

SCHOOL DISTRICT OF INDIAN RIVER COUNTY Department of Purchasing and Central Distribution 6055 62 nd Avenue • Vero Beach Florida 32967 (772)-564-5045		Request for Proposal Bidder Acknowledgement	
BID NO. SDIRC 03-0-2017/JC		DATE June 16, 2016	
BID TITLE: RFP for ADA and Drainage Improvements at Wabasso School		PAGE 1 of 23	
Proposals must be received no later than 2:00 p.m. on <u>July 13, 2016</u> at which time they will be opened publicly			
Vendor Name:		Terms: Bidder see PP3- General Conditions	
Mailing Address:		F.E.I.D. No. (S.S. #)	
City - State – Zip Code:		Delivery _____ calendar days after receipt of order.	
Area Code/Telephone Number:	Toll Free Number:	Fax Number:	
Vendor E-Mail Address:		Vendor Web Address:	
ANTI-COLLUSION: The signed bidder certifies that he or she has not divulged, discussed or compared his or her bid with other bidders and has not colluded with any other bidder or parties to a bid whatever. NOTE: No premiums, rebates or gratuities permitted either with, prior to, or after any delivery of material. Any such violation will result in the cancellation and/or return of materials (as applicable) and the removal from the bid list(s).			
_____ Authorized Signature (Manual)		_____ Authorized Signature (Type or Printed) and Title	

This Request for Proposal, General Conditions, Instructions to Bidders, Special Conditions, Specifications, Addenda and/or any other pertinent documents form a part of this proposal and by reference are made a part thereof.

PURPOSE: It is the purpose and intent of this invitation to secure bids for item(s) and/or services as listed herein for the School District of Indian River County, Florida, hereinafter called the BOARD.

SEALED BIDS: Sealed bids will be received in the Department of Purchasing and Warehousing until the date and time as indicated above. Bids will be opened publicly in the Purchasing Department and all bidders and general public are invited to attend. All bids shall be submitted in sealed envelopes, mailed or delivered to the School District of Indian River County. Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967. Outside of envelope shall plainly identify bid by: VENDOR'S NAME, BID NUMBER, TITLE and TIME and DATE OF BID OPENING. It is the sole responsibility of the bidder to ensure their bid reaches the Department of Purchasing and Warehousing on or before the closing date and hour as shown above.

BOARD'S ACCEPTANCE: Unless otherwise specified herein, the bidder will allow a minimum of sixty (60) days from the last date for receiving of bids for acceptance of its bid by the Board.

AWARDS: In the best interest of the School Board, the Board reserves the right to reject any and all bids and to waive any irregularity in bids received; to accept any item or group of items unless qualified by bidder; to acquire additional quantities at prices quoted on this invitation unless additional quantities are not acceptable, in which case the bid sheets must be noted "BID IS FOR SPECIFIED QUANTITY ONLY". All awards made as a result of this bid shall conform to applicable Florida Statutes.

GENERAL CONDITIONS, INSTRUCTIONS AND INFORMATION FOR BIDDERS

SEALED BIDS: One copy of this executed Invitation to Bid page and Bid Summary page(s) must be returned with the bid in order for the Bid to be considered for award. All bids are subject to all the conditions specified herein; all General Conditions, Special Conditions on the attached bid documents; and any addenda issued thereto. Any failure on the part of the bidder to comply with the specifications, terms and conditions of this Invitation to Bid shall be reason for termination of contract.

1. **EXECUTION OF BID:** Bid must contain a manual signature of an authorized representative in the space provided above. Failure to properly sign proposal shall invalidate same, and it shall not be considered for award. All bids must be completed in pen and ink or typewritten. No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the bid. Any illegible entries, pencil bids, or corrections not initialed will not be tabulated. The original bid conditions and specifications cannot be changed or altered in any way. Altered bids will not be considered. Clarification of bids submitted shall be in letter form, signed by bidders and attached to the bid.
2. **NO BID:** If not submitting a bid, please respond by returning STATEMENT OF NO BID, Attachment E, with reason(s) indicated. Repeated failure to quote without sufficient justification may be cause for removal of a Bidder's name from the bid mailing list. Note: A bidder, to qualify as a respondent, must submit a "statement of no bid" and be received no later than the stated bid opening date and hour.

3. **PRICES QUOTED:** Deduct trade discounts and quote firm net prices. Give both unit price and extend total. Prices must be stated in units of quantity specified in bid specifications. In case of discrepancy in computing the amount of the bid, the UNIT PRICE quoted will govern. All prices F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Discounts for prompt payment: Award, if made, will be in accordance with terms and conditions stated herein. Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. Cash or quantity discounts offered will not be a consideration in determination of award of bid(s). If a bidder offers a discount, it is understood that a minimum of 30 days will be required for payment, and the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified.
 - a. **TAXES:** The School Board of Indian River County, Florida does not pay Federal Excise and State taxes on direct purchases of tangible personal property. The applicable tax exemption number is shown on the purchase order. This exemption does not apply to purchase of tangible personal property in the performance of contracts for the improvement of School Board owned real property as defined in Chapter 192 of the Florida Statutes.
 - b. **MISTAKES:** Bidders are expected to examine the specifications, delivery schedules, bid prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at bidder's risk.
 - c. Bidder warrants by virtue of bidding that prices shall remain firm for a minimum of ninety (90) days from the date of Board approval or time stated in special conditions.

- d. THE Board reserves the right to purchase item(s) on State Contract or other Political sub division bids if such items can be obtained in the best interest of the Board.
 - e. **CONDITIONS AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this bid shall be new (current production model at the time of the bid). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
 - f. **UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the bid, all manufactured items and fabricated assemblies shall be U.L. listed or re-examination testing where such has been established by U.L. for the items offered and furnished.
4. **DELIVERY:** Unless actual date of delivery is specified, show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (See Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, excluding holidays.
 5. **BRAND NAMES:** Use of a brand name, trade name, make, model, manufacturer, or vendor catalog number in specifications is for the purpose of establishing a grade or quality of material only. It is not the Board's intent to rule out other competition, therefore, the phrase OR ACCEPTABLE EQUAL is added. However, if a product other than that specified is bid, it is the vendor's responsibility to submit with the bid brochures, samples and/or detailed specifications on items bid. The Board shall be the sole judge concerning the merits of bid submitted.

Bidder shall indicate on the bid form the manufacturer's name and number if bidding other than the specified brands, and shall indicate ANY deviation from the specifications as listed. Deviations require complete descriptive technical literature marked to indicate detail(s) conformance with specifications.
 6. **QUALITY:** The items bid must be new and equal to or exceed specifications. The manufacturer's standard guarantee shall apply. During the guarantee period the successful bidder must repair and/or replace the unit without cost to the Board with the understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such repairs and/or replacements immediately upon receiving notice from the Board.
 7. **SAMPLES, DEMONSTRATIONS AND TESTING:**
 - a. Samples of items, when required, must be furnished free of expense and if not destroyed, will upon request, be returned at the bidder's expense. Request for the return of the samples must be indicated on his or her bid. Each individual sample must be labeled with bidder's name, bid number and item number. Failure of bidder to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the bid. Unless otherwise indicated, samples should be delivered to the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967.
 - b. When required, the Board may request full demonstrations of any unit(s) bid prior to the award of any contract.
 - c. Items may be tested for compliance with specifications under the direction of the Florida Department of Agriculture and Consumer Services, or an independent testing laboratory. Bidders shall assume full responsibility for payment for any and all charges for testing and analysis of any materials offered or delivered that do not conform to the minimum required specifications. Bidder's disposition of all items delivered in this category must be at no expense to the Board.
 8. **INSPECTION AND ACCEPTANCE:** The successful bidder shall be responsible for delivery of items in good condition at point destination. Bidder shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Board will note, for the benefit of successful bidder, when packages are not received in good condition. In the event the material and/or services supplied to the Board is found to be defective or does not conform to specifications, the Board reserves the right to cancel the order upon written notice to the seller and return the product to seller at the seller's expense.
 9. **DEFAULT PROVISION:** In case of default by the bidder or contractor, the Board may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess costs occasioned or incurred thereby.
 10. **COPYRIGHTS OR PATENT RIGHTS:** Bidder warrants that there has been no violation of copyrights or patent rights in manufacturing, producing or selling the goods shipped or ordered as a result of this bid. Seller agrees to hold the purchaser harmless from any and all liability, loss or expense occasioned by any such violation.
 11. **MANUFACTURER'S CERTIFICATION:** The Board reserves the right to request from bidders separate manufacturer certification of all statements made in the proposal.
 12. **BID ABSTRACTS:** Bidders desiring a copy of bid tabulation may request same by enclosing a self-addressed, stamped envelope with bid or visit our website at www.indianriverschools.org.
 13. **OCCUPATIONAL HEALTH AND SAFETY:** Vendor, as a result of award of this bid, delivering any toxic substances item as defined in Florida Statute [442.102\(21\)](#) shall furnish to the Risk Management Department 1990 25th street, Vero Beach, FL 32960, a Material Safety Data Sheet (MSDS). The material safety data sheet shall be provided with initial shipment and shall be revised on a timely basis as appropriate.

The MSDS must include the following information:

 - a. The chemical name and the common name of the toxic substance.
 - b. The hazards or other risks in the use of the toxic substance, including:
 - (1) The potential for fire, explosion, corrosively and reactivity;
 - (2) The known acute and chronic health effects of risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and
 - (3) The primary routes of entry and symptoms of overexposure.
 - c. The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances including appropriate emergency treatment in case of overexposure.
 - d. The emergency procedure for spills, fire, disposal and first aid.
 - e. A description in lay terms of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
- f. The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.

Any questions regarding this requirement should be directed to: US EPA, Region 4 Sam Nunn Atlanta Federal Center 61 Forsyth Street, SW Atlanta, GA 30303. Telephone: 800-241-1754. www.epa.gov/region4/divisions/index.html
14. **OSHA:** The bidder warrants that the product/services supplied to the School Board of Indian River County, Florida, shall conform in all respects to the standards set forth in the Occupational Safety and Health Act 1970, as amended, and the failure to comply with this condition will be considered as a breach of contract.
 15. **ANTI-DISCRIMINATION:** The bidder certifies that they are in compliance with the non-discrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375 relative to equal employment opportunity for all persons without regard to race, color, religion, sex or national origin.
 16. **ADVERTISING:** In submitting a proposal, bidder agrees not to use the results therefrom as a part of any commercial advertising without prior approval of the School Board.
 17. **CONFLICT OF INTEREST:** The award hereunder is subject to the provisions of Chapter [112](#), Florida Statutes. All bidders must disclose with their bid the name of any officer, director or agent who is also an employee of the School District of Indian River County, Florida. Further, all bidders must disclose the name of any Board employee who owns, directly or indirectly, an interest of (5%) or more in the bidder's firm or any of its branches.
 18. **DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the Board shall be final and binding on both parties.
 19. **LEGAL REQUIREMENTS:** Federal, state, county, and local laws, ordinances, rules, and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder will in no way be a cause for relief from responsibility.
 20. **SIGNED BID CONSIDERED AN OFFER:** This signed bid shall be considered an offer on the part of the bidder or contractor, which offer shall be deemed accepted upon approval by the Board. In case of a default on the part of the bidder or contractor after such acceptance, the Board may take such action as it deems appropriate including legal action for damages or specific performance.
 21. **LIABILITY, INSURANCE, LICENSES, AND PERMITS:** Where bidders are required to enter or go onto School Board property to deliver materials or perform work or services as a result of bid award, the bidder will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurance. Bidder shall be liable for any damage or loss to the Board occasioned by bidder, bidder's employees, licenses of the bidder or agent or any person the bidder has designated in completion of his or her contract as a result of their bid; further bidder shall be liable for all activities of bidder occasioned by performance of this bid. Notwithstanding the foregoing, the liability herein shall be limited to one million dollars (\$1,000,000) and the bidder recognizes that and covenants that it has received consideration for indemnification provided herein.
 22. **SPECIFICATIONS:** Any omissions of detail specifications stated herein that would render the materials/service from use as specified will not relieve the bidder from responsibility.
 23. **BID BONDS AND PERFORMANCE BONDS:** Bid bonds, when required, shall be submitted with the bid in the amount specified in Special Conditions. Bid bonds will be returned to unsuccessful bidders. After award of contract, the Board will notify the successful bidder to submit a performance bond in the amount specified. Upon receipt of the performance bond, the bid bond will be returned to the successful bidder.
 24. **Taxes:** The School Board of Indian River County is exempt from any taxes imposed by State and/or Federal Government. Exemption certificate certified on request. State Sales [Tax Exemption Certificate](#) No. 85-8012622032C-9 and Federal Excise Tax Exemption No. 59-6000 673 appears on each purchase order.
 25. **PAYMENT:** Payment will be made after the items/services awarded to a vendor have been received/completed, inspected and found to comply with award specifications, free of damage or defect and properly installed.
 26. **SPECIAL CONDITIONS:** Any and all Special Conditions that may vary from these General Conditions shall have precedence.
 27. **JESSICA LUNSFORD ACT:** Effective September 1, 2005, a new law involving all school district vendors goes into effect. The new law, known as the Jessica Lunsford Act, requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked. See attachment explaining the requirements of the Jessica Lunsford Act.

Request for Proposal

1.0 INTRODUCTION AND SCOPE OF WORK

The purpose and intent of this Request for Proposal (RFP) is to secure proposals for ADA and drainage improvements at Wabasso School as per drawings provided by Kimley-Horn and Associates, Inc. The ADA improvements consist of a concrete walk, ramp and stairs to be removed and replaced to meet ADA Standards and drainage system update to capture downspout from walkway roof.

- 1.1 The School District encourages participation of minority businesses.
- 1.2 Bidders shall be capable to provide crews that can be processed through the FDLE Level II background checks. Bidders are advised that they are responsible to ensure that no employees or subcontractors used by their firm have been convicted or are currently under investigation for crimes against children in accordance with FS 435.04.
- 1.3 Owner-Contractor Agreement (Lump Sum) - To all potential bidders it is imperative that you become familiar not only with the Terms and Conditions of this Bid/RFP solicitation but it is also mandatory that you read the corresponding construction agreement that the awarded vendor(s) must execute with the Physical Plant Department prior to Board approval. See **ATTACHMENT D.**

2.0 PRE-BID MEETING

A mandatory pre-bid meeting will be held on **June 29, 2016 at 9:30 a.m.** at Wabasso School located at 8895 N. US Highway 1, Sebastian, FL 32958. Please meet in the main office to sign in. If you are late to this meeting, District staff will determine if you are too late to attend this pre-bid meeting.

3.0 TIME SCHEDULE - The District will use the following time line. Dates are subject to change if necessary.

- 06.16.16 Notice mailed to vendors
- 06.29.16 Pre-bid Meeting – See 2.0
- 07.06.16 Deadline for written questions; 2:00 p.m. - See 16.0
- 07.13.16 Proposals due no later than 2:00 p.m.
- 07.27.16 Post recommendation
- 08.09.16 Recommend firm to the School Board for approval.

A reasonable, but not guaranteed, attempt of notification of any required changes to the time schedule will be made to the selected firms.

4.0 AWARD

Award will be made to the most responsive and responsible bidder meeting specifications, terms and conditions. Award will be made not on the basis of price alone, but to the proposal whose submission contains the most advantageous combination of price, qualifications, experience, litigation, recent commercial projects and references.

5.0 **CONE OF SILENCE**

As per Board Rule 6324, a cone of silence is hereby established for all competitive selection processes including Invitations for Bids (IFB), Request for Proposals (RFP), Request for Qualifications (RFQ) and Invitations to Negotiate (ITN) for the provision of goods and services. The cone of silence is designed to protect the integrity of the procurement process by shielding it from undue influences prior to the recommendation of contract award. This cone of silence is now in effect. The cone of silence prohibits any communication regarding a particular IFB, RFP, RFQ, or ITN between:

- a. A potential vendor, service provider, bidder, lobbyist or consultant and the staff of the District, including school principals
- b. A potential vendor, service provider, bidder, lobbyist or consultant and any School Board Member or member-elects.

Unless specifically provided otherwise in the applicable IFB, RFP, RFQ or ITN, the cone of silence does not apply to the following:

- a. Communications between a potential vendor, service provider, bidder, lobbyist, or consultant and the District's Purchasing Department.
- b. Communications at duly noticed pre-bid meetings and site visits prior to the bid opening or post bid-opening meetings and site visits, which are administered by the Purchasing Department or the Facilities, Planning and Construction Department prior to the issuance of a written recommendation of contract award.

The Cone of Silence terminates at the time the Board acts on a written recommendation from the Purchasing Department or Facilities, Planning and Construction Department regarding contract award; provided, however, that communications are permitted when the Board receives public comment at the meeting when the recommendation is presented. Violation of this policy by a particular bidder, proposer, respondent, and/or representative may, at the discretion of the District, result in rejection of said bidder, proposer, respondent, and/or representative's bid, proposal, or offer and may render any contract award to said bidder, proposer, or respondent voidable.

6.0 **BIDDER'S QUALIFICATIONS AND RESPONSIBILITIES**

- 6.1 The bidder shall have maintained continual work experience in this area of work for a period of three (3) years.
- 6.2 Unless otherwise specified, the bidder represents and warrants that the goods, materials, supplies, or components offered to the School District under this RFP solicitation are compatible with existing materials and will not void existing warranties, and are not used or reconditioned.
- 6.3 The School District of Indian River welcomes responses from all companies who are licensed and insured in the services being requested in this RFP. All vendors responding must employ their work force and the use of unskilled and day labor is prohibited.
- 6.4 The Bidder shall be required to comply with all applicable Federal, State and local permits, licenses and local building codes.
- 6.5 The Bidder shall, and in addition to all other guarantees, be responsible for faulty labor

and/or workmanship and shall promptly correct improper work, without cost to the District, within twenty-four (24) hours after receipt of notification of such faulty labor or workmanship. If the Bidder fails to correct the defects within twenty-four (24) hours, the Owner shall be entitled to have such work remedied and the Bidder shall be fully liable for all costs and expense reasonable, incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year or as agreed upon at acceptance of the work by the District.

7.0 **BID SECURITY BOND** - Not applicable

8.0 **PERFORMANCE AND PAYMENT BOND** – Not applicable

9.0 **DELIVERY** - Delivery of materials shall be FOB destination to the site specified on the purchase order which may include any district-owned facility within Indian River County.

10.0 **TERM OF CONTRACT** – not applicable

11.0 **TERMS AND CONDITIONS**

11.1 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn shall constitute an irrevocable offer, for a period of ninety (90) days, to provide the School District with the services specified in the proposal.

11.2 The School Board has the right to cancel this RFP, to waive any and all information and/or irregularities, or to re-advertise with either the identical or revised specifications, if it is deemed to be in the best interest of the School District to do so.

11.3 The School Board reserves the right to accept or reject any or all proposals, to request clarification of information submitted in any proposal, and to request additional information from any proposer and to select the bidder(s) on the basis of what the Evaluation Team determines to be in the best interest of the School District.

11.4 Additional Terms - No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this proposal. If submitted either purposely through intent or design or inadvertently separately in transmittal letters, specifications, literature, price lists or warranties, it is understood and agreed that the general and special conditions in this bid solicitation are the only conditions applicable to this bid and the bidder's authorized signature affixed to the bidder acknowledgment form attests to this.

11.5 Sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. [119.07](#)(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier (Florida Statute 119.071(1)(b)).

12.0 **BIDDER'S RESPONSIBILITIES**

12.1 The new uniform statewide badge is to be worn **in plain sight** at all times while on campus. This applies to all subcontractors as well.

12.2 The successful bidder (hereinafter referred to as the bidder) will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing and permits

to complete the project.

- 12.3 The bidder acknowledges that work will be performed only after receipt of a written purchase order.
 - 12.4 The bidder shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.
 - 12.5 Bidder shall be responsible for correction/replacement, according to local and state (FBC) codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of bidder's operations.
 - 12.6 Bidder shall be responsible to safeguard all of their tools equipment, signs, barricades, etc. while operating on any school site. The district assumes no responsibility for act of theft or vandalism which may occur while bidder's equipment is located on any school district site.
 - 12.7 The bidder shall at all times enforce strict discipline among their employees and at no time shall there be interaction between employees and students.
 - 12.8 The bidder shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times.
 - 12.9 Pursuant to Board Rule 7434 the School District of Indian River County is a tobacco free environment prohibiting the use of tobacco on any Board property.
 - 12.10 Pursuant to Board Rule 7217 the possession of any weapon will not be tolerated on school district property. The term "weapon" means any object which, in the manner in which it is used, is intended to be used, or is represented, is capable of inflicting serious bodily harm or property damage, as well as endangering the health and safety of persons. Weapons include, but are not limited to, firearms, guns of any type, including air and gas-powered guns (whether loaded or unloaded), knives, razors, clubs, electric weapons, metallic knuckles, martial arts weapons, ammunition, and explosives.
- 13.0 **INSTRUCTIONS TO PROPOSERS** - All proposals must be sealed and submitted in accordance with the instructions provided in this RFP. **All proposals shall be sent to:**

School District of Indian River County
Support Service Complex
Attn: Purchasing Department
6055 62nd Avenue
Vero Beach, FL 32967

PLEASE NOTE IF YOU ARE HAND-DELIVERING A BID, THIS ADDRESS DOES NOT SHOW ACCURATELY ON A GPS. SEE ATTACHMENT C FOR DIRECTIONS TO OUR NEW FACILITY.

- 13.1 To All Bidders: it is your responsibility to verify that no addenda have been issued prior to the bid opening. All addenda will be posted on our webpage at <https://www.indianriverschools.org/current-bids-rfps> Failure to verify and acknowledge any addenda may result in the rejection of your bid.
- 13.2 If a proposal is transmitted by US Mail or other delivery medium, the proposer shall be responsible for its timely delivery to the Purchasing Department. Proposals delivered to a location other than as specified in Section 13.0 will not constitute receipt. Any proposals

received after the stated time and date will not be considered and will be returned unopened to the proposer. Faxed or emailed proposals will not be accepted.

- 13.3 One sealed original proposal with a manual signature and three (3) copies shall be submitted and clearly labeled "SDIRC 03-0-2017/JC Wabasso School" on the outside of the package. The legal name, address, proposer's contact person, and telephone number shall also be clearly annotated on the outside of the package.
- 13.4 Failure to submit one original proposal with a manual signature shall result in the rejection of the proposal. All proposals shall be signed by an officer or employee having authority to bind the company.
- 13.5 This document and the associated drawings constitute the complete set of specifications, requirements and/or proposal forms.
- 13.6 Respondents shall not be allowed to modify their proposals after the opening time and date.
- 13.7 This is a Request for Proposals; therefore the School District of Indian River County retains the right to contact any/all proposers after submittal in order to obtain supplemental information and/or clarification in either oral or written form.
- 13.8 Proposals not conforming to the instructions provided herein will be subject to disqualification at the option of the Board.
- 13.9 All proposals become the property of the School Board of Indian River County and shall have the right to use all ideas, and/or adaptations of those ideas contained in any proposal received in response to this RFP. Any parts of the proposal or any other material(s) submitted with the proposal that are copyrighted or expressly marked as "confidential", "proprietary" or "trade secret" will be exempted from the "open records disclosure requirements" of Chapter 119, Florida Statutes, but only to the extent expressly authorized by Florida law. If Bidder wishes to mark items as confidential or exempt, the Bidder must also reference the specific law that allows the exemption. The Board's selection or rejection of a proposal will not affect this exemption.

14.0 **EVALUATION OF PROPOSALS**

The Evaluation Team will evaluate each proposal on its own merit and recommend firm(s). It is and shall be understood and agreed that the decision of the School Board after evaluation shall be final. Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same requirement. The evaluation process shall consist of reviewing the written proposals and may include the interviewing and inspection of certain firms by the Evaluation Team as deemed appropriate.

15.0 SELECTION CRITERIA AND PROCESS

The Evaluation Team will use the criteria enumerated below to review all proposals. Points will be awarded as follows:

	Possible Points
Price	30
Qualifications	20
Experience of Staff Assigned to this Project	20
Litigation	10
Recent Commercial Projects/References	<u>20</u>
	100

The following criteria is reflected as a deduction in the scoring and selection process.

	<u>Points</u>
Any adverse attestation or audit findings regarding proper accounting of costs, expenses, charges, sales tax credits and any other invoice items on previous School Board contracts for the past five years.	-5 to 0
Has your firm been the subject of adverse attestation or audit findings? ____Yes ____ No	
If yes, please provide related reports and details with your proposal. Failure to include this information may result in the disqualification of your bid.	

16.0 RFP INQUIRIES

- 16.1 The School Board of Indian River County is not liable for interpretations/misinterpretations or other errors or omissions made by the bidder in responding to this RFP. The bidder shall examine this document to determine if the terms, conditions and requirements are clearly stated. If the bidder believes there are any terms, conditions or requirements that remain unclear or restrict competition, the bidder may request clarification in writing. Questions or request for clarity must be received no later than the date described below as the deadline.
- 16.2 In order to maintain a fair and impartial competitive process, the School District must avoid private oral communications with prospective proposers during the proposal preparation and evaluation period. Prospective proposers may not contact the Evaluation Team but may pose questions in writing during this period. Inquiries may be received by mail, fax or email by the deadline of **2:00 p.m. July 6, 2016**. All proposers will be furnished in writing with both the questions and the response to any inquiries (other than administrative or procedural details). Send all email inquiries to both email addresses shown below.

Jeff Carver, CPPO, Director of Purchasing
Support Services Complex
6055 62nd Avenue
Vero Beach, FL 32967
Tele: (772) 564-5050 Fax: (772) 564-5048

Jeffrey.carver@indianriverschools.org and Sheryl.cobb@indianriverschools.org

- 16.3 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents. It is the vendor's responsibility to verify that no addenda have been issued prior to the bid opening. Copies of addenda will be made available for inspection at the Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967, and also on the Purchasing Department's website; <https://www.indianriverschools.org/current-bids-rfps>. Failure to verify and acknowledge any addenda may result in the rejection of your bid.
- 16.4 No addenda will be issued later than five (5) calendar days prior to the date for receipt of proposals except on addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.
- 16.5 Verbal Instructions - No negotiation, decisions or actions shall be initiated or executed by the bidder as a result of any discussions with any SDIRC employee. Only those communications that are in writing from the Director of Purchasing shall be considered as duly authorized expression on behalf of the Board.
- 17.0 **INDULGENCE** - Indulgence by the School Board on any non-compliance by the firm does not constitute a waiver of any rights under this agreement.
- 18.0 **CORRECTIONS** - All price corrections must be initialed. This includes the use of correction fluid (white out) or any other method of correction.
- 19.0 **DEFAULT** - In the event that the awarded firm should breach this contract, the School Board of Indian River County reserves the right to seek all remedies in law and/or in equity.
- 20.0 **VENDOR GUIDELINES**
- 20.1 This section addresses the bidder guidelines in the preparation and submission of responses to this bid.
- 20.2 The District will evaluate each bid on its own merit and discuss its findings with its management. It is and shall be understood and agreed that the decision of the School Board after evaluation shall be final.
- 20.3 The vendor's response to the bid, along with any addenda, shall upon award, be an addendum to the contract.
- 20.4 Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same end of the requirement in question.
- 20.5 Before submitting a quote, bidder should become familiar with any local conditions which may, in any manner, affect the work to be done or effect the equipment, materials, labor and services required. The bidder is also required to carefully examine the specifications and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 20.6 Proposals shall not be considered if the bidder cannot meet the special conditions contained herein unless the bidder can provide, as part of their proposal, alternative provisions which shall provide the School District the required degree of assurance of performance. The School Board shall be the sole judge of the adequacy of alternative provisions for the required degree of assurance of performance.

21.0 LICENSES, PERMITS AND INSPECTIONS

- 21.1 The bidder shall be licensed in Indian River County and/or the State of Florida Construction Industry Licensing Board according to Florida State Statutes, Chapter 489. These licenses must be valid at the time of the bid opening. A copy must be provided with the bid response and updated annually.
- 21.2 Bidder shall notify the School District of Indian River County if any change occurs in regards to licenses.
- 21.3 Prior to the commencement of work, awarded vendors shall obtain a building permit for each project performed from the District's Department of Building Standards and Code Compliance; vendor shall comply with all requirements and each project is subject to inspections. Contact this department at 772-564-5020 to obtain building permits at no charge.
- 21.4 When applicable, the bidder shall notify the District's Department of Building Standards and Code Compliance of job progress and make a request for inspection of work performed. The bidder shall not proceed with other work until the previous portion has been approved as per school district building official.
- 21.5 Completion of contract shall be defined as final inspection and subsequent sign-off by SDIRC'S Building Official, on all work as satisfactory and acceptable to the District.

22.0 CONSTRAINTS - Includes, but not limited to, all applicable state laws and Department of Education Regulations.

23.0 JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT

- 23.1 All bidders submitting a response to this invitation to bid agree that such response also constitutes a bid to all State Agencies and Political Subdivisions of the State of Florida under the same conditions, for the same prices and for the same effective period as this bid, should the bidder(s) deem it in the best interest of their business to do so.
- 23.2 This agreement in no way restricts or interferes with any state agency or political subdivision of the State of Florida to rebid any or all items.

24.0 FUNDING OUT, TERMINATION, CANCELLATION

- 24.1 Florida School Laws prohibit the Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the contracts.
- 24.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year. Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:
- 24.3 The Board may, during the contract period, terminate or discontinue the services covered in this RFP for any reason deemed in the best interest of the District including lack of appropriated funds upon the same terms and conditions as set forth in this section.
- 24.4 Such prior written notice will state: The lack of appropriated funds is the reason for termination. This completed statement must be included as part of any contract with the

successful proposer. No contract will be considered that does not include this provision for "funding out".

25.0 **ASSIGNMENT** - The successful bidder shall not subcontract, assign, transfer, convey, sublet, or otherwise dispose of this contract, or of any or all of its rights, title, or interest therein, or its power to execute such contract to any person, firm, or corporation without prior written consent of the District.

26.0 **PUBLIC ENTITY CRIMES**

26.1 Pursuant to Florida Statutory requirements, potential Respondents are notified:

- a. 287.133(2)(a) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
- b. 287.133(2)(b) A public entity may not accept any bid, proposal, or reply from, award any contract to, or transact any business in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO with any person or affiliate on the convicted vendor list for a period of 36 months following the date that person or affiliate was placed on the convicted vendor list unless that person or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with a person at the time of the commission of a public entity crime resulting in that person being placed on the convicted vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other person who is under the same, or substantially the same, control as the person whose name appears on the convicted vendor list so long as that person's name appears on the convicted vendor list.
- c. 287.134(2)(b) A public entity may not accept any bid, proposals, or replies from, award any contract to, or transact any business with any entity or affiliate on the discriminatory vendor list for a period of 36 months following the date that entity or affiliate was placed on the discriminatory vendor list unless that entity or affiliate has been removed from the list pursuant to paragraph (3)(f). A public entity that was transacting business with an entity at the time of the discrimination resulting in that entity being placed on the discriminatory vendor list may not accept any bid, proposal, or reply from, award any contract to, or transact any business with any other entity who is under the same, or substantially the same, control as the entity whose name appears on the discriminatory vendor list so long as that entity's name appears on the discriminatory vendor list.

26.2 By submitting a proposal, the Respondent represents and warrants that the submission of its proposal does not violate Section 287.133, Florida Statutes, nor Section 287.134, Florida Statutes.

26.3 In addition to the foregoing, the Respondent represents and warrants that Respondent, Respondent's subcontractors and Respondent's implementer, if any, is not under investigation for violation of such statutes.

26.4 Respondent should read carefully all provisions of 287.133 and 287.134, Florida Statutes.

27.0 **DRUG-FREE WORKPLACE** - Whenever two or more bids which are equal with respect to price, quality, and service are received by the district, a response received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. Attached is the Drug-free Workplace Certificate Form **ATTACHMENT A** to be submitted with bid or shall be submitted within three (3) days upon request.

28.0 **DISCRIMINATION**

An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a bidder, supplier, sub-bidder or consultant under contract with any public entity, and may not transact business with any public entity.

29.0 **LEGAL REQUIREMENTS**

29.1 Federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the bidder shall in no way be a cause for relief from responsibility.

29.2 Work shall be accomplished in accordance with specifications set forth herein, and all applicable state, county and local laws, codes and ordinances. In addition, the bidder shall comply with the letter and intent of all EPA, OSHA and any other pertinent federal, state and local regulations concerning the work specified. Any and all work not meeting these requirements shall be corrected at no expense to the School District. Bidder shall secure and pay applicable fees and licenses necessary for the proper execution and completion of required work.

29.3 Vendors doing business with the School District of Indian River County are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex, age or disability with regard to but not limited to the following: employment practices, rates of pay or other disability compensation methods, and training selection.

30.0 **FEDERAL AND STATE TAX**

The School District of Indian River County is exempt from federal and state taxes for tangible personal property. The Director of Purchasing will sign an exemption certificate submitted by the successful respondent(s). Vendors or proposers doing business with the School District of Indian River County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with County, nor shall any vendor/proposer be authorized to use the County's Tax Exemption Number in securing such materials.

31.0 **CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP**

As per School Board Rule 1113, 3113 and 4113 it is the policy of the School Board that no District officer or employee, including but not limited to, Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship

with any business entity or any agency which is doing business with an agency of which s/he is an officer or employee, excluding those organization and their officer who, when acting in their official capacity, enter into or negotiate a collective bargaining contract with the District. Furthermore, it is the policy of the Board that no District officer or employee, including but not limited to Board members, administrators, instructional staff members, or support staff members, shall have or hold any employment or contractual relationship that will create any conflict whatsoever between his/her private interests and the performance of his/her duties or that would impede the full and faithful discharge of his/her duties. It is the intent of the Board that this policy is interpreted consistent with the Florida Commission on Ethics interpretation.

32.0 PUBLIC RECORDS LAW

All proposal documents and/or other material submitted by the proposer in response to this Request for Proposal shall be open for inspection by any person and in accord with Chapter 119, Florida Statutes. Effective July 1, 2013 Florida Statute 119.0701 requires School Board agreements for services to include compliance with public record laws.

- Vendor must keep and maintain public records ordinarily and necessarily kept by the School Board in order to perform the service(s) awarded.
- Vendor must provide the public with access to public records on the same terms and conditions the School Board would provide the records and at a cost that does not exceed the cost provided in the Public Records Act.
- Vendor must insure public records that are exempt, or confidential and exempt, from public records disclosure requirements are not disclosed except as authorized by law.
- Vendor must meet all the requirements for retaining public records and transfer at no cost to the School Board, all public records in the possession of the vendor upon termination of the agreement, and destroy any duplicate public records that are exempt or confidential and exempt, from public records disclosure requirements.

33.0 CANCELLATION / TERMINATION

In the event any of the provisions of this proposal are violated by the bidder, the Superintendent or her designee, shall give written notice to the bidder stating the deficiencies and unless the deficiencies are corrected within ten (10) business days, recommendation will be made to the School Board for immediate cancellation. Upon cancellation hereunder, the School District of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School District of Indian River County, Florida, reserves the right to terminate any contract resulting from this RFP at any time and for any reason, upon giving ten (10) business days prior written notice to the Bidder. If said contract should be terminated for convenience as provided herein, the School Board shall be relieved of all obligations under said contract. The School District of Indian River County shall only be required to pay to the Bidder that amount of the contract actually performed to the effective date of termination.

34.0 INVOICES / PAYMENT

- 34.1 All invoices shall reference the correct purchase order number and shall be submitted after work has been performed to the District's satisfaction. The District will make payment within 45 days of receipt of approved invoice. If applicable, payments shall be based on percentage of completion with partial or complete release of liens. Invoices shall be in accordance to terms, conditions and prices found in SDIRC 03-0-2017.

- 34.2 The District reserves the right to pay by credit card if it is determined to be in their best interest.
- 34.3 Invoices shall not be submitted prior to final inspection by the Department of Building Standards and Code Compliance.
- 35.0 **INSURANCE** – (to be submitted by awarded bidders prior to issuance of a purchase order or notice to proceed)
- 35.1 Worker's Compensation consistent with Florida Statutes shall be carried and in force during the period of work under this contract by the bidder.
- 35.2 Property and casualty insurance with general liability comprehensive broad form endorsement and automotive liability in limits of \$1,000,000 single occurrence; \$2,000,000 aggregate. To be considered, carrier shall be duly licensed by the State of Florida and recognized as an admitted carrier in the State of Florida.
- 35.3 Vendor shall provide the School Board of Indian River County with a Certificate of Insurance naming the District as "named additional insured", with thirty (30) day notice of cancellation. Certificates of Insurance verifying the above coverage's and validity periods shall be provided to the Director of Purchasing and Warehousing before a purchase order can be issued, and as necessary to confirm the validity of coverage during the project.
- 36.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT**
- 36.1 Awarded proposers shall, in addition to any other obligation to indemnify the School Board of Indian River County, Florida and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, its agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or part from any actual or alleged act or omission of the awarded proposer, bidder, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or violation of law, statute, ordinance, governmental administration actual or alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the awarded proposer, Bidder, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by Bidder in the performance of the work; or liens, claims or actions made by the awarded proposer or any sub-bidder or other party performing the work.
- 36.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the awarded proposer of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar. This article will survive the termination of the contract.
- 37.0 **RIGHT OF REVIEW**
The owner reserves all right to review and approve procedures for proposed handling, installation,

and quality by the bidder.

- 38.0 **FLORIDA TRENCH SAFETY ACT** (if applicable) Where relevant, vendor shall comply with the Trench Safety Act and will design and provide a trench safety system at all trench excavations in excess of five (5) feet in depth for any project as per Section 553.60 through 553.64 F.S. Vendor shall also comply with OSHA Standard 29 C.F.R.s. 1926.650 Subpart P. as per Chapter 90-96 of the Laws of Florida.
- 39.0 **AS-BUILTS** (if applicable) The bidder shall assist in the transfer of the project to the facilities department including the delivery of as-built drawings, warranties, guaranties and operating instructions. The bidder shall maintain a set of up-to-date documents on site noting deviations/changes to the documents which it shall submit as port of the project closeout section of the specifications. All deviations/changes (RFI"s or Change Orders) shall be provided to the Building Department for review prior to the bidder continuing the construction.
- 40.0 **FISH REPORT** - not applicable
- 41.0 **SB 444** - not applicable
- 42.0 **DEBARMENT**
- 42.1 As per Board Rule 6320 Debarment the Superintendent shall have the authority to debar a person/corporation, for cause, from consideration or award of further contracts. The debarment shall be for a period commensurate with the seriousness of the cause, generally not to exceed three (3) years. If suspension precedes a debarment, the suspension period shall not be considered in determining the debarment period. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.
- 42.2 By submitting a proposal, and completing **ATTACHMENT B** Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Covered Transactions, the vendor certifies, to the best of its knowledge and belief, that it and its principals:
- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
 - b. Have not, within the preceding five year period, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property.
 - c. Are not presently indicted or otherwise criminally charged by a governmental entity (federal, state or local) with commission of any of the offenses enumerated in the preceding paragraph (b).
 - d. Have not within the preceding five year period had one or more public transactions (federal, state or local) terminated for cause or default.
 - e. Have not been debarred by the School Board pursuant to School Board policy 6320.
- 42.3 Bidder agrees to notify School Board within 30 days after the occurrence of any the events, actions, debarments, proposals, declarations, exclusions, convictions, judgments, indictments, information, or terminations as described in 43.2 a through e with respect to bidder or its principals.

43.0 INTELLECTUAL PROPERTY RIGHTS

The bidder(s) will indemnify and hold harmless the Board from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, service marked, trademarked, patented or unpatented invention, process, article or work manufactured or used in the performance of the contract, including its use by the District. If the bidder(s) uses any design, device, materials or works covered by letters, service mark, trademark, patent, copyright or any other intellectual property right, it is mutually agreed and understood without exception that the proposal prices will include all royalties of costs arising from the use of such design, device, or materials in any way involved in the work. This article will survive the termination of any contract with the School Board.

44.0 SUB-CONTRACTS

Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the Board. The bidder will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees. After award of contract, any changes in sub-contractors or sub-proposers shall require prior District approval. If proposer intends to utilize sub-contractors, include with the response a detailed list of subs including name, licenses and intended scope of work.

45.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT

Neither the contract resulting from this RFP, if any, nor any duties or obligations under such contract shall be assigned by the bidder without the prior written consent of the Board. Any contract resulting from this RFP may be amended only in writing signed by the bidder and the Board with the same degree of formality evidenced in the contract resulting from this RFP.

46.0 CONTRACT VARIANCES AND EXCEPTIONS

Bidder shall provide any variances, exceptions, or variations to requirements, specifications, products and/or services outlined in this proposal. Use additional sheets if needed.

47.0 DISCLAIMER

This Request for Proposal (RF) is not an offer of purchase. It is a request for product/service information and costs to assist the School Board of Indian River County, FL to make an acquisition decision and enter into a contract with the successful proposing firm for the services outline in the Scope of Work and the proposal. Neither the schools, the Purchasing Department, nor any other department or person are authorized to make a commitment until this solicitation process has been completed and a written purchase order is provided to the successful proposing firm.

48.0 SALVAGE - All items removed during any work performance under this contract must remain the property of the owner unless indicated otherwise by the Director of Purchasing. See Section 16.0 for contact information. As part of the contract, owner will require transportation of salvage materials to the SSC Complex located at 6055 62nd Avenue, Vero Beach, FL 32967. It shall be the bidder's responsibility for removal and transport.

49.0 FORCE MAJEURE

The School Board and the bidder will exercise every reasonable effort to meet their respective obligations as outlined in this RFP and the ensuing contract, if any, but shall not be liable for delays resulting from Force Majeure or other causes beyond their reasonable control, including, but not

limited to, compliance with any government law or regulation, acts of God, acts or omissions of the other party, government acts or omissions, fires, strikes, national disasters, wars, riots, transportation problems and/or any other causes whatsoever beyond the reasonable control of the parties. Any such cause will extend the performance of the delayed obligation to the extent of the delay so incurred.

50.0 GOVERNING LAW AND JURISDICTION

Any contract resulting from the RFP shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within Florida. The parties hereby irrevocably submit to jurisdiction in Florida and venue shall lie in Indian River County Courts. The parties hereby waive any objection to such jurisdiction and venue.

51.0 ETHICAL BUSINESS PRACTICES

Pursuant to Board Policies 0125 and 4214, restrictions of gifts to School Board members and staff members are outlined in these policies.

52.0 WORKMANSHIP

52.1 Contractor will be responsible for repairs in installation for two years if determined that installation was defective. The bidder shall ensure that he maintains the required supplies and materials, tools and equipment, employs qualified service personnel, and has adequate vehicles to transport service personnel and equipment to and from the School District locations for the duration of the agreement.

52.2 The School Board of Indian River County will require a full one (1) year warranty on all workmanship for each job completed. The warranty shall commence from the date of completion.

52.3 The bidder shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the School Board, within 48 hours after receipt of notification of such faulty labor or workmanship. If the contractor fails within 48 hours to correct defect, the Owner shall be entitled to have such work remedied and the awarded bidder shall be fully liable for all costs and expense reasonable incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the School Board.

52.4 The awarded bidder shall maintain adequate records to justify all charges, expenses and costs incurred in estimating and performing the work for at least three (3) years after completion of the contract. The Board shall have access to all records, documents and information collected and/or maintained by others in the course the administration of the contract. This information shall be made accessible to the Board upon request. It shall be the awarded bidder's responsibility to ensure that all required records are provided to the Board at the bidder's expense.

53.0 JESSICA LUNSFORD ACT

53.1 On September 1, 2005, a new law, known as the Jessica Lunsford Act, involving all school district vendors went into effect. This law requires all individuals who are permitted access on school grounds when students are present, who will have direct contact with children or

any student of the District, or who will have access to or control of school funds to be fingerprinted and background checked.

- 53.2 The Bidder will comply with all requirements of §1012.32, §1012.465, §1012.467 and §1012.468, Florida Statutes. Its employees and subcontractors who provide services under this contract shall complete the fingerprinting conducted or coordinated by the School Board pursuant to §1012.32, Florida Statutes, or present to School Board a valid uniform, statewide identification badge issued by another Florida school district. This background screening or presentment of a previously issued badge shall occur in advance of the Bidder or its personnel or subcontractors providing any services. The Bidder will bear the cost of the fingerprinting and background screening required by §1012.32, Florida Statutes, and any fee imposed by the Florida Department of Law Enforcement to maintain the fingerprints provided with respect to Bidder, its employees and subcontractors. The Bidder's employees and subcontractors shall display the issued uniform, statewide identification badge in plain view at all times while at a School Board facility. The parties agree that the failure of the Bidder to perform any of the duties described in this paragraph shall constitute a material breach of this contract entitling the School Board to terminate immediately with no further responsibilities or duties to perform under this contract. Further, notwithstanding any limitation of liability contained in this contract, the Bidder agrees to indemnify and hold harmless the School Board, its officers and employees from any liability in the form of physical or mental injury, death or property damage, or third party claims resulting from Bidder's failure to comply with these requirements. Bidder shall require each of Bidder's subcontractors on the project to agree in writing to the provisions of this paragraph. Bidder's employees, agents, or bidders shall not be allowed access to any School Board facility until such time as Bidder is in compliance with the provisions of this paragraph.
- 53.3 The cost of the background screening is \$81.25 per person. You may make appointments by calling 772-564-3024 between the hours of 8:00 am and 12:00 noon, Monday through Friday. For identification purposes, each employee must provide a driver's license and social security number. This applies to subcontractors as well. For further explanation regarding payment you may contact Nicki Blanton, Fingerprint Specialist, at 772-564-3024.
- 54.0 **POSTING OF RFP AND SPECIFICATIONS** - Request for Proposals with specifications will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 and on the District website <https://www.indianriverschools.org/current-bids-rfps> on the date of bid mailing and will remain posted for a period of ten (10) days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 55.0 **POSTING OF RFP TABULATIONS** - Request for Proposals tabulations with recommended award(s) will be posted for review by interested parties, at the Purchasing Department, 6055 62nd Avenue, Vero Beach, FL 32967 on or about **July 27, 2016** and also on the District's website <https://www.indianriverschools.org/current-bids-rfps> and will remain posted for a period of 72 hours. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.
- 56.0 **BID PROTEST**
- 56.1 Any proposers who are adversely affected by the recommended award may file a protest within the time and manner prescribed in Florida Statute 120.57(3). At the time of filing the formal protest, a bond must be secured and made payable to the District. Failure to file a bond at the time of filing a protest shall result in an administrative dismissal with prejudice

of the protest. Failure to file a protest within the time prescribed in Florida Statutes 120.57(3) or failure to post a bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

- 56.2 If a bidder wishes to protest a bid, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting the bid specifications, a decision or intended decision pertaining to this bid pursuant to FS 120.57(3), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Indian River County. For projects less than \$500,000 a bond must be submitted in an amount equal to \$5,000 or 2% of the lowest accepted bid; whichever is greater. For projects greater than \$500,000, a bond must be submitted in the amount equal to \$25,000 or 2% of the lowest accepted bid; whichever is greater.
- 56.3 Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be an acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including changes by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned.

57.0 **ATTACHMENTS**

- **Attachment A – Drug Free Workplace – Page 1**
- **Attachment B – Disbarment - Page 1 - 2**
- **Attachment C – Directions to Support Service Complex - Page 1**
- **Attachment D – Owner/Contractor Agreement - Page 1 – 35**
- **Attachment E - Reason for 'No Bid' - Page 1**

58.0 **SPECIFICATIONS**

Specifications and drawings provided by Kimley-Horn Associates, Inc. are posted on the Purchasing Department's website at <https://www.indianriverschools.org/current-bids-rfps>.

BID SUMMARY PAGE

ITEM 1 – PRICE (30 Points) Total bid amount to provide ADA and drainage improvements at Wabasso School as per specifications, terms and conditions of this RFP and drawings provided by Kimley-Horn Associates, Inc. and any associated addenda (if necessary).

\$ _____

Alternate 1 (if applicable) \$ _____ Description _____

Alternate 2 (if applicable) \$ _____ Description _____

Alternate 3 (if applicable) \$ _____ Description _____

Receipt of Addendum I (if required) Initial _____ Date _____

Receipt of Addendum II (if required) Initial _____ Date _____

Receipt of Addendum III (if required) Initial _____ Date _____

Company Name

Company Address, City, State and Zip Code

Telephone Number

Email Address

Fax Number

Date

SELECTION CRITERIA

QUALIFICATIONS (20 Points)

License(s) held by firm _____
Occupational & Number _____
Construction & Number _____
Other & Number _____
Other & Number _____

List all Firm's Officers and Title

<u>Name</u>	<u>Title</u>
_____	_____
_____	_____
_____	_____

Indicate number of automotive vehicles (cars, trucks, vans, etc.) currently owned/leased

Vehicles Owned _____ Vehicles Leased _____

Indicate number of employees:

Supervisory _____ Clerical/Support _____ Journey Persons _____ Helpers _____
Total years in business under this company name _____
Total years of experience _____

EXPERIENCE OF STAFF ASSIGNED TO THIS PROJECT (20 Points)

List names and experience of journey persons below:

Name	Years with Company	Licenses / Numbers Other Certificates	Years as a journey person
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Attach additional pages if necessary. Check Box () if additional pages attached.

Company Name _____ Bidder's Initials _____

PENDING LITIGATION (10 Points) Indicate yes or no. **Yes** ____ **No** ____

If yes, submit information on a separate sheet of paper listing all pending litigation or any judgments and settlements of court cases that have occurred within the last five years. All litigation, arbitration or other claims, of any amount asserted by or against a state, city, county, town, school district, political subdivision of a state, special district or any other governmental entity shall be disclosed. Please indicate for each case the year, name of parties, cause of litigation, matter in dispute, disputed amount, and whether the award was for or against the bidder.

RECENT COMMERCIAL PROJECTS / REFERENCES (20 Points) - list three (other than SDIRC)

Name _____
Address _____
City _____ State _____ Zip Code _____
Contact Person _____ Telephone _____
Scope of Project _____
Total Cost \$ _____

Name _____
Address _____
City _____ State _____ Zip Code _____
Contact Person _____ Telephone _____
Scope of Project _____
Total Cost \$ _____

Name _____
Address _____
City _____ State _____ Zip Code _____
Contact Person _____ Telephone _____
Scope of Project _____
Total Cost \$ _____

Company Name _____ Bidder's Initials _____

CONFLICT OF INTEREST: For purposes of determining any possible conflict of interest, all bidders must disclose if any School District of Indian River County employee or family member (that is in a position of authority, will be involved with the contract on a daily/monthly basis or will be involved in the contract administration) who is also an owner, corporate officer or employee of their business. Indicate either yes or no. **Yes** _____ **No** _____

If yes, give the person(s) name(s) and position(s) with your business.

Please submit below the name and phone number of the person(s) to be contacted for the coordination of service. A contact for both regular work-hours and after-hours, weekends, and holidays must be identified.

Contact Person:

For Regular Work Hours: _____

Telephone: _____

After Hours, Weekends and Holidays: _____

Telephone: _____

Company Name _____

Bidder's Initials _____