

REQUEST FOR PROPOSAL NO. 03C-005FJ RFP for Relocatable Modular Classroom Buildings

DATE:	February 24, 2003	DATE ADVERTISED:	January 17, 2003
DATE SOLICITED:	January 7, 2003	DATE OPENED:	January 22, 2003
PRESENTED TO BOARD:	March 12, 2003	DATE POSTED:	March 14, 2003

CONTRACT PERIOD: March 13, 2003 through March 12, 2006
 DEPARTMENT: 9102 FUNCTION: 7410 OBJECT: 6322 FUND: 3917
 FUNDING SOURCE: Capital Budget-Portables
 REQUESTING DEPARTMENT: Maintenance and Plant Operations
 91 RFPs Solicited, 6 Responses (5 RFPs, 1 No Proposal) 85 No Response
 15 M/WBEs Solicited, 0 M/WBE Responses (0 RFPs, 0 No RFPs) 15 M/WBE No Response

FINANCIAL IMPACT
The financial impact to the Capital budget is estimated at \$ 30,000,000. The source of funds is the Maintenance and Plant Operations budget.
Purchase orders processed from February 17, 2000 through February 10, 2003 total \$ 23,089,328.

Services to be provided include purchase and/or lease of relocatable modular classroom and non-instructional buildings. Vendor will be responsible for delivery, assembly, installation and relocation of modular units.

Royal Concrete Concepts is not a certified M/WBE. Royal Concrete Concepts has established a policy for implementing M/WBE participation for the purpose of identifying and pre-qualifying certified M/WBEs that are capable of providing goods/services; increasing the amount of business conducted with minority and women-owned business; establishing goals to allocate business to minority and women-owned businesses; provide management and technical assistance to minority and women-owned businesses. Royal Concrete Concepts will utilize a certified woman-owned business, Song & Associates, Inc., for architectural services on this project. Royal Concrete Concepts has committed to 15% M/WBE participation on this project.

<u>VENDOR</u>	<u>MINORITY STATUS</u>	<u>TOTAL POINTS AWARDED</u>
C. R. KLEWIN	--	81.3
ROYAL CONCRETE CONCEPTS	--	<u>96</u>
WILLIAMS SCOTSMANS	--	76.2

LEGEND:
 _____ = Award
 () = Reject

MINORITY - (2-Black, 3-Hispanic, 4-Indian/Alaska, 5-Asian, 6-Women, 7-Disabled, 8-Other)

CONSIDERATION OF INDEMNIFICATION: Awardee(s) recognizes that in order to comply with FS 725.06 the District must include an amount paid to the awardee(s) in consideration for the awardee(s) agreeing to indemnify the District. The amount of TEN DOLLARS (\$10) to be included on the awardee(s) initial invoice, per Special Condition, Indemnification and Hold Harmless, as consideration for this contract.

The Evaluation Committee, consisting of District staff, convened and reviewed all responsive proposals. It is the recommendation of the Committee to award this contract to Royal Concrete Concepts, the highest rated proposer.

RECOMMENDATION: The contract award was made to Royal Concrete Concepts, the highest rated responsive, responsible proposer based on the evaluation criteria outlined in the RFP.

Failure to file a protest within the time prescribed in §120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes and applicable Board rules, regulations and policies. Offers from the vendors listed herein are the only offers received timely as of the above opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

If a proposer wishes to protest a RFP, they must do so in strict accordance with the procedures outlined in FS 120.57(3). Any person who files an action protesting a decision or intended decision pertaining to this RFP pursuant to FS 120.57(3)(b), shall post with the Purchasing Department, at the time of filing the formal written protest, a bond secured by an acceptable surety company in Florida payable to the School District of Palm Beach County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000. Bond shall be conditioned upon the payment of all costs that may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding. In lieu of a bond, a cashier's check, certified bank check, bank certified company check or money order will be acceptable form of security. If, after completion of the administrative hearing process and any appellate court proceedings, the District prevails, it shall recover all costs and charges included in the final order of judgment, including charges by the Division of Administrative Hearings. Upon payment of such costs and charges by the protester, the protest security shall be returned. If the protest prevails, he or she shall recover from the District all costs and charges, which shall be included in the final order of judgment.

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