

# ***Monroe County School District***

## ***INVITATION TO BID***

***ITB 2020012***

## **Key Largo School Gym Renovation**



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***Superintendent of Schools***

## ITB 2020012 – Key Largo Gym Renovation

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**INVITATION TO BID**

**NOTICE IS HEREBY GIVEN TO PROSPECTIVE PROPOSERS that on February 7, 2020 at 9:00 AM the School Board of Monroe County (the "School District" or "School Board") will open sealed proposals for the following:**

**ITB 2020012**  
**Key Largo Gym Renovation**

*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](http://www.demandstar.com) . The public record documents are available on the district web site at [www.KeysSchools.com](http://www.KeysSchools.com) or by contacting the Internal Services Department / Purchasing Division, 241 Trumbo Road, Key West, FL 33040.*

*Questions regarding the proposal should be directed by e-mail to Jessica Bailey – Buyer, [Jessica.Bailey@KeysSchools.com](mailto:Jessica.Bailey@KeysSchools.com).*

*From time to time, addenda may be issued to this solicitation. Any such addendum will be posted on [www.demandstar.com](http://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.*

*Proposals must be submitted electronically to [www.demandstar.com](http://www.demandstar.com). Hard copy or email proposals will not be accepted. All proposals must be received by the Internal Services Department / Purchasing Division on or before February 7, 2020 at 9:00 AM. No waivers shall be allowed for proposals which have not been submitted by the deadline date.*

*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.*

Suanne C. Lee, CPPO, CPPB, FCRM, RMLO  
Director of Internal Services

*Released in Key West, Florida, January 3, 2020*

**ITB 2020012 – Key Largo Gym Renovation**

***District School Board of Monroe County  
Internal Services Department / Purchasing Division***

***PROPOSAL FORM***

**ITB 2020012 – Key Largo Gym Renovation**

***BID DUE /BID OPENING DATE/TIME: FEBRUARY 7, 2020 AT 9:00 AM***

***PROPOSALS MUST BE SUBMITTED ELECTRONICALLY  
TO [WWW.DEMANDSTAR.COM](http://WWW.DEMANDSTAR.COM). HARD COPY OR EMAIL  
PROPOSALS WILL NOT 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  
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 45 inclusive of this Invitation to Bid, 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 Invitation to Bid, and any released Addenda and understand that the following are requirements of this ITB 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 \_\_\_\_\_

## ITB 2020012 – Key Largo Gym Renovation

### Scope of Work

1. General – The Monroe County School District is requesting bids for contractors to perform renovations at the Key Largo School Gymnasium. This contract shall include all engineering, labor, and materials to complete the work described in this scope. **The contractor is to man the project on May 1, 2020. The project must be 100% complete prior to 8/1/2020.** Progress meetings including the contractor, school administration, and district project manager shall be held at regular intervals twice per month starting after the project is awarded. Renovations shall include the following:
  - a. Base Price Including:
    - i. Complete cleaning including ceiling, building steel, ceiling trusses, walls, floors, and windows. Windows shall include interior and exterior cleaning.
    - ii. Interior painting of gym, gym lobbies, concessions area, and restrooms walls only. Interior and exterior painting of gym exterior doors. Paint floor of concessions area with epoxy based floor paint.
    - iii. Installation of new urethane gym floor. Basketball layout shall be shifted 6' to the west to create space for the team benches. New out of bounds on east side shall be 10' off of the east wall. New flooring shall include gym lobbies.
    - iv. Relocation of North and South existing goals to match the new floor layout.
    - v. Relocation of volleyball standard sockets to match the new floor layout. Add four additional standard sockets to create two side by side volleyball courts. One will be on either side of the gym partition. No game lines will be added for the side by side courts.
    - vi. Replacement of four East and West side goals with folding retractable goals with adjustable height backboards.
    - vii. Remove and replace all existing wall pads with same size in the same locations. Allow for school selected graphic and color selection.
    - viii. Remove and replace all wall receptacles and face plates.
    - ix. Concessions area renovation including removal and replacement of cabinets and roll up serving door. Reroute drain under the floor. Reroute other lines over head. No lines should be left running across the floor.
    - x. Fire extinguisher cabinets – remove existing recessed cabinets. Fill masonry to match similar to surrounding wall. Remount fire extinguishers in surface mount plastic cabinet.
    - xi. Replacement of telescopic bleacher system adjusted for the new flooring. 10 row bleacher Kodiak 2400 series, fully ADA compliant,
    - xii. Restroom rejuvenation including new mirrors, sinks, sink faucets, flushometers, HVAC diffusers and grills, and replacement of flushometer supply lines from wall through toilet or urinal. Install new V shaped vandal resistant urinal screens. Replacement of damaged wall tiles.

## ITB 2020012 – Key Largo Gym Renovation

- xiii. Replacement of HVAC duct sox with double walled spiral duct. Paint color to be selected by the owner. Install trim around HVAC duct on north filling the rough opening void. Paint to match new duct.
  - b. Alternate pricing for replacement of 40 gymnasium metal halide and high pressure sodium lights with LED fixtures.
  - c. Alternate pricing for new sound panels and cloud baffles.
  - d. Alternate pricing for Gym sound system – Head end equipment shall be located in the north east mechanical room. Include the rack cabinet, amplifiers, speakers, two wireless microphones, and all other components needed to make a complete and operational system.
  - e. Alternate pricing to create a new built in trophy case on the wall opposite of the concessions stand. The trophy case shall be the full width of the wall. The glass shall be tempered impact glass with doors located to access all areas. Hardware shall be heavy duty stainless steel with cabinet locks for doors. The bottom shall be 18" above finished floor. The top of the glass front shall be 6'8" AFF. The depth shall be 24". Provide adjustable shelving brackets and 2 sets of full length 12" shelves. The top and bottom shall be framed with standard metal stud framing. The top shall extend 18" above where the glass ends. All framing shall be covered with vandal resistant sheet rock and finished to match the building. Trophy case interior shall be painted flat black. Provide LED cabinet lights in the top to illuminate the trophy case. Power shall be sourced from existing wall outlet on that wall.
2. There will be a **MANDATORY** pre-bid walk through meeting on January 15, 2020 at 9:00 AM at the Key Largo School (104801 Overseas Hwy, Key Largo, FL 33037). Vendors should check in at the front office.
3. Site Security
- a. All on site personnel must obtain a Monroe County Schools ID badge indicating they have cleared required district security checks, prior to being sent on site. The contractor will need to arrange for staff to go to the Key West or Tavernier personnel department for finger printing. They will also need to be responsible for the fingerprinting cost of around \$75 per employee.
  - b. This contractor is responsible for maintaining a secure work site. The property shall be completely secured at the end of each work shift. No dangerous condition shall be left unattended.
  - c. The contractor shall use the NE double door as the primary construction entrance. Construction parking shall be on the east side of the gym close to the NE doors. If additional parking or access is needed it must be coordinated with the school administration.
  - d. Provide temporary fencing outside of other gym doors if opened to the campus. Fencing shall be approximately 10' away from the door and create a secure enclosure. This shall remained locked when the campus is occupied.
4. Performance Bonding – include in pricing a 100% performance bond. Bond is required to be kept active throughout the project up until final payment is received.
5. Materials
- a. Sound panels and baffles

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- i. All sound panels, clouds and baffles shall have ASTM E-84 class A fire rating.
- ii. All panel, baffle, and cloud colors shall be selected by the school from the manufacturer's standard colors.
- iii. Materials must be non-toxic, non-carcinogenic, and must not contain fiberglass.
- iv. Provide and install 50 Ceiling clouds. They shall be 4'x4' and 1.5" thick. They shall be fabric coated or painted. Panels shall have a Noise reduction Coefficient (NRC) of 0.95 or better. Clouds shall come with mounting eyes on the four corners. Cloud panels are to be evenly distributed across the gym ceiling. Mounting height shall be uniform and level approximately 9" above the bottom of the building steel.
- v. Wall panels shall be Acoustical Solutions Alphaperf metal acoustic panel or prior approved equal. Pattern shall be V-groove and the panels shall be mounted on factory stand offs. Panels shall have a metal frame with a perforated aluminum skin. Acoustic sound absorbing materials shall be encapsulated inside. Panels shall be impact resistant and specifically designed for a gym type environment. Panels shall have a NRC of 1.25 or better. Install panels in locations shown in the attached drawings. Provide cutouts as needed for basketball goal rigging, fire alarm devices, signage, and other permanent wall mounted items.
  - 1) North and South walls
    - a) Provide panels from wall to wall from 86" above the finished floor up to the beginning of the decorative block.
    - b) Continue with the same size and layout into the lobbies but only on the north or south facing walls.

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*Figure 1- Sound Panel North Wall*

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*Figure 2 - Sound Panels South Wall*

### 2) East wall

- a) Provide panels from wall to wall from 86" above the finished floor up 96" to tie beam under windows.

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*Figure 3 - Sound Panels East Wall*

### 3) West wall

- a) Provide panels from wall to wall from above bleachers to under windows. Panels shall be ~60" high.
- b) Provide panels on the walls at the ends of the bleachers. Panels shall be ~60" high and shall go from corner to corner. Mount to not interfere with bleachers or bleacher occupants.

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*Figure 4 - Sound Panels West Wall*

- b. Gym flooring shall be Connor Sports Elastiplus or prior approved equal. Base layer shall be at least 6mm thick. Base layer shall be sealed with polyurethane seal coats. It shall have a 2mm wear layer to distribute point loads. The top coat layer shall be a three part solvent free urethane coating. Colors of court and lines shall be from the manufacturer's standard colors. Contractor shall coordinate color selections and line layouts with the owner prior to installation. Court lines will include multiple games including but not limited to basketball, volleyball, side basketball, and other floor games requested by the school. Provide proof copies via email to the school administration and Director of Maintenance for review and approval. Final approval shall come from Director of Maintenance.
- c. Basketball Backstops shall be Draper or prior approved equal. Backstops shall fold up towards the ceiling for storage. Goal shall have an adjustable height backboard to allow for lower rim/backboard heights. Both folding and height adjustment shall be electric. Provide with safety belt.

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- d. Gym wall pads shall be DSG sports 2" wall pad or prior approved equal. Pads shall have 7/16" OSB wood backing and flange mounting system and hardware. Foam shall be 2" high density 100 lbs. ILD polyfoam. Exterior shall be a gloss vinyl laminated polyester fabric. Provide with customized graphics as selected by the school administration.
- e. Framing, shelving, and sheet rock
  - i. All new framing shall be galvanized steel. Select gauge appropriate for the load with a minimum thickness of 16 gauge. Seal all cuts with cold galvanization spray paint.
  - ii. All wood used shall be pressure treated. Paint shelving flat black.
  - iii. Sheet rock shall be extreme duty, impact resistant Georgia Pacific DensArmor Plus or prior approved equal.
- f. Electrical Receptacles and wall plates
  - i. Receptacles shall be Hubbell or Leviton, 20 amp with stainless steel face plate. All shall be tamper proof. Outlets within 6' of a source of water shall be GFCI.
  - ii. Abandoned electrical connections and wall boxes shall be blanked off with stainless steel cover plates.
- g. Fire extinguisher cabinets shall be similar to CATO Chief Plastic Fire Extinguisher Cabinet. Cabinet shall be white with red markings. May be pull to open or break to open style. Provide breaker bar if break to open style is used. Size cabinet based on existing extinguisher. Provide with felony warning decal.
- h. Wall cabinets shall be white plastic outdoor type cabinets with plane fronts and stainless steel pull handles. Cabinets shall match the size and location of the existing concession stand up cabinets.
- i. Gym Bleachers shall be Kodiak Series 2400 or Interkal telescopic bleachers or prior approved equal. Bleachers shall fit in the same footprint when open. Bleachers shall be 10 rows high and the full width of the existing bleachers. Bleachers are to be fully ADA compliant. Seating shall be contoured seat modules made from HDPE. Color to be selected by the school administration from manufacturer's standard colors. Bleachers shall have the following features:
  - i. Bleacher seats shall be 9-10" wide.
  - ii. Posi-Drive traction system to electrically open and close the bleacher seating
  - iii. Self-storing end rails
  - iv. End Panels
  - v. ADA isles and cut outs
  - vi. Painted steel P handles that fold flat for storage
- j. Bathroom fixtures
  - i. Sinks shall be American standard single center hole commercial sink 0356921.020 or prior approved equal.

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- ii. Sink faucets shall be Moen metering faucet model 8884 or prior approved equal.
- iii. Flushometers shall be Sloan G-2 or prior approved equal.
- k. Bathroom accessories
  - i. Replace mirrors with ADA compliant mirror. Mirror shall be at least 18" x 24" tempered glass. Provide with a fixed angle and no shelf.
  - ii. Install a vandal resistant urinal screen between the two urinals. Urinal divider screen shall be Acorn 1724 or prior approved equal.
- l. Paint
  - i. Interior finish paint for walls and ceilings shall be equal to Benjamin Moore "ben" semi-gloss paint.
  - ii. Metal surface paint shall be equal to Sherwin Williams DTM metal paint system.
- m. HVAC ductwork – Existing duct socks shall be replaced with double walled insulated spiral duct and associated diffusers. New duct shall replace the air flow characteristics and distribution exactly. New ductwork shall be painted to match the building. Color is to be selected by the school principal. All diffusers are to be low noise all aluminum diffusers and grills. Replacement diffusers and grills shall directly match the existing.
- n. LED gym lights shall replace existing one for one at the current locations using the current wiring. Contractor shall investigate electrical requirements needed for new lights. New lights shall be Lithonia Lighting JCBL 18000LM or prior approved equal. Provide fixtures with full wire guards and safety cables. The light color shall be 4000k. Each of the replacement fixtures shall be 18000 lumens.
- o. Sound System
  - i. Rack Cabinet shall be Atlas Racks WMA series or prior approved equal. Rack shall be sized for all equipment supplied plus 25% room for additional components. Include a Lowell RPC-4CD rackmount panel with remote power control.
  - ii. Amplifier shall be QSC CX 404 4 channel 250 Watt or prior approved equal.
  - iii. Stereo Mixer shall be Shure SCM262 or prior approved equal.
  - iv. Digital Audio Server shall be BiAmp Systems Tesiraforte1 12 in/8 out 8 CH USB or prior approved equal. Include Tesira TEC1i Ethernet control.
  - v. CD/Media Player shall be Denon DN-300C or prior approved equal.
  - vi. Loud Speakers shall be Eastern Acoustic Works VFR159i or prior approved equal.
  - vii. Wireless microphone system shall be Shure SLX or prior approved equal. Provide directional antennae and two PG58 wireless microphones.

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- viii. Microphone jack and wall mount connections shall be Plateworks or prior approved equal.
- ix. Wire and cables shall be Belden or prior approved equal.

### **6. Execution**

- a. All work shall be performed in accordance with the most current edition of the Florida Building Code, NEC, Florida Plumbing Code, ASREA, SMACNA, and the State Requirements for Educational Facilities.
- b. Materials shall be installed per the manufacturer's written instructions.
- c. All work shall be performed in a neat and workmanship like manner parallel to the lines of the building.
- d. All exterior hardware and fasteners shall be stainless steel or hot dipped galvanized.
- e. All products to be used in performing this work shall be submitted to the owner for approval prior to purchasing and use.
- f. Project shall start at the top and work down. Work shall be planned to not have lifts or scaffolds on the new gym flooring.
- g. Drive pin type fasteners and construction adhesive shall not be used to mount items to the walls.
- h. Remove and dispose of all unused items on the gym walls including but not limited to; wall brackets, speakers, switches, white boards, microphone jacks, and backing plates. This includes items deactivated under this project.
- i. Cleaning
  - i. High gym areas shall be cleaned and dusted to be free from dust, dirt, and construction debris. Old sound panel clouds shall be removed, cleaned, and turned over to the owner. Building steel, cables and other high surfaces shall be vacuumed and thoroughly dusted.
  - ii. Gym divider is to be lowered and thoroughly cleaned. Re-clean at the end of construction.
  - iii. Surfaces to be painted shall be cleaned according to the paint manufacturer's written instructions. At a minimum this includes removal of all visible dust and dirt by vacuuming and dusting. Surfaces shall be approved as clean by the District Building Official prior to applying paint.
  - iv. If liquid cleaning agents are used they shall have a pH between 6.5 and 9.5. Caustic cleaners are not to be used. Care shall be used to prevent water from damaging the gym facility. Standing water shall not be allowed. Liquids must be cleaned up as they accumulate.
  - v. At the end of the project a final cleaning shall be performed to remove all evidence of construction activities.
- j. Sound Panels

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- i. Ceiling panels shall be suspended from the building steel using cabling per the manufacturer's written instructions. Panels shall be mounted level and flat with the bottom of the panel 9" above the bottom of the building steel.
- ii. Wall panels shall be mounted on factory standoffs per the manufacturer's written instructions. Fasteners shall be screws. Drive pin type fasteners are not acceptable.
- k. Gym Flooring – Install per manufacturer's written instructions.
  - i. Prior to installation a factory rep shall examine the prepped floor and provide a written letter indicating the floor is acceptable for installation of the new floor.
  - ii. Old sockets for gymnastics and other sports that will not be used in the new layout shall be filled with Non shrink grout.
  - iii. When floor is completed a factory rep shall examine the floor and provide a written letter indicating that the floor was installed correctly.
  - iv. Game lines shall be as the school desires. The contractor is to carefully coordinate the line and game layouts with the school principal. Volleyball shall be realigned with the new basketball layout. Electronic proofs shall be used to show the appearance of the lines and colors prior to them being painted on the court.
  - v. Relocate volleyball standards to match the new floor layout. Use existing if possible. If not reusable replace with the same as existing.
- l. Gym wall pads – old pads are to be removed and disposed of. New pads shall be mounted with factory hardware and screws to the CMU walls. Gluing is not acceptable.
- m. Basketball goals and Volley Ball recessed standard floor sockets – relocate all six basketball goals and volleyball net floor sockets to align with the new gym floor layout. Replace all manual crank wenchers for raising goals to be electric. Provide and install electric controls for raising and lowering the four side backboards to allow for youth use.
- n. Bleachers – Old bleachers shall be removed and disposed of. New bleacher system shall be securely mounted to the wall in the same location as the old. This work is to be done after high cleaning and new gym floor installation. Bleachers shall be adjusted to correctly travel over the new gym floor surfacing.
- o. Bathroom
  - i. All fixtures and flushometers shall be offered to the owner for parts. Items not taken by the owner shall be disposed of under this contract.
  - ii. All sinks shall be firmly mounted to the wall with factory wall brackets and appropriate wall backing per the manufacturer's written instructions.
  - iii. Finished restrooms should look like new construction when completed.
- p. Painting

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- i. Colors to be selected by the owner.
- ii. Verify paint to be used is compatible with the existing condition of the surface to be painted. Use primers or sealers to mitigate if needed.
- iii. Walls may have simple graphics incorporating up to four colors. At a minimum there shall be a medium shade wainscot from floor to ~6'.
- iv. Previously painted wall surfaces require two finish coats only unless color change requires the use of a primer.
- v. Gym metal trusses shall be painted with two finish coats only unless color change requires the use of a primer.
- vi. On raw metal provide a base coat and two finish coats.
- vii. Paint all backing plates, areas behind wall mounted accessories, walls around devices protected by wire or plastic guards.

### **q. HVAC**

- i. Old duct socks are to be removed and disposed of under this contract.
- ii. All new ductwork shall be insulated and sealed.
- iii. New spiral duct shall replace the flow and function of the duct socks that were removed.
- iv. Sufficient diffusers shall be provided to adequately direct the air with a minimum of noise. All areas of the gym shall be accounted for in the flow layout.
- v. New ductwork shall be supported in a manner to be free from sags and bends. Duct work shall be run above the level of the building steel. The main run shall be parallel to the lines of the building.
- vi. Provide adaptors and transitions as needed to connect from the existing metal ductwork to the new spiral ductwork. Transitions shall be double walled or externally wrapped in insulation.

### **r. LED gym light replacement**

- i. Old light fixtures shall be offered to the owner prior to disposal.
- ii. All lights shall be installed in a neat and professional manner. The bottoms of the fixtures shall all be at the same elevation.
- iii. Install all manufacturer's safety cables and guards.

7. Liquidated damages - \$250 per calendar day for each day elapsed with the project incomplete beyond the contracted completion date.

8. Warranty

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- a. Warranty work shall be corrected by the contractor at no additional cost to the owner. Warranty period shall begin on the date the project is completed as documented by a completed work order in the owner's system. Warranty items shall include defective workmanship, parts, or equipment for one year.
  - b. All warranty work is to be completed in a timely manner following the response times listed in this document. Reasonable shipping times for parts and equipment will be considered.
9. Bidders who do not meet the following qualifications will not be considered.
- a. Contractor Requirements:
    - i. Building or General Contractor License issued by DPBR.
    - ii. Experience in performing commercial remodeling work of this size, nature, and complexity projects over \$300,000.00.
  - b. Ability to insure and list Monroe County Schools as an additional insured.
  - c. Proof of ability to provide a performance bond for the project.
10. A committee will review bids to determine if they are respondent, complete, and from a qualified bidder. Bids deemed respondent will be ranked by weighted price from the submitted price sheet and submitted to the school board for review.

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### **Local Preference**

#### **A. Definition:**

Except where otherwise prevented by statute, code, administrative ruling, law, or funding source restrictions, including anything that may be related to disaster recovery for FEMA reimbursement compliance, the District may give preference in the procurement of goods or services to a vendor who meets all of the requirements listed herein:

#### **B. Application of Local Preference:**

1. Informal Quote/Informal Bid (under competitive threshold amount): When the District solicits informal quotes, bids, proposals or a reply to purchase goods or service, if the lowest responsible and responsive quote, bid, proposal, or reply is from a non-local bidder, (low bid) and there are vendors that have been given local preference designation by meeting all of the criteria outlined herein, you would take the lowest price local preference bid (lowest local bidder) and, if that price is within 5% of the non-local bid price, the local preference low bid would be given the opportunity to submit an offer in writing to match the non-local low bid price within 3 business days of the date of notice. If the lowest local bidder submits a bid that matches the low bid within the three business days, then the award shall be made to the lowest local bidder. If the lowest local bidder declines or is unable to match the low bid price then the award shall stand with the non-local low bid and be awarded as such.

2. Competitive solicitations (ITB): When the District solicits competitive bids in order to purchase goods or service, if the lowest responsible and responsive bid is from a non-local bidder, (low bid) and there are vendors that have been given local preference designation by meeting all of the criteria outlined herein, you would take the lowest price local preference bid (lowest local bidder) and, if that price is within 5% of the non-local bid price, the local preference low bid would be given the opportunity to submit an offer in writing to match the non-local low bid price within 3 business days of the date of notice. If the lowest local bidder submits a bid that matches the low bid within the three business days, then the award shall be made to the lowest local bidder. If the lowest local bidder declines or is unable to match the low bid price then the award shall stand with the non-local low bid and the notice of recommendation to award would be issued as such.

3. Competitive solicitations (RFP): In a request for proposal various factors are used to evaluate the responses from vendors and are assigned points based off a matrix that is included in the original bid document. In this instance, a local preference factor would be included in that matrix with a point value of 5. If there are vendors that have been given local preference designation by meeting all of the criteria outlined herein, those vendors would receive the 5 points for the local preference factor, all other vendors would receive a zero. Once the final rankings are complete the results stand as ranked and the notice of recommendation to award would be issued as such.

#### **C. Criteria for Local Preference Designation**

Boundaries - Bids are procured based on the geographic areas needed within the district. Application boundaries will be within 25 miles of any one of the district locations in that geographic location. Bids are procured by either specific City whereas boundaries will apply to that city, Regions (ie: Lower Keys (sites within Key West to Sugarloaf Key), Middle Keys (Marathon area sites) or Upper Keys (first site north of Marathon city limits extending to the northernmost Key Largo school site), or District Wide (encompassing district facilities from Key West to Key Largo).

In order to qualify for local preference, the bidder would be required to meet all of the following criteria and submit required documentation in each bid package for which they wish to have it applied. Any bidder who fails to submit sufficient documentation with their bid or proposal, shall not be granted local preference consideration for the purposes of that specific award.

- Vendor must fill out a Local Preference Affidavit and submit with bid solicitation for which preference is being applied **and**
- Principal address registered with Department of State as operating out of an office within 25 miles of boundaries of the location for which goods/services are being solicited, or if the job pertains to the entire

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district, then any one of the cities located within Monroe County, as evident by State Business License (COPY MUST BE SUBMITTED) **and**

- Business is listed with the chief licensing official in Monroe County as having a business tax receipt within 25 miles of boundaries of the location for which services are being solicited for at least one year prior to solicitation; (COPY MUST BE SUBMITTED) **and**
- Affirm that at least 50% of workforce live in Monroe County (via local Preference affidavit); **and**
- At least one member (director or principal) of the entity shall reside within Monroe County (Copy of DL or FL ID Card Must be Submitted).

### NOTES:

1. Joint Ventures can qualify if at least one of the two entities meets the test set forth above and the combined local workforce of the joint venture is at least 50% local.
2. You cannot use a PO Box to prove address verifications above.
3. Preference is calculated based on the total bid or quote price, including any alternate or optional services or products in the bid or quote selected.
4. Vendors found to have falsified documentation with regard to local preference certification will be subject to suspension up to/including debarment.

### D. Exceptions

1. Application of local preference in no way prohibits the right of the agency to compare the quality of goods/materials proposed, type of service, overall proposal, qualifications of those submitting bids/proposals.
2. Further, local preference in no way prohibits the right of the District to apply other rankings for other geographic requirements (response time, knowledge of SREF, knowledge of city/county building requirements/codes, etc. District staff and bid committee members are to evaluate the bid, quote, proposal or response and select based on the best value/best interest of the agency with options provided in proposals, etc.
3. The Board reserves the right to withhold application of local preference if in the best interests of the District or where the application of preference would conflict with a statute, administrative rule, or the terms of any grant funding of the purchase or contract.

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### **Bid Documents Required**

The following documents and forms in the following arrangement must accompany each bid submitted:

- ☐ Bid Proposal Form
- ☐ Bid Documents Required Checklist
- ☐ Addenda Acknowledgement Form
- ☐ Contractor Rules Form
- ☐ Debarment Certification
- ☐ Identical Tie Proposals Form
- ☐ Non-Collusion Affidavit
- ☐ Business/Personal Relationship Disclosure Affidavit
- ☐ Drug Free Workplace Form
- ☐ W-9
- ☐ Vendor Information Sheet
- ☐ Proof of insurance at specified levels, ability to provide a performance bond for the project, and copies of required licenses
- ☐ Documentation of experience in performing commercial remodeling work of this size, nature, and complexity (projects over \$300,000.00).
- ☐ Reference Form
- ☐ Price Sheet
- ☐ Local Preference Affidavit and backup (if applicable)

I, \_\_\_\_\_ (name), an authorized officer of \_\_\_\_\_  
(company/vendor), confirm that the above listed documents are provided in our bid being submitted to the Monroe County School District and confirm that I have read and understand the ITB document in its entirety.

\_\_\_\_\_  
Signature

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### Price Sheet

Base Price Lump Sum \$ \_\_\_\_\_

Alternate for LED lighting in gym \$ \_\_\_\_\_

Alternate for Sound attenuation wall panels \$ \_\_\_\_\_

Alternate for Sound attenuation cloud panels \$ \_\_\_\_\_

Alternate for Sound System \$ \_\_\_\_\_

Alternate for Trophy Case \$ \_\_\_\_\_

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**REFERENCE FORM**

Provide three references from agencies you have provided similar goods or services to in the past three (3) years.

**Reference # 1**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference # 2**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

**Reference # 3**

Organization Name: \_\_\_\_\_ Telephone # \_\_\_\_\_

Contact Name: \_\_\_\_\_ Email Address: \_\_\_\_\_

Scope of Work Provided: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Project Dollar Value: \_\_\_\_\_ Present Contract Status: \_\_\_\_\_ Contract Dates: \_\_\_\_\_

Authorized Representative's Signature \_\_\_\_\_ Date: \_\_\_\_\_

Name (Printed) and Title: \_\_\_\_\_

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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 ITB 2020012		
DATE:	TIME (ET):	ACTION:
January 3, 2020	8:00 AM	Release Solicitation
January 3, 4, 2020	Publication	Notice of Solicitation /Bid Opening
January 15, 2020	9:00 AM	Mandatory Pre-Bid Meeting (Open to Public – Key Largo School, 104801 Overseas Hwy, Key Largo, FL 33037)
January 24, 2020	5:00 PM	Last day for submission of written questions to MCSD
January 28, 2020	5:00 PM	Last day for MCSD to post answers to questions
February 7, 2020	9:00 AM	Proposal Due/Bid Opening (Open to Public – MCSD Administration Bldg. 241 Trumbo Road, Key West, FL 33040)
February 7, 2020	5:00 PM	Recommendation to Award
February 25, 2020	3:00 PM	Board Meeting (Open to Public – Marathon High School Media Center, 350 Sombrero Beach Road, Marathon, FL 33050)

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### **C. SUBMISSION REQUIREMENTS**

**Proposals must be submitted electronically to [www.demandstar.com](http://www.demandstar.com). Hard copy or email proposals will not be accepted.**

1. DemandStar requires that all documents be downloaded, completed, saved and reuploaded to submit your proposal. DemandStar does not support online document completion.
2. The Vendor Contact Information page on the DemandStar site has a required field "BID AMOUNT". The District does not require this field to be completed, but in order to complete the process DemandStar requires input. It is suggested that you input zero. All the District requirements should be included in number one above.
3. It is recommended that you incorporate your response into one document or as few separate uploads as possible when submitting your proposal to DemandStar.
4. The District will only consider proposals that have been uploaded and submitted through DemandStar prior to the bid closing date and time. Allow sufficient time to complete your proposal.
5. **IMPORTANT INFORMATION:** When finished uploading all required documents, at the end of the document, you must submit your response. After clicking "Submit Response" the following process will begin:
  - a. DemandStar will verify that your response is complete as entered.
  - b. You will see a confirmation page with your confirmation number and date/time stamp of your upload.
  - c. You will receive a confirmation e-mail indicating a successful response submittal.
  - d. If you do not receive any of the above, please call DemandStar Supplier Services at (800)711-1712.
6. Be advised that registering with DemandStar is a FREE service if registering to receive Monroe County School District solicitations.

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.

The proposal package must be submitted no later than February 7, 2020 at 9:00 AM.

### **D. WRITTEN EVALUATION / ORAL INTERVIEW OR PRESENTATION EVALUATION**

Responses will be distributed to a selection committee for review and evaluation. The evaluation criteria will be listed in the scope of work of this document. The committee will then discuss and scores will be tallied. After an evaluation of the proposals, the selection committee may select a vendor or conduct interviews or request presentations from a short list of vendors.

In accordance with Florida Statute 286.0113, the oral interviews, presentations, and evaluation committee meetings will be exempt from the public meeting requirement (F.S. 286.011) in cases where the following activities occur:

1. Any portion of a meeting at which a negotiation with a vendor is conducted pursuant to a competitive solicitation, at which a vendor makes an oral presentation as part of a competitive solicitation, or at which a vendor answers questions as part of a competitive solicitation is exempt from s.286.011 and s. 24(b), Art. I of the State Constitution.

Any portion of a team meeting at which negotiation strategies are discussed is exempt from s. 286.011 and s. 24(b), Art. I of the State Constitution.

2. A complete recording shall be made of any portion of an exempt meeting. No portion of the exempt meeting may be held off the record.

The recording of, and any records presented at, the exempt meeting are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids or proposals, whichever occurs earlier.

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### ***E. 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.

### ***F. INSURANCE REQUIREMENTS***

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.

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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 MUST BE SUBMITTED ELECTRONICALLY TO DEMANDSTAR.COM.** *Hard copy or email proposals will not be accepted. 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 Internal Services Department / Purchasing Division is not responsible for timely submission of proposals. The Respondent is responsible to allow adequate upload time ensuring confirmation of submission from DemandStar is received by the specified due date and time.

- 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. Hard copy, 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 Internal Services

Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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.

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

- j) **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.

- k) **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 **Request for Qualifications** being addressed. District staff will make a reasonable effort to locate information in the proposals;

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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 [Jessica.Bailey@KeysSchools.com](mailto:Jessica.Bailey@KeysSchools.com). The Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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](http://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 respondent's responsibility to check [www.demandstar.com](http://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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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 anticipates assigning or subcontracting, identify all the

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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](http://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. Hard copy, 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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 quantities during the term of this contract or to delete any item

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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 Internal Services Department / Purchasing Division 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 after 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division'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 proposal; however, in the event of a minor omission or oversight on the part of the

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respondent, the Internal Services Department / Purchasing Division (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 Internal Services Department / Purchasing Division 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 Superintendent will then recommend the vendor receiving the highest point score 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.

**30. REJECTION OF PROPOSALS:** A proposal may be rejected by the Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division, a *Notice of Intent to Award* will be posted on [www.demandstar.com](http://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 Internal Services Department / Purchasing Division 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](http://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 Internal Services Department / Purchasing Division 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 Internal Services Department / Purchasing Division. 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.

**33. NOTIFICATION OF SOLICITATION AWARD:** After the Board awards a solicitation, the Internal Services Department /

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Purchasing Division 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](http://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 Internal Services Department / Purchasing Division. 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 Internal Services Department / Purchasing Division 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 9:00 AM and 3:00 PM, 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 new product identical to the one ordered within 30 days of notification at no charge to District.

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**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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**ACKNOWLEDGMENT OF ADDENDUM**

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](http://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

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**STATEMENT OF NO BID**

NOTE: If you do not intend to bid on this requirement/project, please upload this form immediately to [www.demandstar.com](http://www.demandstar.com). Thank you.

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/manufacture/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: \_\_\_\_\_

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### 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 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 2 CFR Chapter 180, 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

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### **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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MONROE COUNTY SCHOOL DISTRICT  
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: \_\_\_\_\_

Nature of services presently being offered to School District: \_\_\_\_\_

2) (CHECK ONE BOX) ☐ I have (OR) ☐ I have not at any time prior to this application, had a **business relationship** with any employee or board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee or board member's name with whom you have done business, the type of work that was performed and the years worked. \_\_\_\_\_

\_\_\_\_\_

3) (CHECK ONE BOX) ☐ I have (OR) ☐ I DO NOT have a **personal relationship** (this includes family) with an employee of OR a board member of the School District of Monroe County, Florida.

IF YOU ANSWER I HAVE: Please list details of the relationship including the employee(s) or board member(s) name with whom you are related, and your ties to that person (spouse, mother, brother, cousin, or related by marriage, partners, etc.) \_\_\_\_\_

\_\_\_\_\_

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. **I hereby agree to keep the School District of Monroe County, Florida, informed of any change to the information contained herein. I further understand and agree that discovery of any undisclosed relationship can and will lead to termination of any ongoing contracts, and may potentially lead to me being banned from conducting future business with the school district.**

\_\_\_\_\_  
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:

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**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.



**ITB 2020012 – Key Largo Gym Renovation**

Monroe County School District  
Vendor Information Sheet

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

Federal EIN/SSN: \_\_\_\_\_

Primary Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Payment Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

Phone: \_\_\_\_\_ ext. \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**ITB 2020012 – Key Largo Gym Renovation**

**MONROE COUNTY SCHOOL DISTRICT  
LOCAL VENDOR AFFIDAVIT**

The undersigned, as a duly authorized representative certifies to the best of his/her knowledge, that the vendor meets the definition of a “Local Business” by meeting ALL of the following criteria:

- a) Principle address registered with the Department of State showing an address within 25 miles of the boundaries of the city for which goods/services are being solicited, or if the job pertains to the entire district, then any one of the cities located within Monroe County, (copy of license required) AND
- b) Is listed with the chief licensing official for the City/County having a business tax receipt within 25 miles of the boundaries of the location for which goods/services are being solicited at least one year prior to the date of the solicitation, (copy of license required) AND
- c) Attests that they maintain a workforce that is made up of at least 50% of its employees from within Monroe County, AND
- d) At least one member (director or principal) of the entity shall reside within Monroe County (copy of ID required).

Please submit with your bid proposal, this signed, notarized form, along with copies of:

- ☐ State Business License
- ☐ Monroe County Business Tax Receipt
- ☐ Florida State Driver’s License or ID

**Failure to include this form, together with the copies requested, will result in denial of certification as a local business for preference purposes.**

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

Name of Representative Signing Below: \_\_\_\_\_

Current Local Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Signature of Representative Date

State of \_\_\_\_\_

County of \_\_\_\_\_

The forgoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_ by \_\_\_\_  
\_\_\_\_\_, of \_\_\_\_\_

Name of Representative Name of Company  
☐ who is personally known OR has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
Signature of Notary (Stamp or Seal)