

# SCHOOL DISTRICT OF PALM BEACH COUNTY

## PURCHASING DEPARTMENT

### REQUEST FOR PROPOSAL (RFP)

#### REQUIRED RESPONSE FORM

03C-005F

DATE: January 7, 2003

TITLE: RFP FOR RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite A-323, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on January 22, 2003, and plainly marked RFP 03C-005F. Proposals are due and will be opened at this time.

#### Anti-Collusion Statement / Public Domain

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

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

#### Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 38 inclusive of this Request for Proposal, and all appendices and the contents of any Addendum released hereto. Proposal must be signed by an officer or employee having authority to legally bind the proposer.

PROPOSER (firm name): \_\_\_\_\_

STREET ADDRESS: \_\_\_\_\_

CITY & STATE: \_\_\_\_\_

PRINT NAME OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

SIGNATURE OF AUTHORIZED REPRESENTATIVE: \_\_\_\_\_

TITLE: \_\_\_\_\_ DATE: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_

CONTACT PERSON'S ADDRESS: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_ FAX: \_\_\_\_\_ TOLL FREE: \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_ INTERNET URL: \_\_\_\_\_

PROPOSER TAXPAYER IDENTIFICATION NUMBER: \_\_\_\_\_

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

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**RFP FOR RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS**

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- B. M/WBE Subcontractor Participation Summary
- C. Drug-Free Workplace Certification
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**SCHOOL DISTRICT OF PALM BEACH COUNTY**

**RFP FOR RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS**

**1.0 INTRODUCTION**

- 1.1 This is a Request for Proposal (RFP) for the purchase and/or lease (consistent with Section 9.0, Scope of Services) of **RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS** to the School District of Palm Beach County, Florida (the District).
- 1.2 All terms and conditions of this RFP, any addenda, proposer's submissions and negotiated terms, are incorporated into the contract by reference as set forth herein.
- 1.3 Document files may be examined, during normal working hours, ten days after proposals have been opened.

**2.0 INSTRUCTIONS TO PROPOSER**

- 2.1 All proposals for Phase I Evaluation must be received no later than 2:00 PM, on January 22, 2003. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Department of Purchasing, Suite A-323, 3326 Forest Hill Boulevard, West Palm Beach, Florida 33406-5813.
- 2.2 Any proposal received after the stated time and date, will not be considered and will be returned unopened to the proposer(s).
- 2.3 One manually signed original and **EIGHT (8)** photocopies of the proposal must be sealed in one package and clearly labeled "**REQUEST FOR PROPOSAL FOR RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS**" on the outside of the package. The legal name, address, proposer's contact person, and telephone number must also be clearly annotated on the outside of the package.
- 2.4 All proposals must be signed by an officer or employee having authority to legally bind the proposer(s).
- 2.5 Any corrections of unit prices must be initialed. This includes corrections made using correction fluid (white out) or any other method of correction.
- 2.6 Proposer should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.
- 2.7 Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.
- 2.8 Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

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2.9 **DELIVERY OF RFPS:** When hand delivering your RFP, proposers must follow the School District's security access procedures. The procedures are as follows:

- A. Park in visitors' parking area.
- B. Enter building through the front door.
- C. Present RFP to Purchasing Department receptionist for official date/time stamping.

**PROPOSERS SHOULD ALLOW AT LEAST 30 MINUTES TO FOLLOW THE ABOVE PROCEDURES AND SUBMIT THEIR RFP TO THE PURCHASING DEPARTMENT RECEPTIONIST, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.**

**3.0 TIME SCHEDULE**

3.1 The District will attempt to use the following time schedule which will result in selection of a proposer(s).

January 14, 2003	Pre proposal Conference
January 14, 2003	All written questions and inquiries are due.
January 22, 2003	Phase I Evaluation due no later than 2:00 PM.
January 27, 2003	*Phase I Evaluation Committee Meeting
February 3, 2003	Phase II Evaluation due no later than 2:00 PM.
February 5, 2003	Oral Presentation
February 6, 2003	* Phase II Evaluation Committee Meeting
February 12, 2003	Posting of Recommendation.
March 12, 2003	Recommend proposer(s) to the School Board for approval.

\* These meetings are open to the public.

3.2 Notification of any changes to the time schedule will be made to proposers by US certified mail, e-mail or fax.

3.3 Response to inquiries regarding the status of a proposal must not be made prior to the posting of award recommendation.

**4.0 AWARD**

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

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

4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit evidence of qualifications or any other information the District may deem necessary.

4.4 The District reserves the right, prior to Board approval, to cancel the RFP or portions thereof, without penalty.

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- 4.5 The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.
- 4.6 After completion of Phase II evaluations, the two proposals with the highest number of points will be ranked primary and secondary; however, nothing herein will prevent the School Board of Palm Beach County, Florida, from making multiple awards and to deem all proposals responsive, and to assign work to any firm deemed responsive.
- 4.7 The District reserves the right to further negotiate any proposal, including price, with the highest rated proposer. If an agreement cannot be reached with the highest rated proposer, the District reserves the right to negotiate and recommend award to the next highest proposer or subsequent proposers until an agreement is reached.

**5.0 TERM OF CONTRACT / RENEWAL**

- 5.1 The term of this contract shall be for three years from the date of award, and may, by mutual agreement between the School Board and the awardee, be renewable for two additional one-year periods. The Board, through the Purchasing Department, will, if considering renewing, request a letter of intent to renew from the awardee prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardee will be notified when the Board has acted upon the recommendation. All prices shall be firm for the term of this contract. The awardee agrees to this condition by signing their proposal.

**6.0 FUNDING OUT, TERMINATION, CANCELLATION**

- 6.1 Florida School Laws prohibit School Board from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.
- 6.2 It is necessary that fiscal funding out provisions be included in all RFPs in which the terms are for periods of longer than one year.
- 6.3 Therefore, the following funding out provisions are an integral part of this RFP and must be agreed to by all proposers:

The School Board may, during the contract period, terminate or discontinue the services covered in this RFP only at the end of the School Board's then current fiscal year upon 90 days prior written notice to the successful proposer.

Such prior written notice will state:

- a. That the lack of appropriated funds is the reason for termination, and
- b. Agreement not to replace the services being terminated with services similar those covered in this RFP from another vendor in the succeeding funding period.

**“This written notification will thereafter release the School Board of all further obligations in any way related to such equipment covered herein”.**

- 6.4 This completed statement must be included as part of any contract submitted by the successful proposer. No contract will be considered that does not include this provision for “funding out”.

**7.0 RFP INQUIRIES**

7.1 Any questions concerning conditions and specifications must be submitted in writing and received no later than 5:00 p.m. EST, January 14, 2003. Questions received in writing by the time and date specified will be answered in writing. Mrs. Brady is authorized only to direct the attention of prospective proposers to various portions of the RFP so that they may read and interpret such for themselves. Neither Mr. Ford nor any employee of the District is authorized to interpret any portion of this RFP or give information as to the requirements of the RFP in addition to that contained in the written documents.

Send all inquiries to attention:

Mrs. Sandra Brady, Senior Purchasing Agent IV  
Purchasing Department  
School District of Palm Beach County  
3326 Forest Hill Boulevard  
West Palm Beach, FL 33406  
(561) 434-8172 FAX (561) 434-8185

7.2 If necessary, an addendum will be mailed or delivered to all who are known by the Purchasing Department to have received a complete set of proposal documents.

7.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.

7.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the request for proposals or one which includes postponement of the date for receipt of proposals.

7.5 No verbal or written information which is obtained other than by information in this document or by addendum to this RFP will be binding on the District.

**8.0 PRE-PROPOSAL CONFERENCE**

8.1 A pre-proposal conference will be held at the School District of Palm Beach County, School Food Service Building, 3661 North Interstate Park Road, Riviera Beach, Florida, 33404, on January 14, 2003 at 9:00 a.m. All prospective proposers should attend said pre-proposal conference.

8.2 Directions: Exit I-95 East at Blue Heron Blvd. And proceed to first traffic light at Garden Road. Turn South (Left) onto Garden Road and drive approximately ¼ mile; turn West (Right) onto North Interstate Park Road. School Food Services is the second building on the right. Park in the gated parking lot and enter building at the blue crosswalk.

8.3 Bring all questions in writing. Compose your questions on paper, ask your questions at the pre-proposal conference and give the facilitator the written copy of your questions. Please write each question that you will ask on a separate piece of paper showing the RFP page number to which the question refers. After you ask your questions, the District facilitator will collect your written copy of the questions asked. Submitting your questions in writing will assist in the preparation of an addendum and will eliminate any confusion in understanding your questions.

**9.0 SCOPE OF SERVICES**

- 9.1 The purpose and intent of this request for proposal is to secure firm prices and establish a term contract for the purchase and/or lease of relocatable modular classroom buildings, and non-instructional buildings as specified herein. The School District of Palm Beach County is the nation's 14<sup>th</sup> largest school district. The District has 138 schools with a total permanent student capacity for 123,800. The shortage of student stations is accommodated in approximately 1800 portables located at school sites throughout the District. Of these 1800 portables, the District owns approximately 1400 units. These portables are in varying conditions, but many are older (built as early as 1960), and are in need of replacement. The District is undergoing a 5 year \$850 million building program to meet the existing and future educational housing needs of our students. This building program includes the construction of 23 new schools and the major modernization of 32 existing schools, many of which will include the construction of additional classrooms.
- 9.2 The modular units are for various schools and departments located throughout Palm Beach County and **are not** for delivery to any central location. The successful proposer(s) shall provide all necessary items and equipment for complete installation, to include covered walkways and concrete sidewalks.
- 9.3 Successful proposer(s) shall notify the District of time of arrival of modular unit(s). The District shall inspect the modular unit(s) and reserve the right to reject any modular unit(s) that do not meet specifications.
- 9.4 Successful proposer(s) shall be responsible for off-loading, assembly and making modular units ready for hook-up to District's system. Successful proposer(s) shall also be responsible for blocking, leveling, set-up and tying down of modular units. The School District of Palm Beach County shall have the site inspected and deemed ready for hook-up before acceptance by the District.
- 9.5 The District may request relocation of modular unit(s) periodically. If requested, the contractor shall be responsible for relocation of the types and sizes of modular unit(s). It is imperative that a modular unit within a cluster be capable of being relocated without disrupting the function of the units remaining in the cluster.
- 9.6 School operation must not be disrupted during the delivery and set-up of modular units. The Contractor's right to work and his obligations under this contract shall be subservient to the School Principal's right to operate the school in a safe and reasonable manner. The Contractor shall expect and shall be required to do all things necessary to schedule and reschedule all tasks as necessary without interruption and/or additional costs to the District.
- 9.7 The successful proposer (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, English speaking supervisors, equipment, machinery, tools, materials, transportation, and other facilities and services necessary to fully complete all work specified herein.
- 9.8 The contractor shall be responsible to ensure frequent pick-up of all refuse, rubbish, scrap materials, and debris that result from their operations so that the work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc., shall be transported from the premises. **NO** rubbish shall be deposited as fill on the work site. At completion of work, the contractor shall remove all work materials, tools, construction equipment, machinery, and surplus materials from the work site and shall leave area in ready to use condition.
- 9.9 Safeguard of all equipment, tools, materials, etc., at the work site is the contractor's responsibility.

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- 9.10 The contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operations at the work site.
- 9.11 Contractor shall correct any and all damage caused by their operations to the District's satisfaction at no additional cost to the District.
- 9.12 The contractor shall have an English-speaking supervisor/representative on the worksite at all times. This representative shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and shall have the authority to act on the contractor's behalf.
- 9.13 The contractor shall be responsible for the appearance of all working personnel assigned to the projects (clean and appropriately dressed) at all times, and their compliance with School Board Policies and Rules prohibiting smoking and consumption of alcohol and illegal drugs while on campus.

**10.0 PERFORMANCE AND PAYMENT BOND**

- 10.1 The successful proposer shall furnish a surety bond as security for faithful performance of the order(s) awarded as a result of this RFP, and for the payment of all persons performing labor, and on their furnishing materials in connection therewith. Surety of such bond shall be in an amount equal to the purchase order. The Attorney-in-Fact who signs the bond must file with the bond a certificate and effective dated copy of power of attorney. Bonding company must appear on U.S. Treasury list. Performance and payment bond must be forwarded to the Director of Purchasing within 15 days of notification of purchase order. If this bond is not received said purchase order will be subject to cancellation.

**11.0 PERMIT AND LICENSES**

- 11.1 Successful proposer shall be responsible for obtaining any necessary construction, installation permits and/or licenses and shall comply with all local codes and ordinances without additional cost to the District.

**12.0 WARRANTY**

- 12.1 Items purchased by the District shall be guaranteed to be free from defects in workmanship and/or materials for a period of two years. However, if the manufacturer warranty is greater than two years than the manufacturer warranty shall prevail. The successful proposer shall agree to repair and/or replace any and all items that may become defective during the warranty period at no additional cost to the School District. This includes cost of freight pick-up and delivery.

**13.0 LIQUIDATED DAMAGES**

- 13.1 Time of completion is of the essence. Should the contractor fail to complete the work within the time specified, and provided the contractor has not previously obtained an extension of time, the School Board reserves the right to collect liquidated damages. Said liquidated damages shall be assessed at the rate of \$100 per day per unit for each calendar day that work remains incomplete after time allotted.

The date of completion of the work will be the date certified by the District's inspectors that project is completed in accordance with the provisions of the purchase order and this invitation to bid.



**14.0 LEASE PROVISIONS**

- 14.1 The District shall be relieved from risk of loss or damage to all modular unit(s) leased during the period of transportation, installation, and the entire time the equipment is in the possession of the District except when loss or damage is due to fault or negligence of the District.
- 14.2 Lease agreement(s) shall be effective on the date of acceptance of the modular unit(s). The date of acceptance is that date on which the modular unit(s) are installed at the agreed to lease location and the modular unit(s) are certified ready for use by the contractor and accepted by the District as installed and ready-to-use.
- 14.3 Lease agreements shall terminate upon completion of the specified lease agreement period. If the District continues to possess or occupy the modular unit(s) leased after the expiration of the lease, the District shall then be considered to have renewed the lease agreement on a month-to-month basis and will pay the current monthly lease rate negotiated between the vendor and the School District.
- 14.4 The District shall inform the lessor of the location of leased modular unit(s) on an annual basis. Lessor shall have the right to inspect modular unit(s) at any time during the term of the lease agreement. If there is a problem with a modular unit(s) condition or its operation, both parties shall inspect it and a formal report shall be created and agreed upon by both parties. All repairs required by the lessor shall be completed within thirty (30) days. If the lessor and the District determine the modular unit(s) is overloaded beyond normal capacity, misused, abused and/or neglected, the lessor may remove the modular unit(s) with 30 days notice to the District.
- 14.5 The District shall have the right, upon providing lessor with thirty (30) day prior written notice, to purchase any leased modular unit(s) equipment in an "as-is, where-is" condition for the purchase price submitted on the price proposal page included in the Cost of Services in Phase II Evaluation Criteria of this RFP.
- 14.6 A lease agreement may be cancelled at any time and for no reason during the lease period with a 30 day written notice given by the District to the vendor.

**14.7 LEASED MODULAR UNIT MAINTENANCE**

- 14.7.1 Maintenance shall be included in all leased modular unit(s) and shall remain throughout the lease period. Maintenance shall include full coverage maintenance including, but not limited too, preventive maintenance, service calls and replacement of all defective or worn parts.
- 14.7.2 The lessee's responsibilities will be limited to the following: custodial cleaning of portables, changing of air filters, changing of light bulbs, setting the thermostat, and only the repair of damage resulting from vandalism.
- 14.7.3 Lessor shall be responsible for all repairs and/or cleaning to electrical devices, heating, ventilation, and air conditioning equipment, repair roof leaks, door repairs, flooring and other repairs as deemed necessary by the District.
- 14.7.4 Lessor shall provide service response within twenty-four (24) hours notice by the District. Should the lessor fail to respond to the service call within the specified time, the District will notify the lessor and proceed with needed repairs. Costs for repairs will be withheld from the lessor's payment. Lessor shall provide authorized local service representative to respond to emergency repairs.

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14.7.5 In the event that any unit becomes unsafe or service components cannot be repaired or replaced, the lessor shall provide a replacement unit at no additional cost to the District. The lease payment will be prorated for any time lost in use of the unit.

**15.0 SPECIFICATIONS OF RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS**

15.1 GENERAL REQUIREMENTS

15.1.1 All modular units offered shall be new, manufacturer's current or latest model unit.

15.1.2 The contractor/building manufacturer shall provide on each modular unit, at a location to be agreed upon with the District, a permanent identity plate, which contains the following information: building manufacturer name and address, building serial number(s), and date of manufacture.

15.1.3 State Board of Education requirements adopted pursuant to Chapter 120, Florida Statutes, to the State Uniform Building Code for Public Educational Facilities Construction in Chapter 1013, Florida Statutes, requires public schools to conform to the Florida Building Code (FBC), and the Florida Fire Prevention Code (FFPC). Both are incorporated by reference and made a part of this contract.

15.1.4 Accessibility requirements for children with disabilities shall comply with the requirements of U.S. Department of Justice and the U.S. Architectural and Transportation Barriers Compliance Board, and FBC, Chapter 11 – Building (FBC-B). Accessibility requirement for adults with disabilities shall comply with the Florida Accessibility Code Building Construction, implemented under the “Florida Americans with Disabilities Accessibility Implementation Act of 1993”.

15.2 FOUNDATION

15.2.1 Include all foundations applicable to the system proposed to meet the structural criteria of FBC-B.

15.2.2 Foundation to provide structural stability when relocating the system such that the foundation in conjunction with the system can be lifted from the unit ends.

15.2.3 Provide a 6 Mil vapor/radon barrier under foundation.

15.3 CONCRETE

15.3.1 The moving, placing, testing, and curing of all concrete work shall conform to the current Building Code Requirements for reinforced concrete (ACI 318) and Specifications for Structural Concrete for Buildings (ACI 301).

15.3.2 The strength of concrete to be used in the project shall be a minimum of 3,000 psi.

15.4 WIRE FABRIC

15.4.1 Welded wire fabric shall have a minimum yield strength of  $F_y$ -60,000 psi. Wire fabric shall be lapped in accordance with the provisions of ACI 318. Size of wire fabric shall be not less than 6 inch x W1.4 x W1.4 woven of electrically welded fabric conforming to the requirement of ASTM A1 85.

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15.5 FLOOR CONSTRUCTION

15.5.1 Floor system is to be steel reinforced poured concrete. The system is also to be designed for transporting without damage to the classroom or non-instructional building.

15.6 BUILDING SYSTEM

15.6.1 A complete Design Analysis, signed and sealed by a Registered Florida Professional Engineer will be required prior to permitting.

15.7 FRAME CONSTRUCTION

15.7.1 Must be designed as clear open space, no interior posts or columns permitted.

15.8 WALL CONSTRUCTION

15.8.1 Walls must be Type IV, concrete construction. Exposed structural fasteners will not be permitted.

15.9 WALL INSULATION

15.9.1 Shall be a minimum of R-6, exterior vapor barrier must be provided.

15.10 ROOF CONSTRUCTION

15.10.1 The roof system must be Type IV. Roof shall be designed to support a minimum live load of 20 lbs per square foot, in addition to the required windload.

15.10.2 Durability of the roof due to rupture, structural failure, perforation or corrosion shall be warranted for a period of twenty (20) years by the manufacturer.

15.11 ROOF INSULATION

15.11.1 Shall be a minimum of R-19 with vapor barrier facing exterior.

15.12 VAPOR BARRIERS

15.12.1 In South Florida (with hot and humid climate) the thermal insulation materials shall be installed with **vapor barrier facing the exterior** of the building, **or facing spaces with higher temperature and humidity**, away from the air conditioned spaces. This practice is the reverse to some instructions for cold climates printed on the insulation materials.

15.12.2 Other vapor resistance materials such as paints or finishes shall be applied on the **exterior surfaces** of the building.

15.13 DOORS AND HARDWARE

15.13.1 Quality Standards: U.S. Department of Commerce Standard #PS4-66 for 1 ¾" – thick Flush Steel Doors and Frames. Federal Specification #RR-D-575a.

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15.13.2 Door Leaves: 18 gage pre-painted – R14.5 insulated door leaf, 1 ¾' full flush type, 3070 doors. Reinforced channels of 14-gage steel. Vinyl top closing cap. ANSI Standard A-1 15.1.

15.13.3 Door Frames: 16-gage G-90 galvanized steel 4 ¾" jamb.

15.13.4 View Panel: Each door shall have a view panel, with minimum dimensions of 8" X 42" and a maximum of 1296 square inches, of ¼" tempered or safety glass install with the bottom edge of the panel at 30" AFF.

15.14 HEATING, VENTILATING, AIR CONDITIONING

15.14.1 HVAC shall be one {1} 3.5 ton Bard wall mounted unit or approved equal. (Heat pump is not allowed).

The system shall contain:

- 5 KW heat strip
- Sound insulated plenum
- Galvanized Steel, insulated ductwork
- Minimum 6 standard {insulated} ceiling defusers
- Lockable cover on thermostat
- Programmable electronic timer w/ lockable cover
- Return air can be ceiling or through-wall to unit
- Outside fresh air to be filtered and meeting SREF requirements.
- Outside air designed for 7.5 CFM of outside air per occupant.
- 2" pleated filters
- Remote non-fused disconnect near unit per code with lockable cover

15.15 ELECTRICAL

15.15.1 Electrical system shall meet the Florida Building Code, the Florida Fire Prevention Code, District LCCCG and District Electrical Design Criteria.

15.15.2 Provide 125A, 120/240 V, single phase load center with 125A main circuit breaker. Cutler Hammer or approved equal. Load center shall have lockable door.

15.15.3 Wiring shall be copper, installed in EMT conduit. Provide grounding conductor in all circuits.

15.15.4 Provide 10 general purpose duplex receptacles, evenly spaced, minimum 2 per wall.

15.15.5 Provide 8 duplex receptacles with surge protectors, two duplex receptacles located next to each data outlet box.

15.15.6 Provide two battery pack emergency light fixtures.

15.15.7 Provide recessed light fixtures with energy saving electronic ballast and T8 lamps to be operated by switches located at each door. Provide two level switching(half of light fixture controlled with one switch and the other half controlled with another switch) . Light fixtures to be secured to all four corners to the structure. Provide security lighting outside at each door. Illumination shall be designed to provide an average maintained 60 footcandles at desk top.

15.15.8 Cover plates for junction boxes shall be stainless steel.

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15.15.9 Provide conduit with pull string and outlet boxes for the following systems:

- 1 Fire alarm pull station, one fire alarm horn/strobe inside and one WP, JB outside.
- 2 Intercom speaker above white board and call in button beside it.
- 3 Four data outlet boxes, two on wall opposite A/C and two on wall opposite white board. Provide 5 feet space between data outlet boxes.
- 4 Two security junction boxes located in corners near doors.
- 5 Heat detector(s) as required by code.
- 6 Telephone box.
- 7 TV outlet with power receptacle next to it.

Electrical wiring and system conduits shall terminate in 8"x 8"x 4" waterproof metal boxes installed in a row outside. Bottom of boxes shall be 12 inches from bottom of portable.

15.16 PLUMBING

Water closets to be handicap tank type  
Lavatory to be handicap wall hung  
Lavatory fixtures to be metal  
Water supply to be Copper, Type "L" as per Standard Plumbing Code  
Sanitary waste to PVC – Schedule 40  
Accessories:  
18" X 30" stainless steel Framed Mirror  
Grab bars per code

15.17 DOORS, WINDOWS, HARDWARE

15.17.1 Type IV will have 2 means of egress as required by code for Type IV.

15.17.2 All entry doors to be minimum 3-0 X 6-8, fully insulated minimum 16 gauge galvanized steel with LCN closer. Doors shall be equipped with handicapped hardware. And equipped w/Schlage key cylinders {both doors}. Doorframes shall be hollow metal. Windows shall be single hung, of sufficient size and a minimum of five per unit comprising no less than 5% of the floor space of the unit (except restroom portable). Each window shall be operable aluminum frame and provided with a screen, window sill to be 32" A.F.F.

15.17.3 Windows shall be ¼" tempered/safety glazed.

15.18 CEILING

15.18.1 Finished ceiling height shall be a minimum of 9 feet A.F.F.

15.18.2 Shall be suspension system with commercial quality double web construction, installed per manufacturer's instructions.

15.18.3 Main runner and tee grid shall be minimum .15 metal thickness as well as hemmed wall mold.

15.18.4 Material shall be cold rolled electro galvanized steel, installed per manufacturers instructions. Ceiling tiles shall be 2' X 4', 5/8" acoustical, mineral composition with a 10- year humidity resistant warranty (except restroom portable).

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15.19 MARKER BOARD AND TACK BOARD IN CLASSROOM UNITS

15.19.1 Two 4' X 8' white marker board with aluminum frame, full-length solid chalk tray with returned ends, and map rail.

15.19.2 Two 4' X 4' vinyl on insulated tack board with aluminum frame.

15.19.3 Both shall meet District standards as listed in LCCCG

15.20 FLOOR COVERING

15.20.1 Floor covering to be resilient flooring sheet vinyl in accordance with District standards. Vinyl cove base 4" minimum is to be use as trim.

15.21 FLOOR, WALL AND CEILING FINISHES IN RESTROOM WITHIN CLASSROOM PORTABLE

15.21.1 To have solid sheet vinyl {without seams} floor covering continuous ending no less than 6" above floor on walls, corners seams to be heat welded, chamfer {cove shaped molding} at wall to be floor for smooth transition from floor to wall. Walls to be finished with impervious surface. Lay-in ceiling tile is permitted in restroom provided it is moisture resistant and meets current SREF code.

15.22 FOUNDATION

15.22.1 The School District of Palm Beach County will provide soil bearings with recommendations, unless it has been determined that the soil bearing capacity is 2,000 psf or more.

15.22.2 The Vendor shall provide foundations or pilings and grade beams, depending on the characteristics of the soil. Any soil modifications and or compaction shall be the Vendor's responsibility.

15.22.3 The footing size may vary according to the soil conditions, but they shall be designed for a maximum of 2,000 psf soil bearing capacity.

15.22.4 Piles shall be 10 or 12 inches in diameter auger cast piles. Pile lengths to be determined.

15.22.5 The foundation design, including piling and grade beams shall be signed and sealed by a professional engineer registered in the State of Florida.

15.22.6 The foundation and/or piling plan shall be reviewed and updated when necessary for compliance with current code for subsequent installations and relocations of the relocatables.

15.23 DOT REQUIREMENTS

15.23.1 Modular units designed to be moved on state roads shall comply with the maximum unit height, length and width requirements of the Department of Transportation (DOT).

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15.24 MISCELLANEOUS

15.24.1 Fire Extinguisher: Ten pound ABC dry chemical fire extinguisher. UL Rating 10A/80BC

15.24.2 Mini Blinds: All windows shall be provided with room darkening 1" class "C" flame spread rated mini-blinds suitable for use of audio-visual equipment.

15.24.3 Guttering & Downspouts: Shall be installed on site by bidder on both full overhangs. All gutters shall be minimum 5" seamless, aluminum, commercial grade secured to the structure.

15.24.4 Restroom Units: To have exhaust fan tied to light switch with a five {5} minute time delay.

15.24.5 Storage Space: Two 2' X 4' storage closets with five {5} vented shelves in each to be provided. Both doors to be lockable.

15.25 INITIAL LOCATION AND RELOCATION

15.25.1 The district may request relocation of modular unit(s) periodically. If requested, the contractor shall be responsible for relocation of the types and sizes of modular unit(s). It is imperative that a modular unit within a cluster be capable of being relocated without disrupting the function of the units remaining in the cluster.

15.25.2 Contractor shall be responsible for disconnecting modular unit(s) from existing foundation (when applicable). This shall be accomplished only on the day that the modular unit(s) are to be moved to new site. Contractor shall raise and lower modular unit(s) evenly to prevent any cracking and/or other damage. If due to extenuating circumstances, contractor must leave modular unit(s) in a raised position for a period of time, they shall obtain a written waiver of this requirement from District's representative.

15.25.3 District will be responsible for removal of steps, ramps, and any other attachments to modular unit(s) that has been attached to the modular unit(s) by the District. Contractor shall be responsible for transporting all items to new site. Reinstallation of items shall be accomplished by District.

15.25.4 In the event of hurricane or strong wind warnings, contractor shall be responsible for ensuring the immediate tie down of all modular unit(s) not attached to their foundations. If modular unit(s) is in process of transport, contractor shall proceed to most expedient site, set structure on foundation, and tie down immediately.

15.25.5 Contractor shall properly support portable structures during all phases of loading, transporting and unloading, ensuring modular unit(s) are not permitted to sag in any direction during the process.

15.25.6 Upon location and relocation of modular unit(s) to new site, contractor shall immediately fasten structure to foundation. If due to unforeseen circumstances tie-down cannot be accomplished immediately, contractor shall obtain a written waiver of this requirement from District's representative.

15.25.7 District will specify the height above ground level for all modular unit(s). Contractor shall properly level modular unit(s) on foundations to ensure proper alignment of doors, windows, etc. Shims of not more than (1 ½) inches maximum will be allowed unless given prior written approval by District.

15.25.8 Contractor shall ensure all modular unit(s), once located or relocated, are totally weatherproof. This applies in particular to those separated for transport and subsequently rejoined at the new location.

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15.25.9 Contractor shall correct any and all damage caused by moving the modular unit(s) only after unit(s) have been properly set on new foundations and tied down.

15.26 STANDARDS

15.26.1 The standards and codes are FS 1013, FBC, FFPC, LCCCG and District Standards.

**16.0 LOBBYING**

16.1 PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP UNTIL THE ADMINISTRATION'S RECOMMENDATION FOR AWARD HAS BEEN POSTED AT THE PURCHASING DEPARTMENT RECEPTION CENTER. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.

16.2 LOBBYING IS DEFINED AS ANY ACTION TAKEN BY AN INDIVIDUAL, FIRM, ASSOCIATION, JOINT VENTURE, PARTNERSHIP, SYNDICATE, CORPORATION, AND ALL OTHER GROUPS WHO SEEK TO INFLUENCE THE GOVERNMENTAL DECISION OF A BOARD MEMBER OR DISTRICT PERSONNEL AFTER ADVERTISEMENT AND PRIOR TO THE POSTED RECOMMENDATION ON THE AWARD OF THIS CONTRACT.

16.3 ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION [120.57](#)(3), FLORIDA STATUTES. FAILURE TO POST BOND WITH THE SCHOOL BOARD OR TO ADHERE STRICTLY TO THE REQUIREMENTS OF STATUTES AND STATE BOARD RULES PERTAINING TO PROTESTS WILL RESULT IN SUMMARY DISMISSAL BY THE PURCHASING DEPARTMENT. ADDITIONALLY, ANY BIDDER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.

16.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER DURING THE TIME SPECIFIED WILL RESULT IN REJECTION / DISQUALIFICATION OF SAID PROPOSAL.

**17.0 EVALUATION COMMITTEE MEETINGS**

17.1 As stated in Section 3.1 and Section 19.2 a committee will be convened to review and evaluate responsive proposals, for the purposes of making a decision as to an intended award. Per F.S. 119, these meetings are open to the open public.

17.2 Phase I evaluation meeting will be held at the Fulton Holland Education Services Center, 3300 Forest Hill Blvd., Cafeteria Rear, B-Wing, West Palm Beach, FL 33406, on January 27, 2003, from 9:00 a.m. until 11:00 a.m.

17.3 Phase II evaluation meeting will be held at the Fulton Holland Education Services Center, 3300 Forest Hill Blvd., Training Room A, First Floor, A-Wing, West Palm Beach, FL 33406, on February 6, 2003, from 9:00 a.m. until 11:00 a.m.



**18.0 PREPARATION AND SUBMISSION**

- 18.1 In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information in your proposal. **It is requested that EIGHT (8) copies of the proposal be submitted with the original proposal.**
- 18.2 **Title Page:** Show the RFP number, subject, name of the proposer, address, telephone number, email address and the date.
- 18.3 **Table of Contents:** Include a clear identification of the material by section and by page number.
- 18.4 **Letter of Transmittal:** Give the names of the persons who will be authorized to make representations for the proposer, their titles, addresses and telephone numbers.
- 18.5 **Request for Proposal:** Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 18.6 **Evaluation Criteria:** Submit phase I evaluation criteria information as indicated in Section 20.
- 18.7 **Insurance:** Provide proof of your company's insurance as required in Section 28.0 of this RFP or submit a letter of your intention to have the required insurance within ten days of notification by the District.

**19.0 PROPOSAL EVALUATION PROCESS:**

- 19.1 RFPs are received and publicly opened. Only names of respondents are read at this time.
- 19.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 19.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 20.0.
- 19.4 The evaluation process will be a two-phase process.
- 19.5 The Evaluation Committee reserves the right to interview any or all proposers and to require a formal presentation with the key people who will administer and be assigned to work on the contract before recommendation of award. This interview is to be based upon the written proposal received.
- 19.6 The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached.
- 19.7 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 19.8 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).

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19.9 The School Board will award or reject any or all proposal(s).

**20.0 PHASE I EVALUATION CRITERIA**

The Evaluation Committee shall rank all proposals received, which meet the submittal requirements, in order to establish a pool of qualified proposers. The three proposals with the highest number of points will be selected for continuation of the evaluation process.

This evaluation phase **does not** include cost of services.

**SCORING CRITERIA - PHASE 1**

The Scoring Criteria is made up of the categories that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The Scoring Committee will assign points to each category and the total points shall be the basis of establishing a finalist list of the top ranking proposals.

	<b><u>EVALUATION CATEGORIES</u></b>	<b><u>POINTS POSSIBLE</u></b>
1.	<b><u>Blueprints and Specifications</u></b>	40
2.	<b><u>Implementation Plan</u></b>	20
3.	<b><u>Related Building Experience</u></b>	15
4.	<b><u>Bonding Capability</u></b>	15
5.	<b><u>Minority/Women Business Participation</u></b>	10
	<b>TOTAL</b>	<b>100</b>

20.1 Blueprints and Specifications: Submit complete specifications, blue prints of multi-module, multi-classroom cluster and equipment data sheet. Show the diversity of the modular unit(s) and the different floor plans and configurations for both classroom and non-instructional buildings. Indicate value added products, portable covered walkway systems, sidewalks and relocatability of each unit. It is imperative that a modular unit within a cluster be capable of being relocated without disrupting the function of the units remaining in the cluster.

The approval of blueprints and specifications for the purposes of determining a pool of qualified proposals in no way relieves the contractor of its responsibilities to adhere to all applicable codes requirements. Any cost related to changes to the scope of work due to any applicable code shall be borne by the contractor.

20.2 Implementation Plan. Submit an implementation plan which outlines how the proposer shall provide services as outlined in Section 9.0, Scope of Services. The intent of this outline is to secure from the proposer a general statement regarding their capabilities and their ability to provide the services for which they seek pre-qualification.

20.3 Related Building Experience. Major consideration will be given to the successful completion of projects comparable in design, scope, and complexity or other equivalent experience.

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List the projects which best illustrates the experience of the firm and current staff which is being assigned to this project. List no more than ten (10) projects, or projects which were completed no more than five (5) years ago.

1. Name and location of the project.
2. The nature of the firm's responsibility on this project.
3. Project owner's representatives name, addresses, and phone number.
4. Project user agency's representative name, addresses, and phone number.
5. Date project was completed or is anticipated to be completed.
6. Size of projects (gross SF of construction).
7. Cost of project (construction cost).
8. Work for which the staff was responsible.
9. Present status of the projects.
10. Project Manager and other key professional involved on listed project and those staff members that would be assigned to this project.

20.4 Bonding Capability. The firm will be required to secure a bond for the total construction amount. Each firm will be required to provide a statement from their Bonding Agency confirming total bonding capability of the firm and the amount of the reserve available to the completion of this project. The total points possible shall be awarded to firms that demonstrate the required bonding capability of up to \$10,000,000 or higher.

20.5 M/WBE Participation. Proposers that are District or State certified minority, women, or disadvantaged business enterprises, at the time of submittal, will be awarded a maximum of ten points. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 37.0 and attachments A & B to receive participation points.

Items to be considered for assigning points for minority/women participation shall include but not be limited to:

- A. Statement of minority involvement in the RFP proposal process.
- B. Firm meeting Palm Beach County School Board RFP qualifications and specifications.
- C. Signed agreement attached to RFP proposal for M/WBE firm.
- D. Details of levels of professional services/staffing of M/WBE firm involved throughout the engagement.
- E. Extent of primary firm's commitment to minority/women on a local level.

## **21.0 PHASE II EVALUATION CRITERIA**

21.1 The second phase shall consist of an interview / presentation with Committee Members with each finalist in an effort to further understand the proposals and qualifications of the proposing firms. The three finalists from Phase I shall be considered in equal standing at the beginning of Phase 2.

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21.2 The Scoring Criteria is made up of the categories that collectively represent a Grand Total Point Value of 100 points, as described herein. The points indicated below as "Points Possible" are the maximum that can be allocated for each category. The Scoring Committee will assign points to each category and the total points shall be the basis of establishing an award contract with a primary and secondary Proposer.

21.3 Whenever two or more proposals are ranked equal after the Phase 2 evaluation, preference shall be given to the proposer that submits a Drug Free Workplace Certificate in accordance with Florida Statute 287.087. If the tie remains, the Top Ranking Proposer will be determined by the following Tie Breaking Process:

For the purpose of determining the Top Ranking Proposer, all previously tabulated total points and ranking orders are final. No further discussion or scoring revisions shall occur. The tied firms will be individually re-ranked (1, 2, etc.) per the total points awarded by each Committee Member. These rankings will be totaled from each Committee Member to determine the Top Ranking Proposer. A 1 ranking is one point, a 2 ranking is two points, etc. The Proposer with the lowest total of points is the Top Ranking Proposer. In the event of a further tie the total points awarded to each tie Proposer by all Committee Members will be added with the highest point total determining the Top Ranking Proposer.

EVALUATION CATEGORIES	POINTS POSSIBLE
A. <b><u>Experience and Qualifications of the Firm</u></b>	20
B. <b><u>Qualifications of Staff</u></b>	20
C. <b><u>Approach / Methodology</u></b>	20
D. <b><u>Time of Completion</u></b>	10
E. <b><u>Cost of Services</u></b>	20
F. <b><u>Minority/Women Business Participation</u></b>	10
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<b>GRAND TOTAL OF POINTS</b>	<b>100 POINTS</b>

21.4 Experience and Qualifications of the Firm. Describe the firm's experience in manufacturing and installation of modular units. Experience with State Requirements for Educational Facilities (1999) and Uniform Building Codes should be profiled. The firm should demonstrate their ability to meet occupancy deadlines by providing verification of completed projects. Quality of construction and durability of completed projects should also be demonstrated. The firm should also demonstrate how it interacts with the Owner and provides and exchanges information relative to the requirements of the project.

Describe the capabilities of the firm to provide the technical services required for:

1. Options Analysis
2. Design Review
3. Value Engineering
4. Life Cycle Cost Analysis
5. Construction Scheduling
6. Quality Control (Design & Construction)

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7. Cost Control

- 21.5 Qualifications of Staff. Submit the names, qualifications, education and experience of personnel expected to be assigned to modular projects, along with a description of the training and development program for this staff. Submit resumes for the personnel committed to this project. Describe previous municipal related experience and provide references including the name, address and telephone number and e-mail address of contact person and a brief description of the project that such person(s) was responsible for.
- 21.6 Approach / Methodology. At a minimum, clearly explain the process, methods and procedures you will follow to complete the Scope of Services as described in Section 9.0.
- 21.7 Time of Completion. Provide the Firm's scheduling system detailing how you plan to meet the requirement to manufacture, install and relocate modular units in a timely manner.
- 21.8 Cost of Services: Provide itemized pricing for the different floor plans and configurations for a single modular unit and a multi-module, multi-classroom cluster as submitted in drawings. Indicate pricing for value added products, covered walkway systems and relocation cost. Provide life cycle cost analysis to include; the total cost of acquiring, operating and maintaining of modular unit.
- 21.9 M/WBE Participation. Proposers that are District or State certified minority, women, or disadvantaged business enterprises, at the time of submittal, will be awarded a maximum of ten points. Proposers that do not meet the above requirement may sub-contract minority business participation in accordance with Section 37.0 and receive participation points.

Items to be considered for assigning points for minority/women participation shall include but not be limited to:

- A. Statement of minority involvement in the RFP proposal process.
- B. Firm meeting Palm Beach County School Board RFP qualifications and specifications.
- C. Signed agreement attached to RFP proposal for M/WBE firm.
- D. Details of levels of professional services/staffing of M/WBE firm involved throughout the engagement.
- E. Extent of primary firm's commitment to minority/women on a local level.

**22.0 CANCELLATION OF AWARD/TERMINATION**

- 22.1 In the event any of the provisions of this proposal are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies and unless the deficiencies are corrected within ten (10) days, recommendation will be made to the District for immediate cancellation. Upon cancellation hereunder, the District may pursue any and all legal remedies as provided herein and by law.
- 22.2 The District, reserves the right to terminate any contract resulting from this RFP, at any time and for no reason, upon giving 30 days prior written notice to the other party. If said contract should be terminated for convenience as provided herein, the District will be relieved of all obligations under said contract. The District will only be required to pay to the proposer(s) that amount of the contract actually performed to the date of termination.
- 22.3 The awardee(s) will have the option to terminate the contract upon written notice to the Director of Purchasing. Such notice must be received at least 90 days prior to the effective date of termination.

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22.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.

**23.0 DEFAULT**

23.1 In the event that the awarded proposer(s) should breach this contract the District reserves the right to seek remedies in law and/or in equity.

**24.0 DEBARMENT**

24.1 The Board shall have the authority to debar a person / corporation for cause for consideration or award of future contracts. The debarment shall be for a period commensurate with the seriousness of the causes, generally not to exceed three (3) years. When the offense is willful or blatant, a longer term of debarment may be imposed, up to an indefinite period.

**25.0 LEGAL REQUIREMENTS**

25.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations and School Board Policy that in any manner affect the items covered herein which may apply. Specifically, proposer(s) is to adhere to School Board Policies [3.12](#) and [3.13](#), pursuant to the following, with respect to any criminal arrests and convictions, and is on notice thereto that any employees involved in any Chapter [435](#), Florida Statutes offenses are precluded from continuing to work on the project and must be replaced. Failure to comply may result in the immediate termination of the vendor's contract at the sole discretion of the School District. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

25.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, religion, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.

**26.0 FEDERAL AND STATE TAX**

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

**27.0 CONFLICT OF INTEREST**

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

**28.0 INSURANCE REQUIREMENTS**

28.1 Proof of the following insurance will be furnished by the awarded proposers/bidders to the School District of Palm Beach County by Certificate of Insurance. All insurance must be issued by a company or companies approved by the School District.

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- 28.2 Original Certificates of Insurance meeting the specific required provision specified within this contract/agreement shall be forwarded to the Palm Beach County School District's Purchasing Department, ATTN: Sandra Brady, Senior Purchasing Agent, and approved prior to the start of any work or the possession of any school property. Renewal certificates must be forwarded to the same department prior to the policy renewal date.
- 28.3 Thirty days written notice must be provided to the Palm Beach County School District via certified mail in the event of cancellation. The notice must be sent to the Purchasing Department.
- 28.4 The awarded bidders shall provide complete copies of any insurance policy for required coverage within seven days of the date of request by the Purchasing Department but in any respect at least 30 days prior to the commencement of any term. For all contracts with a bid amount of \$500,000 or more the actual **INSURANCE POLICY** must be included with the Certificate of Insurance.
- A. **WORKERS' COMPENSATION:** Proposer(s) must comply with FSS 440, Workers' Compensation and Employees' Liability Insurance with minimum statutory limits.
- B. **COMMERCIAL GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Commercial General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, products and completed operations liability and property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR COMMERCIAL GENERAL LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined, Single Limit for Bodily Injury Liability and Property Damage Liability.

- C. **BUSINESS AUTOMOBILE LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of the contract/agreement, Business Automobile Liability Insurance. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR BUSINESS AUTOMOBILE LIABILITY INSURANCE.**

The minimum limits of coverage shall be \$1,000,000 per occurrence, Combined Single Limit for Bodily Injury Liability and Property Damage Liability. This coverage shall be an "Any Auto" form policy. The insurance must be an occurrence form policy.

In the event the contractor does not own any vehicles, we will accept hired and non-owned coverage in the amounts listed above. In addition, we will require an affidavit signed by the contractor indicating the following:

\_\_\_\_\_ (Company Name) does not own any vehicles. In the event we acquire any vehicles throughout the term of this contract/agreement, \_\_\_\_\_ (Company Name) agrees to purchase "Any Auto" coverage as of the date of acquisition.

**29.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT**

- 29.1 Awarded proposers/bidders shall, in addition to any other obligation to indemnify the Palm Beach County School District and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the School District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, losses (including economic losses), costs arising out of any actual or alleged;
- A. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
  - B. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
  - C. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.
- 29.2 The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.
- 29.3 Any costs or expenses, including attorney's fees, incurred by the Palm Beach County School District to enforce this agreement shall be borne by the contractor.
- 29.4 Awardee(s) recognizes the broad nature of this indemnification and hold harmless article, and voluntarily makes this covenant and expressly acknowledges the receipt of TEN DOLLARS payable upon receipt of first invoice and other good and valuable consideration provided by the District in support of this indemnification in accordance with the laws of the State of Florida. This article will survive the termination of this contract.

**30.0 PUBLIC RECORDS LAW**

- 30.1 All proposal documents or other materials submitted by the proposer in response to this RFP will be open for inspection by any person and in accord with Chapter [119](#), Florida Statutes.

**31.0 PERMITS AND LICENSES**

- 31.1 The proposer(s) will be responsible for obtaining any necessary permits and licenses and will comply with laws, rules, and regulations whether state or federal and with all local codes and ordinances without additional cost to the District.



**32.0 INTELLECTUAL PROPERTY RIGHTS**

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

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

**33.0 COST INCURRED IN RESPONDING**

33.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.

**34.0 SUB-CONTRACTS**

34.1 Nothing contained in this specification will be construed as establishing any contractual relationship between any sub-proposer(s) and the District.

34.2 The proposer(s) will be fully responsible to the District for the acts and omissions of the sub-proposer(s) and their employees.

34.3 After award of contract, any changes in subcontractors or subproposers requires prior School District written approval.

**35.0 INDULGENCE**

35.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

**36.0 JOINT PROPOSAL**

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

**37.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION**

- 37.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint-venturers, prime proposers, and sub-proposers in contracting opportunities.
- 37.2 In order to receive evaluation credit for M/WBE participants, the proposer or firm(s) to be utilized by the proposer must be certified by the District or the State of Florida at the time that the proposals are due. In order to receive evaluation credit for M/WBE participation, the proposal must identify the specific certified M/WBE firm or firms upon which evaluation credit is sought, shall indicate the extent and nature of the M/WBE's work, and shall include the percentage of the total engagement which will be received by the M/WBE firm in connection with the proposal. M/WBE participation in auxiliary services (e.g., graphics, printing and other services) is acceptable but will only be given evaluation credit if it augments the primary service of this RFP. **ALL PROPOSERS MUST COMPLETE THE M/WBE SUBCONTRACTOR PARTICIPATION LETTER OF INTENT (FORM 1525). [ATTACHMENT A.](#)**
- 37.3 Inquiries regarding listings of District and State Certified Minority, Woman and Disadvantaged business enterprises can be made to the District's Office of Diversity in Business Practices, 3322 Forest Hill Boulevard, Suite A-106, West Palm Beach, FL 33406, or phone (561) 434-8508. All companies using minority, woman, or disadvantaged sub-proposers will complete the **M/WBE SUBCONTRACTOR PARTICIPATION SUMMARY (FORM 1526) – [ATTACHMENT B.](#)** This form must be submitted with all requests for payment.
- 37.4 Minority Business Enterprise (MBE) indicates a business entity which is owned and operated by a minority. In this instance, minority or handicapped group members are citizens of the United States or lawfully admitted permanent residents who are African American, Hispanics, Women, Native Americans, Asian-Pacific, Asian-Indian, and eligible others as outlined in Administrative Order 1-18.
- 37.5 The Palm Beach County School District only recognizes as acceptable for certification as minority/woman business enterprises those firms, vendors, and consultants that have successfully completed the certification requirements of the State of Florida Minority Business Advocacy and Assistance Office or the Palm Beach County School District's Office of Diversity in Business Practices. In the case of those firms or small business enterprises that are certified with the State of Florida Minority Business Advocacy and Assistance Office the firm shall be required to include a copy of their certification letter or certificate. The letter or certificate will only be deemed valid if the dates for certification have not expired. Any pending application with the Palm Beach County School District or the State of Florida Minority Business Advocacy and Assistance Office shall not be considered as certification of the vendor making application for consideration as a M/WBE firm.
- 37.6 The Palm Beach County School District does not currently by implication or direct means have reciprocity with any governmental or non-governmental entity, with the exception of the State of Florida Minority Business Advocacy and Assistance Office for the purpose of sharing and/or acceptance of M/WBE vendors, consultants, small business enterprises for certification.

**38.0 PUBLIC ENTITY CRIMES**

- 38.1 A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid/RFP on a contract to provide any goods or services to a public entity, may not submit a bid/RFP on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids/RFPs on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 38.2 The proposer(s) certifies by submission of this RFP, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any State or Federal department/agency.

**39.0 USE OF OTHER CONTRACTS**

- 39.1 The District reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, any other community college/state university system cooperative bid agreement, or to directly negotiate/purchase per School Board policy and/or State Board Rule [6A-1.012\(6\)](#) in lieu of any offer received or award made as a result of this bid, if it is in the best interest to do so. **The District also reserves the right to separately bid any single order or to purchase any item on this bid if it is in its best interest to do so.**

**40.0 ASSIGNMENT OF CONTRACT AND/OR PAYMENT**

- 40.1 The proposer shall not enter into subcontracts, or assign, transfer, convey, sublet, or otherwise dispose of the ensuing contract, or any or all of its right, title or interest herein, or its power to execute such contract to any person, company, or corporation without prior written consent of the District.
- 40.2 The proposer will be prohibited from publishing or releasing any information related to the requested services without the prior written permission of the School District. All reports and other documents resulting from the ensuing contract will remain the sole property of the District.

**41.0 REQUIREMENTS FOR PERSONNEL ENTERING DISTRICT PROPERTY**

- 41.1 Possession of firearms will not be tolerated on School District property; nor will violations of Federal and State laws and any applicable School Board policy regarding Drug Free Workplace be tolerated. Violations will be subject to the immediate termination provision heretofore stated in Section 25.1.
- 41.2 "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device; or any machine gun.
- 41.3 No person who has a firearm in their vehicle may park their vehicle on School District property. Furthermore, no person may possess or bring a firearm on School District property.

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- 41.4 If any employee of an independent contractor or sub-contractor is found to have brought a firearm on School District property, said employee will be terminated from the School Board project by the independent contractor or sub-contractor. If the sub-contractor fails to terminate said employee, the sub-contractor's agreement with the independent contractor for the School Board project shall be terminated. If the independent contractor fails to terminate said employee or fails to terminate the agreement with the sub-contractor who fails to terminate said employee, the independent contractor's agreement with the School Board shall be terminated.
- 41.5 Proposers are advised that they are responsible to ensure that no employee, agent or representative of their company who has been convicted or who is currently under investigation for a crime against children in accordance with [FS 435.04](#) will enter onto any school site.

### **42.0 AGREEMENT**

- 42.1 A purchase order and/or a contract will be released, after award, for any work to be performed as a result of this RFP. The proposal, response to the proposal, all attachments, any addendum released, agreement if applicable, and the corresponding purchase order will constitute the complete agreement between proposer and the District. Should there be any conflict between the terms of the RFP, response to the RFP (proposal), and the terms of the agreement (Sample Contract), the terms of the agreement shall be final and binding and the RFP shall control where in conflict with the proposal. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

### **43.0 POSTING OF RFP CONDITIONS / SPECIFICATIONS**

- 43.1 This RFP will be posted for review by interested parties, at the Purchasing Department Reception Center, 3300 Forest Hill Boulevard, Lobby Area, West Palm Beach, FL, on the date of RFP electronic mailing and will remain posted for a period of 72 hours. Failure to file a specification protest within the time prescribed in [§120.57\(3\)](#), Florida Statutes, will constitute a waiver of proceedings under Chapter [120](#), Florida Statutes, and applicable Board rules, regulations and policies.

### **44.0 POSTING OF RFP RECOMMENDATION / TABULATIONS**

- 44.1 RFP recommendations and tabulations will be posted at the Purchasing Department Reception Center for review by interested parties, at 3300 Forest Hill Boulevard, Lobby Area, West Palm Beach, FL, on February 12, 2003 at 3:00 p.m., and will remain posted for a period of 72 hours. If the RFP tabulation with recommended awards is not posted by said date and time, A "Notice of Delay of Posting" will be posted to inform all proposers of the new posting date and time.
- 44.2 Any person adversely affected by the decision or intended decision must file a notice of protest, in writing, within 72 hours after the posting. The formal written protest shall state with particularity the facts and law upon which the protest is based. Failure to file a specification protest within the time prescribed in [§120.57\(3\)](#), Florida Statutes, will constitute a waiver of proceedings under Chapter [120](#), Florida Statutes, and applicable Board rules, regulations and policies.
- 44.3 If a proposer wishes to protest a RFP, they must do so in strict accordance with the procedures outlined in FS [120.57\(3\)](#), and Section 16.3 of this proposal and School Board Policy [6.14](#).

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- 44.4 Any person who files an action protesting an RFP specification, 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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Minority Certification applications are available through the Minority Business Enterprise located at:

Office of Diversity in Business Practices  
School District of Palm Beach County  
3322 Forest Hill Boulevard, Suite A-106  
West Palm Beach, FL 33406-5871  
Phone: (561) 434-8508

<http://www.palmbeach.k12.fl.us/bids/mwbe>

**Are you a minority vendor certified by:** (Check if appropriate)

Palm Beach County School District \_\_\_\_\_

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

If yes, expiration date \_\_\_\_\_

Minority Classification \_\_\_\_\_

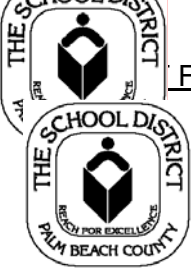
If you are not a certified minority vendor and intend to sub-contract with a certified minority firm(s), please list the vendors and the estimated dollar value below:

<u>Vendor</u>	<u>Estimated Dollar Value</u>
_____	\$ _____
_____	\$ _____
_____	\$ _____

For information on other bids currently being solicited for the School District of Palm Beach County, please call the BID HOTLINE at (561) 434-8111.

Bids/RFPs are available to view and print at no charge on the Purchasing Department's Internet Hotline. Simply go to <http://www.palmbeach.k12.fl.us/bids> and click on those documents you are interested in. This will allow you to register, view and print the solicitation.

5 ATTACHMENTS



THE SCHOOL DISTRICT OF PALM BEACH COUNTY  
PURCHASING DEPARTMENT  
3326 FOREST HILL BOULEVARD, A-323 • WEST PALM BEACH, FLORIDA 33406-5813 • (561) 434-8506

**Minority Women Business Enterprise (M/WBE)  
Subcontractor Participation Letter of Intent**

BID/RFP or Project Name RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS

BID/RFP or Project Number 03C-005F

Name of Bidder \_\_\_\_\_

The undersigned intends to perform work with the above project as *(check one)*

- Individual       Partnership       Corporation       Joint Venture

*(NOTE: If a joint venture, attach letterhead or other documentation proving relationship.)*

The undersigned intends to perform work with the above BID/RFP or project as *(check one)*

- Subcontractor       Manufacturer       Supplier

The undersigned is:

- Certified with the School District of Palm Beach County MIWBE Coordinator  
 Certified with the State of Florida, Department of General Services

The undersigned is *(check only one in each applicable column)*:

**COLUMN 1**

**COLUMN 2**

**COLUMN 3**

- American Indian/Alaskan Native       Physically Disabled       Female  
 Asian/Pacific Islander       Male  
 Black, Non-Hispanic  
 Hispanic  
 Multiracial  
 White, Non-Hispanic

**PARTICIPATION:** The undersigned intends to perform the following work in connection with the above project.

ITEM NO.	CONTRACT (TRADE) ITEMS	AMOUNT

Name of MWBE Subcontracting Firm \_\_\_\_\_

Name and Position (type or print) \_\_\_\_\_

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE





# DRUG-FREE WORKPLACE CERTIFICATION

Preference must be given to vendors submitting a certification with their bid/proposal certifying they have a drug-free workplace in accordance with Section [287.087](#), Florida Statutes. This requirement affects all public entities of the State and becomes effective January 1, 1991. The special condition is as follows:

IDENTICAL TIE BIDS - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids 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, a bid received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program, 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 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 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 bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
VENDOR'S SIGNATURE

**Must be executed and returned with attached bid at time of bid opening to be considered.**

PBSD 0580 New 3/91

**STATEMENT OF NO BID**

If you are not bidding on this service/commodity, please complete and return this form to: **Department of Purchasing, School District of Palm Beach County, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406-5813.** (Please print or type, except signature)

Failure to respond may result in deletion of vendor's name from the qualified bidder's list for the School District of Palm Beach County.

COMPANY NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

CITY: \_\_\_\_\_ STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TELEPHONE: \_\_\_\_\_

We, the undersigned, have declined to bid on your RFP No. **03C-005F for RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS** because of the following reasons:

\_\_\_\_\_ We do not offer this product or the equivalent.

\_\_\_\_\_ Insufficient time to respond to the invitation to bid.

\_\_\_\_\_ Remove our name from this bid list only.

\_\_\_\_\_ Our product schedule would not permit us to perform.

\_\_\_\_\_ Unable to meet bond requirements.

\_\_\_\_\_ Other. (Specify below)

REMARKS: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

**CONTRACT BETWEEN**

**THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

**AND**

\_\_\_\_\_

This contract entered into this \_\_\_\_ day of \_\_\_\_\_, 200\_, between THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, a political subdivision of the state of Florida, (hereinafter referred to as the "School Board") and \_\_\_\_\_, located at \_\_\_\_\_, (hereinafter referred to as the "Contractor") to provide **RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS.**

**SECTION I - Term of Contract**

This contract shall be for the period beginning \_\_\_\_\_, 200\_ through \_\_\_\_\_, 200\_. The contract may be renewed for \_\_\_\_\_ additional one-year periods at the annual anniversary date. The contract will not extend beyond the \_\_\_\_\_ year.

**SECTION II - Services**

The Contractor shall provide **RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS** per specifications in RFP 03C-005F and the corresponding proposal submitted by the Contractor, which by reference herein becomes part of this contract. All addenda issued to RFP 03C-005F, if any, are also made a part of this contract.

**SECTION III - Cost of Services**

The Contractor shall be paid for services as listed in the RFP and awarded for **RELOCATABLE MODULAR CLASSROOM AND NON-INSTRUCTIONAL BUILDINGS** for the School Board of Palm Beach County.

SECTION IV - Terms and Conditions

The Contractor shall have the option to terminate the contract upon written notice to the authorized representative of the School Board. Such notice must be received at least 90 days prior to the effective date of termination. The School Board shall have the option to terminate the contract without cause upon written notice to the authorized representative of the Contractor. Such notice must be received at least 30 days prior to the effective date of termination and the Contractor shall only be entitled to compensation up to the date of termination. The Contractor shall not be entitled to lost profits.

Early termination of the contract by the Contractor may prohibit the Contractor from submitting proposals for a period of three years from the date of completion of the contract. The School Board shall establish the expiration date of the contract for use thereof.

There shall be no assignment of the contract or compensation to be derived therefrom by the Contractor.

Included in this Agreement are the terms and conditions as described in the Request for Proposal, RFP 03C-005F, which are incorporated by reference herein and made a part hereof.

SECTION V - Indemnification

The Contractor agrees to protect, defend, reimburse, indemnify and hold the School Board, its agents, employees and elected officials, and each of them free and harmless at all times from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses of whatever kind or nature whether arising during or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of the Contractor or anyone acting under its direction or control, or on its behalf in connection with or incident to the performance of this contract. The Contractor's aforesaid indemnity and hold harmless obligations, or portions of applications thereof, shall apply to the fullest extent permitted by law but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the School Board, its elected officials, employees and authorized agents. The Contractor represents that they have received adequate consideration from the Board for the indemnification herein provided by Florida Statute Chapter [725.06](#)(2). This representation shall survive the contract or payment to the Contractor.

SECTION VI - Insurance

Insurance will be required as stated in RFP 03C-005F. The School Board of Palm Beach County shall be named as additional insured.

SECTION VII - Amendment

This contract shall only be amended or modified in writing executed by both parties.

SECTION VIII - Strict Performance

The failure of either party to insist on strict performance of any covenant or conditions herein shall not be construed as a waiver of such covenants or conditions for any instance.

This contract shall be construed in accordance with the laws of the State of Florida.

If any litigation shall result from this agreement, venue shall lie in Palm Beach County, Florida, and the prevailing party shall be entitled to attorney's fees and court costs.

This agreement shall not be construed against the party who drafted the same as both parties have had experts of their choosing review the same.

REQUEST FOR PROPOSAL NO. 03C-005F

This agreement is binding on the parties hereto, their heirs, successor and/or assigns.

Section IX

Should either party breach this agreement, the non-breaching party shall be entitled to all remedies as provided by law and equity.

In witness whereof, this contract has been executed on the day and year first above written.

(CONTRACTOR NAME)

THE SCHOOL BOARD OF PALM BEACH COUNTY,  
FLORIDA

BY: \_\_\_\_\_

BY: \_\_\_\_\_

Chairman

WITNESS: \_\_\_\_\_

\_\_\_\_\_

Date

WITNESS: \_\_\_\_\_

Attest: \_\_\_\_\_

Superintendent

Reviewed and Approved:

DATE: \_\_\_\_\_

BY: \_\_\_\_\_

Attorney