

The School District of Suwannee County, Florida
702 2nd Street
Live Oak, Florida, 32064
Phone: Finance (Vickie Music): 386-647-4609,
Maintenance (Mark Carver): 386-647-4152,
FAX 386-330-2128

REQUEST FOR PROPOSALS
RFP# 11-203

Notice is hereby given that the School District of Suwannee County, Florida will receive proposals to provide Type IIB Panelized Modular Buildings at the District Offices located at 702 2nd Street, Live Oak, Florida 32064 until 3:00 p.m. on January 12, 2012. All responses will be publicly opened in the District Office at that time. Recommendations will be made to the School Board at a later date.

Proposals shall be submitted in a sealed envelope, clearly marked with the Bid/RFP name, number and the opening date and time. All submittals must be in accordance with the attached instructions, on the attached forms and received at the address in paragraph one. If you have any questions regarding this Bid/RFP, please contact Mark Carver at 386-647-4152.

A pre-bid conference will not be conducted.

Purchases or rentals resulting from this RFP will be made by the approval of the Suwannee County School District and will be a matter of public record.

SUWANNEE COUNTY PUBLIC SCHOOLS
TYPE IIB Panelized Modular Buildings
RFP #11-203

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RFP Modular Unit and Accessory PURCHASE COST Bid Form

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RFP Modular Unit and Accessory RENTAL COST Bid Form

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Other building options

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Other options

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**SUWANNEE COUNTY PUBLIC SCHOOLS
INSTRUCTIONS TO BIDDERS
TYPE IIB PANELIZED MODULAR BUILDINGS**

I. INTRODUCTION:

A. CONTRACT SERVICES:

This is a Request for Proposal (“RFP”) for a firm or firms (the “proposer”) to provide TYPE IIB PANELIZED MODULAR BUILDINGS for Suwannee County Public Schools, Florida (the “District”).

Suwannee County Public Schools, hereinafter referred to as the District, wishes to receive proposals for the selection of multiple qualified firms to provide rental and the purchase of complete; manufactured, delivered and installed Type IIB Panelized Buildings and other modular facilities to the District for a base period of FIVE (5) years effective July 1, 2012 through June 30, 2017. In addition, both parties may extend this contract at the conclusion of the base period for THREE (3) additional years at the same terms and conditions, or as negotiated, if mutually agreeable.

The proposer(s) will be notified when the Board has acted upon the recommendation. All costs for this service shall be firm for the term of this contract, or as herein addressed. The awardee(s) agrees to this condition by signing their proposal. The term of this contract shall be subject to the cancellation and/or termination provisions of this RFP.

The proposer(s) may provide a list of new or additional services and products, or new products, with the then subject proposed costs to the District, after the time of award, for the District’s consideration and approval. The cost of the original services and products may be adjusted annually upon mutual agreement between awardee(s) and district.

Effective July 5, 1990, State Board of Education Rule 6(1)-1.012(5) allows school districts to make purchases from contracts awarded by other school districts, community colleges, state universities or governmental entities when so permitted in the bids/RFQs. Please be advised that other school districts, community colleges, state universities or other state agencies may make use of the bid/RFQ at the same prices and conditions.

Suwannee County Public Schools supports the Americans with Disabilities Act of 1990, and we will take all reasonable steps to accommodate individuals using our services, programs and activities. Where applicable all goods and/or construction must meet the provisions of the Americans with Disabilities Act of 1990 as adopted in January 1992. Request for reasonable accommodations must be made at least two (2) working days in advance of the event.

B. SCOPE OF SERVICES:

1.0 FABRICATION & DELIVERY/INSTALLATION: The awarded firm(s) will design and fabricate (or have fabricated factory direct), deliver and set in place (or have delivered and set in place) in accordance with the Florida Building Code, the Florida Department of Community Affairs (DCA) and Terms and Conditions, and specifications of this document, or approved revisions thereof, of the modular units herein addressed. Firm(s) will prepare the foundations for the unit(s) and set the unit(s) complete, including proper tie down when applicable, on District prepared site(s). THE AWARDED FIRM MAY DESIGN AND PERFORM SITE WORK AND MAKE UTILITY CONNECTIONS ON A “BID COST” PLUS 25% OVER HEAD AND PROFIT BASIS AT THE OWNERS REQUEST. HOWEVER, NO SITE DESIGN, PREPARATION OR SITE FINISH WORK OF ANY KIND, EXCEPT FOR THE UNIT PRICES REQUESTED, IS TO BE INCLUDED IN THE PRICING AT THIS TIME. The intent of specifying site work in this RFP is for the proposer(s) to provide an assessment of each site and provide a detailed cost proposal for the necessary design and site work for review and approval by the District before any design or site work begins. Each site will be reasonably level and accessible to the

firm's equipment, and of a sufficient density to permit operations thereon. All work is to be done in accordance with Florida Statutes, Florida Building Code, DCA requirements and the specifications of this bid.

If during the term of the contract; the manufacturer develops new products, or changes to the specifications are required by the District, Department of Education, the Florida Building Code, or any regulatory agency, the District reserves the right to request the awarded vendor(s) to make the changes to the modular unit designs and to negotiate the addition or deduction in the cost of the units. All changes shall be in writing by an authorized representative of the District. During the course of the contract, alternative modular buildings / classrooms, accessories, options, and additional services may be offered by the awardee(s) with the prices negotiated by the District. The awarded vendor(s) and the District may enter into negotiations for the rental or purchase of any other special units. During the course of the contract, alternative modular buildings and new products may be developed by the vendor(s) and offered to the District with the cost of such items and/or services for the District's consideration and possible incorporation into the work as approved by the District. Nothing in this bid shall prohibit the awarded vendor(s) from reducing or discounting their bid prices during the term of this award.

Under this contract, any of the units specified herein, may be rented by the District for a 12 month time period at the price bid by the awarded vendor(s). Rental period extensions may be negotiated between vendor(s) and the District.

- 2.0 PERMITS & APPROVALS: It shall be the responsibility of the District to arrange for, and to pay for the cost associated with, any and all permits, local governmental approvals, certificates of occupancy compliance or any other local requirement for the installation of the units. This includes any responsibility for site permits and the arrangements or costs associated with installation or connection of any utility services, which shall be the responsibility of the District. It is the responsibility of the awarded firm(s) for all arrangements, designs, permits or costs associated with the fabrication, delivery and installation of the units. The awarded firm(s) will provide the foundation design work necessary for the site permit applications.
- 3.0 APPROVED DRAWINGS: The awarded firm(s) shall have complete drawings approved by the Florida Department of Community Affairs (DCA).
- 4.0 ASBESTOS: The awarded firm(s) shall certify that the units being supplied do not contain any asbestos.
- 5.0 NEW UNITS: The awarded firm shall warrant that purchased modular units shall be "NEW" (unused) unless otherwise agreed upon in advance. The firm(s) further warrants the units to be free from defective workmanship and material for a period of one (1) year from acceptance by the District.
- 6.0 IDENTITY PLATES: The awarded firm(s) shall provide on each unit, at a location to be agreed upon with the District, a permanent identity plate, which contains the following information: Manufacturer of unit with address of manufacturer, serial number(s), and date of manufacture.
- 7.0 INSPECTIONS: The awarded firm(s) shall provide certifications to the District, from the Department of Community Affairs (DCA), and certified state threshold inspections as required by law, that each building has been inspected and is in compliance in all respects with the requirements of FBC in effect at time of manufacture.
- 8.0 QUALIFICATION OF FIRM(S): The awarded firm(s) shall be experienced in the design, construction of, and the handling of modular buildings. Prior to receiving a purchase order or contract; the awarded firm(s) must demonstrate that they are properly licensed State Certified Building Contractors, State Certified General Contractors, or properly qualified "Registered" contractors in same categories, with current certifications by the State of Florida, all in accordance with Florida State Statutes, Chapter 489, part 1, July, 1979, as amended.

It is intended that these modular unit(s) be fabricated by a manufacturer(s) who will have a certification as an approved builder of commercial (non-housing) structures under the provision of the Florida Manufactured Building Act, Chapter 553, FZS. Buildings delivered to the District's site for installation and erection by the awarded firm(s), shall be installed in accordance with manufacturer's standard instructions.

- 9.0 WORK PAPERS: In all cases, the awarded firm(s) shall retain all work papers for a period of five (5) years after the conclusion of the contract period and shall provide the District and/or its assignee access, free of charge, to any or all work papers at any reasonable time. Work Papers are defined by the District as documents, correspondence, memoranda, reports, and other materials in preliminary or developmental form before their completion as a final product. Work papers may be destroyed, by the awarded firm(s), at the end of this period. Destruction of said work papers shall be at the awarded firm's expense.
- 10.0 These documents constitute the complete set of specifications, requirements, and/or proposal forms.
- 11.0 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.
- 12.0 Document files may be examined, during normal working hours, ten days after proposals have been opened.

II GENERAL INFORMATION:

A. PROPOSER'S LIABILITY:

Bidders are expected to examine the specifications and all special and general conditions, requirements and instructions. Negligence on the part of the bidder to make the necessary examinations and investigations, 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. Failure to follow the instructions contained in the bid for completion of a bid response may be cause for the rejection of a bid.

B. DIVISION OF CORPORATIONS REGISTRATION REQUIREMENTS:

Vendors who are required to be registered with the Division of Corporations or who are incorporated within the State of Florida must furnish their Florida document number. All registered vendors must have an active status in order to be eligible to do business with the Suwannee County Public Schools. Bids received from vendors with an inactive status will be considered non-responsive. The specific requirements for registration are found in Chapter 607 of the Florida Statutes. To register, visit Sunbiz.org. The following guidelines may be helpful:

Sole Proprietorship – Individual: A person doing business under his/her own name, as an individual, is not required to register with the Division of Corporations.

Fictitious Name: A person doing business under a name other than his/her own is required to register with the Division of Corporations.

Out of State (Foreign) Corporations: A business incorporated in another state that does not have an office in the State of Florida does not have to register with the Division of Corporations.

In State Corporations: A business that is incorporated in another state that has an office in the State of Florida or has a subsidiary in the State of Florida, is required to register with the Division of Corporations.

III. INSTRUCTIONS TO PROPOSERS:

- A. Proposals must be submitted in a sealed container, clearly identified as RFP #11-203 for Rent and/or Purchase of **TYPE IIB PANELIZED MODULAR BUILDINGS**. Sealed proposals will be received until 3:00 p.m.(EST) on January 12, 2012 in the Suwannee County Public Schools Superintendent's Office, 702 2nd Street, NW, Live

Oak, Florida 32064, attention Mr. Mark Carver. All proposals must be date and time stamped. The official clock for the purpose of receiving proposals is located in the Superintendent's Office. Proposals will be opened in this same office after the deadline for receiving proposals. Any proposal received after the deadline indicated above, will be date/time stamped and will not be opened. It is the proposer's responsibility to see that their proposal is properly received at the correct location prior to the deadline.

- B. All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- C. Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- D. Proposers should become familiar with any local conditions, which may, in any manner, effect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- E. Proposals not conforming to the instructions provided herein may be subject to disqualification and/or rejection at the sole option of the District.
- F. Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.
- G. BOARD CONTACT AND ADDRESS INFORMATION:

This RFP is issued by the School District's Maintenance Department. The Maintenance Department is the point of contact with regard to this RFP and all contractual matters related to the services described herein. 702 2nd Street, NW, Live Oak, Florida 32064, Mark Carver; Phone: 386-647-4152, Fax: 386-330-2128.

H. PRE-BID CONFERENCE:

A pre-bid conference will not be held

IV. BID PROPOSALS:

A. BIDS RECEIVED BY TELEPHONE, TELEGRAPH, E-MAIL, OR FACSIMILE MACHINES **SHALL BE CONSIDERED NON RESPONSIVE.**

B. Any person requiring a special accommodation because of a disability should notify the Purchasing Department by Fax at least five (5) workdays prior to the bid opening.

C. PROPOSAL FORM:

Bids must be typed or printed, enclosed herewith and returned in a sealed envelope. **Bids which do not bear the original signature of an authorized representative in ink, will be considered non-responsive.**

D. CORRECTIONS:

The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by line-outs of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

E. BUDGETARY LIMITATIONS:

Suwannee County Public Schools reserves the right to reject any item or items and/or increase or decrease quantities as required due to budgetary limitations.

F. AWARDS:

Suwannee County Public Schools reserves the right to make award(s) on an individual, multiple, lump sum or low total basis.

G. PURCHASES BY OTHER PUBLIC AGENCIES:

With the consent and agreement of the successful bidder(s), awards may be made under this bid by other governmental agencies within the State of Florida. Such awards shall be governed by the same terms and conditions as stated herein.

H. NONCOMPLIANCE WITH CONTRACT:

It is expected that the service contract will be for the period of specified in 1.0 A & B. Any deviation from the awarded contract period or cancellation of any item(s) awarded may result in your company being barred from doing business with the Suwannee County Public Schools, in accordance with School District Policies and Procedures: Other assessments as outlined elsewhere in this document may also apply.

I. EVALUATION CRITERIA:

Documented poor performance of contractors on previous contracts with the Suwannee County Public Schools or other governmental entity(s) will be considered during evaluation and may be sufficient cause not to award.

J. VARIANCE TO BID DOCUMENTS:

For the purpose of the bid evaluation all bidders are required to meet the minimum specifications detailed herein. Any variance must be of equal or greater value. It will be incumbent upon the bidder to provide proof that any such variance is of equal or greater value. The District shall have the final authority to determine whether or not a variance meets or exceeds these specifications.

K. CLARIFICATION OF BIDS:

Bidders should contact (in writing) any questions regarding this bid to, Mr. Mark Carver, by email at mcarver@Suwannee.k12.fl.us no later than ten (10) calendar days prior to the receipt of bids. Questions received after that date will not be acknowledged. Changes to the bid which have a material effect shall be communicated to bidders only by written addenda.

L. ADDENDA TO BIDS:

From time to time, addenda's may be issued to this bid. Any such addenda will be sent to each vendor who has requested the RFP documents from the school district. Addenda's must be acknowledged on the Form of Proposal in the space provided by the appropriate Addendum Number. Bids received without addendum acknowledgement shall be considered non-responsive.

M. NO BIDS:

A no response will be interpreted as indicating the vendor does not desire to do business with the District and the company name will be removed from consideration for this project.

N. BIDDER'S ERRORS:

Where unit price and total price cannot be reconciled, the quoted unit price shall govern. Where numerical price and written price cannot be reconciled, the written price shall govern. No submissions or amendments made after bid or proposal opening shall be considered.

O. BID RENEWAL:

This bid may be renewable under the same terms and conditions as the original bid, or as negotiated and mutually agreed upon, for three (3) additional years.

P. BID TABULATIONS:

After approval by the Suwannee County Public Schools, bid tabulations will be available for review in the Maintenance and Superintendent's Offices

Q. NOTICE OF INTENT TO AWARD BIDS:

Once bids are evaluated and a recommendation for award is made by the Finance Department, a Notice of Intent to Award will be posted on the bulletin board in the Superintendent's Office. The recommendation for award is not official until this notice is posted. Bidders are invited to visit the Superintendent's Office to obtain this information.

R. DISPUTE:

Bid tabulations with recommendations will be posted on the bulletin board in the Superintendent's Office. A bidder who wishes to file a protest pertaining to a bid must file such notice in accordance with procedures prescribed by Florida Statute 120.57(3) and School District Policy. The notice must be filed with the Supervisor of Maintenance

Any person who is adversely affected by the District's decision or intended decision shall file with the Supervisor of Purchasing, a notice of protest in writing within seventy-two (72) hours after the posting of the bid tabulation or Notice of Intent to Award and shall file a formal written protest within ten (10) calendar after filing the notice of protest. With respect to a protest of the specifications contained in an Invitation for Bid or Request for Proposal, the notice of protest shall be filed in writing within seventy-two (72) hours after the receipt of notice of the project plan and specification or intended project plan and specifications in an Invitation for Bid or Request for Proposal, and the formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and legal holidays shall be excluded in the computation of the seventy-two (72) hour time periods provided in this paragraph.

Any person who files an action protesting a decision or intended decision pertaining to a bid pursuant to Florida Statute 120.57(3)(b), shall post at the time of filing the formal written protest, a bond payable to the School District of Suwannee County in an amount equal to three percent (3%) of the total estimated contract value, but not less than \$1,000 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, treasurer's check, bank draft of any national or state bank payable to the School District of Suwannee County will be an acceptable form of security. If, after completion of the administrative hearing process and appellate court proceedings, the District prevails, it shall recover all costs and charges which shall be included in the final order or judgment, including charges made by the Division of Administrative Hearings, but excluding attorney's fees. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protester prevails, protester shall recover from the district all costs and charges which shall be included in the final order of judgment, excluding attorney's fees. Failure to file a notice of intent to protest, or failure to file a formal written protest within the time prescribed in Florida Statute 120.57(3), shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

S. MINIMUM ORDER:

Bids requiring minimum quantity and/or dollar purchases will be considered only if determined to be in the best interest of the School District.

T. DEFAULTS:

If the Bidder defaults after the Board awards a bid, the Bidder shall pay to the District, as liquidated damages, an amount equal to two percent (2%) of the unit prices times the quantity of each item in question, or \$500.00, whichever amount is larger. If the bid pricing was expressed as a lump sum amount, the amount due will be two percent (2%) of the remaining value of the contract. A successful bidder who fails to pay said liquidated damages within fifteen (15) days after notification that liquidated damages are due, shall lose eligibility to transact business with the District for a period of not less than one (1) year, but no more than two (2) years after the date of the default. Thereafter, the bidder may request to be reinstated to the active vendor list(s).

Any delivered item(s) failure to conform with specifications as bid shall be subject to return or replacement at the buyer's option. Failure to deliver one (1) or more items on two (2) or more consecutive deliveries may be viewed as default. Delivery on standard rental units is generally expected within 45 days. Delivery on Concrete Modulares is generally expected within 60 days. Penalties may be assessed when failure to deliver places a financial burden on the School Board.

U. INSURANCE:

Proof of the following insurance will be furnished by the awarded bidders to the District. **THE DISTRICT SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE. ALL INSURANCE MUST BE ISSUED BY A COMPANY OR COMPANIES WITH AN AM BEST RATING OF A- OR GREATER.** The successful bidder shall furnish the District with proof of:

- (1) Statutory Limits of Worker's Compensation in compliance with Florida Statute 440. Employer's Liability Insurance in an amount not less than \$300,000 per occurrence.
- (2) Comprehensive General Liability Insurance in an amount equal to or greater than \$1,000,000 per occurrence for any occurrence resulting in bodily injury or death to any one or group of persons, including any consequential damages that arise therefrom. If policy is on a "CLAIMS MADE" basis, contractor's insurance carrier will identify policy as such and indicate in writing the amount of claims paid by this policy and reserves outstanding. Policy aggregates must equal at least two (2) times the occurrence limit.
- (3) Liability Insurance in an amount equal to or greater than \$1,000,000 per occurrence for bodily injuries and/or death to any person or persons caused by passenger automobiles or commercial vehicles.
- (4) Liability Insurance equal to or greater than \$1,000,000 per occurrence for property damage caused by passenger automobiles or commercial vehicles.
- (5) Property Damage Insurance for damage other than that described in 4 above in an amount equal to or greater than \$1,000,000 per occurrence. Said property coverage shall provide coverage for all consequential damage (except loss of profits) arising from the negligent operation of the contractor, a subcontractor, or by anyone directly or indirectly employed by either of them. Coverage shall be on a "BROAD FORM" basis.
- (6) Contractual Liability in an amount equal to or greater than \$1,000,000 per occurrence. Policy must include endorsement for indemnification in the event third party damages are sought against the School District.
- (7) Personal Injury Coverage (not bodily injury) in an amount equal to or greater than \$1,000,000 per occurrence.
- (8) Completed Operations Endorsement equal to or greater than \$1,000,000 per occurrence.
- (9) Independent Contractors Endorsement in an amount equal to or greater than \$1,000,000 per occurrence.
- (10) Additional Insured Endorsement: Suwannee County Public Schools shall be named as an additional insured on all policies that are required by these specifications.
- (11) Cancellation Notice: All policies in effect shall contain cancellation endorsements providing sixty (60) days written notice of such cancellation, non-renewal and/or reduction in coverage limits prior to the effective date of such cancellation, non-renewal and/or reduction.
- (12) Indemnification shall be in accordance with F.S. 725.06.

V. SAFETY STANDARDS:

All equipment must meet the applicable requirements of the Occupational Safety and Health Act (OSHA) and any standards thereunder.

W. MATERIAL SAFETY DATA SHEETS:

Any items bid which contain substances found on the current State of Florida Toxic Substances List must include with shipment the appropriate Material Safety Data Sheets (MSDS), in accordance with Florida Statutes Chapter 442.106.

X. NOTIFICATION OF AWARD:

After award by the District, the Purchasing Department will issue official award or non-award letters to all bidders.

Y. TAX EXEMPTIONS:

When purchasing directly from a supplier District is exempt from Federal Excise, State Sales and Use Taxes. Tax exemption certificates and numbers will be furnished on request. The proposer may request that the owner provide up to two separate purchase orders so that the District may take advantage of the tax savings program.

V. **FORMS:**

A. PUBLIC ENTITY CRIMES CERTIFICATE:

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 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.

B. DRUG FREE WORK PLACE CERTIFICATION:

In accordance with Florida Statute 287.087, whenever two or more bids, proposals or replies that are equal with respect to price, quality, and service are received by the District for the procurement of commodities or contractual services, a reply received from a business which certifies that it has implemented a Drug Free Workplace Program by signing the enclosed Drug Free Workplace Certification Form, shall be given preference in the award process.

C. FEDERAL DEBARMENT CERTIFICATION FORM:

As required by Executive Order 12549, Debarment and Suspension, 7CFR Part 3017 Section 3017.510 and/or 34 CFR Part 85, Section 85.510, Participants Responsibilities, a sworn statement is enclosed for proper completion and return with the bid for prospective participants in lower tier covered transactions for any single contract or single purchase order in excess of \$100,000.00.

VI. **INDEMNIFICATION/HOLD HARMLESS AGREEMENT:**

A. Awarded proposers shall, in addition to any other obligations agree to indemnify the District to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School Board, their agents, officer, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual alleged; bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting there from, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

- B. The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under worker's compensation acts, disability benefit acts, other employee benefit acts or any statutory bar.
- C. Any costs or expenses, including attorney's fees, incurred by the District to enforce this agreement shall be borne by the proposer(s).
- D. The Indemnification/Hold Harmless provisions shall survive the termination of any contract with the School Board.

VII. INTELLECTUAL PROPERTY RIGHTS:

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

This article will survive the termination of any contract with the School Board.

VIII. SUB-CONTRACTS:

- A. Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.
- B. The proposer(s) will be fully responsible to the District for the acts and omissions of the sub proposer(s) and their employees.

After award of contract, any changes in subcontractors or sub-proposers require prior School District written approval.

IX. AGREEMENT:

- A. The RFP, the proposal, and negotiated terms will constitute the complete agreement between the proposer and the District. If the proposer requires an additional contract, then the proposer(s) should include their sample contract as an attachment to the proposal submitted for review.

X. JOINT PROPOSAL:

- A. In the event multiple proposers submit a joint proposal in response to the RFP, a single proposer shall be identified as the Prime Vendor. If offering a joint proposal, Prime Vendor must include the name and address of all parties of the joint proposal. Prime Vendor shall provide all bonding and insurance requirements, execute any Contract, complete the **REQUIRED RESPONSE FORM** shown herein, have overall and complete accountability to resolve any dispute arising within this contract. Only a single contract with one proposer shall be acceptable. Prime Vendor responsibilities shall include, but not be limited to, performing of overall contract administration, preside over other proposers participating or present at District meetings, oversee preparation of reports and presentations, and file any notice of protest and final protest as described herein. The District shall issue only one check for each consolidated invoice to the Prime Vendor for services performed. Prime Vendor shall remain responsible for performing services associated with response to this RFP.

XI. FUNDING OUT/TERMINATION/CANCELLATION:

- A. Florida School Laws (Section 237.161, Florida Statutes) prohibit School Boards from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

- B. It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.
- C. Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the School Board's then current fiscal year upon ninety (90) days prior written notice to the successful proposer(s). Such prior written notice will state:

- 1.0 That the lack of appropriated funds is the reason for termination, and
- 2.0 Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.
- 3.0 This written notification will thereafter release the School Board of all further obligations in anyway related to the services covered herein."
- 4.0 The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

XII. PERFORMANCE AND PAYMENT BONDS

- A. At the District's discretion it may require, within 10 days from notice of award of bid, the successful bidder (Primary, by type of building) must submit to the District, a satisfactory performance bond executed by the bidder and a Surety Company in an amount equal to fifteen (15%) percent of the bid award. (The bid award will be based, among other items as specified, upon the total number of modular units the District will annually lease from the vendor upon review of the submitted bid documents and evaluation of the bid package.) The performance bond submitted is to serve as security for performance of contract. If the seller (the successful bidder) fails to comply in full with these specifications and/or render any services, as noted therein, during the period of this contract, the District reserves the right to cancel this award and its attendant purchase order and revoke this performance bond. A Certified or Cashier's Check in the amount of 15% of the bid will be acceptable. (A personal or business firm check will not be acceptable.) Upon satisfactory bidder for an item or items for an amount of two thousand dollars (\$2000.00) or less, a performance bond will not be required.) Alternate vendors recommended for award shall not be required to submit a performance bond until an actual purchase order has been issued to the alternate vendor. The same performance bond terms and conditions as stated above will apply to the alternate vendors. The performance bonds shall remain in effect throughout the term of this contract and any extensions periods.

XIII. CONFIDENTIALITY OF INFORMATION SUBMITTED BY BIDDER:

- A. The District reserves the right to retain all copies of the bidders' proposals and associated documentation submitted. Under Florida's public records laws, sealed bids or proposals received by the District pursuant to invitations to bid or requests for proposals may only be kept confidential until such time as the District provides notice of a decision or intended decision within ten (10) days after the bid or 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 bid 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.

XIV. BID QUANTITIES:

- A. At this time the District does not have an estimate for the number of buildings needed.

XV. AUTHORIZATION TO PERFORM UNDER A CONTRACT:

- A. All purchases must be properly authorized in advance. Vendors must first obtain either a printed purchase order 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 District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department 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.

XVI. MINIMUM ELIGIBILITY REQUIREMENTS:

- A. Prior to the district placing any orders under this contract the successful awardee(s) shall:
 - 1.0 Be a properly Certified or Registered Contractor;
 - 2.0 Designate the Architect-of-Record;
 - 3.0 The manufacturer of units shall be certified as a builder of commercial structures by Florida DCA;

XVII. EVALUATION AND AWARDS:

- A. RFP's are received and publicly opened.
- B. The Evaluation Committee will review all proposals submitted.
- C. The Evaluation Committee will assign points in the evaluation of the written proposals and recommendation process in accordance with the evaluation criteria listed in the Evaluation Criteria. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate District personnel and/or outside consultants or advisors. The Evaluation Committee will in turn assign points rating the proposals. From this, the Evaluation Committee may select the best firms, for Oral Presentations.
- D. A selected group of firms may be required to make an oral presentation to the Evaluation Committee. Such a presentation will provide an opportunity for the proposer(s) to clarify their understanding of the District's requirements and to ensure that the District understands their offer. The presentations will be evaluated based on the criteria listed below. See Evaluation Criteria.

If presentations are required, they will be made at the Suwannee County Public Schools District Office, 702 2nd Street NW, Live Oak, FL 32064. The Selected Vendors will be invited to make a thirty (30) minute presentation to be followed by a question and answer session of approximately fifteen (15) minutes in length. The Maintenance Office will schedule any necessary presentations.

- E. The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer(s). If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer(s), the Committee reserves the right to enter into negotiations with the next highest ranked proposer(s) and continue this process until agreement is reached.
- E. Each proposer will be ranked based on an analysis of their proposal, experience and costs. A maximum of 100 points will be awarded based upon the bid proposal, experience and oral presentation of the proposing firm. The following items will be considered:

<u>RFP Proposal Evaluation Criteria</u>	<u>Weighted Value</u>
Delivery Schedule for all modular buildings required	15 points maximum
Financial strength of bidder	15 points maximum

Bonding Capacity	10 points maximum
Florida Contractor License	10 points maximum
Experience of bidder	15 points maximum
Warranty Program	15 points maximum
Scope of Product Line	10 points maximum
Client References	10 points maximum
TOTAL NUMBER OF POINTS:	100 points maximum

Each proposer, invited to give an Oral Presentation, will be ranked based on an analysis of the following:

<u>Oral Presentation Evaluation Criteria</u>	<u>Weighted Value</u>
Delivery Schedule for all modular buildings required	20 points maximum
Financial strength of bidder	20 points maximum
Experience of bidder	20 points maximum
Warranty Program	15 points maximum
Scope of Product Line	15 points maximum
Client References	10 points maximum
TOTAL NUMBER OF POINTS:	100 points maximum

- H. The District reserves the right to accept or reject any or all proposals.
- I. The District reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request clarification or other information to evaluate any or all proposals.
- J. The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.
- K. The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.
- L. The District reserves the right to further negotiate any proposal(s), including price
- M. An award to multiple vendors for the same line items is not expected. The District reserves the right to place orders with those supplier(s) that are most capable of meeting delivery and service needs at the best price.
- N. The Purchasing Department will prepare and submit its recommendation as an agenda item to the Superintendent.
- O. The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- P. The School Board will award or reject any or all proposal(s).

XVIII. LEGAL REQUIREMENTS:

- A. It shall be the responsibility of the proposer(s) to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- B. Proposer(s) doing business with the district are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

XIX. FEDERAL AND STATE TAX:

- A. The District is exempt from federal and state taxes for tangible personal property. The Purchasing Director will sign an exemption certificate submitted by the successful proposer(s). Proposer(s) doing business with the District will not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the District, nor will any proposer be authorized to use the District's Tax Exemption Number in securing such materials.

XX. CONFLICT OF INTEREST:

- A. All proposers must disclose the name of any officer, director, or agent who is also an employee of the District. All proposers must disclose the name of any District employee who owns, directly or indirectly, any interest in the proposers' business or any of its branches.

XXI. ASSIGNMENT OF CONTRACT AND/OR PAYMENT:

- A. This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School District.
- B. The proposer may assign payments under this contract or agreement with prior written notification of the School District.

XXII. POSSESSION OF FIREARMS:

- A. Possession of firearms will not be tolerated on School District property. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun.
- B. No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.
- C. If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School District project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School District shall be terminated.

XXIII. SPECIFICATIONS FOR TYPE IIB PANELIZED MODULAR BUILDINGS:

- A. Within 30 days of award the successful vendor(s) is required to submit plans and documents from DCA for the modular facilities specified herein. The vendor(s) must provide upon delivery to FCPS written proof, which ensures that the unit(s) was inspected and certified by a DCA approved factory Inspector. Each unit shall meet the requirements of the State of Florida Building Code at the time it was manufactured and meet the following minimum specifications:

- 1.0 Be a minimum size of approximately 864 square feet in gross area with either the width or length not less than 24'-0" (this dimension may be approximated to allow for manufacturing designs and transportation). See bid form for more building size information.
- 2.0 Panels minimum testing shall include: ASTM E84, ASTM E119, off-gassing, acoustic, R-value, structural testing (sufficient for approval and approval by a Florida structural engineer), and an IAQ evaluation for listed and to-be listed carcinogens.
- 3.0 At a minimum, a one-hour fire rating shall be provided on the two long walls of the classroom.
- 4.0 At a minimum, the threshold height must be twelve (12) inches or less above grade.
- 5.0 Suspended ceiling grid system with two (2) feet by two (2) feet acoustical lay-in panels system with recessed lighting (lighting as herein specified); minimum 9'0" nominal clear ceiling height.
- 6.0 Provide general illumination and emergency lighting as required by State Department of Education S.R.E.F. rules. Provide a weatherproof exterior light above exterior doors. Illumination in a standard classroom unit shall be designed to FBC.
- 7.0 All exterior doors shall be 3'-0" x 6'-8" x 1 3/4" thick, 18 ga. H.M. with 16 ga. H.M. frames. Each exterior door shall have a Schlage lockset and a door closure. Interior doors to be 3'-0" X 6'-8"
 - 1.1 Doors shall have a level platform on the inside of the door. SCPS will provide the exterior platform. The minimum length of the platform shall be sixty (60) inches and the minimum width shall be the width of the door plus twenty-four (24) inches on the latch side. Exterior doors shall have weather stripping to prevent rain or moisture from entering.
- 8.0 All construction to be insulated per the FBC at time of manufacture. Thermal insulation Energy Code minimum requirements for floor, wall and ceiling/roof construction. Side walls and roof must provide a minimum of R24 insulation value.
- 9.0 Heating, ventilating, and air conditioning per the FBC at time of manufacture.
- 10.0 All structural requirements, including wind hold-down requirements, if applicable, shall be in compliance with FBC and appropriate wind load requirements. Hold-down straps shall be installed in accordance with the engineered drawings submitted for permitting. Building skirting is not required as a part of this contract.
- 11.0 Operating windows shall be furnished in compliance with the FBC rules for natural lighting and ventilation. Awning type windows are not acceptable.
- 12.0 Provide two marker boards 4'-0" x 8'0" with marker tray, a continuous 2" tack strip, equal to Claridge Series 1. Provide one (1) tack board 4'-0" x 4'-0" wide vinyl fabric covered mineral fiberboard equal to Claridge Model 1380,. Provide and install as directed by SCPS.
- 13.0 Interior wall finishes shall be non-combustible vinyl fabric over gypsum. Wall covering must conform to the most recent 2001 FBC requirements.
- 14.0 Carpet floor minimum 28 oz. Face weight nylon tufted carpet meeting Class A requirements and MC-1 Specification for tufted, yarn dyed direct glue-down carpet issued by Florida School Plant Managers Association (F.S.P.M.A.) Division 9, Finishes, Section 09680 Indoor carpeting for general educational facilities use; S.R.E.F. Interior finishes. Carpet shall be tested and certified by the manufacturer as passing the Methylamine Tablet Test.
- 15.0 All clearances, switch-mounting heights, grab bars. etc. shall be in compliance with physically handicapped accessibility standards as listed under D.O.E., S.R.E.F. (OEF CAR and ADAAG).

- 16.0 Communications riser. A ¾" EMT stub out will suffice. The riser shall have the first junction box at 48" A.F.F. (for the pull station). The second junction box will be 52" A.F.F. (for intercom call in switch). The third junction box will be at 72" A.F.F. (for the interroom speaker). The fourth junction box shall remain at the ridge beam; for a smoke detector.
- 14.0 Battery operated emergency lights wired to electrical system to be located adjacent to each exit.
- 15.0 Eight duplex receptacles, 120 volt. Four 4"x4" "J" boxes, one on each wall, 18" high. Two additional 1" conduit runs no longer than 15" each, without wire, shall be included in the bid price. The location shall be determined at a later date prior to construction.
- 16.0 All units with a removable tongue (if applicable) will have the tongue removed and stored under the unit. Axles shall be removed from unit or if not removed shall not be responsibility SCPS if stolen. Wheels and tires shall be removed and stored by the Lessor or he may elect to leave the wheels and tires on the unit at his risk. If tires and/or wheels are damaged, stolen, or deteriorate during the life of the lease, the Lessor, upon being requested to remove the classroom unit, shall replace the wheels and/or tires as required at no additional cost to the School Board.
- 17.0 Toilet rooms shall be accessible for use by the physically handicapped and include:
- 17.1 Water closet with shut-off valve. SCPS reserves the right to select the size (handicapped, regular or small) of the water closet at the time of order at no additional cost. H.C. signage shall be installed per ADA requirements.
- 18.0 Mechanical ventilation with time-delay off switch.
- 19.0 Individual toilet room floors and base may be of solid sheet vinyl without seams and with edges turned up at the walls with heat welded seams to form an integral cove base a minimum of six (6) inches high. A cove shaped molding shall be provided behind the sheet vinyl at the floor-to-wall joint. Walls shall be finished with impervious materials to a minimum height of eight (8) feet and the ceiling with suspended, non-combustible, moisture resistant lay-in tile.
- 20.0 Sanitary Facilities – The areas associated with personal hygiene are multifunction areas with activities including toilet, washing, bathing grooming, and changing clothes and dressing. All areas designed to provide for these activities shall comply with this section. All sanitary drops are to be manifolded to allow a single point connection.
- 21.0 Sink cabinet of plastic laminate covered formaldehyde free particle board with water proof resin., with 4" splashback, stainless steel classroom sink with integral drinking fountain, and goose neck spout, shut-off valve. Cold water supply only.
- 22.0 Use of Materials Containing Formaldehyde
- 22.1 Due to recent reports of the carcinogenic nature of formaldehyde and the irritation caused by Formaldehyde fumes in enclosed spaces; materials containing formaldehyde in excess of low emission standards are banned from the construction of the relocatable classroom units.
- 22.2 Materials in compliance with low omission standards formaldehyde, OSHA. Standard 29CFR 1910.1000, but limiting eight (8) hour exposure to one (1) perm (one part per million in air) are acceptable. Manufactures must provide test evidence showing compliance with this standard before School Board will accept the unit for occupancy.
- 23.0 If it is discovered that materials containing formaldehyde exceeding low emission standards have been used in a relocatable classroom unit accepted by the School Board, the Lessor shall replace that unit on demand with a unit meeting the formaldehyde low emission standards at no additional cost to the Board. This includes the cost of disconnecting utility services.

- 24.0 Door Hardware – Handles, pulls, latches, locks and other operating devices on accessible doors shall have a shape that is easy to grasp with one hand and does not require tight grasping, tight pinching, or twisting of the wrist to operate. Lever-operated mechanisms, push-type mechanisms, and U-shaped exposed and acceptable designs. When sliding doors are fully open, operating hardware shall be no higher than forty-eight (48) inches (1220 mm.) above finished floor.
- 25.0 It is the intent of the SCPS to require the vendor to provide units with the above mentioned specifications. If the specifications conflict with the Type II Panelized Building requirement, it is the vendors responsibility to inform the school board as to the nature of the conflict 7 days prior to the submission of the bid proposal.

XXIV. ADDITIONAL MODULAR BUILDINGS:

Proposer(s) may present for evaluation other modular/portable buildings that as a minimum meet FBC for the type building being submitted. Vendor shall provide all pricing information required to lease and/or purchase these units along with the cost of delivery, block, level, anchoring, dismantle and return charges. Additional buildings will not be used as criteria for awarding this bid.

Include prices on Attachment “C”

XXV. ADDITIONAL OPTIONS:

Proposer(s) may present for evaluation other services and products. Vendor shall provide all pricing information appropriate to each option submitted. Additional options will not be used as criteria for awarding this bid.

Include prices on Attachment “D”

XXVI. MAINTENANCE AND REPAIRS FOR RENTAL UNITS:

- A. The vendor shall include in his bid providing of all repairs necessary to the rental units to maintain them in an acceptable condition as determined by the School Board. The vendor for shall provide a complete service warranty for all components of the modular buildings as long as units are rented to the School Board. Repairs shall be performed within 5 days of notice to the vendor. The Vendor shall be responsible for submitting a request form to SCPS personnel to use when requesting services and tracking status of requests. If the Vendor fails to repair the units within 5 days of notice, the School Board may perform the repairs or contract the repairs the repairs and charge the vendor for all charges incurred for the necessary repairs.
- B. School Board Maintenance personnel will be responsible for the following services only: janitorial services, replace a/c filter, replace light bulbs, site maintenance and lamps, and replace and/or repair items that are above and beyond normal wear and tear or vandalism.
- C. The Vendor shall coordinate the replacement of carpet pursuant to claims under the manufactures standard warranty period. After that time, the school board may replace the carpet or have the vendor replace the carpet based upon the cost plus 25% profit and overhead.
- D. The Vendor shall be responsible for switching the swing of the door if needed due to replacement of the unit.
- E. The Vendor as requested by the school board shall furnish materials and labor to repair damaged units. The school board reserves the right to furnish materials to the Vendor. If the Vendor is required to provide materials and labor the school board shall be billed according to the Vendors actual prices paid for labor and materials used. A copy of the Vendor’s invoices for materials and labor used shall be submitted when requested. The school board shall pay fair market prices for materials and labor plus 25% profit and overhead.
- F. Upon receipt of a request from the School Boards for repairs the Vendor shall prepare a written

estimate of the labor and materials required to complete the work. The estimate shall provide specific information including the following: hourly labor rates and a list of materials required. The estimate shall also include the time work will be started and completed.

- G. The Vendor must return an estimate to the School Board's authorized representative (s) within five (5) workdays, or as otherwise directed.
- H. The estimate provided from the Vendor shall be firm, no increases will be permitted unless unforeseen circumstances arise. The school board reserves the right to enter into "value engineering" negotiations with the Vendor whenever it deems that negotiations will be in the best interest of the School Board. Upon completion of negotiations, a new estimate will be prepared by the Vendor and submitted to the school board for approval.
- I. The Vendor acknowledges that work will be performed only after receipt of an authorized purchase order.
- J. If, during the course of work, the Vendor encounter unforeseen conditions which impact the work and which could not initially be evaluated, the Vendor shall not proceed without written authorization of the School Board's authorized representative (s).
- K. The Vendor shall have sufficient number of personnel, materials, transportation and an adequate inventory of the tools and equipment to perform work at the job site. The vendor shall be held responsible for the on-site supervision, scheduling, receiving and placement of materials.
- L. Emergency Work requests may be needed from time to time. The Vendor shall within twenty-four (24) hours notice meet SCPS personnel at the job sites, review the scope of work, provide an estimate, proceed with work without delay and in general be responsive to the emergency request.
- M. The Vendor shall, and in addition to all other guarantees, be responsible for faulty labor or workmanship and shall promptly correct improper work, without cost to the School Board, within 5 days after receipt of notification of such faulty labor or workmanship. If the Vendor fails within 5 days to correct defects, the Owner shall be entitled to have such work remedied and the Vendor shall be fully liable for all costs and expense reasonably incurred by the Owner. Payments in full or otherwise do not constitute a waiver of this guarantee. The guarantee period shall be effective for one (1) year after acceptance of the work by the School Board.
- N. Precautions will be exercised at all times for the protection of persons (including employees) and property. The Vendor at Vendor's expense will provide barricades, when work is performed in areas traversed by persons or vehicles, or when deemed necessary by the School Board's Representative.
- O. The Vendor shall conform to all Federal, State and City regulations during the performance of the Agreement. Any fines levied due to inadequacies or failure to comply with any and all requirements shall be the sole responsibility of the Vendor. Any person found not in conformance with any laws, statues, rules or regulations will not be allowed on the job site. Continued violations and the Vendor shall constitute cause for immediate termination of the Agreement.
- P. All existing structures, services, roads, trees, shrubbery, etc., shall be protected against damage or interrupted service at all times by the Vendor and the Vendor shall be held responsible for any damage to property caused by reason of his operations on the property.
- Q. Material quality is expected to be commercial grade and of such to accomplish the service work satisfactorily, as specified in the given scope of work for each job. The School Board reserves the right to set the standard of quality for materials for a given job. All materials and labor used shall be billed at the Vendor's actual net cost plus 25% allowance for profit and overhead.

R. JOB CONDITIONS

The Vendor shall be responsible for notifying the school board in writing of any conditions detrimental to proper and timely completion of work. Do not proceed with work until unsatisfactory conditions have been corrected in a manner acceptable to the Vendor.

S. SERVICE WORK

All requested work shall be completed in accordance with all federal, state and local codes.

T. Work To Be Furnished By The School Board (unless otherwise requested): Paper towel and toilet paper dispenser, soap dispensers. All movable casework and furniture needed for classroom use.

1.0 Janitorial service to the classroom unit.

2.0 All utility connections, site work and interior furnishings.

U. SITE WORK

Lessor shall repair any damage to school equipment or site (s) caused by the setup or removal of classroom building. This includes, but is not limited to, damage to lawns, shrubs, sidewalks, drives, buildings, or other property on the site. SCPS will be responsible for providing clear access to the site including removal of all fencing and landscaping.

XXVII. PUBLIC ENTITY CRIME & CONVICTION 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 for the State of Florida 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 a Public Entity.
- May not be awarded or perform work as contractor, supplier, subcontractor or consultant under a contract with any Public Entity.

Applicable Law

The Laws of the State of Florida shall govern this contract: jurisdiction and venue shall lie in Suwannee County, Florida.

XXVIII. REQUIRED RESPONSE INFORMATION – (INFORMATION TO BE INCLUDED IN THE SUBMITTED PROPOSAL)

In order to maintain comparability and enhance the review process, it is required that proposals be organized in the manner specified below. Responses must not exceed one single page per item listed bellow, except where noted.

Title Page: Show the RFP title, proposer name, address, telephone number and the date

Table of Contents: Include a clear identification of the material by section and by page number.

Required Response Form: Include signed “Required Response Form” found at the end of this section.

Experience of Proposer: Show your past experience with modular construction and demonstrate your ability to successfully complete this project. Give the names of the persons who will be authorized to make representation for the proposer, their titles, addresses and phone numbers.

Product Information Sheet: Submit a completed Product Information Sheet so that the District can make a comparison of the product features being bid.

Scope of Products: Identify what types of modular buildings you sell and lease in Florida and explain how your products can assist Suwannee County Schools in meeting their facility needs.

Availability/Delivery: Show a schedule for delivery and installation of a classroom starting at the time you receive the District Purchase Order until the building is delivered to site, blocked, leveled, anchored and trimmed out.

Warranty: Thoroughly explain your warranty program and how you plan to service the modular units in Suwannee County.

Client References: Include a listing of references that can attest to your quality of work and your ability to service your product.

Drug Free Workplace Certification: Include a signed copy of the attached “Drug Free Workplace Certification Form” found at the end of this section.

Financial Strength of Proposer: (this section may exceed the one page limit) Provide most recent financial statement and your company’s current credit rating.

Bonding Capacity: Include a letter for your bonding company that clearly sets forth the bonding capacity of your company.

Contractor License: Include a copy of your current Contractor License for the State of Florida.

Statement of Understanding: Include a completed “Statement of Understanding” form.

Pricing: One completed set of pricing forms must be submitted in a separately sealed envelope. (Attachments A through D)

Note: Entries must be completed in ink or typewritten. An original manual signature is required.

Proposed Evaluation Process:

RFP’s are received and publicly opened. Only names of respondents are read at this time.

The Evaluation Committee will review all proposals submitted.

The Evaluation Committee will evaluate each proposal as to compliance with the attached specifications and scope.

The Evaluation Committee may select a firm for recommendation to the Superintendent and School Board or they may require oral presentations.

The School District of Suwannee County, Florida

Request For Proposal (RFP)

RFP #11-203

REQUIRED RESPONSE FORM

Title: **RFP for Type IIB Panelized Modular Buildings;**

Anti-Collusion Statement/Public Domain

I, the undersigned proposer, have not divulged, discussed or compared this proposal with any other proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

I acknowledge that all information contained herein is part of the public domain as defined in the Public Records Act, Chapter 119 F.S.

PROPOSAL CERTIFICATION

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this "Required Response Form." I further certify full, complete and unconditional acceptance of the contents of this proposal, and all attachment and the contents of any Addendum hereto.

Proposer: (firm name): _____

Street Address: _____

City: _____ State: _____ Zip Code: _____

Print Name of Authorized Representative: _____

Title: _____ Date: _____

Contact Person: _____

Contact Person's Address: _____

Telephone #: _____ FAX #: _____

Proposer Taxpayer Identification Number: _____

Acknowledgement of Addendum (list number): _____

Signature of Authorized Representative: _____

The School District of Suwannee County, Florida

Request For Proposal (RFP)
RFP #11-203

PRODUCT INFORMATION SHEET

Please indicate below the features included in the building being bid:

Size and square feet of proposed building: _____

Fire rating on building side walls: _____

What is the minimum threshold height above grade? _____

Type of ceiling in building: _____

Type of light fixtures provided in building: _____

“R” value of side walls of building: _____

“R” value of roof of building: _____

Type heating, ventilating and air conditioning systems provided: _____

Engineered foundation plans provided: _____

Type of operational windows provided: _____

Size and quantity of marker boards provided: _____

What are the interior wall finishes? _____

Type and weight of carpet provided in buildings: _____

Are code compliant emergency lights provided? _____

Are toilet rooms handicapped accessible? _____

What type flooring is provided in toilet rooms? _____

As a person authorized to sign this statement, I certify that the information provided is true and accurate.

Vendor’s Signature (Authorized Representative)

The School District of Suwannee County, Florida

Request For Proposal (RFP)
RFP #11-203

DRUG-FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statutes 287.087, preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids/RFQ's, which are equal with respect to price, quality and service, are received by the State or any other political subdivision for the procurement of commodities or contractual services, a bid/RFQ received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied Vendors have a drug-free workplace program. In order to have a drug-free workplace program, a small 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 violations of such prohibitions.
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 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 this statement specified in subsection (1).
4. In the statement specified in subsection (1) notify employees that as a condition of working on the commodities or contractual services that are under bid, 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 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 a person authorized to sign this statement, I certify that this firm complies fully with the above requirements.

Vendor's Signature (Authorized Representative)

The School District of Suwannee County, Florida

Request For Proposal (RFP)
RFP #11-203

STATEMENT OF UNDERSTANDING

(This document, with original manual signature, must be included in the sealed envelope with all pricing forms)

The Bidder acknowledges the following:

That he has read, understands and agrees to the terms and conditions stated in the Instructions to Bidders contained in this bid.

PURCHASES BY OTHER PUBLIC AGENCIES - With the consent and agreement of the successful bidder(s), awards may be made under this bid by other public schools and governmental agencies within the State of Florida. Such awards shall be governed by the same terms and conditions as stated herein.

The Bidder further declares that he has examined the requirements and specifications for the materials to be furnished, and has read all special provisions listed therein prior to the opening of bids.

The Bidder proposes and agrees, if this proposal is accepted, to contract with the Suwannee County Public Schools, in the form of contract specified, to deliver the materials/services listed, at the prices set forth. Furnish all labor, material, equipment, transportation permits and insurance necessary to perform the work in compliance with bid documents including Scope of Work, Specifications and Contractor's One (1) Year Warranty.

WARRANTY: Materials/Services are guaranteed against defects in materials and workmanship for a period of One (1) year on all purchased buildings.

Term of Contract: The term of the contract shall be for five years (5) years. Both parties may extend this contract for three (3) additional years at the same terms and conditions if mutually agreeable.

The District reserves the right to accept or reject any or all proposals.

The district reserves the right to waive any irregularities and technicalities and may, at its sole discretion, request a clarification or other information to evaluate any or all proposals.

The District reserves the right to further negotiate any proposal(s), including price.

NAME OF RFP: _____

LEGAL NAME OF BIDDER: _____

MAILING ADDRESS: _____

TELEPHONE: _____

FAX: _____

SIGNATURE: _____ DATE: _____

PRINTED NAME: _____ TITLE: _____

The School District of Suwannee County, Florida

Request For Proposal (RFP)
RFP #11-203

ATTACHMENT "A" - RFP Modular Unit and Accessory PURCHASE COST Bid Form
Type IIB Panelized Modular Units
 (Items per RFP Specifications)

ITEM	DESCRIPTION	AMOUNT
Item 1:	Type IIB Panelized 24'x36' Classroom Unit;	
1.	Without restroom	\$.00
2.	With one (1) restroom	\$.00
3.	Cost of delivery to site	
4.	Cost for block, level and anchoring	

Note ALL Variations to Bid Documents:

What was Specified	What is Proposed	Reasoning

End of Attachment "A", Modular Unit Purchase Bid Form
(Also refer to Attachment "B", Modular Unit Rental Bid Form)

The School District of Suwannee County, Florida

Request For Proposal (RFP)
RFP #11-203

ATTACHMENT "B" - RFP Modular Unit and Accessory RENTAL COST Bid Form
Type IIB Panelized Modular Units
 (Items per RFP Specifications)

ITEM	DESCRIPTION	AMOUNT
Item 1:	Type IIB Panelized 24'x36' Classroom Unit;	
5.	Without restroom	\$.00
6.	With one (1) restroom	\$.00
7.	Cost of delivery to site	
8.	Cost for block, level and anchoring	
9.	Cost of dismantle at end of lease	
10.	Cost for return deliver to vendor	

Note ALL Variations to Bid Documents:

What was Specified	What is Proposed	Reasoning

End of Attachment "B", Modular Unit Rental Bid Form
(Also refer to Attachment "A", Modular Unit Purchase Bid Form)

The School District of Suwannee County, Florida

Request For Proposal (RFP)
RFP #11-203

ATTACHMENT "C" - Other Modular Buildings

Item Description -

1.	Purchase Price	\$.00
2.	Month Rental Price	\$.00
3.	Cost of delivery to site	
4.	Cost for block, level and anchoring	
5.	Cost of dismantle at end of lease	
6.	Cost for return deliver to vendor	

The School District of Suwannee County, Florida

Request For Proposal (RFP)

RFP #11-203

ATTACHMENT "D" - Other Options