

TO: PROPOSERS FOR EMERGENCY RESPONSE AND DISASTER RECOVERY SERVICES

FROM: Joe O'Connor, Purchasing Specialist

RE: RFP #10005/JO – Emergency Response and Disaster Recovery Services – Facilities Services – 2009/10

RFP REQUEST

The School Board of Brevard County, Florida respectfully requests that you submit a Proposal on the above captioned matter, F.O.B. Brevard County, Florida. Please return this RFP package, executed, as your proposal. Retain a copy of the bid for your files. Our form must be used as no other format will be accepted. If additional space is required, submit with attachments using our bid format referencing your name, address and our bid number on each page. Complete our bid form in total. Omit no information requested.

PROPOSAL SUBMITTALS

The envelope in which you seal your submittals and proposals must be in full accordance with the enclosed specific qualification requirements. The larger outside envelope/container, containing the two smaller envelopes, must be sealed and clearly marked on the outside: RFP No. 10005/JO – Emergency Response and Disaster Recovery Services – Facilities Services – 2:00 p.m. – 4/15/10, along with company name and return address. All bids shall be mailed or hand-delivered to The School Board of Brevard County, Purchasing Department, Pod 8--Room 802, 2700 Judge Fran Jamieson Way, Viera, FL 32940-6601. **Proposals will be received in the Purchasing Department up until, but no later than: 2:00 p.m., April 15, 2010.** Proposals will be opened at that time. Any proposal received after stipulated time and date will not be accepted, nor opened, and will be returned.

BID - BOARD APPROVAL OR REJECTION AUTHORITY

No proposal may be withdrawn prior to Board approval without a written request by the proposer, and written consent of the buyer. The Board reserves the right to waive formalities in any proposal and to accept any proposal which it considers to be in the best public interest, and to reject any or all proposals. The decision of the Board shall be final.

In the event your firm has any immediate relatives employed by the School Board of Brevard County, please list any and all names and locations of employment. REF. SECTION 112.313 FS

If you have any questions concerning this bid, please contact: Joe O'Connor, Purchasing Dept., at 321-633-1000, ext. 470.

SPECIFIC QUALIFICATION REQUIREMENTS OF PROPOSERS

This document is to explain and define the method of submitting and responding to all proposals initiated by the Purchasing Department of the School Board of Brevard County. All proposals and related documents will be submitted in the following manner and any deviation of this method will be specific cause for non-acceptance of said proposal. Any document not completed in its entirety will be cause for non-acceptance of the respective proposal. All proposal responses will be separated into two (2) sealed envelopes labeled accordingly:

ENVELOPE "A" MARKED WITH: RFP #, Date & Time of Proposal Submittal, Category & Envelope "A"

Sealed Envelope "A": will include only the following as checked. All checked documents must be enclosed in Envelope "A". Do not omit any required/check forms/submittals.

- ☒ 1) General Conditions - signed by proposer. Required on all proposals.
- ☒ 2) Asbestos (AHERA) Document - signed by proposer. Required if work is to be done on Brevard County School Board property.
- ☒ 3) Insurance Compliance Requirements - signed by proposer. Proof of Insurance to be included if work is to be done on Brevard County School Board property.
- ☐ 4) Bond Agreement - signed by proposer.
5% Bid Bond -- required with proposal.
- ☒ 5) Joint Cooperative Governmental Purchasing Program - signed by proposer.
- ☒ 6) Drug Free Work Place, Sect. 287.087 FL Statutes - signed by proposer.
- ☒ 7) All Associated Addendums

RFP SUBMITTAL

Will include only the following:

Eight (8) hardcopy RFP submittals with one (1) hardcopy response marked as 'Original' containing all original documents of the required response to the RFP. See sections 2, and 5 for clarification.

Proposers' submittals, i.e., Envelope "A" and "RFP Submittals" must be sealed in one larger envelope or container marked with Company Name, Return Address, RFP Number, Date & Time of Proposal Submittal. If any document included in our proposal request that is required to be completed and returned in Envelope "A" is omitted or unsigned, the actual RFP Submittals will be not considered.

Any deviation from this format will be cause for return of proposal or rejection of proposal to non-responsive and/non-responsible proposer. Proposal envelope "A" will be opened first to determine compliance or noncompliance.

GENERAL CONDITIONS

SUBMIT PROPOSAL TO: The School Board of Brevard County Office Of Purchasing Services 2700 Judge Fran Jamieson Way Viera, FL 32940-6699		REQUEST FOR PROPOSAL RFP Acknowledgment	
RFP TITLE: Emergency Response and Disaster Recovery Services		RFP NO 10005/JO	
RFP DUE DATE AND TIME: April 15, 2010 @ 2:00 PM		BUYER: Joe O'Connor	
PURCHASING TELEPHONE NUMBER: (321) 633-1000 Ext. 470		ISSUE DATE: March 29, 2010	
Vendor Name:		If returning as a "No Proposal" state reason:	
Vendor Mailing Address:			
City – State – Zip Code:			
Vendor Number:	Taxpayer Identification	Telephone Number:	Toll-Free Number: Fax Number:
Internet E-Mail Address:			Internet URL
I certify that this Proposal is made without any prior understanding, agreement, or connection with any corporation, firm or person submitting a Proposal for the materials, supplies or equipment, and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of the Proposal and certify that I am authorized to sign this Proposal for the Proposer. In submitting a Proposal to the School Board of Brevard County, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the School Board of Brevard County all rights, title and interest in and to all causes of action it may now or hereafter acquired under the Anti-trust Laws of the United States and the State of Florida for price fixing relating to the particular commodities or services purchased or acquired by the School Board of Brevard County. At the School Board's discretion, such assignment shall be made and become effective at the time of final payment to the Proposer.		I agree to adhere to all requirements referenced in these General Conditions as well as all other requirements specified in the RFP Documents for the life of the contract and certify that I am authorized to sign this Proposal for the Proposer.	
		X _____ Signature of Authorized Representative (Manual)	
		_____ Name of Authorized Representative (Typed or Printed)	
		_____ Title	
		_____ Date	
PURCHASING CARDS: ☒ Not applicable to this RFP. District personnel may choose to use a Purchasing Card in place of a purchase order to make purchases from this proposal. Unless exception to this condition is checked below, the proposer, by submitting a proposal, agrees to accept the purchasing card as an acceptable form of payment and may not add additional service fees or handling charges to purchases made with the purchasing card. Refusal to accept this condition may cause your proposal to be declared non-responsive. ☐ I do not accept the above condition.			

PROPOSERS: To insure acceptance of the Proposal, follow these instructions.

1. **SEALED RFP REQUIREMENTS:** All proposal sheets and this form must be executed and submitted in a sealed envelope. (DO NOT INCLUDE MORE THAN ONE PROPOSAL PER ENVELOPE.) The face of the envelope shall contain in addition to the above address, the date and time of the proposal opening and the RFP number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2.
 - a) Taxes: The School Board does not pay federal excise and state sales taxes. Do not include these items on invoices. The applicable tax exemption number is shown on purchase orders.
 - b) Mistakes: Proposers are expected to examine the specifications, delivery schedule, proposal prices and extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk.
 - c) Conditioning & Packaging: It is understood and agreed that any item offered or shipped as a result of this proposal shall be new (current production model at the time of this proposal). All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

d) Underwriter's Laboratories: Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval of reexamination listing where such has been established by U.L. for the item(s) offered and furnished.

e) Proposer's Conditions: Any conditions to be made as part of the proposal should be submitted by letter with notes thereof on proposal sheet for consideration.

3. Equivalents: Any manufacturer's names, trade names, brand names, information and/or catalog numbers listed in a specification, unless noted otherwise, are for information and not to limit competition. Proposal any brand, which meets or exceeds the quality of specifications, listed for any item. Indicate on the proposal form the manufacturer's name and number and indicate any deviation from the specifications as listed. If the proposal is based on equivalent products, include two (2) copies of fully descriptive literature on item(s). Lacking any written indication of intent to quote an alternate brand or model number, the proposal will be considered as a quotation in complete compliance with the specifications as listed in the proposal form.

4. Nonconformance to Contract Conditions: Items may be tested for compliance with specifications. Items delivered not conforming to specifications may be rejected and returned at vendor's expense. These items, and items not delivered as per delivery date in proposal and/or purchase order may be purchased on the open market. Any increase in cost may be charged against the proposer. Any violation of these stipulations may also result in: 1) Vendor's name being removed from the proposal list, and: 2) Claims against Performance Bonds will be implemented for damages.

5. Samples: Samples of items, when required, must be furnished free of expense and, if not destroyed, will, upon request, be returned at the proposer's expense. Request for the return of samples must be made within 10 days following opening of proposals. Each individual sample must be labeled with proposer's name, proposal number, and item number. Failure of proposer to either deliver required samples or to clearly identify samples as indicated may be reason for rejection of the proposal.

6. Delivery: Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award. Delivery shall be within the normal working hours of the user Monday through Friday.

7. Interpretations: Any questions concerning conditions and specifications shall be submitted to the buyer no later than three (3) days prior to the proposal opening.

8. Notice of Proposal Protest Bonding Requirement: Any person who files an action protesting a decision or intended decision pertaining to this proposal pursuant to FS 120.57(3)(b), shall post with the purchasing department at the time of filing the formal written protest, a bond payable to the School Board of Brevard County in an amount equal to 1 percent (1%) of the total estimated contract value, but not less than \$500 nor more than \$5,000, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protester in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

9. Awards: Awards will be made to the lowest and best firm proposal price from the most responsive and responsible proposer, meeting all the specifications and/or criteria, printed matter, attachments, drawings, schematics, and pre-proposal conferences (if any.). In the best interest of the School Board, the right is reserved to reject any and all proposals, to reject or accept any item or group of items.

10. Additional Quantities: Unless qualified by proposer, acquisition of additional quantities at prices quoted on the invitation is at Buyer's discretion. If not the case, the proposal sheets must be noted "Proposal for Specified Quantity Only."

11. Inspection, Acceptance & Title: Inspection and acceptance will be at destination unless otherwise provided. Title to or risk of loss or damage to all items shall be the responsibility of the successful proposer until acceptance by the buyer.

12. Payment: Payment will be made by the accounting department or by Purchasing Card if applicable to this proposal, after the items awarded to a vendor have been received, inspected, and found to comply with award specifications free of damage or defect and properly invoiced.

13. Disputes: In case of any doubt or difference of opinion as to the items to be furnished, the decision of the buyer shall be final and binding on both parties.

14. Legal Requirements: Federal, State, County and local laws, ordinances, rules and regulations that in any manner affect the items covered herein apply. Lack of knowledge by the proposer will in no way be a cause for relief from responsibility.

15. Special Conditions: Any and all Special Conditions that may vary from these General Conditions shall have precedence.

16. Validity: Bids must be valid for one year after date of award, unless otherwise stipulated in bid request, or bidder's offer has been made and acceptance has been considered and accepted.

17. Asbestos Statement: All materials supplied to the School Board of Brevard County, Florida must be 100% asbestos free. Bidder by virtue of bidding certifies by signing bid, that if awarded any portion of this bid, will supply only material or equipment that is 100% asbestos free. No bid will be considered unless this is agreed to by the bidder.

18. Toxic Substances In Construction, Repair, Or Maintenance Of Educational Facilities: (Florida Statute 1013.49) - (1) All toxic substances enumerated in the Florida Substance List that are to be used in the construction, repair, or maintenance of educational facilities have restricted usage provisions. (2) Before any such substance may be used, the contractor shall notify the district school superintendent or public postsecondary institution president in writing at least 3 working days prior to using the substance. The notification shall contain: (a) The name of the substance to be used; (b) Where the substance is to be used; and (c) When the substance is to be used. A copy of a material safety data sheet shall be attached to the notification for each such substance.

19. Doing Business With One's Agency: (Florida Statute 112.313) – No employee of the School Board of Brevard County may purchase goods or services from a firm in which said employee has a material interest, nor shall employees, directly or indirectly, purchase, sell, rent or lease goods or services for his/her agency from any business entity of which he/she, spouse, or child has a material interest.

20. Public Entity Crimes: All bidders are hereby placed on notice that 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 on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or a public work, may not submit bids 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 a public entity, and may not transact business with any public entity in excess of the threshold amount provided in s. 287.017 for CATEGORY TWO (currently \$25,000.00) for a period of thirty six (36) months from the date of being placed on the convicted vendor list.

21. 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 34 CFR Part 85, Sections 85.105 and 85.110-(ED80-0013).

a) The prospective lower tier participant certifies, by submission and signature of this bid, that either 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.

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 bid.

22. Davis-Bacon Act (34 CFR 80.36(i)(4)): All vendors, contractors and subcontractors must comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by the Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees when required by Federal grant program legislation). (Applies to all construction contracts in excess of \$2000 awarded by the District and sub-grantees when required by Federal grant program legislation).

23. Liability, Insurance, Licenses and Permits: Where bidders are required to enter or go into School Board property to deliver materials or to perform work or services as a result of a bid award, the bidder agrees to the Hold Harmless Agreement stated herein and will assume the full duty obligation and expense of obtaining all necessary licenses, permits and insurances. The bidder shall be liable for any damages or loss to the Board occasioned by negligence of the bidder (or agent) or any person the bidder has designated in the completion of the contract as a result of their bid.

24. Release, Indemnification and Hold Harmless: The Vendor shall indemnify and hold harmless the School Board of Brevard County (SBBC), its elected officials and appointed officials, employees, and agents from any and all claims, suits, actions, damages, liability, and expenses (including attorney fees) in connection with loss of life, bodily or personal injury, or property damage including loss of use thereof, directly or indirectly caused by, resulting from, arising out of or occurring in connection with the operations of the Vendor or its officers, employees, agents, or independent contractors, excepting only such loss of life, bodily or personal injury, or property damage is solely attributable to the gross negligence or willful misconduct of SBBC or its elected or appointed officials and employees. The above provisions shall survive the termination of this Agreement and shall pertain to any occurrence during the term of this Agreement, even though the claim may be made after the termination hereof. Nothing contained herein is intended nor shall be construed to waive SBBC's rights and immunities under the common law or Florida Statutes including, but not limited to, Florida Statutes 768.28, as amended from time to time.

25. Jessica Lunsford Act: The Vendor certifies it will comply with the requirements of the Jessica Lunsford Act (Section 1012.465, Florida Statutes) in regards to fingerprinting and level 2 background screenings of all employees and any subcontractors' employees who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds. Vendor's failure to comply with this requirement will constitute a material breach of contract.

26. Proposers and/or interested parties may attend this opening.

**Notification to Short-Term Workers
As Required by
The Asbestos Hazard Emergency Response Act (AHERA)**

**Presented in accordance with 40CFR S763.84 (d) as published in the Federal Register,
Vol. 52, No. 210, October 30 1987, p. 41848**

Pursuant to federal law, short-term workers such as contractors, consultants, subcontractors and all employees of the aforementioned and other short-term workers, hereinafter known as the PROVIDER, are hereby informed that asbestos containing materials, hereinafter known as ACM, may be present at some sites owned by the DISTRICT.

At each facility there is a document commonly known as the Management Plan hereinafter known as PLAN, which identifies the type amount and location of ACM within the facility. PLAN is updated periodically to reflect changes in asbestos condition, asbestos removals, and asbestos repairs.

It is imperative that PROVIDER ensures that its employees are aware of and instructed to seek the PLAN, through the office of the school/facility administrator, before commencing any activity that might deliberately or inadvertently disturb ACM.

Federal Law, EPA regulations, Florida DER regulations, and DISTRICT management prohibit the disturbance of ACM by any individual who is not accredited under the Asbestos Hazard Emergency Response Act of 1986 (AHERA), further the legal disturbance of ACM must be coordinated through and approved by DISTRICT'S Asbestos Program Manager(s) and evidence thereof must be obtained by PROVIDER in writing, prior to the commencement of work.

The management of PROVIDER must certify, in writing, in a form acceptable to the DISTRICT, that all employees of said management have been made aware of the existence of the PLAN available at each facility, further that said employees have been directed to consult the PLAN before performing any service which could, deliberately or inadvertently, disturb ACM.

The provisions of this document shall survive the closing and performance of any contract, bid request, request for proposal, purchase order, informal request involving PROVIDER'S visit/inspection of DISTRICT'S facilities, and subsequent correction of defects, providing corrective action, warranty service and/or maintenance service.

Inasmuch as PROVIDER may, from time to time, perform services to and for DISTRICT, it is intended that this notification stand in perpetuity and refer to each and every facility and any/all equipment owned and/or operated by DISTRICT.

EXECUTE BUT DO NOT DETACH

PROVIDER acknowledges having read and understood the foregoing and will ensure that all of PROVIDER'S employees understand the provisions set forth herein, and seek the PLAN for each school/facility and other wise comply with all provisions hereinbefore described.

Name and address of PROVIDER:

Date of Signature_____

Signature of PROVIDER'S management designee _____

Typed name of PROVIDER'S management designee _____

NOTE THIS IS A SUBMITTAL DOCUMENT

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

INSURANCE REQUIREMENTS

All bidders shall furnish (with their bid), a Certificate of Insurance that complies with the insurance requirements listed below. Upon bid/contract award, the successful bidder(s) shall be required to name the School Board of Brevard County, Florida, as an additional insured to the successful bidder(s) General Liability insurance policy. The Certificate of Insurance shall list the deductible as well as the type of policy purchased (i.e. claims made or per occurrence) for each of the policies listed below. The following liability coverage limits must not be less than the limits specified. Such certificates must contain a provision for notification to the Board thirty (30) days in advance of any material change in coverage or cancellation. This is applicable to the procurement and delivery of products, goods or services furnished on premises of the School Board of Brevard County.

1. General Liability Insurance:

Negligence including Bodily Injury: Per Claim	\$1,000,000
Negligence Including Bodily Injury: Per Occurrence	\$2,000,000
Property Damage: Each Accident	\$1,000,000

2. Product Liability or Completed Operations Insurance:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000

3. Automobile Liability:

Negligence Including Bodily Injury: Per Claim	\$ 500,000
Negligence Including Bodily Injury: Per Occurrence	\$1,000,000
Property Damage: Each Occurrence	\$ 500,000

4. Workers' Compensation/Employer's Liability:

W.C. Limit Required	Statutory Limits
E.L. Each Accident	\$1,000,000
E.L. Disease – Each Employee	\$ 500,000
E.L. Disease – Policy Limit	\$1,000,000

Workers' Compensation Exemption forms will not be accepted. All entities or individuals are required to purchase a Workers' Compensation insurance policy.

5. Professional Liability Insurance (E&O, D&O etc.):

For services, goods or projects that will exceed \$1,000,000 in values over a year.

Each Claim:	\$1,000,000
Per Occurrence:	\$2,000,000

For services, goods or projects that will not exceed \$1,000,000 in values over a year.

Each Claim:	\$ 250,000
Per Occurrence:	\$ 500,000

Vendor/Company Name - Print

Authorized Representative's Name – Print

Signature

/ Date

**SCHOOL BOARD OF BREVARD COUNTY
PURCHASING DEPARTMENT
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6601**

TO: All Bidders

FROM: Lynda Jones, Director
Purchasing and Warehouse Services

SUBJECT: Cooperative Bids

RE: Joint Cooperative Governmental Purchasing Program, State Board of Education Rule 6A-1.012 Para 5,
SICOP, and Central Florida School Board Purchasing Consortium

RFP: #10005/JO – Emergency Response and Disaster Recovery Services – Facilities Services

In accordance with the Brevard County Joint Cooperative Governmental Purchasing Program and 6A-1.012, please be so notified that the Brevard County Commission and any and all other Florida school districts, governmental agencies, municipalities and Brevard County entities are hereby authorized to procure from this bid, at their own discretion.

The quantities listed herein are only anticipated estimated usages from the Brevard County School Board and do not reflect usage factors from other Brevard County governmental agencies or state school districts. Please govern yourselves accordingly.

The Brevard County School Board Purchasing Department is at all times custodian of this bid.

Please sign and return to the above named, with your bid, at the address listed above, if your firm is in full agreement.

Name & Mailing Address of Vendor

Signature of Authorized Representative

Telephone Number

Dated: _____

**SCHOOL BOARD OF BREVARD COUNTY
OFFICE OF PURCHASING SERVICES
2700 JUDGE FRAN JAMIESON WAY
VIERA, FL 32940-6699**

DRUG FREE WORK PLACE, SECTION 287.087 FL STATUTES

IDENTICAL TIE BID - Preference shall be given to businesses with drug-free workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free workplace program, a business shall:

- 1) Publish a statement notifying that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition. (Provide School District with a copy of said document with firm's name on Notification Document.)
- 2) Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
- 3) Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in subsection (1).
- 4) In the statement specified in subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any convictions of, or plea of guilty or nolo contendere to, any violation of chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the work place no later than five (5) days after such conviction.
- 5) Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
- 6) Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

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

Vendor's Corporate Name

Signature of Bidders
Authorized Agent of Company

1. INTRODUCTION

1.1 Intent and Purpose The School Board of Brevard County desires to enter into a contractual agreement with one or more qualified firms capable of rapidly responding to emergency situations caused by fire, flood, storm damage, vandalism, utility failure or any other force majeure type category to efficiently provide inspection, damage assessment, coordination or provision of timely restorative activities to District facilities and property with the objective to diligently restore District operations with minimal impact to occupancy. The successful firm(s) will coordinate their work activities with the requirements of Private Commercial Insurance Carriers and the Federal Emergency Management Agency (FEMA). Damage assessment requirements and billing procedures include taking photographs all damage to each building where services are rendered prior to providing services, provide proper cost controls, accountability procedures, written reports and submittals, and billing for each separate building repaired on a campus in order to assure the District shall be eligible and have the means to ensure the maximum reimbursement return from commercial property insurance carriers, FEMA and any other appropriate State, Federal, and private agency.

1.2 District Information The District and its governing board were created pursuant to Section 4, Article IX of the State of Florida Constitution. The District is an independent taxing and reporting entity managed, controlled, operated, administered, and supervised by District school officials in accordance with Chapter 1000, Florida Statutes. The Board consists of five elected officials responsible for the adoption of policies, which govern the operation of the District's schools and departments. The Superintendent of Schools is responsible for the administration and management of the schools and departments within the applicable parameters of state law, State Board of Education Rules, and School Board policies. The Superintendent is also specifically delegated the responsibility of maintaining a uniform system of records and accounts in the District per the Florida Statutes as described by the State Board of Education.

The District is coterminous with Brevard County. The District currently operates 87 schools including 59 Elementary Schools, 12 Middle Schools, and 16 high Schools. The District is also responsible for 14 alternative sites, 5 Adult/Community Education Centers and 6 Special Centers. The total full-time K-12 enrollment of public school students on March 10, 2010 was 67,593 and despite a recent decline growth is projected in the future at an average of 1,000 students per year. In 2009, according to the National Center of Educational Services, the District was reported as the 10th largest school district in the State of Florida and the 47th largest school district in the United States, as ranked by student population. The District is the largest employer in Brevard County with 9,500 full time employees.

1.3 RFP AWARD

1.3.1 The School District may use one or more Contractors in the performance of the services requested. If multiple contracts are awarded, the School District may assign each contractor a specific area of operation. It shall be the District's sole determination on whether more than one contractor will be used at any given time and each contractor's assignment. Each Contractor shall ensure that they fully cooperate with the other Contractor(s) and School District personnel in the performance of this contract.

1.3.2 Award shall be based upon a responsible offerer or offerers whose proposal is responsive to the RFP, demonstrates a clear understanding of the requirement, and demonstrates the capabilities to perform satisfactorily based on service and price matters. Award will not be based solely on economics, but rather an evaluation of all aspects of the offerer's proposal

1.4 CONTRACT PERIOD

1.4.1 The initial contract period will be for a term of one (1) year from June 1, 2010 through May 31, 2011.

1.4.2 The contract may be renewed, by mutual written agreement between the parties for additional one-year periods up to a cumulative total of two (2) years at the same prices, terms and conditions as the initial contract period.

1.5 RFP SCHEDULE OF EVENTS

March 29, 2010	Advertisement
April 9, 2010	Deadline for Questions
April 15, 2010	Submittal of Proposal Deadline (2 PM)
April 16, 2010	Shortlisting
April 23, 2010	Presentations by Shortlisted Firms
April 26, 2010	Recommendation of Award
May 25, 2010	School Board Approval

2. INSTRUCTIONS TO PROPOSERS

2.1 Submission of Sealed Proposals

2.1.1 All firms interested in being considered for providing emergency response and disaster recovery services to the School District of Brevard County, Florida are required to submit, in a clearly marked and sealed outer envelope or container, a single envelope 'A' containing all documentation identified in 'Specific Qualification Requirements of Proposers' and one (1) clearly marked original proposal with seven (7) copies of the proposal in the format specified in Sections 2 and 5.

2.1.2 Proposal packages must be submitted prior to 2PM on Wednesday, April 15, 2010 to the following location:

Brevard Public Schools
Office of Purchasing Services
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601

2.1.3 Proposal packages are to be packaged, sealed, and submitted to the address shown above with the following clearly marked on the outside:

Company Name
Return Address
RFP Number
RFP Due Date and Time

2.2 RFP Inquiries/Questions

2.2.1 Potential bidders may submit written questions regarding this solicitation directly to the Office of Purchasing Services, Joe O'Connor, Purchasing Specialist, at o'connor.joe@brevardschools.org or by fax (321) 633-3618. Questions or inquiries must be received no later than April 9, 2010 prior to 5:00 PM. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the bidder to ensure that written questions will be received by the deadline indicated above. Responses will be distributed via DemandStar.com to all Proposers on DemandStar.com's Planholder list.

2.2.2 The District may modify the Request for Proposal at any time prior to the proposal due date by issuance of a written addendum to participating vendors. Addenda shall be numbered consecutively and initiated by the Purchasing representative. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the proposer to be sure they received all addenda.

2.2.3 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.

3. BPS RESERVATIONS AND RESPONSIVENESS OF PROPOSALS

3.1 The School Board of Brevard County reserves the right to accept or reject any or all proposals received and reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposals should be submitted initially in the most favorable manner. It is understood that the proposal will become a part of the official file on this matter without obligations to any/all participants. The School Board reserves the right to make multiple awards in the best interest of the School Board of Brevard County.

3.2 A responsive proposal is an offer to perform, without condition or exception, the scope of services called for in this Request for Proposal. Non-responsive proposals shall not be considered. Proposals may be rejected if found to be irregular or not in conformance with the requirements and instructions herein contained. A proposal may be found to be irregular or non-responsive by reasons, including, but not limited to, failure to complete or utilize prescribed forms, conditional proposals, incomplete proposals, indefinite or ambiguous proposals, and improper or undated signatures.

3.3 Proposals may be rejected if more than one proposal is received from an individual, firm, partnership, or corporation, or combination thereof, under the same or different names. Such duplicate interest may cause the rejection of all proposals submitted by the entity.

- 3.4 Other conditions which may cause rejection of proposals include evidence of collusion among participants, obvious lack of experience or expertise to perform the required work, or failure to perform or meet financial obligations on previous contracts, or in the event an individual, firm, partnership, or corporation is on the United States Comptroller General's List of Ineligible Contractors for Federally Financed or Assisted Projects. Proposals will be rejected if not delivered or received on or before the date and time specified as the due date for submission.

4. GENERAL CONDITIONS FOR SUBMISSIONS

- 4.1 Issuance of the RFP does not constitute a commitment by BPS to award a contract. BPS reserves the right to reject any or all proposals received in response to this RFP, cancel this RFP, or waive any technicalities or formalities when and if it is deemed in the best interest of BPS to do so.
- 4.2 The award of any contract resulting from the RFP is subject to the provisions of Chapter 112, Florida Statutes. Offerers must disclose with their proposal the name of any officer, director, partner, proprietor, associate or agent who is also an officer or employee of the Brevard Public Schools who owns, directly or indirectly, any interest in the offerers firm or any of its branches or affiliate companies.
- 4.3 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 services or goods 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 s. 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list (F.S.287.133). By submitting a proposal, the proposer represents that restrictions related to public entity crimes stated in Section 287.133(2) (a), Florida Statutes, do not apply to either his own company, or that of his subcontractors or suppliers.
- 4.4 BPS reserves the right to request clarification of information submitted and to request additional information from one or more firms.
- 4.5 All proposals become the property of BPS upon receipt and will not be returned to the firm.
- 4.6 BPS operates under the public disclosure laws required for governmental agencies. Proprietary firm information must be identified and will be protected to the greatest extent possible, but must be disclosed by BPS upon receipt of a Public Information Request.
- 4.7 By making a submission, the firm agrees to comply with all applicable federal, state and local statutes, code, and regulations.
- 4.8 BPS accepts no responsibility for any expenses incurred by those firms offering their services in the preparation of a response to either this RFP or subsequent requests. All submitting expenses shall be borne by the offering firms exclusively.
- 4.9 The successful firm(s) shall obtain approval from BPS prior to reassigning any key staff involved in the performance of this service as shown in the submission.
- 4.10 The successful firm shall also obtain approval from BPS prior to assigning any new personnel to their key staff positions. Such approval will not be reasonably withheld. BPS may, with prior written substantiation, require removal of any employee(s) of the successful firm who BPS reasonably deems incompetent, careless, insubordinate, , unsuitable, or otherwise unacceptable, or whose continued employment on the contract it deems contrary to the public interest or not in the best interest of the BPS.
- 4.11 News releases pertaining to this procurement or contract shall not be made without prior written approval from BPS, Office of District Communications.
- 4.12 As a condition of the award, the successful contractor shall, at its expense, ensure that all of Contractor's employees, and the employees of the Contractor's subcontractor's who will be permitted access on school grounds when students are present meet the background screening requirements of Section 1012.465, Fla. Stat., (Jessica Lunsford Act). Contractor's failure to comply with this requirement will constitute a material breach of this contract.
- 4.13 Respondents of this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting date of the intended award, excluding Saturdays, Sundays, and state holidays, any employee, officer, or member of the School Board of Brevard County concerning any aspect of this solicitation, except in writing to the authorized BPS representative identified in Section 5.6. Violation of this provision may be grounds for rejecting a response at any time during the proposal process.

- 4.14** Any contract resulting from this RFP shall be governed by the laws of Florida, without giving effect to the choice of laws principles thereof, and is deemed to have been executed, entered into and performed within Florida. The parties hereby irrevocably submit to the jurisdiction of Florida, and venue shall lie in the Brevard County, Florida courts. The parties hereby waive any objection to such jurisdiction and venue.

5. REQUIRED SUBMITTAL FORMAT

- 5.1** All proposers interested in being considered for these services shall submit eight (8) hardcopy responses with one (1) plainly marked 'Original' containing all original documents of the required response to the RFP.
- 5.2** To facilitate analysis of its submittal, the firm must prepare its proposal in accordance with the criteria outlined in Section 6. Proposals shall respond to each of the criteria in the same order as listed.
- 5.3** The proposal is limited to seventy (70) informational pages on white 8 1/2 x 11 paper and shall be presented in a 3-ring binder format. Foldout pages may be used, where appropriate, but should not exceed five (5) percent of the total number of pages comprising the proposal. Type size shall not be less than typewriter "elite". The proposals must be indexed and all pages sequentially numbered. Unnecessarily elaborate special brochures, art work, expensive paper and expensive visual and other presentation aids are neither desired nor necessary.
- 5.4** It is recognized that existing financial reports, documents or brochures, such as those that delineate the participants' general capabilities and past experience may not comply with the prescribed format. It is not the intent of the School Board of Brevard County to have these documents re-formatted and they will be acceptable in their existing form.
- 5.5** BPS emphasizes that the proposer concentrate on accuracy, completeness and clarity of content. The proposal must have sections and tabs which are clearly identified and also must number and label all parts, pages, figures, and tables in its proposal.
- 5.6** Please direct all inquiries concerning this proposal to: Joe O'Connor, Purchasing Specialist, Office of Purchasing Services, 2700 Judge Fran Jamieson Way, Viera, FL 32940-6601, phone number 321-633-1000 Ext. 470. Requests for Information must be submitted by E-mail to oconnor.joe@brevardschools.org or by Fax to 321-633-3618. Questions must be received before 5:00 PM on April 9, 2010. Questions not received by this date and time will not be considered.

6. EVALUATION CRITERIA

- 6.1** The following criteria are intended to provide the selection committee with information regarding the qualifications and experience of each proposing Disaster Recovery Services firm. The submittal shall be organized, tabbed and shall respond to each of the criteria in the same order listed below:
- A. Executive Summary**
The Executive Summary is to be written in non-technical language to summarize the participants overall capabilities and approaches for accomplishing the services specified herein. The Executive Summary should be signed by a person legally authorized to legally bind the firm.
 - B. Table of Contents**
 - C. Firm Profile/History**
Describe the firm's history, organization, and special qualifications. Provide copies of certifications, licenses and evidence of professional affiliations. Provide list of current contracts.
 - D. Technical Qualifications**
Present a concise outline of specific Disaster Recovery services your firm is qualified for and prepared to provide the District. Identify and discuss any of the services, or method of approach to the services, which your firm believes to be either unique or outstanding, or which is recognized as giving your firm a competitive edge or advantage. Describe and provide examples of how your firm has resolved conflicts and overcome challenges.
 - E. Capabilities/Resources**
Comment on manpower/materials allocation commitment and control. Provide a comprehensive listing of company owned equipment available for all aspects of service.

F. Key Personnel/Technical Expertise/Commitment to Quality

Provide an organizational chart and names and resumes of project management and/or lead personnel who will be assigned to the contract. Provide information in concise form describing the individuals who will be available for the contract and the qualifications and experience relevant to each individual. Resumes should include educational background including certifications, professional affiliations, special qualifications and licenses. Provide specific work experience that details the individual's credentials relative to professional level disaster response services. Clearly identify project work performed prior to and during employment with current or other firms for each individual.

G. Project Experience/References

Provide evidence regarding the firm's success in its ability to retain contracts and perform satisfactorily within each contract by providing the following information: Description of project(s) client's name and contact person, address, phone number, fax number and dates of service. The contact shall be a person that was directly involved with the services provided. Provide letters of recommendation from contacts listed. Letters of recommendation should reference project(s) listed.

H. Proximity/Availability

Provide business address of the firm's office(s) from which any part of the work will be administered, to include location of equipment and material warehouses, and the distance and driving time from those locations. If submitting a joint venture, list the address of all entities and the distance and driving time from each site. Identify emergency contact(s) and methods of communication (phone, cell phone, fax, e-mail) to ensure twenty-four (24) hour, seven (7) days per week responsiveness. Key personnel assigned to this contract who may respond directly from their residences should be identified and listed. Identify other contracts key personnel are assigned to and how scheduling conflicts regarding personnel and equipment will be addressed.

I. Project Approach

Describe, in detail, the firm's Emergency Response Program/Plan, the proposed strategies for responding to various emergency situations as categorized and defined by FEMA and efficiently and safely providing security, damage assessment, cost analysis, proposal development, deployment of response staff and resources, bidding, use of subcontractors, scheduling, invoicing and project close out. Provide a comprehensive listing of the firm's restorative minimums. *Copies of any pre-existing firm 'response' or 'operating' instructions are not included in the RFP's seventy (70) page limitation. If firm provides above in a 'manual' form provide a copy with each submittal marked 'Exhibit A'.*

J. Compensation and Fee Schedule

Provide a comprehensive and complete listing of compensation requirements including the hourly rates for intended personnel, rates for equipment and how the firm proposes compensation for the above and out of pocket expenses, equipment rental and subcontract services if anticipated.

K. Reporting/FEMA Coordination

Provide detailed information on the proposer's reporting and recording practices from first response to project close-out and coordinating same with the owner, FEMA and other state, local or private agencies. Proposers shall demonstrate their experience, practice and success in compliance with FEMA Code 44 CFR, Hazard Mitigation Programs, applying for and receiving disaster reimbursements with focus on the two FEMA categories with specific eligibility relating to emergency work and alternate grant type reimbursements. Provide sample reports, daily worksheets, policies, FEMA Project Worksheets etc. *The forms and submittals for this section will not be included in the seventy (70) page restriction.*

L. Financial Strength/Litigation

Provide a statement indicating financial capability of the firm to provide the resources required including audited financial statements for the most recent two years, including income statement, balance sheet, statements if change in financial position and notes to financial statements.

Include a letter with the statement from a surety firm indicating the proposer's bondability (performance and payment) which will be required for projects exceeding \$100,000. To be acceptable to the owner as surety for performance and payment bonds, a surety company shall be licensed to do business in the State of Florida, shall have successfully been in business for a minimum of five years and shall have at least a A.M. Best Company Policy Holder's 'A' Rating.

Disclose any material changes in business operations of the firm, including without limitation any bankruptcy proceedings, mergers, acquisitions, or spin-offs and any material pending or threatened litigation. If appropriate, discuss the impact of these changes on the firm's financial or managerial ability to perform the services under this RFP. Provide the name, title, address and phone number of the financial officer of the firm responsible for providing the information in response to this requirement.

Identify all litigation in which your firm has been party to legal action (including arbitration, administrative proceedings, etc) or lawsuits during the last five years involving a single client of claims in excess of \$50,000. Include a brief legal description of the dispute and its current status. Describe the particular circumstance giving rise to the dispute and the actions which your firm took to attempt to settle the matter.

Also, describe any projects within the last five years where liquidated damages, penalties, liens in excess of \$50,000, defaults, cancellations of contract or termination were imposed, sought to be imposed, threatened or filed against your organization.

The financial information requested above, and copies of any rating reports, are not included in the RFP's seventy (70) page limitation. Firms desiring to preserve the confidentiality of this information can do so by providing one(1) original of the financial information in a separate envelope labeled 'Confidential – Proprietary Financial Information'.

7. PROPOSAL SELECTION PROCESS

The School Board of Brevard County intends to accept the most “responsive” proposal(s) submitted to it. In determining which is the most “responsive” proposal received, the School Board of Brevard County shall consider and weigh the experience, qualifications, price proposal, and reputation of each participant, and the quality of service proposed by each participant. The selection process shall be conducted as follows:

- 7.1** RFPs are received and publicly opened. The names of respondents shall be read aloud and the contents of Envelope “A” shall be verified as per the instructions found on the ‘Specific Qualification Requirements of Proposers’ (Page 2 of RFP). Proposals with omitted or incomplete documentation or information shall be rejected at this time. This meeting, pursuant to Section 286.011 Florida Statutes, shall be open to the public.
- 7.2** Proposals shall be distributed to the Evaluation Committee members. The Committee Chairperson shall assign Committee members the task of validating references. Sub-Committees may be established for fact finding tasks. Evaluation discussions are prohibited between Committee members during this phase of the process.
- 7.3** The Evaluation Committee shall convene to review and discuss all proposals submitted. Purchasing personnel will participate in an advisory capacity only. The Evaluation Committee shall assign points in the evaluation of the written proposals and recommendation process in accordance with the published Evaluation Criteria. Discussion of proposals may be supplemented by an overview, summary or comments by appropriate Evaluation Committee members. This meeting, pursuant to Section 286.011 Florida Statutes, shall be open to the public.
- 7.4** A selected group of respondents shall be required to make an oral presentation to the Evaluation Committee. Purchasing personnel will participate in an advisory capacity only. Such a presentation/interview will provide an opportunity for the Proposers to clarify their understanding of the District's requirements and to ensure that the District understands their offer. The Evaluation Committee shall then assign points in the evaluation of the presentation/interviews in accordance with the published Evaluation Criteria. This meeting, pursuant to Section 286.011 Florida Statutes, shall be open to the public.
- 7.5** The presentations will be conducted at the District's Educational Services Facility, 2700 Judge Fran Jamieson Way, Viera, FL 32940. The Office of Purchasing Services shall schedule the presentations. Each firm shall have an equal and set time for presentations. Firms are not required to utilize the full time allotted but shall not exceed the time allotted.
- 7.6** The Evaluation Committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer(s). If the Evaluation Committee cannot reach a mutually beneficial agreement with the first selected proposer, the Committee reserves the right to enter into negotiations with the next highest ranked proposer and continue this process until agreement is reached. These meetings, pursuant to Section 286.011 Florida Statutes, shall be open to the public.
- 7.7** The Director of the Office of Purchasing Services shall prepare and submit the Evaluation Committee's recommendation to the Superintendent, who in turn shall submit it as an agenda item to the School Board. The Board will award or reject any or all proposals. Upon School Board approval, the District and the Emergency Response and Disaster Recovery Services partner can then initiate the contract.

8. SCOPE OF SERVICES

- 8.1** The School District is requesting the services of a qualified and experienced Emergency Response and Disaster Recovery Services firm, or firms, which can respond with professional technical services to emergency situations caused by fire, flood, storm damage, vandalism, utility failures or any other force majeure categories. The firm shall participate as a partner to the BPS in the preparedness, response, recovery, restorative, and mitigation phases of any disaster or emergency situation as required by the School District. This RFP and resulting agreement covers all buildings, facilities and property of the School District and will become part of the BPS Emergency Response Plan.
- 8.2** Although the primary focus of this service shall be to respond to the two categories of emergency work that are defined by FEMA as having specific eligibility for reimbursement which are identified as 1) Category A – Debris Removal, and 2) Category B – Emergency Protective Measures, the Partner may be requested to respond to other FEMA defined categories of emergency work or for non-declared emergency clean-up and restorative services as may be required by the District.
- 8.3** The successful contractor(s) appropriate representative shall physically report to the District's Emergency Operations Center, or other location as directed, within six (6) hours after notification of need. Performance shall be deemed as the commencement of services within twenty-four (24) hours of issuance of Notice to Proceed. The School District shall provide the designated services, including operations and management, logistical support, construction and technical assistance before, during, and/or after any potential or actual disaster or emergency situation. The Contractor shall provide for the provision of personnel, equipment, plans, procedures, and other materials and capabilities necessary for both pre-disaster and post disaster situations, as ordered or on an as needed basis.
- 8.4 Documentation Management and Support**
The Partner shall assist the School District in preparation of FEMA, State, and private agency reports for eligible reimbursement, including training of School/Department employees and review of documentation prior to submittal.

The Partner shall work closely with State and County Emergency Management, FEMA, and other agencies to ensure that all supporting data and documentation meet each agency's requirements for reimbursement eligibility.

9. BEGINNING AND LENGTH OF SERVICES

- 9.1** Services to be provided under the subject contract will be initiated and completed as directed by the School Board of Brevard County Plant Operations and Maintenance Director or the designated assignee, for each project assigned under the contract. The term of this contract shall be for a period of one year from the date awarded by the School Board of Brevard County, Florida. All prices shall be firm for the term of this contract. The awardee(s) shall agree to this condition by signing their bid. If required, upon mutual agreement the contract will be extended 90 days beyond the contract expiration date.
- 9.2** The School Board reserves the right to renew this contract or any portion thereof, for up to two (additional) one year periods, upon mutual agreement with awardee(s), in writing. The School Board, through the Purchasing Department shall, if considering renewing the contract, request a letter of intent to renew from the awardee prior to the end of the current contract period.
- 9.3** Either party may terminate the contract with a thirty (30) day written notice. However, any project authorized by letter of authority or purchase order under the terms of the contract shall be performed through to completion if so desired by the School Board of Brevard County. Otherwise the School Board of Brevard County shall compensate the contractor for service rendered up to the time of such abandonment, cancellation, or suspension.
- 9.4** The Director of Plant Operations and Maintenance or the designated assignee shall furnish authorization specifying the work to be performed. No work shall be performed by the contractor until such written authorization has been received by the contractor.

10. METHOD OF COMPENSATION

- 10.1** The Contractor shall be compensated for each assigned and completed work task authorized by contract and for the price predetermined by the BPS approved Contractor's proposal and a matching written purchase order issued by the School Board of Brevard County. Final payment shall be due and payable upon satisfactory completion of the services and approval and acceptance of any contract deliverables and submittal of an appropriate invoice, in a format acceptable by the School Board of Brevard County. The BPS payment terms are pursuant to Chapter 18, Florida Statutes; Florida Prompt Payment Act.

- 10.2** The Contractor shall be required to reference purchase order numbers on all requests for payment. All statements must reference valid SBBC purchase order numbers. Invoices shall be mailed directly to ACCOUNTING, School Board of Brevard County, 2700 Judge Fran Jamieson Way, Viera, FL 32940. A separate invoice must be received for each purchase order number. Invoices which do not reference valid SBBC purchase order numbers or which are otherwise erroneous shall be returned to the vendor for resolution of discrepancies. Invoices shall also minimally contain the following:
- Name and address of vendor, a unique invoice number and date of completion.
 - Itemized description of service provided.
 - Name and address of the location where the service was provided.
- 10.3** The Contractor shall submit separate invoices for removal, hauling, disposal, management, processing and loading of all eligible debris.
- 10.4** The Contractor shall bill the School District on a monthly basis, or as otherwise provided, at the amounts set forth in the approved proposals, for services rendered towards the completion of services. Where incremental billings for partially completed items are permitted, the total incremental billings will not exceed the percentage of estimated completion as of the billing date.
- 10.4.1** Upon approval of the invoice, ninety percent (90%) of the total annum for services rendered and accepted by the School District shall be paid. Payment shall also be less the aggregate of previous payments made. No retainer will be paid under the contract. Payment retainage shall not be released until the specified work has been accepted by the School Board.
- 10.5** Final Invoice: In order for both parties herein to close their books and records, the Contractor shall clearly state 'final invoice' on the Contractor's final/last billing to the School District. This certifies that all services have been properly performed and all charges and costs have been invoiced to the School District. Since this account/Purchase Order will be closed any and other further charges if not properly included on this final invoice are waived by the Contractor.
- 10.6** It shall be the sole responsibility of the Contractor to reconcile the purchase order and the Contractor's invoice and to notify the Contract Administrator of any discrepancies prior to billing. The School Board shall only pay the dollar amounts encumbered and authorized on the purchase order.

11. PROJECT CLOSEOUT

- 11.1** Final Audit: The School Board of Brevard County may perform, or have performed, a final audit of the records of the contractor and any or all subcontractors to support the compensation paid the contractor for each authorized phase/project. The audit will be performed as soon as practical after completion and acceptance of the contracted services. In the event funds paid to the contractor under the contract are subsequently properly disallowed by the School Board of Brevard County because of accounting errors or charges not in conformity with the contract, the contractor agrees that such disallowed amounts are due to the School Board of Brevard County upon demand. The final payment to the contractor shall be adjusted for audit results.
- 11.2** Final Invoice: Subsequent to the completion of the services and a final audit, if performed, a final invoice will be prepared by the contractor stating the total compensation due the contractor, the amount previously paid, and the difference. Upon completion of work the contractor shall invoice for the amount due or refund to the School Board of Brevard County for any overpayment, provided the net difference is not zero.

12. GENERAL REQUIREMENTS

- 12.1** The contractor shall comply with all applicable Federal, State and Local rules and regulations pertaining to the work specified. The contractor is directly responsible for any and all work performed by his/her subcontractor.
- 12.2** The contractor shall be responsible for obtaining any and all permits and licenses necessary to perform any/all work specified.
- 12.3** For each project the contractor shall be responsible for determining the adequacy of available utilities on-site. Where utilities are not available or are inadequate, at the job site, the contractor shall provide at his own expense, all necessary temporary utilities required for the work specified.
- 12.4** During a project that is being performed by the contractor, the contractor is responsible for security, fire safety and damage to equipment and other School Board of Brevard County property within areas under control by the contractor.
- 12.5** During a project the contractor will be allowed to store equipment and park/locked vehicles on School Board of Brevard County property.

- 12.6 The contractor shall be responsible for the prompt removal of all debris from the school area which is a result of this service. **The contractor is not permitted to use School Board of Brevard County trash receptacles.**
- 12.7 The contractor shall at all times guard from damage or loss to property of the School Board of Brevard County or of other vendors or contractors and shall replace or repair any loss or damage unless such be caused by the School Board of Brevard County or other vendors/contractors. The School Board of Brevard County may withhold payment or make such deductions as it might deem necessary to insure reimbursement for loss or damage to property through negligence of the contractor or hers/his agent.
- 12.8 The School Board of Brevard County reserves the right to monitor/inspect, request work modifications, cease work or to have personnel removed from School Board property throughout the duration of the contract.
- 12.9 The School Board of Brevard County will not pay for items considered “tools of the trade”. These determinations will be made by the Director of Plant Operations and Maintenance or the designated assignee.
- 12.10 The School Board of Brevard County, Florida, under School Board Policy number 1124, “Drug-Free Work Place” recognizes that alcohol, drugs, or any illegal substances are strictly prohibited on School Board property. Employees shall not possess or be under the influence of alcohol, drugs, or any illegal substances while on School Board property.
- 12.11 The School Board of Brevard County, Florida, under School Board Policy number 7217, “Weapons” prohibits anyone from possessing, storing, making or using a weapon in any setting that is under the control and supervision of the District.
- 12.12 Smoking on school grounds is prohibited. A no-smoking policy has been in effect since October 1, 1992 for all District owned buildings. The Office of Plant Operations and Maintenance requires that no smoking be permitted on any of its projects on any District property.
- 12.13 The School Board of Brevard County is committed to the education and safety of its students and employees. To that end, any participant awarded a contract will be required to assure that the personnel assigned to the project, do not possess criminal records that would violate the School Board's standard for employment as set forth by the Florida Department of Education. Each participant must certify that the company and its employees are or will be in compliance with those standards for the project awarded.

13. SPECIAL TERMS AND CONDITIONS

13.1 Jessica Lunsford Act

As a condition of the award, the successful contractor shall, at its expense, ensure that all of the Contractor's employees and the employees of Contractor's subcontractors who will be permitted access on school grounds when students are present meet the background screening requirements of Section 1012.465, Florida Statute, (Jessica Lunsford Act). Contractor's failure to comply with this requirement shall constitute a material breach of contract.

Information regarding compliance procedures is available on Brevard Public School's Office of District & School Security's website: www.security.brevard.k12.fl.us.

13.2 Materials

Materials shall be furnished by the contractor as requested by the SBBC. The SBBC reserves the right to furnish materials to the Contractor. This bid includes a “Special Category of Materials” clause which allows the owner to be reimbursed for the 6% state sales tax. **Materials Purchased** by the Contractor and incorporated into the work shall be reimbursed at invoice cost including (1) sales and/or use taxes and (2) freight. Copies of invoices received by the Contractor's for materials shall be submitted with each contractors completion form. The School Board shall only pay fair market prices for materials.

Special Category of Materials - Section 212.08(6), Florida Statute exempts political subdivisions of the State, including school districts, from the State sales tax levied on retail sales of tangible personal property.

In accordance with the Florida Statute, the Contractor and Subcontractors shall include the sales tax in calculating their bids. The clause allows the District, after a contract is awarded, to designate materials and equipment which will be purchased directly by the District in a tax exempt purchase and delivered to the job site for incorporation into the project.

The “Special Category of Materials” for this contract shall include each individual supplier or vendor who contracts to supply materials or equipment in excess of Five Thousand Dollars (\$5,000.00).

It is further agreed that the School District take advantage of any cash discounts offered by the supplier for prompt payment.

Upon request by the Owner, the contractor shall prepare and submit two (2) copies of a complete list and purchase request for each individual supplier of materials and equipment in excess of the amount indicated.

The Owner shall prepare and issue purchase orders for each material supplier and a purchase order for the remaining balance to the Contractor.

13.3 Conflict of Interest

The award of this RFP is subject to the provisions of Chapter 230, Florida Statutes. All proposers must disclose with their bid the name of any officer, director, or agent who is also an employee of the School Board of Brevard County, Florida. Further, all proposers must disclose the name of the School Board employee who owns, directly or indirectly, any interest of five (5%) percent or more of the proposer's firm or any of its branches/subsidiaries.

13.4 Collusion

The School Board of Brevard County reserves the right to disqualify RFPs, upon evidence of collusion with intent to defraud, or other illegal practices to include circumventing or manipulating the RFP process as required by law, upon the part of the Bidder(s), the District's Professional Consultant(s) or any District employee(s) who may, or may not, be involved in developing RFP specifications and/or firm RFP schedules. Multiple RFPs from an individual, partnership, corporation, association (formal or informal); firm under the same or different names shall not be considered. Reasonable grounds for believing that a Bidder has interest in multiple proposals for the same work shall be cause for rejection of all proposals in which such Bidder is believed to have an interest in. Any and/or all proposals shall be rejected if there is any reason to believe that collusion exists among one or more of the Bidders, the District's Professional Consultant(s) or District employees. Contractors involved in developing a RFP specification or Contractors with knowledge of RFP specifications prior to the bid advertisement shall be disqualified from participating in the bid process.

13.5 Public Records Law/Open Records

All proposal documents or other materials submitted by the proposer in response to this RFP will be available for inspection by any person in accord with chapter 119, Florida Statutes. All information submitted as 'Trade Secret' or 'Confidential' shall be submitted in a separate envelope and so labeled. If challenged, the proposer who submits the 'Trade Secret' or 'Confidential' information shall bear all costs associated with defending their position.

13.6 Subcontracts

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

The successful proposer shall be fully responsible to the District for the acts and omissions of its sub-contractor(s) and their employees.

After award of contract, any changes in sub-contractors or sub-proposers require prior School District written approval.

13.7 Assignment of Contract and/or Payment

This contract or agreement is personal to the parties herein and may not be assigned, in whole or in part, by the proposer without prior written consent of the School Board of Brevard County. The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the School Board.

13.8 Indulgence

Indulgence by the District on any non-compliance by the proposer, at any time during the term of the contract, does not constitute a waiver of any rights under this RFP.

13.9 Bid Protests

BIDDERS are advised that any and all Bid Protests must be made in accordance with the requirements of the TERMS AND CONDITIONS of this bid, the Administrative Rules of the Florida Department of Education, and Chapter 120, Florida Statutes.

A. All Bidders acknowledge that the significant damages and losses that will be suffered by the OWNER as a result of the time lost and costs associated with an unsuccessful bid protest will be difficult, if not impossible to prove. Therefore, any and all bid protests must be accompanied by SECURITY in an amount equal to one (1) percent of the total estimated contract value, but not less than \$500.00 or more than \$5,000.00, which bond shall be conditioned upon the payment of all costs which may be adjudged against the protesters in the administrative hearing in which the action is brought and in any subsequent appellate court proceeding.

B. The SECURITY may be in the form of a bank cashier's check or bank certified check payable to the School Board of Brevard County, Florida. Each such bond shall be executed by the BIDDER, as the PRINCIPAL therein, and by a SURETY. The Protest Bond shall be dated the same date as the date shown on the BIDDER'S protest. There must be attached to each Protest Bond a duly authenticated or Certified Power of Attorney evidencing that the Attorney-In-Fact who executes the Protest Bond on behalf of and in the name of the SURETY thereon, has the authority to so execute the Protest Bond on the date of the Protest Bond.

C. Should the protesting BIDDER be successful in its Bid Protest, the SECURITY submitted by that BIDDER should be returned to the Protesting BIDDER in full.

D. Should the Protesting BIDDER'S protest be unsuccessful, the SECURITY submitted by the Protesting BIDDER in the form of a cashier's check or certified check shall be kept and retained by the OWNER and OWNER may receive and retain all moneys represented by such check and the Protesting BIDDER shall have no right to same or to a refund of any part of same.

E. If the Protesting BIDDER'S protest is unsuccessful, and the SECURITY submitted by the BIDDER is in the form of a Protest Bond, the BIDDER and the Surety on said Protest Bond shall forthwith pay over to the OWNER the full monetary amount and penal sum of said Protest Bond and OWNER shall retain such amount and sum.

To qualify as a successful bid protest:

In the case of a protest of another BIDDER'S Bid, the Bid being protested by the Protesting BIDDER must be rejected by the School Board for the reasons stated in the Protesting Bidder's Protest.

In the case of the BIDDER protesting the rejection of its own Bid, for the protest to be successful, the School Board must award the contract to the Protesting Bidder.

13.10 INQUIRIES

All questions relative to ITB documents, submitting bids, drawings, specifications or technical issues shall be addressed to:

Joe O'Connor, Purchasing Specialist
Office of Purchasing Services
2700 Judge Fran Jamieson Way
Viera, Florida 32940-6601
o'connor.joe@brevardschools.org
(321) 633-1000 x 470

SELECTION CRITERIA RATING SHEET
RFP #10005/JO
Emergency Response and Disaster Recovery Services

Company _____

Shortlist Date: _____
Presentation Date: _____

Committee Member _____

Selection Criteria	Criteria Value Potential	Score	Remarks
Firm Profile/History	<u>10</u>	_____	_____
Technical Qualifications	<u>20</u>	_____	_____
Capabilities/ Resources	<u>20</u>	_____	_____
Personnel/Technical Expertise/ Commitment to Quality	<u>15</u>	_____	_____
Project Experience/References	<u>10</u>	_____	_____
Proximity/Availability	<u>10</u>	_____	_____
Project Approach	<u>20</u>	_____	_____
Compensation/Fee Schedule	<u>30</u>	_____	_____
Reporting/FEMA Coordination	<u>30</u>	_____	_____
Financial Strength/Litigation	<u>5</u>	_____	_____
GRAND TOTAL	<u>170</u>	_____	

Comments: _____

Signature _____