

Monroe County School District

REQUEST FOR QUALIFICATIONS

RFQ 2016603

Construction Manager at Risk (CMAR)



Members of the Board

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District # 5

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Vice-Chair

Mark T. Porter
Superintendent of Schools

Submissions must be in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.

Be sure to include the name of the company submitting the proposal where requested.

Cut along the outer border and affix this label to your sealed envelope to identify it as a “Sealed Proposal”.

SEALED PROPOSAL • DO NOT OPEN

SOLICITATION NO.: RFQ 2016603

SOLICITATION TITLE: **Construction Manager at Risk
Request for Qualifications**

SUBMISSION DUE: **OCTOBER 1, 2015 5:00 P.M.**

SUBMITTED BY: _____
(Name of Company)

DELIVER TO:
MONROE COUNTY SCHOOL DISTRICT
ATTN: Purchasing Department
241 Trumbo Road
Key West, FL 33040

From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on www.demandstar.com. You should periodically check the website to download any addendum which may have been issued. The Addendum Acknowledgement must be submitted with the proposal.

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REQUEST FOR QUALIFICATIONS

NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on **OCTOBER 1, 2015 at 5:00 P.M. the School Board of Monroe County (the “School District” or “School Board”) will open sealed proposals for the following:**

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Construction Manager at Risk

Specifications and proposal documents may be requested from Demand Star by Onvia by calling 1-800-711-1712 or by going to the website www.demandstar.com . The public record documents are available on the district web site at www.KeysSchools.com or by contacting the Purchasing Department, 241 Trumbo Road, Key West, FL 33040.

*Questions regarding the proposal should be directed by e-mail to **Suanne Lee – Purchasing Supervisor, Suanne.Lee@KeysSchools.com***

*All proposals must be received by the Purchasing Department on or before **OCTOBER 1, 2015 at 5:00 P.M.** No waivers shall be allowed for proposals which have not been submitted to the Purchasing Department by the deadline date. Proposals should be submitted to:*

**Monroe County School District
Administration Building
Purchasing Department, Room 119
241 Trumbo Road
Key West, Florida 33040**

The Monroe County School District reserves the right, at its sole discretion, to accept or reject any and all proposals and to waive informalities when it is in the best interest of the Board to do so.

All proposals must remain valid for a period of ninety (90) days or until the MCSB approves the contract. The School Board will automatically reject the response of any person or affiliate who appears on the convicted vendor list prepared by the Department of General Services, State of Florida, under Section 287.133(3) (d), F.S. (1997).

Recommendation to the District School Board of Monroe County will be based upon a proposal(s) that represent the best interest of the District and award of the contract will be deemed by the board to be in the best interest of Monroe County.

Released in Key West, Florida, September 5, 2015

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***District School Board of Monroe County
Purchasing Department***

PROPOSAL FORM

RFQ 2016603 – Construction Manager at Risk (CMAR) Request for Qualifications (RFQ)

BID DUE /BID OPENING DATE/TIME: OCTOBER 1, 2015 5:00 P.M.

**ONE (1) SIGNED ORIGINALS - TYPED, TEN (10) BOUND COPIES,
AND ONE (1) ELECTRONIC COPY (PDF FORMAT) ON DISK OR
JUMP DRIVE, OF THE PROPOSAL FORM. NO OTHER PROPOSAL
FORM WILL BE ACCEPTED**

NAME OF COMPANY

**PLEASE BE SURE THAT THE NAME OF
YOUR COMPANY APPEARS ON EACH
PAGE OF THIS PROPOSAL FORM.**

ADDRESS OF COMPANY

**IF SIGNED BY AN AGENT OF NAMED COMPANY
WRITTEN EVIDENCE FROM THE OWNER OF
RECORD OF HIS/HER AUTHORITY MUST
AUTHORITY MUST ACCOMPANY THIS PROPOSAL.**

PRINT NAME OF AUTHORIZED SIGNATURE

EMAIL ADDRESS

TELEPHONE No.

FAX

Proposal Certification

I hereby certify that: I am submitting the following information as my firm's (proposer) proposal and am authorized by proposer to do so; proposer agrees to complete and unconditional acceptance of the contents of Pages 1 through 36 inclusive of this Request for Proposal, and all appendices and the contents of any Addenda released hereto; proposer agrees to be bound to any and all specifications, terms and conditions contained in the Request for Proposal, and any released Addenda and understand that the following are requirements of this RFQ and failure to comply will result in disqualification of proposal submitted; proposer has not divulged, discussed, or compared the proposal with other proposers and has not colluded with any other proposer or party to any other proposal; proposer acknowledges that all information contained herein is part of the public domain as defined by the State of Florida Sunshine and Public Records Laws; all responses, data and information contained in this proposal are true and accurate.

Signature of
Proposer's Authorized Representative (blue ink preferred on original) _____ Date _____

Name of Proposer's Authorized Representative _____ Title of Proposer's Authorized Representative _____

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SCOPE:

GENERAL INFORMATION

The School Board of Monroe County, Florida will select a qualified CMAR firm, under provisions of Florida Statutes, to provide Construction Management at Risk services for the Plantation Key K-8 School Project, Tavernier, Florida.

PROJECT INFORMATION

Monroe County School District will construct a new facility at Plantation Key School that will provide a State of the Art 21st Century Learning Environment for the community. In all likelihood, it will be built as a multi-structure, possibly two story, educational facility that incorporates the latest features in flexible learning spaces, technology, and security as well as being designed to meet all Florida Building Codes, SREF and provide a safe, environmentally friendly school. The site will be designed for a new building location on the current property to enable use of the existing structures for continued school operations during construction. The existing school buildings will be razed once the new school building is complete to allow for redevelopment of the site. This will require the work on this project to be phased in a way to not disrupt school activities during construction process. Building orientation will be critical to the traffic flow for the facility and should also capitalize on the property's waterfront locations to enhance aesthetics as well as the educational experience. Utilities and other critical infrastructure will be designed to enable potential future expansion on the property. The new school facility should meet the U.S. Green Building Council Green School Buildings specifications while achieving the highest LEED rating possible considering design and budget. All energy saving strategies should be considered to include energy management systems, possible geothermal cooling systems, and alternative energy sources.

SECTION I: GENERAL INFORMATION

A. PURPOSE

1. To identify steps to be taken in the selection of CM at-Risk (CMAR) firms needed for the execution of the Monroe County School District (MCSD) Educational Facilities Work Plan.
2. To procure professional CMAR services in an efficient, cost effective and timely manner and in compliance with Florida Statute (F.S) 287.055, Florida laws, rules, codes and School Board Policies including, but not limited to Policy 6330.
3. To encourage qualified CMAR firms to submit statements of qualifications and performance data when such services are advertised.

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B. INTENT

1. The Board intends to procure:

1a. CMAR firm to perform construction management at risk functions and to be responsible for all scheduling and coordination in both design and construction phases and to be responsible for the successful, timely, and economical completion of the construction project. The CMAR entity must consist of, or contract with, licensed professionals for the specific fields or areas of construction to be performed, as required by Florida Statutes.

1b. The CMAR firm after having been selected and commissioned for preconstruction services may be required to offer a Guaranteed Maximum Price (GMP) for the actual construction; in which case, the CMAR entity must secure appropriate surety bonds pursuant to Chapter 255.05 F.S. and must hold construction subcontracts.

2. The selected proposer will negotiate a CM at-risk Agreement that will include pre-construction services and may include the actual construction of the project. The ranking and selection process will be based on criteria including, but not limited to, the firm's workload, qualifications for the task, experience with similar projects and performance on previous assignments.

SECTION II: ABOUT THE PROCESS

The Selection of Construction Manager at Risk services shall be in accordance with F.S. §287.055, the Consultants' Competitive Negotiation Act.

The Selection Committee will consist of at least five members. Effective upon the release of this RFQ, any attempt by any responder to influence any member of the selection committee, the Superintendent of Schools, or any Member of the School Board, or any employee of the School Board with regard to this selection outside the prescribed selection process will disqualify such a responder from doing business with the Monroe County School Board under this RFQ.

The Selection Committee shall determine qualifications, interest and availability by reviewing all written responses to the RFQ to determine the best qualified based upon the evaluation of written responses. Following the review by the Selection Committee, a "short list" of no more than five (5) firms will be developed. These firms will be invited to interview with the Selection Committee. The tentative dates for the interviews (subject to change as required) are listed in the calendar of events in this document.

A reasonable inquiry will be conducted by the Selection Committee as to respondents' experience, past performance, quality of work, staffing and facilities, method of operation, interest in project, references, financial stability, and ability to perform on schedule, within budget, and in a fashion which results in

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customer satisfaction with quality results. Respondents are responsible to promptly supply additional information to the committee in connection with such inquiries. The promptness, accuracy, and cooperation of respondents in responding to such inquiries may be grounds for determination of non-responsiveness with respect to the Statement of Qualification. Once all information has been reviewed the committee will rank.

A Negotiation Committee consisting of Purchasing, Finance, Operations and Construction Departments will attempt to negotiate a contract with the most qualified firm for professional services at compensation which the agency determines is fair, competitive, and reasonable. Negotiations may be conducted on a single or multi-session basis. The Negotiating Committee will continue to meet with the highest-ranked proposer until a satisfactory agreement is reached, or until negotiations are considered, by the Negotiating Committee, to be no longer productive.

If an agreement cannot be reached, the Negotiating Committee will terminate negotiations with the proposer, advise the proposer of termination in writing, and proceed to negotiate with the next ranked proposer for that same project. Negotiations with the next ranked proposer will be conducted on the same basis and with the same maximum fee as with the previous proposer. If negotiations are unsuccessful, the proposer will be advised of termination and the process repeated with the third, and so on.

If the Negotiating Committee is unable to negotiate a satisfactory agreement (in the order of final ranking) with any of the firms, then the services may be re-advertised, or an alternative delivery method may be used to accomplish all or part of the required services.

Once an agreement is reached, the Executive Director of Operations and Planning will take the selection committee's recommendation to the Board outlining negotiating points such as basic services and support fees, hourly rates, payment schedule(s), scope of work, construction budget.

SECTION III. ELIGIBILITY

- A. **LICENSED:** Proposers must be authorized to do business in the State of Florida and must possess all required registration(s), certification(s) and license(s) in accordance with all applicable Florida Statutes, ordinances, regulations, and/or Board Policies.

- B. **YEARS IN BUSINESS:** If the proposer is a newly formed firm/company, or joint venture, at least one principal must have been a principal of a firm(s) for a period of no less than five (5) years (or if the solicitation is for a sheltered market, no less than one (1) year with documented proof of similar responsibilities and experience). Proposer is to provide appropriate documentation for review. "Principal" of a firm shall be defined as the sole proprietor in the case of a sole proprietorship, all partners in the case of a partnership or joint venture, or all shareholders and officers in a corporation. When a joint venture or a partnership is formed by one or more corporations, each of the shareholders and officers of the corporation(s) shall be considered a principal.

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- C. DEBARMENT: Pursuant to School Board Policy, Contractor Debarment Procedures, debarred contractors are excluded from conducting business with the Board as agents, representatives, partners and associates of other contractors, subcontractors or individual sureties.
- D. TERMINATED CONTRACT WITH MCSD: Any firm or individual whose contract/agreement has been terminated by the Board within three (3) years of the RFQ Response due date, with cause, will not be considered under this RFQ.
- E. CONVICTIONS: Pursuant to Chapter 287.133(2)(a) of the Florida Statutes, A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to the 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.
- F. BACKGROUND CHECKS/FINGERPRINTING: In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

Contractor agrees to bear any and all costs associated with acquiring the required background screenings. Contractor agrees to require all affected employees and sub-contractors to sign a statement, as a condition of employment with Contractor in relation to performance under this Contract, that the employee and/or sub-contractor will abide by the terms and notify Contractor/Employer of any arrest or conviction of any offense enumerated in section 435.04, Florida Statutes within forty-eight (48) hours of their occurrence. Contractor agrees to provide MCSB with a list of all employees and/or sub-contractors who have completed background screenings as required by the above-referenced statutes and that meet the statutory requirements contained therein. Contractor agrees that it has an ongoing duty to maintain and update these lists as new employees and/or sub-contractors are hired and in the event that any previously screened employee fails to meet the statutory standards. Contractor further agrees to notify MCSB immediately upon becoming aware that one of its employees or its sub-contractor's employees, who was previously certified as completing the background check, and meeting the statutory standards, is subsequently arrested or

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convicted of any disqualifying offense. Failure by Contractor to notify MCSB of such arrest or conviction within forty-eight (48) hours of being put on notice by the employee/sub-contractor and within 5 days of its occurrence shall constitute grounds for immediate termination of this contract by MCSB. The parties further agree that failure by Contractor to perform any of the duties described in their paragraph shall constitute a material breach of the contract entitling MCSB to terminate this Contract immediately with no further responsibility to make payment or perform any other duties under this Contract.

Provide the latest financial statement in a separate sealed envelope.

SECTION V – PROPOSAL REQUIREMENTS

A. FORMAT:

- Documents should be typed, not written, in English.
- Submit one original (unbound) and ten copies (bound) as well as one electronic copy on disk or jump drive (include in bid package DO NOT EMAIL).
- Number each side of each page used consecutively, including letter of interest, brochures, licenses, resumes, supplemental information, etc.
- Submittals must be limited to 80 pages. Covers, table of contents and divider tabs will not count as pages, provided no additional information is included on those pages. Financials do not count as pages as they **should be provided in a separate sealed envelope clearly marked**.
- When examples or references are requested do not list more than the number requested.
- RFQ Responses shall be signed by a principal of the proposing entity.

B. DOCUMENTS REQUIRED

1. RFQ (Bid) Package (The document you are reading is the RFQ (Bid) Package). There are several pages which require signature. The package can be returned in full with necessary signatures included or you can extract the signature pages and submit only those.
2. RELATED PROJECT EXPERIENCE List up to five (5) projects for each category (B.1 and B.2, except as noted below) completed within the last ten (10) years. Projects listed may not be considered for more than one category. List the projects which best illustrate the experience of the firm and

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current staff to be assigned to work on this project. (Consideration will only be given to the successful completion of previous projects comparable in design, scope, size, and complexity.)

The proposer may submit projects from continuing (term) contracts including Florida Public School System, or from public agency continuing (term) contracts and/or any other specific projects, completed within fifteen (15) years which are comparable in size, scope and complexity. Projects completed as individual experience by the principal may be submitted for consideration under this factor for a sheltered market.

A. EXPERIENCE WITH FLORIDA PUBLIC SCHOOL SYSTEMS PROJECTS K-12

List comparable projects for which the proposer has provided the general required services for Florida Public School Systems K-20 clients.

B. EXPERIENCE WITH THIS TYPE OF PROJECT

List comparable projects for which the proposer has provided the general required services for clients other than Florida Public School Systems clients.

3. **QUALITY CONTROL** For three of the projects listed in response to Section V, Question 2, describe the way your firm maintained quality control during the pre-construction and construction phases. Provide specific examples of how these techniques were used.
4. **PROFESSIONAL / TECHNICAL OFFICE STAFF** This component describes the general and specific project related capabilities of the proposer's in-house staff and should demonstrate the depth of the proposer's organization. Include management, technical and support staff. (NOTE: Do not include clerical support personnel, part-time employees or sub-contractors as part of the proposed technical office staff.)
 - 4a. Provide a maximum of four (4) professional/technical office staff members from the proposer's firm.
 - 4b. Provide a brief resume of key employees to be assigned to the project. The proposer should emphasize the depth of its employees' experience with public educational projects.
5. **ON-SITE STAFF** Similar to item 4, above, the capabilities and experience of the on-site field staff shall be evaluated with specific attention to the project. Proposers should emphasize the employees' experience with public educational projects. Do not include clerical support personnel, part time employees or sub-contractors as part of the proposed on-site.
 - 5a. Provide a maximum of four (4) on-site construction staff members from the proposer's firm.

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6. **OFFICE LOCATION** Identify the location of the proposer’s office that will have direct responsibility for the proposed project. Provide the actual distance, in miles, from office to the project site.
7. **INSURANCE: Bond/Insurance:** The successful firm must have the proper bonding and insurance coverages for the required services. Proposers must submit proof of insurance coverages and letters of intent from their bonding and/or insurance company to cover all bonding/insurance requirements. Sample certificates of bond/insurance coverage for the required services may include, but are not limited to the following:
 - 7a. Professional Liability Insurance Coverage
 - 7b. Bid, Performance, Payment and Guarantee Bonds capabilities. Proposers shall clearly state present and future bonding capacity available for the proposed project(s) and services, by including:
 - The full name of the Bid Bond Surety Company
 - The State in which the Bid Bond Surety Company was chartered
 - The home office address of the Bid Bond Company (city & state)
 - Other Bond capabilities
 - 7c. Workers’ Compensation\Employers Liability Insurance
 - 7d. Comprehensive General Liability
 - 7e. Comprehensive Automobile Liability
 - 7f. Contractor’s Pollution Liability Insurance, if required.
8. **LICENSES** Proposers must be authorized to do business in the State of Florida and must possess all required registration(s), certification(s) and license(s) in accordance with all applicable Florida Statutes, ordinances, regulations, and/or Board Policies. All required business-related documents shall be included in the RFQ. Attach a reproduction of the current Florida Registration Certificate. Copies of all should be included.
9. **FINANCES** - Provide a copy of the firm’s latest financial statement **in a separate sealed envelope.**
10. **ACKNOWLEDGEMENT (must be signed and notarized)** Applicants acknowledged that:
 - 10a. If any information provided by the applicant is found to be, in the opinion of the Selection Committee, substantially unreliable, this application may be rejected.

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- 10b. MCSD reserves the right to request clarification of information submitted and to request additional information of one or more proposers
- 10c. Proposers responding to a RFQ must be available in person for interview (if applicable) to the CMAR Selection Committee, at the place and time designated by MCSD.
- 10d. Any and all costs associated with the preparation and submittal of responses to the advertised RFQ are solely the responsibility of the proposer.
- 10e. The Selection Committee may reject all applicants and may stop the selection process at any time.
- 10f. The contents of the RFQ Response submitted by the successful firm(s) may become part of the contractual obligations.
- 10g. The selection of finalists for interview will be made on the basis of information provided herein. The interviewed firms will be ranked based on their total scores earned in response to the interview questions.
- 10h. MCSD may conduct discussions in lieu of interviews when it is deemed to be in the best interest of the Board.
- 10i. All information of a factual nature is certified to be true and accurate.
- 10j. All statements of intent or proposed future action (including the assignment of personnel and the provision of services) are commitments that will be honored by the applicant if awarded the contract.

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MCS D APPLICANT ACKNOWLEDGEMENT:

The undersigned certifies that he/she is a principal or officer of the firm applying for consideration and is authorized to make the acknowledgement listed as item 9 on page 13 of RFQ 2016603 and certifications as well as submit proposals on behalf of or as the applicant.

The undersigned certifies that the Applicant has not been convicted of a public entity crime within the past 36 months, as set forth in Section 287.133, Florida Statutes.

Signature of Authorized Representative

Date

NOTARY PUBLIC

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who, ___ being personally known, ___ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

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GENERAL TERMS & CONDITIONS

1. PREPARATION OF PROPOSALS:

- a) **Bidder's Liability:** Respondents are expected to examine the specifications and all special and general conditions, requirements, and instructions. Negligence on the part of the respondent to make the necessary examinations and investigations, visit appropriate site locations and become familiar with ALL locations covered under this solicitation, or failure to fulfill, in every detail, the requirements of the contract documents, will not be accepted as a basis for varying the requirements of the district or for paying additional compensation to the contractor. Failure to do so is at the contractor's risk.

Failure to follow the instructions contained in the solicitation for completion of a solicitation response is cause for rejection of a proposal.

- b) **Submittal of Proposals: PROPOSALS SHALL BE SUBMITTED IN A SEALED ENVELOPE.** The return address label provided with your solicitation invitation packet should be affixed to the outside of your envelope identifying it as a **sealed proposal**. **Submit proposals in an envelope separate from any express mail or courier envelopes, as those will be opened and discarded.** Any company not responding to this request with either a proposal or a "NO BID" *may be removed from the active broadcast list.*

- c) **Receipt of Proposals:** The purchasing department is not responsible for timely delivery of the U.S. or private courier mail. The Respondent is responsible to allow adequate mailing time, including time for interoffice mail delivery, or to take appropriate alternative steps to ensure that their proposal is delivered to the **purchasing department** by the specified due date and time.

LATE PROPOSALS WILL BE RETURNED!

- d) **Minimum Required Documents:** The following documents must be returned with your proposal to be considered responsive:

- i) Completed and signed **Invitation Package**
- ii) Completed **Proposal** form(s)
- iii) Certificate of Insurance

- e) **Forms:** All proposals must be submitted on and comply with the proposal forms provided. If additional space is required, the respondent may submit an attachment which will become part of the proposal response. The Invitation Package **must** be signed by the owner or authorized officer/agent of the company submitting a proposal or the proposal will be rejected. Facsimile (FAX) or email proposals will not be considered.

- f) **Quoted Prices:** Prices are to be submitted in accordance with the quantities required, which appear in the

solicitation invitation. Unit prices will prevail over extended totals whenever the extended amount is in conflict with the estimated quantity (x) the unit price. When a total group price of two or more distinct items is requested, the purchasing department reserves the right to verify mathematical extensions and totals, correct extensions and totals if necessary and recommend an award based upon the overall group total.

- g) **Freight Terms:** All items are to be proposed **FOB destination** with all transportation charges prepaid and included in the proposal prices and title transferring to the district at the time of delivery, unless otherwise stated in solicitation. Any exceptions to these freight terms taken by the respondent must be clearly stated in the respondent's proposal. The purchasing department will evaluate any such exceptions and determine if the exception constitutes grounds for rejection of the respondent's proposal.

- h) **Item Specifications:** Specifications in this document may reference specific manufacturers' products and list their model or part numbers, followed by the words "or equal" or "approved brands". Unless the words "only" or "No Substitutes" is used in place of "or equal", these references are intended to establish a quality and performance standard only. Anything listed, herein, of a proprietary nature is done so without express knowledge or intent to exclude other manufacturers' products from consideration.

i) The term "No Substitutes" or "Only" may be used when compatibility with other articles or materials is required or if standardization is desired.

ii) Any item proposed as an alternate which lacks sufficient descriptive literature or technical information to enable a complete comparative analysis, may prevent its consideration.

iii) If the respondent does not clearly state in their proposal that an item proposed is an alternate to that specified, the respondent must furnish the specified item upon receipt of a purchase order or else be declared in breach of contract.

- j) **Insurance Certificate:** When an insurance certificate is required, detailed specifications for this insurance will be included in the Insurance Requirement section of the solicitation.

- k) **Product Certification:** When product certification is requested, the respondent must submit a signed, notarized affidavit along with their proposal attesting that the item meets all specifications requested.

- l) **Proposal Organization:** Respondents are expected to organize their proposals in such a manner as to facilitate the evaluation process. Proposals should be keyed or indexed to correspond with this solicitation. Responses should be correlated to the specific Submittal, Criterion, Section or Paragraph Number of the **Competitive Solicitation** or

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Request for Proposal being addressed. District staff will make a reasonable effort to locate information in the proposals; however, failure to follow this suggested format may make location of critical submittal information difficult, possibly resulting in a loss of appropriate point credit or complete rejection of your proposal.

2. INQUIRIES/INFORMATION: Any questions by prospective respondents concerning requirements of this solicitation should be addressed by e-mail to Suanne.Lee@KeysSchools.com. The Purchasing Department will assist vendors and facilitate questions to the appropriate individuals as deemed necessary. Requests for interpretation of the solicitation or additional information should be communicated to the Purchasing Department by e-mail prior to the "Last Day for Submission of Written Questions" period listed on the Calendar of Events. Vendors are encouraged to visit www.demandstar.com to obtain this information. The following information is available from this location, 24 hours per day, 7 days per week:

- A copy of a solicitation packet for a contract or project currently issued and any associated addenda (It is the respondents responsibility to check www.demandstar.com frequently for an updated list of issued addenda)
- A listing of solicitations scheduled for award
- Historical solicitation award information
- A copy of all required documentation

3. ACCEPTANCE AND WITHDRAWAL OF PROPOSALS: A proposal (or amendment thereto) will not be accepted by the purchasing department after the time and date specified for the proposal opening, nor may a proposal (or amendment thereto) which has already been opened in public be withdrawn by the respondent for a period of ninety (90) calendar days after the proposal opening date and time, unless authorized by the Superintendent. By written request to Superintendent, the respondent may withdraw from the solicitation process and ask to have their sealed proposal returned at any time prior to the closing date and time for the receipt of proposals.

4. AMENDMENT & CANCELLATION: The purchasing department reserves the right to cancel, recall and/or reissue all, or any part, of this solicitation or request for proposal, at any time, if it is found to be in the best interest of the district to do so.

5. SOLICITATION OF DISTRICT EMPLOYEES & ACCEPTANCE OF GRATUITIES: The district expressly prohibits respondents from making any offer of employment or any other offering of value to any employee of the district who is directly or indirectly involved in the development, solicitation or evaluation and subsequent recommendation for award of this solicitation.

6. QUALIFICATIONS OF RESPONDENT: Proposals will be considered only from contractors, manufacturers, authorized distributors or dealers who are normally engaged in the manufacture, sale or distribution of the materials or services requested herein. The respondent must have adequate organization, facilities, equipment and personnel to ensure prompt and efficient service to the district. The purchasing department expressly reserves the right to reject any proposal if it determines that the business and technical organization, equipment, financial and other resources, or experience of the respondent, compared to work proposed, justifies such rejection.

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

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

9. CONFIDENTIALITY OF INFORMATION SUBMITTED BY RESPONDENT: The district reserves the right to retain all copies of respondents' proposals and associated documentation submitted. Under Florida's public records laws, sealed proposals received by the district pursuant to competitive solicitations or requests for proposals may only be kept confidential until such time as the district provides notice of a decision or intended decision or within 30 days after the proposal opening, whichever is earlier. Vendor requests to hold certain submitted materials or information in confidence cannot generally be honored. If a vendor feels that public scrutiny of certain information requested in the solicitation documents could be detrimental to its business, the vendor should notify the district and cite the governing statute which exempts such material from public scrutiny.

In the matter of solicitations requiring a negotiation process; If the District rejects all sealed replies, the records may remain exempt from Florida Statute 119.07 until such time as the District provides notice of a decision or intended decision pursuant to Florida Statute 120.57(3)(a) concerning the reissued invitation or until the District withdraws the reissued invitation. Records may not remain exempt for longer than 12 months after the initial notice rejecting all replies. (FS 286.0113(3))

10. SUBCONTRACTING: The respondent must describe in their proposal, all responsibilities that the respondent

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anticipates assigning or subcontracting, identify all the subcontractors and also describe how the respondent will manage these subcontractors. The vendor will be held directly responsible and liable for the actions of all of its subcontractors and the actions of its subcontractors' employees.

11. INTELLECTUAL PROPERTIES: If this agreement specifically provides for product development work on behalf of the District, any discovery, invention or work product produced for the District under this contract shall be the sole and exclusive property of the District. The vendor assigns to the District any and all claims of any kind, type or nature to such property, including but not limited to patent rights, copyrights and rights in data, arising out of the specific development covered by such agreement. Unless specifically agreed by the parties in writing, this paragraph will not apply to customizations of vendor's product. Any intellectual property rights arising out of such customizations will be the property of vendor. The parties acknowledge that if this Agreement does not specifically include the funding of any development, then all products, processes, or similar works developed and/or prepared by vendor in the course of this Agreement shall be the exclusive property of the vendor.

12. PUBLIC ENTITY CRIME & CONVICTED VENDOR LIST
Per the provisions of Florida Statute 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 proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals 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 Florida Statute 287.017 for **CATEGORY TWO** for a period of 36 months from the date of being placed on the convicted vendor list".

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

14. VARIANCE TO SOLICITATION DOCUMENTS: For the purpose of proposal evaluation, respondents must clearly stipulate any or all variances to the solicitation documents or specifications, no matter how slight. If variations are not stated in the respondent's proposal, it shall be construed that the proposal submitted fully complies in every respect with our solicitation documents.

15. ADDENDA TO SOLICITATIONS IN PROCESS: Interpretations of the solicitation, clarification of solicitation specifications and requirements or changes to the solicitation which have a *material effect* will be documented and communicated to respondents **only by written addenda posted on www.demandstar.com** . Verbal responses to respondents' questions do not constitute an *official response* unless documented in the form of written addenda and shall be considered inadmissible in bid protest proceedings. All such written addenda should be acknowledged on the "**Addendum Acknowledgement Form**" or by returning a copy of the signed addendum along with your proposal as proof of receipt. Failure to acknowledge such addenda may constitute cause for rejection of your proposal. Telegraph, facsimile or email acknowledgements of addenda will not be accepted.

16. FLORIDA STATE CONTRACTS & FLORIDA DEPARTMENT OF EDUCATION CONTRACTS: If a company currently holds a contract with the State of Florida, Department of Management Services, Division of Purchasing or the Florida Department of Education (FDOE), to supply the products or services requested in this solicitation, the respondent shall quote not more than the prices listed in these approved contracts. Failure to comply with this request may result in disqualification. The purchasing department reserves the right to reject all proposals and purchase from State contracts or FDOE contracts if doing so represents the best interests of the district.

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

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

19. MANUFACTURER'S CERTIFICATION: The purchasing department reserves the right to request a separate letter from the manufacturer of the products proposed certifying that all statements and claims made in the proposal are true, and that all products proposed meet or exceed the specifications stated in the solicitation documents.

20. SOLICITATION QUANTITIES: Quantities listed in the solicitation are estimates provided for respondent information purposes only. No guarantee is given or implied as to the exact quantities which will be purchased from this solicitation. The district reserves the right to increase or decrease all estimated

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quantities during the term of this contract or to delete any item or items as it deems appropriate, without affecting the proposal pricing or the terms and conditions of the solicitation.

21. METHODS OF AWARD:

- a) **“By Item”**: Each item in the solicitation may be awarded individually to the lowest responsive and responsible respondent.

- b) **“All or None by Group, Section or Category”**: The solicitation will/may be divided into Groups, Sections or Categories of similar types of items when it would be impractical to split the award to multiple vendors. Each Group, Section or Category will be awarded to the lowest responsive and responsible respondent for all items contained within the Group, Section or Category. Respondents are required to propose on all items within the Group, Section or Category in order to be considered for award of that Group, Section or Category. After proposals are opened and tabulated, the purchasing department reserves the right to delete one or more items within a Group, Section or Category and recommend award of the balance of the items contained within that Group, Section or Category, when to do so represents the best interests of the district.

- c) **“All or None”** The solicitation will/may be awarded to all respondents to the solicitation, or may be awarded to no respondents. In the event of awarding to no respondents, the school district will issue a “Notice to Reject All Bids”.

- d) **“Primary & Secondary Suppliers or Contractors”**. The solicitation is awarded to both a **Primary** and a **Secondary** supplier or contractor when it is critical to have a backup source of supply, or when it is anticipated that only one vendor cannot effectively handle the volume of business generated under the contract. In the event that the **Primary** supplier or contractor cannot perform in accordance with the district’s needs, the district reserves the right to use the **Secondary** supplier or contractor at its sole discretion. The **Primary** and a **Secondary** suppliers or contractors are defined as the two lowest Responsive and Responsible respondents.

- e) **“Rotating Short List of Contractors”**. An RFQ is awarded to a short list of Responsive and Responsible contractors, the number of which is pre-defined in the solicitation documents. The district will use a list of selection criteria to determine eligibility to make the short list. Project work is rotated through the short list as it is identified. Every effort is made to equitably distribute the workload amongst all contractors.

- f) **“Qualified Supplier Sourcing”** An RFQ (*Request For Qualifications*) is awarded to a listing of suppliers based on qualification criteria. The district will use a list of selection criteria to determine eligibility and award consideration.

22. DELIVERY LEAD TIME: Each respondent shall state the number of consecutive calendar days they require after receipt of order (A.R.O.) to either complete delivery or provide the requested services in the space provided on the **Proposal** form. The length of time to complete a project and deliver all of the items ordered could be a factor in awarding this solicitation. If a finite number of days have been specified for delivery or project completion, this deadline must be met. If a finite number of days have not been specified in the solicitation and the respondent has not stipulated a specific lead time for delivery in their proposal, orders will be considered delinquent 7after 30 days from the issue date of the purchase order.

23. TAXES: Purchases are exempt from **ALL** Federal excise and State sales tax.

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

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

26. PROMPT PAYMENT DISCOUNTS: Only prompt payment discounts offered for thirty (30) days or longer will be taken into consideration when determining lowest proposal.

27. TIE PROPOSALS: In the case of identical qualified proposals, if all other considerations are equal, the Board prefers to purchase within the District from established local vendors.

28. ERRORS AND OMISSIONS: In the event an error or obvious omission is discovered in a respondent’s proposal, either by the purchasing department or the respondent, the respondent may have the opportunity of withdrawing their proposal, provided they can produce sufficient evidence to document that the error or omission was clerical in nature and unintentional. Actual original copies of working papers, calculations, etc., may be requested at the purchasing department’s discretion, to support the validity of such a request. This privilege shall not extend to allowing a respondent to change any information contained in their

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proposal; however, in the event of a minor omission or oversight on the part of the respondent, the purchasing department (or designee) may request written clarification from a respondent in order to confirm the evaluator's interpretation of the respondent's response and to preclude the rejection of their proposal, either in part or in whole. The purchasing department will have the authority to weigh the severity of the infraction and determine its acceptability. Informalities and improprieties may be waived if deemed to be in the best interest of the district to do so.

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

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

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

30. REJECTION OF PROPOSALS: A proposal may be rejected by the purchasing department if it is non-responsive or the respondent is determined to be not responsible. A proposal

is not officially rejected until the School Board approves the recommendation. Proposals may not be rejected frivolously to avoid a protest or litigation. The Board reserves the right to reject any or all proposals received.

31. NOTICE OF INTENT TO AWARD SOLICITATIONS: Once proposals are evaluated and a recommendation for award is received by the purchasing department, a *Notice of Intent to Award* will be posted on www.demandstar.com. The recommendation for award is not official until approved by the School Board. Intent to Award Notices are normally posted on or about two weeks preceding the Board meeting date listed on the Calendar of Events. Occasionally a supplemental posting may occur after the regular posting if it is essential to include the award on the next Board agenda. This schedule may vary depending on the Board meeting schedule from month to month. **Since this information is available as outlined above, the purchasing department will not mail or fax intent to award notices to all respondents.**

32. BID PROTEST: If a respondent wishes to protest a solicitation, they must do so in strict accordance with Monroe County School Board Policy 6320. Copies of this procedure are included in the solicitation document and are also available at www.KeysSchools.com. Any person who files an action protesting the solicitation specifications or a decision or intended decision pertaining to this solicitation pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the Monroe County School District in an amount equal to 5 percent (5%) of the total estimated contract value, but not less than \$10,000 nor more than \$25,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, or certified bank check, will be an acceptable form of security.

Failure to file a protest within the time or manner prescribed shall constitute a waiver of proceedings.

Any person who is adversely affected by the District's decision or intended decision concerning a proposal solicitation or a contract award shall file with Superintendent a written notice of protest within seventy-two (72) hours after posting of the notice of the decision or intended decision. Saturdays, Sundays and legal holidays shall be excluded in the computation of the 72-hour time periods. The formal written protest shall be submitted by the person within ten (10) days after filing the notice of protest. Failure to file a formal written protest shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. A protest is officially filed when it is received in the Purchasing Department. The formal written protest shall contain the following: (a) name, address, and file or identification number, if known, of the affected agency. (b) Name and address of the affected party (c) a state of the ultimate facts upon which the protest is based: and, (d) such other information as deemed relevant the issue.

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33. NOTIFICATION OF SOLICITATION AWARD: After the Board awards a solicitation, the purchasing department will issue an official award letter, a purchase order, or both, which will authorize the respondent to commence delivering materials or providing services.

34. AUTHORIZATION TO PERFORM UNDER A CONTRACT: All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order, a purchase order number or a purchasing card account number before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the buyer listed on the purchase order. Additional work must be authorized in advance by the buyer who will issue either a change order to the original purchase order or a supplemental purchase order. The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

35. POINT OF CONTACT: The district will consider the selected respondent(s) to be the sole point of contact with regard to all contractual matters, including payment of any and all charges.

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

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

38. CONDITION OF ITEMS: Unless otherwise specified in the **Special Conditions** section of the solicitation, all items requested must be **new**, the **latest model manufactured, first quality, carry the manufacturer's standard warranty** and be **equal to or exceed the specifications** listed in the solicitation. Proposals on "*used, remanufactured* or *reconditioned*" equipment or "*blems* or *seconds*" will not be considered unless specifically requested in the solicitation documents.

39. INSPECTION: The district reserves the right to have inspectors on the premises of the respondents or manufacturers at any time during the manufacturing or assembly process to verify compliance with solicitation specifications.

40. PACKAGING: All products require adequate packaging to protect them from damage in transit. Packaging must fully cover and protect merchandise. Vendors must fully comply with all special packaging requirements, if and when specified in the solicitation document. When corrugated carton packaging is specified, poly wrap or blanket wrap will not be

acceptable. Respondents are requested to provide products with environmentally safe packaging if at all possible. The district assumes no responsibility for damage of any kind incurred while the items are in transit. Respondents may adjust unit packaging up or down only when attempting to reach the next standard unit pack. Otherwise, only exact quantities requested will be accepted and no overages will be allowed.

41. STANDARDS OF CONDUCT Vendors awarded a contract will be held to the same standards of conduct as employees of the school district while conducting business with the district. These standards, as defined in School Board policies, will apply not only to employees of the vendor, but also to the employees of its subcontractors. Standards of Conduct are located at www.KeysSchools.com

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

43. RECEIPT OF MERCHANDISE & DELIVERY NOTIFICATION: The purchaser reserves the right to reject any and all materials or products delivered which, in its opinion, do not comply with the solicitation specifications, within 5 calendar days of receipt. All materials or products rejected by the purchaser shall be promptly removed and replaced by the vendor at no charge. All shipments are to be off-loaded from the delivery vehicle to the loading dock or brought inside the building if the facility has no loading dock. The exception will be for materials obviously intended for outdoor use. Deliveries shall be made between the hours of 8:00 A.M. and 5:00 p.m., Monday through Friday, excluding holidays, unless stipulated. Exceptions to this schedule will be stated in the **Special Conditions** or on the purchase order. For shipments which may require the assistance of district personnel to off-load merchandise, or when the purchase order specifies vendor installation, the person to whose attention the items are being shipped should be notified a minimum of forty-eight (48) hours prior to delivery to allow sufficient time to prepare the area.

44. EQUIPMENT DEAD ON ARRIVAL (D.O.A.): Any product shipped which arrives inoperable or ceases to function within seven (7) business days of the initial installation shall be considered DOA and shall be replaced by the vendor with a

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new product identical to the one ordered within 30 days of notification at no charge to District.

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

- Received complete or substantially complete;
- Inspected and found to comply with all specifications and be free of damage or defect;
- Properly invoiced. A minimum of **thirty (30)** days is required for payment. Photocopies of original invoices may be sent to other district personnel if they request it, but the original copies must be sent to the District. Failure to follow this procedure may result in payment delays. Occasionally, a school may issue its own internal purchase order. Invoices associated with a school's internal purchase order should be submitted directly to the school for payment.

46. BREACH OF CONTRACT AND TERMINATION FOR CAUSE: The District reserves the right to terminate this contract for cause. The failure of the vendor to comply with any provision of this contract shall constitute a breach of contract and just cause for termination. Prior to the district terminating a contract, the Superintendent will initiate an internal review of the case in which the vendor may be invited to participate. If after examining the facts surrounding the case, the Superintendent feels that sufficient grounds exist to declare the vendor in default, he or she shall notify the vendor in writing, making specific reference to the provision(s) that gave rise to the default. The vendor shall then be entitled to a period of five (5) working days from receipt of such notice in which to cure the breach. If the breach is not cured within the five(5) day period, the Superintendent (or designee) shall serve a written notice of termination on the vendor, which shall become effective thirty (30) calendar days from the vendor's receipt of such notice. The failure of either party to exercise this right shall not be considered a waiver of such right in the event of any further breach or non-compliance.

47. RENEWAL OF SOLICITATIONS: This Contract may be renewed for a period that may not exceed three (3) years or the term set forth above, whichever period is longer. The compensation for the renewal term shall be determined prior to renewal of this contract and is subject to approval by the MCSB. Further, renewal of this contract is contingent upon a determination by the MCSB that the services have been satisfactorily performed, that the services are needed and upon availability of funds.

48. ADMINISTRATIVE REGULATION ON FINGERPRINTING: All Vendors awarded contracts that

require contractors, workers, or subcontractors to perform services on school facility grounds will comply with The Jessica Lunsford Act. The expense of fingerprinting individuals is to be borne by the contractor or person finger printed unless waived by the Superintendent. In accordance with the legislative mandate set out in sections 1012.32, 1012.465 and 435.04, Florida Statutes (2005) as well as with the requirements of HB 1877, The Jessica Lunsford Act (2005), effective September 1, 2005, Contractor agrees that all of its employees and sub-contractors, including employees of sub-contractors, who provide or may provide services under this Contract have completed all background screening requirements through a Monroe County School Board designee pursuant to the above-referenced statutes. It is recognized and agreed that the provisions and exceptions relating to the dictates of The Jessica Lunsford Act, and codified at sections 1012.321, 1012.465, 1012.467 and 1012.468 of the Florida Statutes, shall apply to the requirements of this paragraph where so applicable.

49. CIVIL RIGHTS COMPLIANCE: The Contractor certifies it is in compliance with the Office for Civil Rights requirements with respect to nondiscrimination on matters related to race, sex, handicap or age, and the contractor further agrees that it shall not discharge; fail or refuse to hire; limit, segregate, or classify employees or applicants for employment opportunities or adversely affect any individual's status as an employee; or otherwise to discriminate against any individual with respect to compensation, terms conditions or privileges of employment, because of such individual's race, color, religion, sex, national origin, age, handicap or marital status except as may otherwise be provided by law or as a result of a bona fide occupational qualification reasonably necessary for the performance of the particular employment.

50. FEDERAL LAW COMPLIANCE: The Contractor certifies it is in compliance with applicable provisions of the Civil Rights Act of 1964; Title IX of the Education Amendments Act of 1974; Section 504 of the Rehabilitation Act 1973; The Individuals with Disabilities Education Act; and the Immigration Reform Act of 1986, all as may be amended from time to time.

51. VENDOR CONDUCT DURING SOLICITATION: Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

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GENERAL INFORMATION

A. INTRODUCTION

The School Board of Monroe County, Florida, hereinafter referred to as the "School Board" will accept sealed proposals from any responsive and responsible proposer as specified herein. Following is a tentative calendar:

B.

CALENDAR OF EVENTS - RFQ 2016603 (Eastern Time)		
DATE:	TIME:	ACTION:
September 5, 2015	8:00 AM	Release Solicitation
September, 5,9,12 2015	Publication	Notice of Solicitation /Bid Opening
September 23, 2015	5:00 PM	Last day for submission of written questions to MCSD
September 24, 2015	5:00 PM	Last day for MCSD to post answers to questions
October 1, 2015	5:00 PM	Proposal Due (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)
October 2, 2015	9:00 AM - 4:00PM	Bid Opening/Ranking (Open to Public – Plantation Key School 100 Lake Road, Tavernier, FL 33070)
October 12, 2015	9:00 AM – 4:00 PM	Short List Interviews (Open to Public – Plantation Key School 100 Lake Road, Tavernier, FL 33070)
October 13, 2015	3:00 PM	Board Update (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)
October 14-21, 2015	TBD	Negotiations
October 23, 2015	5:00 PM	Post Notice of Intent
October 27, 2015	5:00 PM	Award Recommendation – Board Meeting (Open to Public – Coral Shores High School 89901 O/S Highway, Tavernier, FL 33070)

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C. SUBMISSION REQUIREMENTS

All proposals must be submitted in sealed envelopes bearing on the outside the label provided on page 1 of this solicitation package. This includes: name of the Proposer and RFQ 2016603 - Construction Manager at Risk Request for Qualifications - . The proposal must be signed by a person(s) legally authorized to conduct business in the name of the Proposer.

The name, office address, e-mail address and office telephone number of the representative designed to serve as a liaison with the School Board must be included. Proposals received, which are at variance with these instructions, may not be given further consideration.

**Monroe County School District
Administration Building - Purchasing Department, Room 119
241 Trumbo Road
Key West, Florida 33040**

D. CONDITIONS AND LIMITATIONS

- a) The School Board reserves the right to reject any and all proposals, to waive any irregularities or informality, and to accept or reject any items or combination of items.
- b) The School Board may consider all proposals and reserves the right to award the contract(s) in the best interest of the School Board.
- c) A proposal may not be withdrawn before the expiration of ninety (90) days after the proposal due date.
- d) The School Board will not reimburse proposers for any costs associated with the preparation and submittal of any proposal, or for any travel and per diem costs incurred.
- e) Proposer acknowledges that all information contained within their proposal is part of the public domain as defined by the State of Florida Public Records Law.
- f) Proposers, their agents and/or associates shall refrain from contacting or soliciting any official of the Monroe County School District or School Board member regarding this proposal during the selection process. Failure to comply with this provision may result in disqualification of the proposer.
- g) The proposal and the related responses of the selected proposer will by reference become part of the formal agreement between the selected proposer and the School Board.
- h) The School Board and the selected proposer(s) will negotiate a contract or contracts as to terms and conditions. In the event an agreement cannot be reached with the selected proposer in a timely manner, the School Board reserves the right to select an alternative proposer.
- i) Cancellation: In the event the proposer violates any of the provisions of this proposal, the Superintendent shall give written notice to the proposer stating the deficiencies and unless deficiencies are corrected within five (5) days, recommendations will be made to the School Board for immediate cancellation. The School Board reserves the right to terminate any contract resulting from this proposal at any time for any reasons, upon giving thirty (30) days prior written notice to the other party.
- j) Non-Discrimination: There shall be no discrimination as to race, sex, color creed, or national origin in operations conducted under this contract.
- k) Selling, Transferring or Assigning Contract: No contract awarded under these terms, conditions and specification shall be sold, transferred or assigned. In the event that the Proposer to which the contract is awarded merges with another entity, the School Board has the option to remain with the new institution or cancel the contract by giving 120 days advance written notice to the institution.

E. INSURANCE REQUIREMENTS

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Comprehensive General Liability - with minimum occurrence limits of \$1,000,000 and General Aggregate of \$2,000,000 (Should limits of \$1,000,000 be prohibitive due to exposure or availability, \$500,000/\$1,000,000 may be sufficient). The liability policy will need to include an Additional Insured endorsement naming the Monroe County District School Board.

Commercial Auto Coverage - with minimum combined single limit of \$1,000,000 (Should \$1,000,000 be prohibitive due to exposure of availability, \$500,000 may be sufficient).

Workers Compensation - Statutory limits and Employers Liability \$100,000 /500,000/100,000. Note, if the contract is with a sole proprietor with no employees, he/she may not have Workers Compensation and may not be required by the state of Florida to carry this coverage. If this is the case and you decide to waive the WC requirement, we recommend that the District specifically include a disclaimer in the contract describing the status as an Independent Contractor and a sole proprietor with no employees and confirming that the District would not be responsible for providing Workers Compensation coverage for any work related injury or illness.

ACKNOWLEDGMENT OF ADDENDUM

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As the person authorized to sign the statement, I certify that this firm acknowledges any and all addendum that may have been issued as part of this bid. All addendum are issued via www.demandstar.com

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

ADDENDUM NO. ____ DATED _____

Date: _____
_____ Applicant's Signature

STATEMENT OF NO BID

NOTE: If you do not intend to bid on this requirement/project, please return this form immediately. Thank you.

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School Board of Monroe County, Florida

We, the undersigned have declined to submit a proposal due to the following reason(s):

- Specifications too “tight”, i.e. geared toward one brand/manufacturer/service only (explain below)**
- Unable to meet time period for responding to proposal.**
- We do not offer this product or service.**
- Our schedule would not permit us to perform.**
- Unable to meet specifications.**
- Unable to meet Bond/Insurance requirement(s).**
- Specifications unclear (explain below).**
- Unable to Meet Insurance Requirements.**
- Please Remove Us from Your “Bidder’s List”.**
- Other (specify below).**

REMARKS: _____

We understand that if the “No Bid” letter is not executed and returned our name may be deleted from the Bidder’s List of the School Board of Monroe County.

Company Name: _____

Email: _____

Proposal Number: _____

Date: _____

Signature: _____

Fax: _____

Telephone: _____

CONTRACTOR RULES

The following is a list of rules that contractors/vendors and their personnel must adhere to while working on Monroe County School projects. Failure of the contractor/vendor to abide by the rules will result in the violators being removed from the job site. All costs resulting from this will be the responsibility of the

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contractor/vendor. Please sign these rules and indicate the contractor/vendor’s agreement to follow them.

- **Casual communications by contract/vendor personnel with students, staff, or faculty is prohibited.**
- **Convicted felons and employees with a past history of child abuse or molestation shall not be used on Monroe County School projects.**
- **The schools are “Drug Free Zones,” use or possession of illegal substances and alcohol in any form are prohibited.**
- **The schools are “Tobacco Free,” no tobacco use is permitted on the school campus, in parking lots, or inside school restrooms.**
- **Vulgar language or gestures discernible to students or school staff is prohibited.**
- **Fighting or physically abusive actions of a similar nature are prohibited.**
- **Appropriate and modest attire is required while working on school campus. Revealing clothing will not be permitted.**
- **Clean up of work area is required on a daily basis. Hazardous materials shall not be put in school trash receptacles.**
- **Work that may be disruptive to the school shall be scheduled with the school administration or done after normal school hours.**

Pets are not allowed on campus.

Signature

Date

Printed Name

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DEBARMENT CERTIFICATION

“The bidder certifies that, neither the firm nor any person associated therewith in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, and/or position involving the administration of federal funds:

(a) Is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions, as defined in 49 CFR §29.110(a), by any federal department or agency;

(b) Has within a three-year period preceding this certification been convicted of or had a civil judgment rendered against it for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; 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) Is presently indicted for or otherwise criminally or civilly charged by a federal, state, or local Governmental entity with commission of any of the offenses enumerated in paragraph (b) of this certification; and

(d) Has within a three-year period preceding this certification had one or more federal, state, or local government public transactions terminated for cause or default.

The bidder certifies that it shall not knowingly enter into any transaction with any subcontractor, material supplier, or vendor who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this project by any federal agency.

Dated this _____ day of _____, 20_____.

By _____
Authorized Signature/Contractor

Typed Name/Title

Contractor's Firm Name

Street Address

City/State/Zip Code

Area Code/Telephone Number

IDENTICAL TIE PROPOSALS

Preference shall be given to businesses with drug-free workplace programs. Whenever two or more of a proposal, which are equal with respect to price, quality, and service, are received by the State or by any political subdivision for the procurement of commodities or contractual services, an proposal 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 proposals will be followed if none of the tie vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

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

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

Vendor’s Signature

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NON-COLLUSION AFFIDAVIT

I, _____ of the City of _____
according to law on my oath, and under penalty of perjury, depose and say that;

1) I am _____, the bidder making the proposal for the project described as follows:

2) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder with any competitor;

3) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to proposal opening, directly or indirectly, to any other bidder to any competitor; and

4) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit, or not to submit, an proposal for the purpose of restricting competition;

5) The statements contained in this affidavit are true and correct, and made with full knowledge that Monroe County School District relies upon the truth of the statements contained in this affidavit in awarding contracts for said project.

Signature of Authorized Representative

Date

STATE OF _____,

COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____, who, _____ being personally known, ___ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____, 20_____.

NOTARY PUBLIC

My Commission Expires:

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PUBLIC ENTITY CRIME STATEMENT

"A person or affiliate who has been placed on the convicted vendor list following a conviction for public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to 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."

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RELATIONSHIP DISCLOSURE AFFIDAVIT (CONTRACT FORM 'RDA')
(REV. 4/13)

THE SCHOOL DISTRICT OF MONROE COUNTY

BUSINESS/PERSONAL RELATIONSHIP DISCLOSURE AFFIDAVIT

I, _____, of the City/Township/Parrish of _____, State of _____, and according to law on my oath, and under penalty of perjury, depose and say that;

1) I am the authorized representative of the company or entity making a proposal for a project described as follows: Name of company/vendor: _____ and Nature of services presently being offered to School District: _____

2) I have ___ have not ___, at any time, and excluding the instant proposal, had a business or personal relationship with any member of the School Board of Monroe County, Florida, and/or with any employee of the School District of Monroe County, Florida.

a.) The details of my or my company's present and/or former relationship, excluding the instant proposal, are: {include particular Board member or employee's name(s), position held by such member or employee and relevant date(s); use reverse for space if needed}

3) The statements contained in this affidavit are true and correct, and made with full knowledge that The School Board of Monroe County, Florida, relies upon the truth of the statements contained in this affidavit in awarding contracts for the subject project.

Date

(Signature of Authorized Representative)

STATE OF _____,
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____ who, ___ being personally known, ___ or having produced _____ as identification, and after first being sworn by me, affixed his/her signature in the space provided above on this _____ day of _____ 20_____.

NOTARY PUBLIC

My commission expires:

DRUG FREE WORKPLACE FORM

The undersigned vendor in accordance with Florida Statute 287.087 hereby certifies that:

(Name of Business)

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

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

Applicant’s Signature

Date

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SB 988 – HIGH-RISK OFFENDERS

by Argenziano (*HB 7103 by Safety & Security Council*)

AMENDS: ss. 322.141, 322.212, 775.21, 943.0435, 944.607, 1012.465, F.S.

CREATES: ss. 1012.321, 1012.467, 1012.468, F.S.

EFFECTIVE: July 1, 2007

THIS BILL HAS SCHOOL BOARD POLICY IMPLICATIONS

This bill amends Jessica Lunsford Act provisions that require background checks for contractors on school grounds. The bill defines “noninstructional contractor” to mean any vendor, individual, or entity under contract with a school or with the school board who receives remuneration for services performed for the school district or a school, but who is not otherwise considered an employee of the school district. The term also includes such contractor’s employees and subcontractors and subcontractor’s employees. The bill defines “school grounds” to mean the buildings and grounds of any public prekindergarten, kindergarten, elementary school, middle school, junior high school, high school, or secondary school, or any combination of grades prekindergarten through grade 12, together with the school district land on which the buildings are located. The term does not include any other facility or location where school classes or activities may be located or take place, the public school buildings and grounds during any time period in which students are not permitted access, or any such buildings during any period in which it is used solely as a career or technical center for postsecondary or adult education.

The bill provides a list of offenses that automatically disqualify a noninstructional contractor from being on school grounds when students are present. The bill also provides an exemption from the screening requirement for a non-instructional contractor who:

- is under direct line-of-sight supervision of a person who meets the screening requirements;
- is already required, and has undergone, a level 2 background screening;
- is a law enforcement officer assigned or dispatched to school grounds, or an employee or medical director of an ambulance provider;
- works and remains in an area separated from students by a 6-foot chain link fence;
- provides pick-up or delivery services to school grounds.

The bill also exempts instructional personnel who work with children with developmental disabilities or who are child care personnel meeting certain requirements. The exempted contractors are subject to a search of the online state and national registry of sexual predators and sexual offenders at no charge to the contractor.

For those subject to a fingerprint-based background check, the check must be performed at least every five years and may be paid for by the school board, the school, or the contractor. Any fee charged by a school board may not exceed 30 percent of the total costs charged by FDLE and the FBI for the check. FDLE is required to implement an Internet-based system for school districts to share the results of the background checks.

Further, the bill requires a contractor who is arrested for a disqualifying offense to report the arrest to the employer or primary contractor and the school district within 48 hours. If a contractor has been arrested for a qualifying offense, it is a third-degree felony for the contractor to willfully fail to report the arrest or for an employer or primary contractor to knowingly authorize the contractor to be on school grounds when students are present. If a contractor is to be denied access to school grounds, the school district must notify the contractor of the basis for denial. The only basis for contesting the denial is mistaken identity and misinterpretation of an offense from another jurisdiction. The bill provides immunity from civil and criminal liability for employees of school districts and schools who share background check information in good faith. It also provides that the new or amended portions of the School Code are not intended to create a new duty of care or basis of liability, or to create a private cause of action.

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Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
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Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____ <input type="checkbox"/> Exempt payee	
	<input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number											
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Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

Sign Here	Signature of U.S. person ▶ _____	Date ▶ _____
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

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**Monroe County School District
Vendor Information Sheet**

Vendor Name: _____

Federal EIN/SSN: _____

Primary Address: _____

Payment Address: _____

Contact Name: _____

Phone: _____ ext. _____

Fax: _____

E-Mail: _____