

**SCHOOL DISTRICT OF PALM BEACH COUNTY
PURCHASING DEPARTMENT
3326 Forest Hill Boulevard, Suite C-216
West Palm Beach, FL 33406-5813
(561) 434-8216**

April 13, 2000

ADDENDUM NO. 1

REQUEST FOR PROPOSAL NO. 00C-010J

**TITLE: REQUEST FOR PROPOSAL FOR INSTALLATION, REPAIR AND/OR PURCHASE OF AIR
CONDITIONING SYSTEMS**

RETURN DATE: April 19, 2000

Responses to questions received from proposers are as follows:

Question: 9.15.1 FINAL COMPLETION AND FINAL PAYMENT: Will the District modify the payment policy to read "within 30 days from completion?"

Answer: Once the District has accepted the project as complete and the contractor has submitted final billing, payment will be processed.

Question: 9.11 WARRANTY: Can warranty start from completion of work?


Answer: Warranty will begin from acceptance of project. Due to the nature of these replacement projects, the completion time frame usually corresponds with the acceptance of the project.

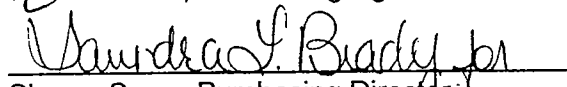
Question: 20.0 INDEMNIFICATION / HOLD HARMLESS AGREEMENT: Would the District be willing to modify any of the Indemnity language? Specifically

1. Sec. 20.1 - last of first paragraph, delete "(including economic losses)"
2. Sec. 20.1 A - Second line delete "including the loss of use resulting therefrom"
3. Add Sec. 20.4 "In no event shall Contractor be liable for consequential, indirect, incidental or special damages."
4. Page 24 Indemnity Language, Line 4 delete "or indirectly"
5. Page 24, at the end of Indemnity paragraph; add, "In no event shall Contractor be liable for consequential, indirect, incidental or special damages."

Answer: No changes can be made.

This addendum is for information only and need not be returned with your bid.


June L. Brack, Purchasing Agent


Sharon Swan, Purchasing Director

SCHOOL DISTRICT OF PALM BEACH COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP) REQUIRED RESPONSE FORM

RFP-00C-010J

DATE: March 31, 2000

TITLE: RFP FOR INSTALLATION, REPAIR AND/OR PURCHASE OF AIR CONDITIONING SYSTEMS

This proposal must be submitted to the School District of Palm Beach County, Purchasing Department, 3326 Forest Hill Boulevard, Suite C-216, West Palm Beach, Florida 33406-5813, no later than 2:00 PM on April 19, 2000, and plainly marked RFP-00C-010J. 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 proposers and have not colluded with any other proposer in the preparation of this proposal in order to gain an unfair advantage in the award of this proposal.

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

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this **REQUIRED RESPONSE FORM**, I further certify full, complete and unconditional acceptance of the contents of Pages 1 through 25 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: _____

INTERNET E-MAIL ADDRESS: _____ INTERNET URL: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

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

SCHOOL DISTRICT OF PALM BEACH COUNTY, FLORIDA

REQUEST FOR PROPOSAL FOR

INSTALLATION, REPAIR AND / OR PURCHASE OF AIR CONDITIONING SYSTEMS

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SCHOOL DISTRICT OF PALM BEACH COUNTY
REQUEST FOR PROPOSAL FOR THE
INSTALLATION, REPAIR AND/OR PURCHASE OF AIR CONDITIONING
SYSTEMS

1.0 INTRODUCTION:

- 1.1 The School District of Palm Beach County, Florida (hereinafter referred to as "The District") desires to receive proposals for the Installation, Repair and/or Purchase of Air Conditioning Systems. Multiple awards for this RFP will be made to expand the pool of qualified contractors to provide services described in this RFP. The District will request services on an as needed basis, during the term of the contract beginning the date of award. The District reserves the right to limit the award to six vendors or other such quantity as it deems appropriate. Proposals receiving a score of 75 or more points by the Evaluation Committee will be recommended for award.
- 1.2 Whenever installation, repair and/or purchase is required, a minimum of three awarded vendors will be requested to provide a proposal. A scope of work will be mailed or faxed to each contractor and a walk-through will be scheduled. All proposals must provide cost for labor, materials and equipment and be delivered to the Purchasing Department, Attn: June L. Brack. The District reserves the right to purchase directly from the manufacturers for all equipment requirements.
- 1.3 There will be no additional charge for consultation or troubleshooting on any particular project. This will be included with any project by the awarded contractor for that job.
- 1.4 Emergency purchases are defined as those items necessary to continue the instructional process and/or maintain a safe operational environment, the loss of which would create a situation which would adversely and unduly affect the safety, health or comfort of building, occupants or otherwise cause loss to the School District. In the event of an emergency, the requirement for requesting three proposals may be waived.

2.0 INSTRUCTIONS TO PROPOSERS:

- 2.1 All proposals must be received no later than 2:00 PM, on April 19, 2000. If a proposal is transmitted by US Mail or other delivery medium, the proposer(s) will be responsible for its timely delivery to the Purchasing Department, Suite C-216, 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 five (5) photocopies of the proposal must be sealed in one package and clearly labeled "**REQUEST FOR PROPOSAL FOR THE INSTALLATION, REPAIR AND/OR PURCHASE OF AIR CONDITIONING SYSTEMS**" 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 (whiteout) or any other method of correction.

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- 2.6 Proposers should become familiar with any local codes that 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 allowance will be made due to lack of knowledge of these conditions.
- 2.7 Proposals not conforming to the instructions and terms 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.
- 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:

Park in visitors' parking area.
Enter building through the front door.
Sign-in at the front desk and receive visitor's pass.
Proceed to the Purchasing Department located in C-wing, second floor, Room C-216.
Present RFP to purchasing 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, ROOM C-216, C-WING, SECOND FLOOR, NO LATER THAN THE DATE AND TIME DESIGNATED IN THE RFP.

3.0 **TIME SCHEDULES:**

- 3.1 The District will attempt to use the following time schedule that will result in selection of proposer(s).
- | | |
|----------------|--|
| April 12, 2000 | All written questions and inquires are due. |
| April 12, 2000 | MANDATORY Pre-Proposal Conference |
| April 19, 2000 | Proposals due no later than 2:00 PM |
| April 25, 2000 | Evaluation Committee Meeting |
| April 28, 2000 | Posting of Recommendation |
| May 17, 2000 | Recommend proposer(s) to the School Board for approval |
- 3.2 Notification of any changes to the time schedule will be made to all proposers by US certified mail or facsimile.
- 3.3 Response to inquires 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 in order to evaluate any or all proposals.
- 4.3 The District reserves the right, before awarding the contract, to require proposer(s) to submit additional evidence of qualifications or any other information the District may deem necessary.

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

5.0 **TERM OF CONTRACT/RENEWAL**

- 5.1 The term of this contract shall be for three years beginning May 18, 2000 through May 17, 2003, and may, by mutual agreement between the School Board and the awardees, be renewable for two additional one-year periods. The Board, through the Purchasing Department, will, if considering to renew requests a letter of intent to renew from the awardees prior to the end of the current contract period. If needed, the contract will be extended 90 days beyond the contract expiration date. The awardees will be notified when the Board has acted upon the recommendation. All prices, terms and conditions shall be firm for the term of this contract including renewal extensions. The awardees agree to this condition by signing their proposal.

6.0 **RFP INQUIRIES:**

- 6.1 In order to maintain a fair and impartial competitive process, the District will avoid any oral communications with prospective firms after RFPs are distributed. All questions and inquiries must be received in writing, mailed or faxed no later than 5:00 p.m. on April 12, 2000. No further questions may be responded to after the last date for written questions. Therefore, proposers shall refrain from submitting an assumption document. Questions received in the Purchasing Department by the time and date herein will be answered by addendum. Neither Ms. Brack nor any employee of the District is authorized to interpret any part of the RFP or give information as to the requirements of the RFP in addition to that contained in the written RFP document.

Send all inquiries to the attention of:

Ms. June L. Brack, Purchasing Agent
Purchasing Department
School District of Palm Beach County
3326 Forest Hill Boulevard, C-216
West Palm Beach, Florida 33406-5813
(561) 434-8507 FAX (561) 434-8185

- 6.2 If an addendum is required, it will be mailed or delivered to all that are known by the Purchasing Department to have received a complete set of proposal documents.
- 6.3 Copies of addendum will be made available for inspection at the District's Purchasing Department where proposal documents will be kept on file.
- 6.4 No addendum will be issued later than three calendar days prior to the date for receipt of proposals except an addendum withdrawing the RFP or one that includes postponement of the date for receipt of proposals.
- 6.5 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.

7.0 **LOBBYING:**

- 7.1 **PROPOSERS ARE HEREBY ADVISED THAT LOBBYING IS NOT PERMITTED WITH ANY DISTRICT PERSONNEL OR BOARD MEMBERS RELATED TO OR INVOLVED WITH THIS RFP. ALL ORAL OR WRITTEN INQUIRIES MUST BE DIRECTED THROUGH THE PURCHASING DEPARTMENT.**

- 7.2 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 ON THE AWARD OF THIS CONTRACT.
- 7.3 ANY PROPOSER WHO IS ADVERSELY AFFECTED BY THE RECOMMENDED AWARD MAY ADDRESS THE SCHOOL BOARD AT A REGULARLY SCHEDULED BOARD MEETING.
- 7.4 ANY PROPOSER OR ANY INDIVIDUALS THAT LOBBY ON BEHALF OF PROPOSER WILL RESULT IN REJECTION/DISQUALIFICATION OF SAID PROPOSAL.
- 8.0 **PRE-PROPOSAL CONFERENCE:**
- 8.1 A Mandatory pre-proposal conference will be held at the School District of Palm Beach County, 3300 Forest Hill Boulevard, West Palm Beach, Florida, Thurber Conference Room B, C-Wing, 1st Floor, on April 12, 2000 at 9:00 a.m. All prospective proposers must attend said pre-proposal conference.
- 8.2 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 Successful bidder (hereinafter referred to as the contractor) shall furnish, at their expense, all labor, materials, transportation, technical expertise, supervision, licensing, permits, parts, and equipment necessary for installation, repair, purchase, consultation and/or troubleshooting of air conditioning systems in compliance with federal, state, and local codes and Department of Education's Chapter 6A2, State Requirements for Educational Facilities (SREF)=1999, Florida Administrative Code (FAC).
- 9.2 **Contractor's Responsibilities:**
- 9.2.1 The contractor shall take field measurements and verify field conditions. Contractor shall carefully compare such field measurements and conditions and other information provided by the District before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the District at once prior to commencement of work. Failure to report conflicts with project will result in contractor's corrective action at their own expense.
- 9.2.2 The contractor shall not proceed with any project until a written purchase order has been received.
- 9.2.3 If the contractor determines additional work beyond scope of original project is required the contractor must obtain prior written approval on all costs before any additional work is started.
- 9.2.4 **Submittals:** Contractor is required to submit catalog cuts, specifications sheets, and any other technical data necessary to enable proper evaluation for all materials and/or equipment which will be utilized in the performance of this RFP. Failure of the bidder to provide the foregoing information may be grounds for rejection of their RFP.

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- 9.2.5 Contractor shall ensure all work is installed straight, level, plumb and in a workmanlike manner.
- 9.2.6 The contractor shall use only factory OEM parts while performing services and equipment under original warranties. After-market parts will be permissible on units out of warranty period upon District's approval. Prior authorization must be obtained before acquisition and installation is performed.
- 9.2.7 Contractor shall be responsible for the protection of all buildings, structures, and utilities that are underground or above ground from their operations that may be hazardous and/or damaging to said facilities.
- 9.2.8 Contractor shall be responsible for the protection of all personnel against hazards and/or injuries due to their construction operation at the work site.
- 9.2.9 Contractor shall be responsible for correction/replacement, according to local codes and School District's satisfaction, of all water lines, sanitary lines, electrical lines, curbs, sidewalks, streets, parking lots, grassed areas, etc., broken or damaged as the result of contractor's operations.
- 9.2.10 Contractor shall be responsible for protection of all tools equipment, signs, barricades, etc. at the work site. The District assumes no responsibility for acts of theft or vandalism which may occur while contractor's equipment is located on any School District site.
- 9.2.11 Contractor shall not inhibit access to school centers during pursuit of work specified herein.
- 9.2.12 Contractor shall leave work site in a neat and orderly fashion at the end of each workday.
- 9.2.13 The contractor shall be responsible to ensure frequent pick-up of all rubbish, refuse, and scrap materials and debris as a result of their operations so that work site presents a neat and orderly appearance at all times. All rubbish, scrap, etc. shall be transported from the premises. Rubbish shall **NOT** 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 project in ready to use condition.
- 9.2.14 Contractor or a representative, daily while on campus, shall sign in at the school center's main office prior to commencing any work and shall sign out a school's office prior to leaving campus unless prior written exception has been obtained.
- 9.2.15 Contractor will remedy any and all damage to property by acts of omission, or vandalism, which occur as a result of their work.
- 9.2.16 Contractor shall provide due care at all times while performing any task at any District controlled location to cordon off, barricade, and/or post signs to maintain a safe distance to avoid creating hazardous condition for pedestrians, property, and vehicles.
- 9.2.17 The contractor shall at all times enforce strict discipline and good order among their employees and shall not employ on the work any unfit person or anyone not skilled in the task assigned to them.
- 9.2.18 The contractor shall supervise and direct the work, using their best skill and attention.
- 9.2.19 The contractor shall be solely responsible for all construction means, methods, techniques, work sequences and procedures and for coordinating all portions of the work under the contract.

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- 9.2.20 The contractor shall accept full responsibility for refrigerant handling at every assigned job/project.
- 9.2.21 The contractor shall be responsible to the District for the acts and omissions of their employees, subcontractors and their owners and employees and any other persons performing any of the work under a contract with the contractor.
- 9.2.22 The contractor shall not be relieved of obligations to perform the work in accordance with the contract documents either by activities or duties of the District, or of the contract, or by test inspections, or approvals required or performed by persons other than the contractor.
- 9.2.23 The contractor shall have an English-speaking, licensed supervisor/representative on the worksite at all times, who shall be thoroughly knowledgeable of all plans, specifications, and other contract documents and has the authority to act in the contractor's behalf.
- 9.2.24 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. Contractor shall not have any contact with school's student population.
- 9.2.25 Contractor shall be responsible for off-loading, unpacking/uncrating all materials and equipment at the job site and install railings in accordance with specifications herein and all attachments.
- 9.2.26 The contractor's invoice must be itemized showing parts, labor, freight, etc., to provide a complete accounting of services performed.
- 9.2.27 The contractor shall provide a construction work schedule and submit it to the School District designated contact person. The schedule shall include estimated commencement and completion dates.
- 9.2.28 All contractors awarded projects under this RFP shall provide business cards for each man working on School District property to the main office. Identification badges will be provided. Workers are to sign in and out at the school's main office during normal working hours.. The reverse side of the sign-in register at each school site has attached a descriptive annotation of areas where the possibility of encountering asbestos exists. Should any vendor/employee in the performance of this contract encounter School District materials that they suspect are embedded with asbestos, they should: (1) Stop all work at the site and do not disturb the area of suspicion. (2) Notify School District Project Manager and advise them of the discovery. (3) Leave the site until the materials can be analyzed.
- 9.3 Regulations and Ordinances: The proposer is required to be familiar with all federal, state, and local laws, ordinances, code rules and regulations that may in any way affect the work. Ignorance on the part of the bidder shall in no way relieve bidder from responsibility.
- 9.4 Technical Literature: The availability of technical literature is a requirement of this RFP to accommodate an evaluation to assure that products offered meet or exceed the specification. Hence, two copies of product information, including technical and descriptive literature, shall be made available to the District at its request. Information submitted shall be sufficiently detailed to technically evaluate the product.
- 9.5 Repair and Maintenance Manuals: Three manuals containing troubleshooting procedures, parts list, disassembly instructions, schematic diagrams, etc ., shall be provided at no cost for each unit of equipment furnished under any contract resulting from this RFP. Job will not be considered complete until all manuals have been received.

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- 9.6 Performance Bond and Labor and Material Bond: Projects with an estimated construction cost greater than \$200,000, but less than \$499,999 shall require a performance bond and material and labor bond in the amount of one hundred percent of the contract amount. The District shall provide form of performance bond and material and labor bond for those projects having bonding requirements. The School District reserves the right to require a bond on projects less than \$200,000.
- 9.7 Salvage: All items removed during any work performance under this contract are the property of the School District. The District shall determine which items are to be salvaged. Care must be taken to insure salvaged items are not damaged. It shall be the contractor's responsibility for removal and proper disposal of items other than salvaged equipment.
- 9.8 Inspections: The contractor shall notify the assigned School District's Project Manager of job progress and make arrangements for District inspection of work performed. The contractor shall not proceed with other work until the previous portion has been approved. Required inspections will be outlined in the scope of each job or at pre-construction meeting. A minimum of 24 hours notice to School District must be provided for each inspection.
- 9.8.1 Completion of contract shall be defined as final inspection and subsequent sign-off by inspector/project manager, on all work as satisfactory and acceptable to the School District.
- 9.9 Uncovering of Work: If any portion of the work should be covered contrary to the request of the School District or to requirements specifically expressed in the RFP, it shall be uncovered for observation and shall be replaced at the contractor's expense.
- 9.9.1 If any other portions of the work have been covered which the School District has not specifically requested to observe prior to being covered, the School District may request to see such work and it shall be uncovered by the contractor. If such work were found in accordance with the contract documents, the cost of uncovering and replacement shall, through purchase order change, be charged to the District. If such work were found not in accordance with the contract documents, the contractor shall pay such cost unless it is found that the District or a separate contractor caused this condition, in which the event the District shall be responsible for payment of such cost.
- 9.10 Correction of Work: The contractor shall promptly correct all work rejected by the School District as defective or as failing to conform to the contract documents whether observed before or after substantial completion and whether or not fabricated, installed or completed. The contractor shall bear all costs of correcting such rejected work, including compensation for the District's additional services made necessary thereby.
- 9.11 Warranty: Contractor shall warrant all materials and related accessories to be free from defects in material and/or workmanship under normal use and service for a period of at least one year from acceptance of installation by School District, and if any part of the work shall fail within this period, it shall be replaced and unit restored to operation at no cost to the District.
- 9.12 Delays and Extensions of Time: All projects shall be performed on an ongoing basis and meet time frame for each job. Delay of work at any project (for any reason other than natural disasters) shall constitute a breach of contract and becomes subject to fines detailed in the contract.
- 9.13 Service / Repair:
- 9.13.1 Contractor must respond within the same day of notification.
- 9.13.2 All repairs shall be performed using a time and materials basis as outlined in Section 10.8.1 of this RFP.

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- 9.13.3 Once mechanic determines nature or cause of failure, he must provide written cost of repairs to project manager for authorization to proceed. Project Manager shall determine method of payment for each job.

9.14 Site Inspection:

- 9.14.1 When a potential project is defined, a site inspection (to determine potential location or to view conditions) is requested. That site inspection must be scheduled to occur within three working days of notification.
- 9.14.2 Following the site inspection, a written quotation with breakdown of labor/installation work hours, repair parts/material cost, and equipment cost shall be delivered to the Purchasing Department within five working days. This quotation shall be based solely upon RFP prices.
- 9.14.3 Due to budgetary restraints and ultimate practicality of some projects, the School District by requesting a site visit or proposal does not by implication commit itself to commencement or completion of any project.

9.15 Final Completion and Final Payment:

- 9.15.1 After the work and the requirements of the purchase order are fully and finally completed, the School District shall certify Final Completion, and after acceptance shall make final payment to the contractor.
- 9.15.2 The final payment shall not be issued until the Contractor submits to the School District:
1. Contractor must submit final billing.
 2. A notarized affidavit that all subcontractor payrolls, bills for materials and equipment, and other indebtedness with the work have been paid or otherwise satisfied.
 3. Warranties
 4. Operational Manuals
 5. Record Drawings
 6. Sign off of extra materials and all other items pertaining to close out.
 7. Release of Lien.
- 9.15.3 The acceptance of final payment shall constitute a waiver of all claims by the contractor except those previously made in writing and identified by the contractor as unsettled at the time of final application for payment.
- 9.15.4 The making of final payment shall not constitute a waiver of any claims by the School District and shall not relieve the contractor of the responsibility for negligence, defects of manufacturer, faulty materials, or workmanship to the extent within the period provided by law and by the warranties provided herein, and upon written notice by the School District, the contractor shall remedy any defects due hereto and pay all expenses for any damages to other work resulting therefrom.

- 9.16 Delivery Requirements: Prices bid herein shall include cost of all labor, materials/equipment, delivery and installation FOB to site specified on purchase order, which may include any School District properties within Palm Beach County.

10.0 PREPARATION AND SUBMISSION:

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 required that 6 copies of the RFP be submitted with the original proposal.**

- 10.1 Title Page: Show the RFP number, subject, the name of the proposer, address, telephone number and date.
- 10.2 Table of Contents: Include a clear identification of the material by section and by page number.
- 10.3 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.
- 10.4 Request For Proposal: Required Response Form (page 1 of RFP) with all required information completed and all signatures as specified.
- 10.5 Experience and Qualifications of the Firm
 - 10.5.1 Each bidder, by submitting a bid, certifies that they possess a current certificate and/or competency issued by the State of Florida or the Palm Beach County Construction Industry Licensing Board as a currently licensed HVAC contractor. Bidders shall submit a photocopy of their license with proposal.
 - 10.5.2 Describe how your firm is organized, how its resources, i.e., personnel, equipment, etc. will be put to work for the School District and how you propose meeting the specifications outlined in Scope of Services, Section 9.0 of this RFP.
 - 10.5.3 Financial Capabilities: Provide proof with your proposal that your current working capital is in excess of \$1,000,000. This capability may be provided by your most recent quarterly cash flow statement. Provide your company's Dun & Bradstreet rating and credit report.
 - 10.5.4 Describe the size and type of air conditioning systems your firm has installed/repaired/serviced.
- 10.6 Qualifications of Staff:
 - 10.6.1 Provide a resume for principals of the firm and key employees who will be assigned to this contract, including their educational background, work experience, factory training and other pertinent information.
 - 10.6.2 List assigned employees hands-on experience in repairing, installing and troubleshooting the type of equipment indicated in this RFP. List any educational clients served.
- 10.7 References: List a minimum of five clients your firm has provided installation/repair/service as required herein. These references must have been served successfully by your company within the last five years. List name, address, telephone number, contact person and hours they may be reached. List any educational clients served.

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10.8 Cost of Services:

10.8.1 Time /Material/ Installation Cost

- 1.) Service and Repair of Air Conditioning Systems
 - A. Hourly rate(s) for personnel to include regular (7:00 a.m. to 5:00 p.m.)
 - B. Hourly rate(s) for personnel to include premium and Holiday rates.
 - C. Repair parts/Material Cost
- 2.) Installation of Air Conditioning Systems
 - A. Hourly rate(s) for personnel to include regular (7:00 a.m. to 5:00 p.m.)
 - B. Hourly rate(s) for personnel to include premium and holiday rates.
 - C. Fixed percentage discount/markup off Manufacturers list price.
- 3.) Purchase of Air Conditioning Equipment
 - A. Provide manufacturer and fixed percentage discount/markup

10.10 Minority / Women Business Participation:

10.10.1 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 27 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.

11.0 EVALUATION COMMITTEE MEETINGS

As stated in Paragraph 3.0 and Paragraph 12.0 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, this is an open public meeting. Notification will also be posted for review by interested parties at the School District Purchasing Department, 3326 Forest Hill Boulevard, Suite C-216, West Palm Beach, FL 33406.

12.0 PROPOSAL EVALUATION PROCESS:

- 12.1 RFPs are received and publicly opened. Only names of respondents are read at this time.
- 12.2 An Evaluation Committee, consisting of District personnel, will convene, review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only.
- 12.3 The Evaluation Committee will assign points in the evaluation and recommendation process in accordance with the evaluation criteria listed in Evaluation Criteria, Section 13.0.

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- 12.4 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.
- 12.5 Areas of non-compliance must be addressed and/or alternatives defined in detail to accomplish the same end of the requirement in question.
- 12.6 Proposals shall not be considered for award, if the bidder cannot meet the criteria contained herein unless the bidder can provide, as part of their proposal, alternative provisions which shall provide the School District the required degree of assurance in performance. The School District shall be the sole judge of the adequacy or alternative provisions for the required degree of assurance in performance.
- 12.7 The Purchasing Department will prepare and submit an agenda item to the Superintendent of Schools, Palm Beach County, Florida.
- 12.8 The Superintendent will recommend to the School Board, the award or rejection of any and/or all proposal(s).
- 12.9 The School Board will award or reject any or all proposal(s).
- 13.0 **EVALUATION CRITERIA**
- 13.1 The Evaluation Committee shall rank all proposals received, which meet the submittal requirements, in order to establish a pool of qualified proposers. Proposals receiving a score of 75 or more points by the Committee will be recommended for award.
- 13.2 The following factors will be considered in ranking the proposals received.

MAXIMUM POINTS

A.	<u>Experience and Qualifications of the Firm</u>	35
B.	<u>Qualifications of Staff</u>	30
C.	<u>References</u>	15
D.	<u>Cost of Services</u>	10
E.	<u>Minority/Women Business Participation</u>	10
Total:		<u>100</u>

14.0 **CANCELLATION OF AWARD/TERMINATION:**

- 14.1 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.

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- 14.2 The District, reserves the right to terminate any contract resulting from the RFP, at any time and for any 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.
- 14.3 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.
- 14.4 Cancellation of contract by awardee may result in removal from bidders/proposer list for a period of three years.
- 15.0 **DEFAULT:**
- 15.1 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.
- 16.0 **LEGAL REQUIREMENTS:**
- 16.1 It shall be the responsibility of the contractor to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.
- 16.2 Proposer(s) doing business with the District are prohibited from discriminating against any employee, applicant, or client because of race, creed, color, national origin, sex or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- 17.0 **FEDERAL AND STATE TAX:**
- 17.1 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.
- 18.0 **CONFLICT OF INTEREST:**
- 18.1 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.
- 19.0 **INSURANCE REQUIREMENTS:**
- 19.1 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. **THE SCHOOL DISTRICT OF PALM BEACH COUNTY SHALL BE NAMED AS AN ADDITIONAL INSURED ON THE CERTIFICATE FOR ALL REQUIRED INSURANCE.** All insurance must be issued by a company or companies approved by the School District.

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- 19.2 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 that originated the contract, 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.
- 19.3 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.
- 19.4 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. **COMPREHENSIVE GENERAL LIABILITY:** Awarded proposers/bidders shall procure and maintain, for the life of this contract/agreement, Comprehensive General Liability Insurance. This policy shall provide coverage for death, bodily injury, personal injury, or property damage that could arise directly or indirectly from the performance of this agreement. It must be an occurrence form policy.

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 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" or "Comprehensive 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" or "Comprehensive Form" coverage as of the date of acquisition.

20.0 **INDEMNIFICATION / HOLD HARMLESS AGREEMENT:**

- 20.1 Awarded 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

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- 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.
- 20.2 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.
- 20.3 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.
- 21.0 **PUBLIC RECORDS LAW:**
- 21.1 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.
- 22.0 **PERMITS AND LICENSES:**
- 22.1 The bidder shall 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 with out additional cost to the School District.
- 23.0 **INTELLECTUAL PROPERTY RIGHTS:**
- 23.1 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 unpatented 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.
- 24.0 **COST INCURRED IN RESPONDING**
- 24.1 All costs directly or indirectly related to proposal preparation, representation or clarification shall be the sole responsibility of and be borne by the proposer.
- 25.0 **SUB-CONTRACTS:**
- 25.1 Nothing contained in the contract documents shall create any contractual relationship between the School District and subcontractor or sub-subcontractor. All subcontractors and sub-subcontractors shall have a required occupational license appropriate for the location of the work and a Certificate of Competency for those trades, which require such certificates.
- 26.0 **INDULGENCE**
- 26.1 Indulgence by the District on any non-compliance by the proposer does not constitute a waiver of any rights under this RFP.

27.0 SUB-CONTRACTING/MINORITY BUSINESS PARTICIPATION:

- 27.1 The District strongly encourages the use of Minority/Woman owned business enterprises for participation as associates, joint ventures, prime proposers, and sub-proposers in contracting opportunities.
- 27.2 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.
- 27.3 Inquiries regarding listing of district and State Certified Minority, Woman and Disadvantaged business enterprises can be made to the district's Office of Equity Assurance, 3326 Forest Hill Boulevard, West Palm Beach, FL 33406, or phone (561) 434-8508. All companies using minority, woman, or disadvantaged sub-proposers will complete and submit the attached form. Submission of this form must accompany the original proposal to the district or must be submitted within three days upon request.
- 27.4 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.
- 27.5 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 Department of Equity Assurance. 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.
- 27.6 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.

28.0 PUBLIC ENTITY CRIMES

- 28.1 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.

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- 28.2 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 Federal department or agency.

29.0 **RFP EXEMPT**

- 29.1 Purchases will not include items available at lower prices on other District contracts or State of Florida contracts. The District reserves the right to procure separately from this RFP any item if deemed to be in the best interest of the District.

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

- 30.1 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.
- 30.2 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.

31.0 **POSSESSION OF FIREARMS:**

- 31.1 Possession of firearms will not be tolerated on School District property.
- 31.2 "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.
- 31.3 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.
- 31.4 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-subcontractor. 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 the employee, the independent contractor's agreement with the School Board shall be terminated.

32.0 **AGREEMENT**

- 32.1 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. If proposer requires an additional contract, then proposer should include their sample contract as an attachment to the proposal submitted for review.

33.0 JOINT PROPOSAL

- 33.1 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.

34.0 POSTING OF RFP CONDITIONS/SPECIFICATIONS:

- 34.1 This RFP will be posted for review by interested parties, at 3326 Forest Hill Boulevard, Suite C-216, West Palm Beach, FL, on the date of RFP mailing and will remain posted for a period of 10 days. Failure to file a specification protest within the time prescribed in Florida Statutes 120.57(3) will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

35.0 POSTING OF RFP RECOMMENDATION/TABULATIONS:

- 35.1 RFP recommendations and tabulations will be posted in the Purchasing Department for review by interested parties, at 3326 Forest Hill Boulevard, Suite C-216, West Palm Beach, FL on April 28, 2000 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.
- 35.2 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. In the event that your company requests a formal protesting hearing a protest bond is required in the amount prescribed in Section 255.0516(2), Florida Statutes. Failure to file protest within the time prescribed in Section 120.57(3), Florida Statutes, will constitute a waiver of proceedings under Chapter 120, Florida Statutes.

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Minority Certification applications are available through the Minority Business Enterprise located at:
Minority Business Enterprise
School District of Palm Beach County
3326 Forest Hill Boulevard, Suite C-216
West Palm Beach, FL 33406-5871
Phone: (561) 434-8508

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:

Vendor

Estimated Dollar Value

_____	\$ _____
_____	\$ _____
_____	\$ _____

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.

3 ATTACHMENTS