each project.
- A rough cost estimate of the project within bounds of the sketch format.
- A cost estimate, based upon all information developed in this phase, which shall include the fee for the Responder's design/build/remodel services for the remaining phases of each project. In all cases, Iona McGregor Fire Protection and Rescue Service District shall have the final decision on the size, shape, and architectural style of each project. If budget constraints require downsizing, or an alternate approach to a project, the downsizing or alternate approach must be settled during the schematic phase of the project. In all cases, the Successful Responder will be responsible to provide the District with a complete and substantial understanding of the project details for each project; therefore, clear and concise communication will be an important consideration.

B. DESIGN DEVELOPMENT PHASE

This phase begins the development of the construction drawings and material specifications of a District project based upon the approved schematic phase documents. During this phase, the experience of the Responder as a designer and constructor is required to advise the District as to the best construction methods for the District. Key decisions involving cost in the design/build/remodel areas shall be discussed with the District to allow the District to provide input and decision making on the selection of all construction options. In all cases, all final decision making shall be made by the District in every phase of each project, including the design development phase, in the District's sole discretion.

C. CONSTRUCTION DOCUMENTS

Upon approval of the design development documents for a project, the Successful Responder shall prepare construction documents that consist of, but shall not be limited to, drawings and specifications setting forth the detailed requirements for the construction of the project, including the site. The construction documents shall constitute the basis of the construction of a project. Working drawings will be prepared during this time.

Final products from this phase for a project shall include:

- A complete set of working drawings and materials specifications.

- A construction schedule with a Guaranteed Completion Date.
- A final negotiated Guaranteed Maximum Not-to-Exceed construction cost (price) for the subject project.
- A completed and executed construction Agreement Amendment for the specific project. Until such time as the Guaranteed Maximum Not-to-Exceed Price for the specific project is agreed to in writing, the Successful Responder's efforts shall be at the Responder's risk except as agreed to in writing by the parties concerning the payment of a professional services fee for the pre-construction work of the Successful Responder, and the District shall retain the unilateral right to terminate the project and any Agreements entered into with the Responder, at the sole discretion of the District, unless the District has agreed otherwise, in writing.
- Each Agreement Amendment for each District project shall also state the maximum time period, in days, for the completion of the project, including the issuance of the final certificate of occupancy.

#### D. CONSTRUCTION PHASE

This phase is the actual construction of a project of the District that is based upon and performed pursuant to the Guaranteed Maximum Not-to-Exceed Price and the written construction Agreement executed by the parties, including any addenda. The Responder will be required to furnish a performance and payment bond in the full amount of the final negotiated Guaranteed Maximum Not-to-Exceed Price. During the construction, the District will inspect all materials and workmanship and require adherence to all working drawings and specifications. The Responder shall be required to adhere to all national, state, and local codes and laws.

Progress payments shall be as stipulated in the negotiated design/build/remodel Agreement and in Florida law.

## EXHIBIT B

### BASIC RESPONSE SUBMITTALS

The completion of Exhibit B-1, Exhibit B-2, and Exhibit B-3, referenced below, will provide basic information about the Responder and the Responder's basic professional and constructor (design/build/remodel) services that will be provided to the District related to the District's projects. If there are separate entities which are providing the professional and constructor services, and if there are any named (known) subcontractors who will be providing any part of the professional services or the constructor services, the information required in this RFQ must be provided for each of the separate entities.

1. The Responder shall submit, as Exhibit B-1 of the response, a description of qualifications and relevant experience of the Responder. Exhibit B-1 should include separate descriptions of qualifications and relevant experience of the design professional and the constructor, if they are separate entities, and a separate description of the qualifications and relevant experience for named (known) subcontractors who are going to provide either professional services and/or constructor services. At a minimum, Exhibit B-1 must include a description of the following qualifications and relevant experience items:
  - a. An overview of the Responder and all named subcontractors, if any, including, if applicable, the number of business officers, partners, members, shareholders and professionals employed by the Responder.
  - b. The number and type of governmental clients served, and the number and type of private sector clients served that are similar to the District.
  - c. A description of any disciplinary actions or lawsuits that have been instituted or proposed against the Responder and any subcontractors during the last three (3) years, which includes a final or expected outcome, and any pending disciplinary matters or lawsuits of which the Responder is aware (these disclosure requirements pertain to all officers, directors, shareholders, partners, members and other licensed individuals employed by the Responder or by any subcontractors).
  - d. The Successful Responder will be required to acquire general commercial liability insurance coverage of not less than Three Million Dollars (\$3,000,000.00), Workers' Compensation coverage as required by Florida law, vehicle insurance coverage of not less than One Million Dollars (\$1,000,000.00), professional liability coverage of not less than One Million Dollars (\$1,000,000.00), and other insurance coverages that are required by the District for the projects. Each Responder shall submit evidence of the Responder's ability to acquire the necessary insurance coverages for the District's projects.
  - e. Evidence of whether the Responder, or any named subcontractors, has ever failed to provide similar professional services and constructor (design/build/remodel) services to a contracting party that is a government agency or otherwise similar to the District.

- f. Evidence of whether the Responder, or any named subcontractors, has ever been refused approval by any Federal, State, or other government agency as a responder on a similar RFQ.
- g. Description of experience and familiarity with projects of a similar nature, including dates, description, budget, final cost, time schedule, change orders and compensation received in connection with work performed.
- h. Description of the Responder's current and projected workloads and the management structure or organization proposed for the provision of the services necessary to meet the District's needs for the professional and constructor (design/build/remodel) services required for the District's projects.
- i. Indication of the business office of the Responder that will staff the upcoming engagement with the District and the name of the principal responsible representative of the Responder for the subject projects.
- j. Provide brief resumes of the individuals that will be involved with the upcoming engagement, including but not limited to:
  - (1) formal and any supplemental education;
  - (2) a list of governmental/private clients served by each staff member;
  - (3) length of time with the Responder;
  - (4) qualifications/abilities to be utilized for the District.
- k. Provide a statement of whether the Responder has a Drug Free Workplace Policy. The Responder shall be required to execute Exhibit C attached hereto concerning the Responder's Drug-Free Workplace Program.
- l. Include the general qualifications and technical competency of the individuals in the Responder's firm and the specific qualifications and technical competency of the individuals that will be involved in the District's projects.
- m. Include the name and experience of the project manager for the professional services and the name and experience of the project manager of the constructor, if they are independent of the Responder.
- n. Include a comprehensive list of similar projects the project manager(s) has completed in the past ten (10) years which includes the name and telephone number of contact persons or the owners of such projects.
- o. Describe the Responder's expectations for administrative assistance and dialogue between the Responder, the District and others (i.e. anticipated meetings, conferences, interviews).
- p. Provide a list of the last five (5) professional and constructor (design/build/remodel) services contracts entered into with government agencies under similar factual circumstances. The list must include the following information:

- (1) names of contracting parties;
  - (2) name, address, telephone number and email address of the contact person for the contracting government agency, the date of contract, and the general scope of work provided;
  - (3) any other relevant information concerning the project scope of work or the professional and constructor (design/build/remodel) services provided.
- q. Please provide a list of no less than three (3) and preferably five (5) references. Each reference must include the following information:
- (1) name of reference;
  - (2) name of contact person for the reference;
  - (3) telephone number of the contact person for the reference;
  - (4) address of the contact person for the reference;
  - (5) electronic mail address of the contact person for the reference;
  - (6) facsimile number of the contact person for the reference.
- r. Please provide the name, address, telephone number, and electronic mail address of the party to whom the most comparable professional and constructor (design/build/remodel) services have been provided for a comparable scope of work.
2. If requested by the District by an Addendum to this RFQ or as a separate request to the selected Successful Responder, all Responders, or the Successful Responder, as the case may be, must provide, in writing, a description of the Responder's financial qualifications to perform the projects. Separate descriptions of the financial qualifications of the design professional and the constructor, and any known subcontractors who are going to provide professional services or constructor services, must be separately included in the written statement of financial qualifications of the Responder. At a minimum, the written statement of financial qualifications must include the following information.
- a. Quarterly Financial Statements for the last four quarters of the Responder
  - b. The most recent Annual Financial Statement for the Responder.
  - c. A letter from the Responder's bonding company stating the available bonding capacity of the Responder.
  - d. A credit report prepared within sixty (60) days of submission of the written statement of financial qualifications demonstrating the financial viability of the Responder. Such report may be provided by a reputable, independent credit reporting agency and may be sealed in a separate envelope that will be opened only by the District.
  - e. Include a list of recent projects' bonding amounts and any claims filed against such bonds.
3. The Responder shall attach a Narrative Statement to the Response as Exhibit B-2. The Narrative Statement provided as Exhibit B-2 of the Response must provide the District with an overview of the basic professional and constructor (design/build/remodel) services that will be provided to the District to satisfy the requirements of the RFQ documents and the professional and constructor (design/build/remodel) services that will NOT be provided to the District. Further, the narrative statement must include a description of the Responder's past experiences in

providing similar types of professional services to other similarly situated government agencies. In particular, the following topics shall be addressed in the narrative statement.

- a. The Responder's familiarity with the professional and constructor (design/build/remodel) services required for the District's projects.
- b. How the subject professional and constructor (design/build/remodel) services will be provided.
- c. The Responder's familiarity with Federal, State and local environmental regulations, including the Federal Clean Water Act, the Federal Endangered Species Act, and Florida's Water Resources Act, and with other government regulations, including land development regulations and building code regulations, which may be applicable to the District's projects.
- d. The Responder's familiarity with regulatory staff of Federal, State and local governmental agencies from whom the District will be expected to acquire all necessary permits and authorizations for the District's projects.
- e. The Responder's ability and willingness to perform routine recurring coordination with Chief Comer, or his designee, in order to ensure that the Responder's work product is consistent with the required needs of the District and with the scope of the District's projects.
- g. The Responder's ability and willingness to provide periodic reports to Chief Comer, or his designee, on the status of the District's projects and their progress.
- h. The Responder's willingness to agree that the completion of the various phases of the District's projects are conditioned upon the pre-approval of the District, in the District's sole discretion, and that the District has the authority to terminate the agreement with the selected Responder and to pay for services rendered by the Responder through the date of termination.
- i. Whether the Responder or any of its main subcontractors are a certified minority business enterprise as defined by the Florida Small and Minority Business Assistance Act of 1985.
- k. Each Responder may include in their response, as a part of their Exhibit B-2 narrative statement, a description of what they believe differentiates the Responder and their response from other Responders and their responses for the benefit of the District.

#### 4. ADDITIONAL INFORMATION

The Responder may include in their response, as their Exhibit B-3, any additional information over and above the specific information requested in the RFQ which the Responder believes may assist the District in the District's selection process.

**EXHIBIT B-1  
QUALIFICATIONS**

Attach the qualifications of the Responder required in Exhibit B, Section 1, above.

**EXHIBIT B-2**  
**NARRATIVE STATEMENT**

Attach the Narrative Statement of the Responder required in Exhibit B, Section 3 above.

**EXHIBIT B-3  
ADDITIONAL INFORMATION**

Attach any additional information of the Responder as referenced in the Instructions section of the RFQ.

**EXHIBIT C**  
**DRUG FREE WORKPLACE AFFIRMATION**

The Responder affirms that, at all times material hereto and throughout the term of the Responder's Agreement with the Iona McGregor Fire Protection and Rescue Service District entered into pursuant to this RFQ, the Responder 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 Responder'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 any work under the RFQ for the District a copy of the statement required in subsection (1) above.
4. In the statement specified in subsection (1), notify the Responder's employees that, as a condition of working on any of the projects for the District, the employee will abide by the terms of the statement published under Section 1 above and will notify the Responder of any conviction of, or plea of guilty or nolo contendere to, any violation of federal law or Florida law concerning the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance 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 convicted of the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance as referenced above.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of the provisions of this Drug-Free Workplace Affirmation.

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

SIGNATURE ON NEXT PAGE

\_\_\_\_\_  
Responder's Signature

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was subscribed and acknowledged before me by  physical presence or  online notarization by \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ (Responder), a \_\_\_\_\_ entity, on behalf of \_\_\_\_\_ (Responder) this \_\_\_\_ day of \_\_\_\_\_, 2026.

Personally Known or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
NOTARY SEAL

**EXHIBIT D  
PUBLIC ENTITY CRIME AFFIDAVIT**

THIS FORM IS TO BE COMPLETED AND RETURNED WITH THE RESPONSE

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICER AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to Iona McGregor Fire Protection and Rescue Service District, by:

\_\_\_\_\_  
(Printed individual's name and title)

\_\_\_\_\_  
(Print name of entity submitting sworn statement)

whose business address is:

\_\_\_\_\_  
and (if applicable) its Federal Employer Identification Number (FEIN) is: \_\_\_\_\_

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement:

\_\_\_\_\_.)

2. I understand that a "public entity crime" as defined in §287.133(1)(g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with any agency or political subdivision of any other state or with the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or an agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "affiliate" as defined in §287.133(1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "convicted" or "conviction" as defined in §287.133(1)(b), Florida Statutes means:
- a. A predecessor or successor of a person convicted of a public entity crime; or
  - b. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint-venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in §287.133(1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids (responds) or applies to bid (respond) on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which one of the following statements applies).

\_\_\_\_\_ Neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, nor any affiliate of the entity have been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit.

\_\_\_\_\_ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, members, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime within the period of thirty-six (36) full calendar months prior to the execution of this Affidavit. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list (Attach a copy of the final order).

I understand that the submission of this form to the District identified in Paragraph One above is for the District only, and that this form is valid through December 31 of the calendar year in which it is filed.

STATE OF FLORIDA  
 COUNTY OF \_\_\_\_\_

The foregoing instrument was subscribed and acknowledged before me by  physical presence or  online notarization by \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ (Responder), a \_\_\_\_\_ entity, on behalf of \_\_\_\_\_ (Responder) this \_\_\_\_ day of \_\_\_\_\_, 2026.

Personally Known or  Produced Identification  
 Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
 Notary Public  
 \_\_\_\_\_  
 Print Name

\_\_\_\_\_  
 NOTARY SEAL

**EXHIBIT E**

**E-VERIFY COMPLIANCE CERTIFICATION**

The Responder and all of its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees. The Responder agrees and acknowledges that the Iona McGregor Fire Protection and Rescue Service District (“District”) is a public employer that is subject to the E-Verify requirements as set forth in Section 448.095, Florida Statutes, and that the provisions of Section 448.095, Florida Statutes, apply to this RFQ. Notwithstanding the Responder’s response to this RFQ, if the District has a good faith belief in the future that the Responder has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment under a future written agreement between the Responder and the District, the District shall terminate the future written agreement with the Responder immediately for cause. If the District has a good faith belief that a subcontractor performing work under a future written subcontract agreement with the Responder has knowingly hired, recruited or referred an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States for employment, the District shall promptly notify the Responder and order the Responder to immediately terminate the agreement with the subcontractor. The Responder shall be liable for any additional costs incurred by the District as a result of the termination of a future agreement described above based on Responder’s failure to comply with E-Verify requirements referenced herein.

Confirmation of E-Verify Compliance    Responder: \_\_\_\_\_

\_\_\_\_\_

Agent for Responder and Title

\_\_\_\_\_

Signature

Date: \_\_\_\_\_

**EXHIBIT F**  
**AFFIRMATIONS**

- 1) Neither the undersigned, nor any other person, firm or corporation named herein, nor anyone else, to the knowledge of the undersigned, have themselves solicited or employed anyone else to solicit favorable action by Iona McGregor Fire Protection and Rescue Service District for this response, and further, no District official or employee is directly interested in the outcome of this matter. This proposal is genuine and not collusive or a sham. The persons, firms, or corporations named herein have not colluded, conspired, connived or agreed directly or indirectly with any other Responder or person, firm, or corporation, to put in a sham response, or to have any other person, firm or corporation refrain from responding. Further, the Responder has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference with any person, firm or corporation, to fix the price of said response or responses of any other Responder, or to secure any advantage against the District or any person, firm, or corporation.
- 2) The below signed Responder agrees to comply with all applicable provisions as set forth in the Anti-Discrimination laws of this land. The Responder further agrees to hold harmless, defend and indemnify Iona McGregor Fire Protection and Rescue Service District and its agents from any losses, including attorney's fees, incurred as a result of the Responder's failure to abide by any applicable Anti-Discrimination laws.
- 3) The undersigned, who being first duly sworn, acknowledges and affirms that all the statements made in this response are true, correct and accurate and no false statements are made herein. The undersigned further acknowledges that he or she has full knowledge of Florida law regarding sworn statements and the penalties, including perjury, resulting from the making of any false statements or misrepresentations herein.
- 4) The Responder represents that the Responder has familiarized itself with and assumes full responsibility for having familiarized itself with the nature and extent of the Request for Qualifications Documents, the District, the locality, local conditions, state, and local laws, ordinances, rules and regulations, as well as all applicable statutes, regulations, executive orders (EOs), Office of Management and Budget (OMB) circulars, terms and conditions, and approved applications which are applicable to the scope of work or that may in any manner affect performance of the scope of work.
- 5) The Responder shall comply with all requirements, stipulations, terms, and conditions as stated in the RFQ documents.
- 6) The Responder currently complies with all Federal, State, and local laws and regulations regarding employment practices, equal opportunities, industry and safety standards, performance and any other requirements as may be relevant to the requirements of this RFQ.
- 7) The Affiant named below is officially authorized to represent the Responder in whose name the response is submitted.

- 8) The undersigned hereby agrees to abide by all of the terms and conditions of the RFQ.
  
- 9) The Responder hereby warrants that the Responder has all required licenses, if any, to perform the services required by this RFQ and that such licenses will be in full force and effect throughout the duration of the performance of the scope of work of the RFQ and that any and all subcontractors to be employed by the Responder shall have all appropriate licenses to provide the services required under their subcontract.
  
- 10) The Responder hereby warrants that all services to be provided under this RFQ shall be completed in a timely fashion pursuant to an Agreement with the District and that time is of the essence.
  
- 11) The Responder agrees that if requested by the District, the Responder shall furnish additional information, references, financial statements, and other information for the District to sufficiently evaluate the Responder's response and the Responder's ability to perform the scope of work of the RFQ for an agreed upon Guaranteed Maximum Price and Completion Date on a project by project basis.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title

\_\_\_\_\_  
Name of Responder

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Facsimile Number

\_\_\_\_\_  
Electronic Mail Address

\_\_\_\_\_  
Occupational License Number

**STATE OF FLORIDA**  
**COUNTY OF \_\_\_\_\_**

The foregoing instrument was subscribed and acknowledged before me by  physical presence or  online notarization by \_\_\_\_\_, as \_\_\_\_\_ (title) of \_\_\_\_\_ (Responder), a \_\_\_\_\_ entity, on behalf of \_\_\_\_\_ (Responder) this \_\_\_\_ day of \_\_\_\_\_, 2026.

Personally Known or  Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
NOTARY SEAL