



District School Board of Pasco County

20430 Gator Lane • Land O' Lakes, Florida 34638 • 813/ 794-2221

Heather Fiorentino, Superintendent

www.pasco.k12.fl.us

Department of Purchasing
Kendra Goodman, CPPO, CPPB, Purchasing Agent
813/ 794-2221 Fax: 813/ 794-2111
727/ 774-2221 TDD: 813/ 794-2484
352/ 524-2221 e-mail: kgoodman@pasco.k12.fl.us

To All Interested Parties:

You are hereby invited by the District School Board of Pasco County to propose on the following:

RFP #11-071-DM Geotechnical and Material Testing Services

Proposals will be accepted, and publicly opened thereafter, at the office of the Purchasing Agent, 20430 Gator Lane, Land O' Lakes, FL 34638-2803 on or until **April 4, 2011 @ 2:30 p.m., EST**. Proposals will be accepted and publicly opened on **April 4, 2011** if date/time stamped **2:30 p.m. or earlier; date/time stamps of 2:30:01 P.M. or later will be rejected**. A proposal is deemed late if the Purchasing Department receives it after the due date/time. A proposal is deemed received when it has been physically received by the Purchasing Department staff (date and time stamped). Delays due to mail handling, including but not limited to the School District's internal mail handling, will not excuse late delivery of proposals. **LATE PROPOSALS WILL BE REJECTED** and returned unopened. Late proposals, regardless of reason, will be considered non-responsive. It is solely the proposer's responsibility to ensure the proposal is received in the Purchasing Department by the proper time.

The entire proposal must be submitted, using the forms enclosed, signed by a legal officer of the company, with the company name, date, etc., otherwise the proposal will be automatically disqualified for failure to properly execute the official proposal document. Envelopes must be sealed and clearly marked on the outside "Sealed Proposal." A cutout label for this purpose is enclosed. Proposals will not be accepted by fax or electronically.

The School Board reserves the right to waive minor formalities in any proposal, to accept any proposal which they consider to be in the best public interest, and to reject any part of, or any and all proposals; alternate proposals will be considered. However, awards will be made to the highest scoring responsive and responsible proposer in the opinion, and at the option, of the Board. Their decision shall be final and conclusive.

The District School Board of Pasco County reserves the option to extend the period and quantities of this proposal, or any portion thereof, for an additional time not to exceed 365 days from the last date of the contract term most recently approved by the Board. This extension, including all terms and conditions of the original proposal documents, shall be by mutual agreement in writing.

Notice of award of proposal will be available for proposers to download through www.pasco.k12.fl.us (at Purchasing website, under "Vendor Bid"), or proposers may view the official postings in person in the office of the Purchasing Agent. Otherwise, purchase orders will be forwarded to successful proposers as acknowledgement of proposal award. Failure to read or comply with the enclosed general information form in no way relieves the proposers from their liabilities arising hereunder, and no proposal may be withdrawn prior to Board approval without written consent by the Purchasing Agent.

Respectfully,
/s Kendra Goodman

Kendra Goodman, CPPO, CPPB
Purchasing Agent

KDG/dam
Attachment

Company Name/Initials _____
District School Board of Pasco County

NOTE: The following instructions have been developed specifically for this proposal and may or may not be the same as previous or future solicitations for this type of service or commodity. Therefore, all proposers are urged to review these instructions, in detail, before submitting their proposals. This proposal document is the complete and final expression of intention between the parties.

INSTRUCTIONS TO PROPOSERS

1. General Proposal Instructions: These are general instructions for proposing procedures only for the District School Board of Pasco County, Florida, and can be superseded by special instructions and addenda.

The School District shall not be responsible for oral interpretations given by a School District employee, representative, or others. The issuance of a written addendum is the only official method whereby interpretations, clarification or additional information can be given that would change the terms and conditions of the proposal. If any addenda are issued to this proposal, a notice will be reflected on The District School Board of Pasco County Purchasing website at www.pasco.k12.fl.us (at Purchasing website, under "Vendor Bid"). However, prior to submitting the proposal, it shall be the sole responsibility of each proposer to determine if addenda were issued and, if so, to obtain such addenda for attachment to the proposal.

Should any questions arise concerning this proposal, please contact the Purchasing Agent's office, 20430 Gator Lane, (between State Roads 52 and 54 on Land O' Lakes Boulevard) in Land O' Lakes, FL 34638-2803. Telephone: (813) 794-2221 Tampa, (727) 774-2221 New Port Richey, and (352) 524-2221 Dade City.

2. Taxes: No taxes shall be included in any proposal price; the School Board is exempt from state and federal sales, use and excise taxes. Florida Sales Tax Exemption #85-8013921275C-1 and Federal Excise Tax Exemption #59-6000792 appear on the purchase order.
3. Deviations from Specifications: Any deviations from the attached specifications must be explained in detail; otherwise, it will be understood that items offered are in strict compliance with the specifications, and the successful proposer will be held responsible therefore.
4. Ink: All quotations and proposals must be typewritten or completed in ink. Any corrections to the proposal/proposal must be initialed by the proposer in ink. Proposals submitted in pencil are not acceptable and subject to disqualification.
5. **SIGNATORY AUTHORITY: ALL QUOTATIONS AND PROPOSALS MUST BE SIGNED IN INK (SEE OFFICIAL SIGNATURE PAGE OF THE PROPOSAL DOCUMENTS) BY AN OFFICER OR EMPLOYEE HAVING THE AUTHORITY TO BIND THE COMPANY OR FIRM.**
6. Erasures: Erasures are not acceptable on proposals. If changes are necessary, strike out or draw a line through incorrect price and write the correct price above. Proposer must initial all changes.
7. Conditional Proposals: The Board specifically reserves the right to reject any conditional proposal and will normally reject those which make it impossible to determine the true amount and quality of the proposal.
8. Purchase Order: The award of the proposal shall not constitute an order. Before any shipments are made, proposer must receive a purchase order. Shipments shall be made as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.

Company Name/Initials _____
District School Board of Pasco County

INSTRUCTIONS TO PROPOSERS

9. Erasures: Erasures are not acceptable on proposals. If changes are necessary, strike out or draw a line through incorrect price and write the correct price above. Proposer must initial all changes.
10. Conditional Proposals: The Board specifically reserves the right to reject any conditional proposal and will normally reject those which make it impossible to determine the true amount and quality of the proposal.
11. Purchase Order: The award of the proposal shall not constitute an order. Before any shipments are made, proposer must receive a purchase order. Shipments shall be made as specified on the purchase order, conforming to the proposal form, specifications, and general instructions.
12. Quantity: Where indicated, quantities are estimated only; the Board reserves the right to purchase more or less, provided orders are placed within the time limits specified.
13. Proposal Opening Attendance: All proposers have the right to attend the proposal opening, if desired.
14. Item Pricing: All prices, including total, must include any and all discounts. In the event of price discrepancy, the following provisions will prevail:
 - Item by item proposals - unit prices
 - Lot or group proposals - lot or group prices
 - All or none proposals - total price

Prices stated must be in units as specified. In case of a discrepancy between the unit price and the extension, the unit price will be considered correct. Any requirement by the proposer that certain "all or none" groups, quantities, weights, or other criteria must be met in order to qualify for proposal prices, may result in disqualification of the proposal. Likewise, expiration dates or other constraints which are in conflict with proposal requirements will result in disqualification.

15. Tie Proposal: In the event of "tie" proposals, awards will be decided in the following descending order until the "tie" proposal" has been resolved:
 - Drug-Free Workplace
 - Local Preference (when prices, quality and other considerations are essentially identical, Pasco County proposers may be given preference)
 - Certified Minority Vendor (include documentation with proposal document)
 - Toss of the Coin
16. Payment for Services or Merchandise: The School Board of Pasco County normally issues payment for services or merchandise within thirty (30) days from receipt of invoices, provided the goods and/or services have been received in a satisfactory and proper manner. All discounts must be included in proposal price and should be based on thirty (30) day payment. Except by prior agreement, the Board will not consider special discounts on shorter time intervals, nor will they consider proposals that impose penalties or service charges for periods beyond thirty (30) days.

INSTRUCTIONS TO PROPOSERS

17. Proposal Results: The District School Board of Pasco County holds regular meetings on the first and third Tuesday of each month. In accordance with the Administrative Procedures Act, all proposal recommendations are posted in the Purchasing Department on the Wednesday preceding the Board meeting. Interested parties may obtain posting dates of proposals from the Purchasing Department; however, individual proposal recommendations will not be given over the telephone due to the length of time involved. Proposers are encouraged to review the proposal tabulation/recommendation postings during normal School Board working hours in the Purchasing Department.
18. Posting of Proposal Tabulations/Recommendations: In accordance with the Florida Administrative Procedures Act, proposal tabulations/recommendations are posted for a minimum of seventy-two (72) hours prior to the special or called School Board meeting on which official action will be taken. It shall be the interested party's responsibility to ascertain the actual date of posting and/or Board meeting for the specific proposal of interest. Postings can be viewed at www.purchasing.pasco.k12.fl.us under "Vendors/Board Recommendations." Also reference School Board Policy 6320 at the same URL above, under "Doing Business with Pasco County Schools," for specific information regarding vendor complaints and disputes.
19. Protests: All bidders are cautioned that strict guidelines and timetables must be followed in order to file an official protest on specifications or the award of bids. A copy of Board Policy 6320 is posted in the office of the Purchasing Agent for review; copies may also be obtained upon request. Failure to adhere to Board Policy 6320, or failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

All notices and protest documents must be delivered to the purchasing agent or his designee, along with a protest bond in an amount equal to one percent of the purchasing agent's estimate of the total volume of the contract/bid; the amount shall not exceed \$5,000 nor be less than \$500. Such bond shall be conditioned upon payment of all costs that may be adjudged against the protester in the Board's administrative hearing in which the action is brought and in any subsequent court proceeding. In the event the protest is resolved, by mutual agreement or by dismissal prior to an adjudication at the administrative hearing, the bond will be held by the District until such time as all costs associated with the protest which have been incurred by the District are paid by the protester, unless the parties agree to the contrary.

20. Public Entity Crimes: A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

The prospective proposer certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction per the provisions of Florida Statute 287.133(2) (A).

INSTRUCTIONS TO PROPOSERS

Public Entity Crimes continued:

Federal Debarment Certification: Certification regarding debarment, suspension, ineligibility and voluntary exclusion. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR, Part 85, as defined at the 34 CFR Part 85, Section 85.105 and 85.110-(ED80-0013).

- a) **The prospective lower tier (\$25,000) participant certifies, by submission and signature of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.**
- b) Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Fair Labor Standards Act - "Hot Goods:" The proposer's signature on the proposal certifies that these goods are or will be produced in compliance with all applicable requirements of Section 6, 7 and 12 of the Fair Labor Standards Act, as amended, and/or regulations and orders of the United States Department of Labor issued under Section 14 thereof.

- 21. **Assignments:** Any contract or purchase order issued pursuant to this proposal invitation, and any monies which may become due hereunder, are not assignable except with the written consent of The District School Board of Pasco County or its agent. Any requests for assignment must be directed to the Purchasing Agent, in writing, stating the reason for the request and any other particulars germane to the proposition.
- 22. **Drug-Free Workplace Certification:** In accordance with Section 287.087 F.S., the proposal preference shall be given to businesses with drug-free workplace programs, whenever two or more proposals 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 proposal received from a business that certifies that it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie proposals will be followed if none of the tied proposers have a drug-free workplace program.

Action Required: Please include a statement in the proposal as to whether or not your workplace has implemented a Drug-Free Workplace Program. The absence of this statement in the proposal document will be construed to mean that there is no such program in place.

- 23. **Occupational Health and Safety (OSHA):** In compliance with Occupational Safety and Health Administration (OSHA) Hazard Communication Standard 29 CFR 1910.1200, any item delivered from a contract resulting from this proposal must be accompanied by a MSDS. The MSDS will be maintained by the user agency and must include the following information:
 - a) The chemical name and the common name of the toxic substance.
 - b) The hazards or other risks in the use of the toxic substance, including:
 - 1) The potential for fire, explosion, corrosiveness, and reactivity;
 - 2) The known acute and chronic health effects or risks from exposure, including the medical conditions which are generally recognized as being aggravated by exposure to the toxic substance; and,
 - 3) The primary routes of entry and symptoms of overexposure.

INSTRUCTIONS TO PROPOSERS

Occupational Health and Safety (OSHA) continued:

- c) The proper precautions, handling practices, necessary personal protective equipment, and other safety precautions in the use of or exposure to the toxic substances, including appropriate emergency treatment in case of overexposure.
 - d) The emergency procedures for spills, fire, disposal and first aid.
 - e) A description, in lay terms, of the known specific potential health risks posed by the toxic substance intended to alert any person reading this information.
 - f) The year and month, if available, that the information was compiled and the name, address and emergency telephone number of the manufacturer responsible for preparing the information.
24. Default: Should any proposer fail to enter into a contract with the School District on the basis of the submitted proposal by said proposer, or in the event of a default, the proposer acknowledges that proposer shall be liable to the School District for the difference between such proposal price and the price the School District pays to secure the merchandise or service from another source, in addition to attorneys' fees and costs of collection. Failure to pay said amounts to the School District upon demand would result in the company being barred from doing business with the School District for a period of not less than three (3) years from date of default. Thereafter, the proposer may request to be reinstated.
25. Gratuities: In the event that any gratuities or "kickbacks" are offered or tendered to any School District employee or a subcontractor as an inducement for award of a proposal, subcontract or order, the proposal shall be disqualified and the proposer shall not be reinstated.
26. Indemnification: As provided for under common law, and to the extent specifically authorized by Section 768.28, Florida Statutes, each of the parties to this Agreement hereby agrees to indemnify and hold the other party hereto harmless from and against all damages of any nature whatsoever which are caused or materially contributed to by the negligent acts of any officer, employee, and agent or other representative of the indemnifying party and which are not caused or materially contributed to by any officer, employee, agent or other representative of the indemnified party. It is further agreed that liability and exposure for indemnification will be governed by the provisions of Section 768.28 (5), Florida Statutes.
27. Open Records: All information submitted in response to this request shall be subject to compliance with Florida Statute Chapter 119.07, Public Records, and 815.045, Trade Secrets. All information submitted as "Trade Secret" information should be submitted in a separate envelope and so indicated. If challenged, the proposer who submits the "Trade Secret" information will bear all costs associated with defending their position.
28. Court Venue: Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in the appropriate court in and for Pasco County, State of Florida. The laws of the State of Florida shall govern this transaction.
29. Fiscal Non-funding Clause: In the event sufficient budgeted funds are not available, Purchasing shall notify the proposer of such occurrence and the contract shall terminate without penalty or expense to the School District.
30. Discrimination: An entity or affiliate which has been placed on the discriminatory vendor list may not submit a proposal on a contract with a public entity for the construction or repair of public building or public work, may not submit proposals on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor or consultant under contract with any public entity, and may not transact business with any public entity.

INSTRUCTIONS TO PROPOSERS

- 31. Vendor's Records: The District School Board of Pasco County reserves the right to review any and all vendor records that are connected with any District School Board of Pasco County purchase resulting from this award for a period of not less than five (5) years after the end of the contract.
- 32. Collusion: The proposer, by affixing their signature to this proposal, certifies that their proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same item(s)/service(s), and is, in all respects, fair, without outside control, collusion, fraud or otherwise illegal action.
- 33. Conflict of Interest: Proposer **must** execute either Section I or Section II hereunder relative to Florida State Statute 112.313(12). Failure to execute either section may result in rejection of this proposal/proposal.

SECTION I

I hereby certify that no official or employee of Pasco County Public Schools requiring the goods or services described in these specifications has a material financial interest in this company.

Signature

Company Name

Name of Official (Type or Print)

Business Address

City, State, ZIP Code

SECTION II

I hereby certify that the following named Pasco County Public Schools official(s) and/or employee(s) having material financial interest(s) (in excess of 5%) in this company have filed Conflict of Interest Statements with the Supervisor of Elections, 14236 Sixth Street, Dade City, Pasco County, Florida, 33523, prior to proposal opening.

Name
Filing

Title or Position

Date of

Name
Filing

Title or Position

Date of

Signature

Company Name

Print Name of Certifying Official

Business Address

City, State, ZIP Code

INSTRUCTIONS TO PROPOSERS

34. Conditions for Emergency / Hurricane or Disaster: It is hereby made a part of this invitation to bid that before, during and after a public emergency, disaster, hurricane, flood or acts of God that the municipal government, through the District School Board of Pasco County, shall require a "first priority" basis for goods and services. It is vital and imperative that the majority of citizens are protected from any emergency situation, which threatens public health and safety, as determined by the District School Board of Pasco County. Vendor/Contractor agrees to rent/sell/lease all goods and services to the District School Board of Pasco County or other government entity as opposed to a private citizen, on a first priority basis. The District expects to pay a fair and reasonable price for all products in the event of a disaster, emergency or hurricane. Vendor/Contractor shall furnish "24-hour" phone number in the event of such an emergency.

I hereby understand and agree to the above statement:

(Signature)	(Print Name)	(Title)
-------------	--------------	---------

Emergency Telephone Number: _____

Home Telephone Number: _____

Beeper or Cellular Phone Number: _____

35. Familiarity with Laws: The contractor is required to be familiar with all Federal, State, and local laws, ordinances, rules and regulations that may in any manner affect the work. Ignorance on the part of the contractor will in no way relieve him from any responsibility or liability arising from the award. The awarded contractor assures and certifies that they will comply with:
- U.S. EPA Asbestos Containing Materials in Schools, final Rule and Notice 40CRF763, Reference 736.99(a)(7).
 - Contract Work Hours and Safety Standards Act of 1962, 40 U.S.C. 327 et seq.
 - Federal Fair Labor Standards Act, 29 U.S.C. Section 201 et seq.
 - Title VI of the Civil Rights Act of 1964
 - Age Discrimination Act of 1975
 - Executive Order 11246 as amended by Executive Orders 11375 and 12086 related to discrimination.
 - Americans with Disabilities Act
 - Anti-Kickback Act of 1986, 41 U.S.C. Section 51
 - The Hatch Act, 18 U.S.C. 594, 598, 600-605
 - Uniform Federal Accessibility Standards, 41 C.F.R. Section 101-19.6
 - Title IX of the Education Amendments of 1972, 20 U.S.C.: 1681-1683 and 1685-1686 prohibiting discrimination on the basis of sex.
 - Comprehensive Alcohol and Alcoholism Prevention Treatment and Rehabilitation Act of 1970, 42 U.S.C. 4521-45-94
 - Public Health Service Act of 1912, 42 U.S.C. 290 dd-3 and 290 ee-3
 - Lead-Based Paint Poison Prevention Act
 - Energy Policy and Conservation Act, P.L. 94-163: 42 U.S.C.
 - Clean Air Act of 1955, 42 U.S.C. 7401-7642
 - Clean Water Act of 1977
 - Immigration and Nationality Act, 8 U.S.C. Section 1324a(e) Section 274A(e)
 - Records Retention, 34 C.F.R.

INSTRUCTIONS TO PROPOSERS

36. Proposal Documents: Proposer must return the entire proposal document (all pages, including cover sheet and general instructions) as an intact document. At the bottom of each page you must record the company's name and the initials of the person completing the forms. Failure to submit an entire proposal document will result in automatic disqualification of the submittal.
37. Non-Renewal: The School Board issues a written renewal request to awarded proposers if such renewal has been authorized by the operating department or school. Proposers are advised that if they have not received this renewal form thirty (30) calendar days prior to the current proposal's expiration date, the School Board has chosen not to renew the RFP.
38. Budget Issues: At the present time, funding to the District from the Florida State Department of Education has been significantly reduced. It is important that proposers understand the District's budgetary restrictions when offers are submitted. To fulfill our fiduciary responsibilities, we are hereby requesting that all pricing submitted be as competitive as possible, so that we may return maximum value to our constituents. By signing this proposal document, the proposer is acknowledging that the District's current or future budgetary shortfalls may materially impact long-term completion of the District's obligations under this contract, and/or may materially impact the District's ability to renew the contract for subsequent terms.
39. Contractual Relationship: Nothing herein shall be construed as creating the relationship of employer or employee between the District and the Contractor or between the District and the Contractor's employees. The District shall not be subject to any obligations or liabilities of the Contractor or his employees, incurred in the performance of the contract unless otherwise herein authorized. The Contractor is an independent Contractor and nothing contained herein shall constitute or designate the Contractor or any of his employees as employees of the District. Neither the Contractor nor his employees shall be entitled to any of the benefits established for District employees, nor be covered by the District's Workers' Compensation Program.
40. Disclosing Confidential Information: The District School Board of Pasco County prohibits vendors from disclosing, utilizing, selling or sharing student or staff directory and/or confidential information for commercial purposes. When such information is required to perform the services outlined within the scope of this bid or Request for Proposal, vendors must obtain a written release through the Superintendent or his/her designee and the Purchasing Agent. Vendors found in default of this clause will be removed from the District's active vendors' database for a period of up to three years. The District reserves the right to seek legal remedies for said breach as allowed by law.
41. Civil Rights Act of 1964: Proposer shall comply with all applicable laws, ordinances, codes and statutes of any and all local, state, or national governing bodies included within this section. Proposer shall comply with the regulations of the Civil Rights Act of 1964, in which no person in the United States shall on the grounds of race, creed, color, or national origin be excluded from participation in or be denied the proceeds of, or be subject to discrimination in the performance of this Contract.

INSTRUCTIONS TO PROPOSERS

42. Termination / Cancellation of Contract: The School Board reserves the right to cancel the contract without cause with a minimum thirty (30) days written notice.

Termination or cancellation of the contract will not relieve the bidder of any obligations for any deliverables entered into prior to the termination of the contract (i.e., reports, statements of accounts, etc., required and not received).

The bidder may cancel the resulting contract with One Hundred and Twenty (120) days **written** notice to the Director of Purchasing and Warehouse. Failure to provide proper notice may result in the bidder being barred from future business with the School District.

43. Termination for Default: The School District's Contract Administrator shall notify, in writing, the bidder of deficiencies or default in the performance of its duties under the Contract. Three separate documented instances of deficiency or failure to perform in accordance with the specifications contained herein shall constitute cause for termination for default, unless specifically specified to the contrary elsewhere within this solicitation. It shall be at the School Board's discretion whether to exercise the right to terminate. Bidder shall not be found in default for events arising due to acts of God.

44. Ex Parte Communications: In order to preserve the integrity and impartiality of the assessment and award processes, proposers are strictly prohibited from discussing their proposals during any phase of the solicitation and/or award with members of the Evaluation Committee, administrative staff or School Board members except as specifically authorized by Fla. Stat. 120.57 and School Board policy 6320. Failure to comply with this requirement will result in the proposer being automatically disqualified from the solicitation, and may result in the proposer being barred from doing business for a period of time not to exceed three (3) years. If you have questions regarding this solicitation, please refer to the section entitled "Contact Information," below.

Cut along the outer border and affix this label to your sealed proposal envelope to identify it as a “Sealed Proposal.” Be sure to include the name of the company submitting the proposal where requested:

DELIVER TO:
DISTRICT SCHOOL BOARD OF PASCO COUNTY
PURCHASING DEPARTMENT
20430 GATOR LANE
LAND O’LAKES, FL 34638

**SEALED PROPOSAL – DO NOT
OPEN**

SEALED PROPOSAL NO: 11-071-DM

PROPOSAL TITLE: Geotechnical and Material Testing Services

DUE DATE/TIME: April 4, 2011 @ 2:30 PM

SUBMITTED BY: _____

Please Note:

From time to time, addenda may be issued to this proposal. Any such addenda will be posted at www.pasco.k12.fl.us (at Purchasing website, under “Vendor Bid”). Any addenda issued must be signed and returned with the proposal document.

The District School Board’s Purchasing Department can also be reached at the following phone numbers:

Phone: 813-794-2221
Fax: 813-794-2111

If you are registered with Vendor Bid , you will receive automatic notification of proposals and addenda. You must have a valid W-9 form on file and be registered under Vendor Bid in order to conduct business with The District School Board of Pasco County.

Company Name/Initials _____
District School Board of Pasco County

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY FL

RFP TITLE: Geotechnical and Material Testing Services

DUE DATE/TIME: April 4, 2011 @ 2:30 PM

RFP NUMBER: 11-071-DM

IMPORTANT NOTE REGARDING TERMS AND CONDITIONS

This document, and any Addenda issued, will serve as the contract between the parties. No separate document will be negotiated or executed. Initials at the bottom of each page, and a fully executed signature page, are mandatory. The District reserves the right to deem conditional proposals (i.e., counter-proposals on specific terms and conditions) non-responsive; any such proposals may not be considered.

PURPOSE/SCOPE OF WORK:

This proposal seeks to identify three (3) firms to provide geotechnical background /recommendations and material testing services on an as-needed basis to the District School Board of Pasco County, Florida. Collecting samples, testing and/or inspections may include, but are not limited to: field, laboratory, soil, concrete, asphalt, steel, subsurface, threshold, and pile load. All testing shall conform to the Florida Department of Transportation Manual of Sampling and Testing Methods. This RFP will be a three-year contract, renewable annually based upon successful performance and the mutual consent of both parties.

CONTACT INFORMATION:

The Buyer Assistant for this project is Deb Mateo, Purchasing, (813) 794-2227, e-mail dmateo@pasco.k12.fl.us. All questions should be directed to Ms. Mateo; vendors are also encouraged to post questions on Vendorbid.

TIMELINE:

	Dates
RFP issued:	February 21, 2011
Advertisements:	February 23, February 27, and March 6, 2011
RFP responses due:	April 4, 2011 at 2:30 pm
RFP evaluated:	April 4 - April 21, 2011
Anticipated recommendation to Board:	April 26, 2011
Anticipated Board approval:	May 3, 2011

Note: The District School Board is closed for Spring Break from Monday, March 14 – Friday, March 18, 2011.

EVALUATION COMMITTEE:

RFP responses will be evaluated by three (3) representatives from various District Departments: Construction Services and Code Compliance, Maintenance, and Planning.

Company Name/Initials _____
District School Board of Pasco County

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY FL

RFP TITLE: Geotechnical and Material Testing Services

DUE DATE/TIME: April 4, 2011 @ 2:30 PM

RFP NUMBER: 11-071-DM

RFP MANDATORY SUBMITTALS:

Please note the important RFP requirements outlined below. Failure to provide all information contained in this section may result in the proposer's RFP being deemed non-responsive and, therefore, eliminated from further consideration. Please remember to sign all documents.

1. This entire document, signed at Paragraph 33 Instructions to Proposers, initialed on each page, and fully executed on the final signature page.
2. One (1) original RFP submittal, clearly marked and identified as "Original," and three (3) copies.
3. Copy of State License issued by the Florida Department of Professional Regulation.
4. All submittals listed under RFP Response, below.
5. Sign and return the Employment/Employee Background Checks regarding fingerprinting.
6. Details regarding response time (refer to #1 Office Location under RFP Response).

RFP EVALUATION CRITERIA:

All proposals will be independently reviewed and scored by the Evaluation Committee during the RFP evaluation period noted above. References will be checked and scored by the Purchasing Department. All scores will be totaled and then averaged to determine the respondents with the highest average score. The three (3) firms with the highest average score (short list) will be recommended to the School Board.

It is the intent of this RFP to award work to the top three (3) ranked firms. After School Board approval, various departments throughout the district will utilize the services of all three firms on a rotational basis, with the initial rotation schedule established by the final rank order. On a rotational basis when subsequent projects within the scope of this RFP are generated, pricing will be negotiated with the highest ranked vendor in rotation, the Construction Services and Code Compliance Department negotiation on scheduled projects in good faith and in accordance with Section 287.055, F.S. Should the District fail to reach accord as to pricing with supplier in rotation, the District reserves the right to negotiate, in turn, with the next ranked supplier until agreement is reached.

On projects within the scope of this RFP, should the District be unable to successfully negotiate a contract with the 1st, 2nd, and 3rd ranked suppliers, the District reserves the right to negotiate for that package with suppliers ranked 4th and lower.

Evaluations will be based on the following criteria, using a 1 (low) to 5 (high) rating scale. All criteria are weighted equally, with 25 being the maximum number of points awarded.

- Office location (See NOTE under #1 of RFP RESPONSE)
- Standard Form 330 (Formally SF 254 & 255)
- References
- Previous successful work for the District School Board
- Sample proposal request for geotechnical services

Company Name/Initials _____
District School Board of Pasco County

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY FL

RFP TITLE: Geotechnical and Material Testing Services

DUE DATE/TIME: April 4, 2011 @ 2:30 PM

RFP NUMBER: 11-071-DM

RFP RESPONSE

Provide answers to the following questions in your RFP response. It is important that you:

- Use the same numbering system reflected below.
- Follow the same order of questions and answers.
- Restate the question and then provide your response.
- DO NOT cross-reference to "See Attached" without clearly identifying the location in your RFP response where the information can be found.

1.) Office Location (Max. 5 points)

Points will be awarded, using Google maps as the criteria, as follows:

- If the office from which test is being conducted is between:

1-15 miles from District Office = 5 points
16-30 miles from District Office = 4 points
31-45 miles from District Office = 3 points
46-60 miles from District Office = 2 points
61-75 miles from District Office = 1 point
75+ miles from District Office = 0 points

IMPORTANT NOTE: Under mandatory submittals, Vendor must provide an approximate response time after call-out. This response time must not exceed forty-eight (48) hours. Note that this response becomes part of the contractual obligation by the proposers.

All information provided will be verified.

2.) Form 330 Architect – Engineer Qualifications (Max. 5 points)

Attach forms providing information for only that office which will be performing testing services under this RFP. Leave reference information blank and provide under number three (3) below. Provide resumes for all technical personnel who will be dispatched to the field to take samples.

3.) References (Max. 5 points)

Provide the name, company, title and phone number of the last five (5) governmental entities for which your company provided testing services. The District's Purchasing Department will select three (3) references to contact for information regarding your company. Questions will be asked (range 1=low to 5=high) regarding your company's ability to deliver projects on time and within budget, if your staff was professional and cooperative to deal with, if the company would contract with you for future projects, and an overall performance rating (ranging from "outstanding" to "poor"). Scores for all three (3) references will be averaged. A score totaling below three(s) from any reference will eliminate the proposer's response from further consideration in the sole opinion of the District.

4.) Previous Work for District (Max. 5 points)

Please outline testing performed for the District within the last five (5) years. We will review the quality of the work performed with the UBCI (EFI), Project Coordinator or Facility Specialist assigned to that new school or major capital improvement construction project. Each satisfactory school project performed will receive one (1) point, up to a maximum of five (5) points.

Company Name/Initials _____
District School Board of Pasco County

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY FL

RFP TITLE: Geotechnical and Material Testing Services

DUE DATE/TIME: April 4, 2011 @ 2:30 PM

RFP NUMBER: 11-071-DM

RFP RESPONSE

5.) Sample Proposal Request for Geotechnical Services (Max. 5 Points)

Please attach a copy of a recent quote for a specific job/scope of services. The sample can be from a job for the District or from another governmental entity. It is acceptable to "white out" the name of the other entity. The intent of this requirement is to compare and determine which firm(s) provide(s) the greatest detail, specificity and clarity in their proposal requests. **Do not include any pricing information, as pricing is not a consideration in evaluation of this criteria.**

ADDITIONAL TERMS AND CONDITIONS:

- After RFP award, the District will require documentation from the awarded vendor regarding the turnaround/delivery time required for all services and tests provided.
- With 30 days' written notice, and at any time during the course of performance, the District shall have the right to terminate this RFP and any subsequent contract in whole or in part, for its convenience by written, fax or e-mail notice. Upon receipt of any termination notices, the awarded firm shall immediately discontinue services on the date and to the extent specified in the notice.

The awarded firm shall be paid the actual costs incurred during the performance hereunder not previously reimbursed by the District, to the time specified in said notice. Reimbursements will be made to the extent such costs are actual, necessary, reasonable, and verifiable, and have been incurred by the awarded firm prior to, and in connection with, the discontinuing work hereunder. In no event shall such cost include unabsorbed overhead or anticipatory profit.

- All engineering data, maps, plans, specifications, drawings, or other District-furnished property shall remain the exclusive property of the District. The awarded firm agrees that such District property will be used for no purpose other than for work for the District under this RFP and/or any subsequent contract. The awarded firm shall sign and deliver written, itemized receipts for all such property and shall be responsible for its safekeeping.
- Performance of obligations under this RFP by each party shall be pursued with due diligence in all requirements herein; however, neither party shall be liable for any loss or damage for delay or nonperformance due to causes not reasonably within its control. In the event of any delay resulting from such causes, the time for performance and payment hereunder shall be extended for a period of time reasonably necessary to overcome the effect of such delays. In the event of any delay or nonperformance caused by such uncontrollable forces, the party affected shall promptly notify the other, in writing, of the nature, cause, date of commencement thereof, and the anticipated extent of such delay, and shall indicate whether it is anticipated that the completion dates would be affected thereby.

Company Name/Initials _____
District School Board of Pasco County

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY FL

RFP TITLE: Geotechnical and Material Testing Services

DUE DATE/TIME: April 4, 2011 @ 2:30 PM

RFP NUMBER: 11-071-DM

Employment/Employee Background Checks

The awarded contractor shall be fully and solely responsible (the liabilities and responsibilities of his subcontractors are not eliminated) for all matters regarding the personal safety and integrity of School Board records of school personnel and students. By signing this document, you are attesting to the fact that your employees and subcontractor's employees working on School Board property or projects have been properly screened on Level 2 (criminal background checks, fingerprinting, etc.) in accordance with Florida Statute 1012.32(2)(a) and 1012.465(1) and have not been found guilty or pled guilty or nolo contendere (no contest) regardless of adjudication, to any crime listed in State Statute 435.04, including, but not limited to: murder, rape, molestation, aggravated assault, aggravated battery, kidnapping, sexual battery, lewdness and indecent exposure, incest, child abuse, negligent treatment of children, etc. Any costs associated with the screening are the sole responsibility of the contractor (or subcontractor).

SIGNATURE: _____
(Written) (Officer of Company or Corporation)

TITLE: _____

DATE: _____

Company Name/Initials _____
District School Board of Pasco County

OFFICIAL BID FORM DISTRICT SCHOOL BOARD OF PASCO COUNTY FL

RFP TITLE: Geotechnical and Material Testing Services

DUE DATE/TIME: April 4, 2011 @ 2:30 PM

RFP NUMBER: 11-071-DM

PURCHASES BY OTHER PUBLIC AGENCIES: With the consent and agreement of the successful proposer(s), purchases may be made under this proposal by other governmental agencies within the State of Florida. Such Purchases shall be governed by the same terms and conditions as stated herein.

Agree to extend pricing to all agencies within the following counties: (check those applicable)

<input type="checkbox"/> Hillsborough	<input type="checkbox"/> Polk	<input type="checkbox"/> Citrus	<input type="checkbox"/> Volusia	<input type="checkbox"/> Pinellas
<input type="checkbox"/> Sarasota	<input type="checkbox"/> Hernando	<input type="checkbox"/> Pasco	<input type="checkbox"/> Manatee	<input type="checkbox"/> Osceola
<input type="checkbox"/> Desoto				

Agree to extend pricing to all other agencies within the State of Florida.

IT IS THE SOLE RESPONSIBILITY OF THE PROPOSER TO COMPLY WITH PROVISIONS OF THE IMMIGRATION REFORM AND CONTROL ACT OF 1986.

The District School Board of Pasco County hereby stipulates and affirms its policy of offering Equal Employment and Educational Opportunities for all persons regardless of race, creed, color, sex, national origin, age or handicap. The failure of any contractor supplier to the Board to comply with the terms of this Equal Employment Opportunity Policy will subject any contract or purchase order to revocation.

FIRM NAME: _____

ADDRESS: _____

CITY, STATE, ZIP CODE: _____

TELEPHONE # AREA CODE: _____ FAX # AREA CODE: _____

E-MAIL ADDRESS: _____

The signing of this proposal form certifies that I have read and agree to abide by the accompanying cover letter, general instruction, special instructions and specifications. NOTE: This sheet and the accompanying documents constitute a firm offer from the proposer; however, acceptance by The Board of any or all parts herein does not constitute a contract. Before commencing any work, the Superintendent or his or her authorized representative shall properly execute a Purchase Order (or contract), and it shall become the written agreement between the parties. All terms and conditions of this proposal are included and become a part of the written agreement between the parties.

NAME: _____

(Typed)

TITLE: _____

SIGNATURE: _____

(Written) (Officer of Company or Corporation)