

**SCHOOL DISTRICT OF INDIAN RIVER COUNTY
Department of Purchasing and Warehousing
6055 62nd Avenue • Vero Beach Florida 32967
(772)-564-5045**

**Request for Proposal
Bidder Acknowledgement**

BID NO. SDIRC 2016-12

DATE: January 15, 2016

BID TITLE Continuing Contract for Low Voltage Contractors

Page 1 of 19 Plus Five Attachments

BIDS MUST BE RECEIVED NO LATER THAN 2:00 P.M. February 3, 2016 AT WHICH TIME BIDS WILL BE OPENED

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:
<p>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).</p>		
_____ 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.

- 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.
- NO BID:** If not submitting a bid, please respond by returning STATEMENT OF NO BID, Page 2a 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.

- 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.
 - 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.
 - 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.
 - 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.
 - 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:**
- 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.
 - When required, the Board may request full demonstrations of any unit(s) bid prior to the award of any contract.
 - 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:

- The chemical name and the common name of the toxic substance.
- The hazards or other risks in the use of the toxic substance, including:
 - The potential for fire, explosion, corrosively and reactivity;
 - 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
 - The primary routes of entry and symptoms of overexposure.
- 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.
- The emergency procedure for spills, fire, disposal and first aid.
- 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.
- 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 invoiced.
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:** This is a Request for Proposal (RFP) to secure firm prices and establish a continuing contract for the services of commercial DATA CONTRACTORS on an as-needed basis, as specified herein. **Vendors shall be licensed and bonded and BICSI RCDD certified.** It is the District's intent to obtain professional services for voice, data, electronic safety, security, audio and video in which the vendor has the capability and the capacity to perform the services as required. The successful bidder(s) will furnish at their expense, all labor, transportation, technical expertise, supervision, licensing, applicable certificates, permits, parts (unless otherwise specified by the district), and equipment necessary to complete each project. Bidders are to provide an hourly rate. RCDD certification is a requirement for award.
- 1.1 All work shall be performed on a time and material basis. The successful bidder will furnish at their expense, all labor, transportation, technical expertise, supervision, licensing, applicable certificates, permits, parts (unless otherwise specified by the district), and equipment necessary to complete each project. Materials furnished by the contractor will be on the basis of actual cost plus a mark-up. Supporting cost documentation must be supplied with all invoices containing materials in excess of \$500.00. The district may at their discretion provide the contractor with any materials or specialized equipment as necessary.
- 1.2 The School District encourages participation of minority businesses.
- 1.3 It is anticipated that the award will be made at the **February 23, 2016** board meeting.
- 2.0 **AWARD**
- 2.1 In order to meet the needs of the school system and to be in the best interest of the School Board of Indian River County, award will be made to a minimum of three (3) responsive and responsible bidders for non-emergency projects. Award will be made not on the basis of price alone, but to the proposal(s) whose submission contains the most advantageous combination of hourly rates, qualifications, staff's experience, litigation and recent commercial projects. Bidders shall provide an hourly rate on the summary page. Projects less than \$5,000 will be awarded on a rotational or best fit basis. All awarded vendors will be invited to quote projects that exceed \$5,000.
- 3.0 **OWNER-CONTRACTOR AGREEMENTS** – It is imperative that you become familiar not only with the Terms and Conditions of this Bid/RFP but it is also mandatory that you read the corresponding Owner-Contractor Agreement that the awarded vendor(s) must execute with the IT Department prior to Board approval. For projects that exceed \$50,000, Agreement A (**ATTACHMENT D**) will be executed prior to the notice to proceed. For projects less than \$50,000 Agreement B (**ATTACHMENT E**) must be executed prior to the notice to proceed.
- 4.0 **TERM OF CONTRACT**
- The term of the contract shall be from **February 24, 2016 through February 23, 2017** and may, by mutual agreement between the School District and the awardee, be renewable for two additional one year periods. All prices, terms and conditions shall be firm for the term of this contract. The awardee agrees to this condition by signing the bid.
- 5.0 **TIME SCHEDULE**
- The District will use the following time line. Dates are subject to change if necessary.
- 01.14.2016 Proposal mailed to vendors
 - 01.27.2016 Deadline for written questions. See 18. RFP Inquires
 - 02.03.2016 Proposals due no later than 2:00 p.m., and will be publicly opened.
 - 02.10.2016 Post recommendation
 - 02.23.2016 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.

6.0 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.

7.0 BIDDER'S QUALIFICATIONS AND RESPONSIBILITIES

7.1 The bidder shall have maintained continual work experience in the low voltage field for a period of three years.

7.2 Materials furnished by the contractor will be on the basis of actual cost plus. Supporting documentation of cost must be supplied with all invoices containing materials in excess of \$500.00. The district may at its discretion provide the contractor with any materials or specialized equipment if it is deemed in our best interest to do so. The Contractor shall return an estimate to the District within three (3) workdays, or as otherwise directed. The contractor's estimate shall be evaluated to determine if the scope of work has been clearly and accurately understood by the contractor, that the work has been properly estimated with supporting data presented and the materials and equipment estimates are reasonable and properly documented. The estimate provided by the contractor shall be firm; no increases shall be permitted unless unforeseen circumstances arise.

7.3 Unless otherwise specified, the bidder represents and warrants that the goods, materials, supplies, or components offered to the School District under this bid solicitation are compatible with existing materials and will not void existing warranties, and are not used or reconditioned.

- 7.4 The Contractor's time shall start upon arrival at the job site. Any travel time expenses shall be borne by the Contractor and will not be reimbursed by the School Board.
- 7.5 Bidder 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.
- 7.6 The Contractor shall be required to comply with all applicable Federal, State and local permits, licenses and local building codes.
- 7.7 **Emergency Work** - From time to time, "Emergency" Work maybe requested. The Contractor shall meet with District personnel within a two (2) hour notice (or what may later be agreed upon) to review the Scope of Work, provide an estimate, proceed with work without delay and in general be responsive to the "Emergency" request.
- 7.8 The Contractor 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 Contractor fails to correct the defects within twenty-four (24) hours, the Owner shall be entitled to have such work remedied and the Contractor 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.
- 8.0 **BID SECURITY BOND** - Not applicable
- 9.0 **PERFORMANCE AND PAYMENT BOND** – Not applicable
- 10.0 **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.
- 11.0 **FLORIDA BUSINESSES** - Not Applicable
- 12.0 **TERMS AND CONDITIONS**
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 sixty (60) days, to provide the School District with the services specified in the proposal.
- 12.1 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.
- 12.2 The School District reserves the right to cancel the contract, or portions thereof, without penalty for reasons of funding limitations. The School District reserves the right to: (1) accept the proposals of any or all of the items it deems, in its sole discretion, to be in the best interest of the School District and (2) the School District reserves the right to reject any and all items proposed.
- 12.3 The School Board reserves the right to 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.
- 12.4 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.

- 12.5 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)).
- 13.0 **CONTRACTOR'S RESPONSIBILITIES**
- 13.1 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.
- 13.2 The successful bidder (hereinafter referred to as the contractor) will furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing and permits to complete the project.
- 13.3 The contractor acknowledges that work will be performed only after receipt of a written purchase order.
- 13.4 The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.
- 13.5 Contractor 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 contractor's operations.
- 13.6 Contractor 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 contractor's equipment is located on any school district site.
- 13.7 The contractor shall at all times enforce strict discipline among their employees and at no time shall there be interaction between employees and students.
- 13.8 The contractor shall have an English-speaking, licensed (State of Florida or Indian River County) supervisor/representative on the work site at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
- 13.9 The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times.
- 13.10 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.
- 13.11 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.

14.0 **INSTRUCTIONS TO PROPOSERS**

- 14.1 All proposals must be prepared 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.

- 14.2 **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.**

- 14.3 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 14.00 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.

- 14.4 One sealed original proposal with a manual signature and three (3) copies shall be submitted and clearly labeled "SDIRC 2016-12 Low Voltage Contractors" 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. **The original must be a hard copy.**

- 14.5 Failure to submit one original proposal with a manual signature may result in the rejection of the proposal. All proposals shall be signed by an officer or employee having authority to bind the company.

- 14.6 These documents constitute the complete set of specifications, requirements and/or proposal forms.

- 14.7 Respondents shall not be allowed to modify their proposals after the opening time and date.

- 14.8 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.

- 14.9 Proposals not conforming to the instructions provided herein will be subject to disqualification at the option of the Board.

- 14.10 All proposals received in response to this RFP become the property of the School District. In the event a contract is awarded to the proposing firm, all documentation, regardless of media format, produced as a result of the contract will become the property of the School District.

15.0 **EVALUATION**

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 District 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.

16.0 **SELECTION CRITERIA AND PROCESS**

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

	<u>Points</u>
• Hourly Rates	30
• Qualifications	20
• Staff's Experience	20
• Litigation	10
• Recent Commercial Projects/References	<u>20</u>
TOTAL	100

17.0 **SHORT-LIST** – Not applicable for this RFP.

18.0 **RFP INQUIRIES**

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. Inquires may be received by mail, fax or email no later than **2:00 p.m. January 27, 2016**. All proposers will be furnished in writing with both the questions and the response to any inquires (other than administrative or procedural details). Send all email inquiries to both email addresses shown below.

Mr. Rick Chuma, Director of Purchasing
Support Services Complex
6055 62nd Avenue
Vero Beach, FL 32967

Tele: (772) 564-5050 Fax: (772) 564-5048

rick.chuma@indianriverschools.org and sheryl.cobb@indianriverschools.org

18.1 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.

18.2 Copies of addenda will be made available for inspection at the School District of Indian River County, Purchasing Department located at 6055 62nd Avenue, Vero Beach, FL 32967, where proposal documents are posted and also on the Purchasing Department's website; <https://www.indianriverschools.org/bids-and-contracts2>

18.3 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.

19.0 **INDULGENCE**

Indulgence by the School District of Indian River County on any non-compliance by the firm does not constitute a waiver of any rights under this agreement.

20.0 **CORRECTIONS**

All price corrections must be initialed. This includes the use of correction fluid (white out) or any other method of correction.

21.0 **DEFAULT**

In the event that the awarded firm should breach this contract, the School District of Indian River County reserves the right to seek all remedies in law and/or in equity.

22.0 VENDOR GUIDELINES

- 22.1 This section addresses the bidder guidelines in the preparation and submission of responses.
- 22.2 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.
- 22.3 The vendor's response to the bid, along with any addenda, shall upon award, be an addendum to the contract.
- 22.4 Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same end of the requirement in question.
- 22.5 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.
- 22.6 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.

23.0 LICENSES, PERMITS AND INSPECTIONS

- 23.1 The bidder shall be licensed in Indian River County and have all applicable licenses to perform electrical work.
- 23.2 Contractor shall notify the School District of Indian River County if any change occurs in regards to licenses.
- 23.3 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.
- 23.4 The contractor 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 contractor shall not proceed with other work until the previous portion has been approved as per school district building official.
- 23.5 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.

24.0 CONSTRAINTS

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

25.0 JOINT-BIDDING, COOPERATIVE PURCHASING AGREEMENT

- 25.1 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.
- 25.2 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.

26.0 FUNDING OUT, TERMINATION, CANCELLATION

26.1 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.

26.2 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.

26.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

26.4 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.

26.5 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".

27.0 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.

28.0 PUBLIC ENTITY CRIMES

28.1 In compliance with Florida Public Entity Crime Status (Section 287.132,133), "A person or affiliate who has been placed on the convicted vendor list following a conviction for a public crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list".

28.2 The proposer certifies by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a Federal department or agency.

29.0 DRUG-FREE WORKPLACE

Whenever two or more bids which are equal with respect to price, quality, and service are received by the district, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. 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.

30.0 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 contractor, supplier, sub-contractor or consultant under contract with any public entity, and may not transact business with any public entity.

31.0 LEGAL REQUIREMENTS

31.1 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.

31.2 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 contractor 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. Contractor shall secure and pay applicable fees and licenses necessary for the proper execution and completion of required work.

31.3 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.

32.0 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.

33.0 CONFLICTING EMPLOYMENT OR CONTRACTUAL RELATIONSHIP

Pursuant to School Board Rule 1113, 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.

34.0 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.

35.0 CANCELLATION / TERMINATION

In the event any of the provisions of this proposal are violated by the contractor, the Superintendent or her designee, shall give written notice to the contractor 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 Board of Indian River County, Florida, may pursue any and all legal remedies as provided herein and by law. The School Board 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 Contractor. 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 Contractor that amount of the contract actually performed to the effective date of termination.

36.0 INVOICES / PAYMENT

36.1 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 this RFP.

36.2 The District reserves the right to pay by credit card if it is determined to be in their best interest.

36.3 Invoices shall not be submitted prior to final inspection by the Department of Building Standards and Code Compliance.

37.0 INSURANCE – (to be submitted by awarded bidders after board approval)

37.1 Worker's Compensation consistent with Florida Statutes shall be carried and in force during the period of work under this contract by the bidder.

37.2 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.

37.3 Vendor shall provide the School District 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.

38.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT

38.1 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, contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work, or 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, Contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by Contractor in the performance of the work; or liens, claims or actions made by the awarded proposer or any subcontractor or other party performing the work.

38.2 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.

39.0 **RIGHT OF REVIEW**

The owner reserves all right to review and approve procedures for proposed handling, installation, and quality by the contractor.

40.0 **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.

41.0 **AS-BUILTS – if applicable**

The contractor 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 contractor shall maintain a set of up-to-date documents on site noting deviations/changes to the documents which it shall submit as part 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 contractor continuing the construction.

42.0 **FISH REPORT – if applicable**

The architect shall provide an architectural floor plan that shows all changes that will affect the Florida Inventory of School Houses (FISH) report. A FISH drawing and the OEF208A form shall be completed and provided to the SDIRC Building Department as per SREF, Chapter 4 Section 4.3(b).

43.0 **SB 444 (if applicable)**

Pursuant to Senate Bill 444, Laws of Florida Chapter 2011-104, and Section 287.135, Florida Statutes, the School Board will not contract with any entity that is on the Scrutinized Companies with Activities In Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, with respect to any contract for goods or services of \$1,000,000 or more. The School Board shall have the right to immediately terminate the contract/purchase in its sole discretion if the company is found to have submitted a false certification or if it has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. And, if the company has submitted a false certification, then the School Board shall have the right to bring a lawsuit seeking civil penalties, damages, attorneys' fees and costs as authorized by Section 287.135, Florida Statutes. This law applies to all purchases for goods or services made after July 1, 2011 for \$1M or more including renewals of existing contracts after that date.

44.0 **DEBARMENT**

44.1 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.

- 44.2 By submitting a proposal, the vendor certifies, to the best of its knowledge and belief, that it and its principals:
- Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by a federal department or agency.
 - 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.
 - 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).
 - Have not within the preceding five year period had one or more public transactions (federal, state or local) terminated for cause or default.
 - Have not been debarred by the School Board pursuant to School Board policy 6320.
- 44.3 Contractor 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 44.2 a through e with respect to contractor or its principals.
- 45.00 **JESSICA LUNSFORD ACT**
- 45.01 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.
- 45.02 The Contractor 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 Contractor or its personnel or subcontractors providing any services. The Contractor 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 Contractor, its employees and subcontractors. The Contractor'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 Contractor 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 Contractor 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 Contractor's failure to comply with these requirements. Contractor shall require each of Contractor's subcontractors on the project to agree in writing to the provisions of this paragraph. Contractor's employees, agents, or contractors shall not be allowed access to any School Board facility until such time as Contractor is in compliance with the provisions of this paragraph.
- 45.03 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.

46.0 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.

47.0 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 **February 10, 2016** and also on the Purchasing Department'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.

48.0 BID PROTEST

48.00 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.

48.01 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 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 in an amount equal to one percent (1%) of the total estimated contract value, but not less than \$500 or more than \$5,000. 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.

49.0 ATTACHMENTS

Attachment A	Drug-Free Workplace Certification
Attachment B	Certificate Regarding Debarment
Attachment C	Directions to the SSC
Attachment D	Owner/Contractor Agreement A for Projects that Exceed \$50,000
Attachment E	Owner/Contractor Agreement B for Projects less than \$50,000

BID SUMMARY PAGE

ITEM 1. A. – HOURLY RATES Low Voltage Services as specified:

Licensed Journeyman Regular time, Monday – Friday, 7:00 am – 6:00 pm \$ _____ per hour

Markup for materials and/or non-bid or rated rental equipment Cost Plus _____%

Non-bid or rated rental equipment Cost Plus _____%

Documentation shall be supplied prior to release of payment for material cost in excess of \$500.00 per job.

ITEM 1. B. QUALIFICATIONS

License(s) held by firm _____

Occupational & Number _____

Construction & Number _____

Other & Number _____

Total years in business under this company name _____

Total years of electrical experience under this name _____

List all firms Officers and Title below

<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 ____

Company Name _____

Bidder's Initials _____

ITEM 1. C. COMPANY'S STAFF EXPERIENCE

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.

ITEM 1. D. PENDING LITIGATION (10 Points) Indicate yes or no. **Yes** _____ **No** _____

If yes, submit information on 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.

Company Name _____

Bidder's Initials _____

ITEM 1. F. RECENT COMMERCIAL PROJECTS / REFERENCES - list a minimum of three references (other than SDIRC projects)

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 \$ _____

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: _____