

THE SCHOOL BOARD OF POLK COUNTY

PURCHASING DEPARTMENT

REQUEST FOR PROPOSAL (RFP)

**** REQUIRED RESPONSE FORM****

TITLE: RFP FOR ENVIRONMENTAL CONSULTING SERVICES #014-MHH-0810

Anti-Collusion Statement/Public Domain

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

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

Proposal Certification

I hereby certify that I am submitting the following information as my company's proposal and understand that by virtue of executing and returning with this proposal this REQUIRED RESPONSE FORM, I further certify full, complete and unconditional acceptance of the contents of this Request for Proposal, all Attachments, Worksheets, Appendices, Supplemental Materials, and the contents of any Addendum released hereto.

PROPOSER (firm name): _____

STREET ADDRESS: _____

CITY & STATE: _____

PRINT NAME OF AUTHORIZED REPRESENTATIVE: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE: _____

TITLE: _____ DATE: _____

CONTACT PERSON: _____

CONTACT PERSON'S ADDRESS: _____

TELEPHONE: _____ FAX: _____ TOLL FREE: _____

PROPOSER TAXPAYER IDENTIFICATION NUMBER: _____

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

P. O. Box 391
Bartow, Florida 33831

THE SCHOOL BOARD OF POLK COUNTY, FLORIDA
PURCHASING DEPARTMENT
(863) 534-0563

1915 S. Floral Avenue
Bartow, Florida 33830

REQUEST FOR PROPOSAL (RFP) FOR
ENVIRONMENTAL CONSULTING SERVICES

RFP NO: 014-MHH-0810

NOTICE TO INTERESTED PROPOSERS MAILED: July 28, 2009

DEADLINE FOR RECEIPT OF WRITTEN QUESTIONS: August 17, 2009

DEADLINE FOR RECEIPT OF PROPOSALS: August 27, 2009 3:00 p.m.

All times stated in this document refer to the Eastern Time Zone (ET)-daylight savings time. The normal office hours for the District are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except Board holidays (Note: All District offices will be closed on Fridays from June 12 through August 14, 2009).

Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Environmental Consulting Services, 014-MHH-0810. Sealed proposals will be received until 3:00 pm (ET) on August 27, 2009 in the School Board Purchasing Office at the address shown in Section 3.2. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Offices after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is the vendors' responsibility to see that their proposal is properly received at the correct location.

SECTION 1

1.0 **Introduction**

This is a Request for Proposal (RFP) for an agreement with the Polk County School Board, Polk County, Florida (hereinafter referred to as the “District”) for Environmental Consulting Services.

1.1 Demographics

The Polk County School District is the eighth-largest District in Florida and is among the 40 largest nationally. Polk has 160 school sites and centers including 65 elementary schools, 19 middle schools and 18 high schools. Also included are charter schools, career centers, adult schools and alternative schools. More than 90,000 students are enrolled.

Additional District information is available at www.polk-fl.net.

SECTION 2

2.0 Scope of Services

2.1 Overview: The purpose of this Request For Proposal (RFP) is to select qualified consultant firm(s) to perform services including but not limited those outlined in this Section as needed at various sites throughout the school district. Consultant shall be responsible for complying with all AHERA and Florida statute 255, 455 and 469 requirements, as well as all applicable federal, state and local regulations.

- a. The Proposers and/or their subcontractors must hold appropriate license(s) and permit(s) to operate in the state of Florida. At a minimum the firm(s) and/or their subcontractors must employ a licensed asbestos consultant as detailed in Chapter 469, Florida Statutes, and employ a certified industrial hygienist, certified radon technician and/or a certified radon specialist.
- b. The awarded Environmental Consultant(s) will primarily perform the services outlined in this request for proposals. Award of this contract in no way limits the Districts ability to engage other firms for the services listed in this RFP.

2.2 Requirements of Contractor

A. Asbestos Services:

1. Project Management/Contract Administration/Compliance Monitoring Per AHERA:
Conduct Project Management/Contract Administration for asbestos abatement projects as requested by the owner, to include but not be limited to the following:
 - a) Provide full time project management in compliance with Florida Statutes, while contractor is on site.
 - b) Inspection of contractor activities for compliance with technical specifications.
 - c) Assure project work practices comply with owner instructions.
 - d) Coordinate with owner's personnel on activities beyond consultant's scope or authority to include emergencies, safety breaches, or unexpected occurrences
 - e) Consultant shall be responsible for management and supervision of the contractor's asbestos abatement operations and will notify the owner and document circumstances of noncompliance with the work plan and master specifications. Consultant shall diligently notify the contractor's supervisory personnel regarding circumstances or noncompliance and/or inappropriate behavior.
 - f) Verify project completion in accordance with specifications and drawings, to include immediate notification to owner.
 - g) Air monitoring to determine compliance with technical specifications for AHERA and/or Florida Statute 255, if applicable. This function does not include personal air monitoring for the contractor's compliance with OSHA.
 - h) Final air monitoring to determine compliance with AHERA clearance standards and/or Florida Statute 255, if applicable.
 - i) All necessary equipment required and collection of all PCM samples if required by project. (See Laboratory Analysis Services).
 - j) Perform all required tasks associated with project completion.
2. Laboratory Analysis Services:
The Consultant shall at all time use a laboratory that meets the accreditation standards for analyses described below. Provide the following Laboratory Analysis Services including the cost of packing and transportation based upon owner's needs.

- a) **Laboratory Phase Contract Microscopy (PCM)**
Conforming to Proficiency Analytical Testing Program in PCM analysis or shall be participating in the Asbestos Analytical Registry Program.
- b) **Polarized Light Microscopy (PLM):**
Conforming to the National Voluntary Laboratory Accreditation Program (NVLAP).
- c) **Transmission Electron Microscopy (TEM)**
Conforming to the National Voluntary Laboratory Accreditation Program (NVLAP).

B. Indoor Air Quality Services:

1. Baseline Study

Shall include but not necessarily limited to the following services:

Perform preliminary assessment of School Board of Polk County site for obtaining an understanding of the reported problems and identification of the possible cause(s). Preliminary assessment to include interviews with occupants/employees to identify patterns of complaints and to focus the assessment on potential areas of concern. cursory inspection of the building, heating ventilation, air conditioning (HVAC) system, fresh air intake and areas above ceiling spaces to document existing conditions and identify potential sources or pathways of poor indoor air quality. Field measurements will be collected to help evaluate the HVAC System including carbon dioxide, temperature, and relative humidity. Biological samples will not be administered without authorization from the Contract Administrator for the School Board of Polk County.

Initial site visitation will be performed by a Certified Industrial Hygienist (CIH). Field work will be performed under the direction of a Certified Industrial Hygienist (CIH) by a Staff Industrial Hygienist. Assessment report to present survey methodologies, test results, and photographic documentation of existing conditions. Report will be compared with applicable Regulatory Standards (OSHA, EPA, NIOSH), as well as current industry standards of ASHRAE, ACGIH, etc. Conclusions will be presented for each significant finding and recommendations provided to correct noted deficiencies, if any, along with recommendation for any additional testing that may be required.

2. Laboratory Analysis Services

The Consultant shall at all times use a laboratory that meets the accreditation standards for analyses described below. Laboratories used to analyze samples to determine the concentration of indoor air contaminants must be accredited by the American Industrial Hygiene Association (AIHA). Provide the following Laboratory Analysis Services including the cost of packing and transportation based on the owner's needs.

- a) Bacteria
- b) Mold/Fungus
- c) Volatile Organic Compounds Profile
- d) Aldehydes Profile

C. Lead Services.

Perform lead paint surveys, provide risk assessments using accepted protocols and provide lead paint abatement project design and monitoring services as needed. Proposers and/or their subcontractors shall have EPA Lead Licensing.

D. Radon Services.

Provide standard radon testing and monitoring services as needed. Proposers and/or their subcontractors must be certified as a Radon Measurement Business within the State of Florida.

E. Expert Witness.

Provide the services of an established expert witness in the courts of jurisdiction for the School Board of Polk County or call in to consult in issues as required in an advisory capacity to the attorney of the School Board of Polk County.

F. Other Environmental Services.

Provide other environmental consulting services to include but not be limited to Compliance Audits, Phase I Site Assessment, Phase II Site Assessment and Phase III Site Assessments, Remediation Designs, Project Management for Remediation, Soil/Water Contamination, Hazardous Materials Management, Emergency Response, Etc.

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SECTION 3

3.0 Instructions to Proposers:

All times stated in this document refer to the Eastern Time Zone (ET). The normal office hours for the District are from 8:00 a.m. to 5:00 p.m., Monday through Friday, except District holidays. (Note: All District offices will be closed on Fridays from June 12 through August 14, 2009)

Proposal Due Date: Proposals must be submitted in a sealed container, clearly identified as Request for Proposal for Environmental Consulting Services, 014-MHH-0810. Sealed proposals will be received until 3:00 p.m. (ET) on August 27, 2009 in the School Board Purchasing Office at the address shown in Section 3.2. The official clock for the purpose of receiving proposals is located in the Purchasing Office. All proposals must be date and time stamped by the official clock. Proposals will be opened in the Purchasing Offices after the deadline for receiving proposals. Any proposal received in Purchasing after the deadline indicated above will be date and time stamped and will not be opened. It is the vendors' responsibility to see that their proposal is properly received at the correct location.

Provide one original, with manual signature in ink and five (5) photocopies of the proposal submittal **(for a total of (6))**. Proposals must be sealed and clearly labeled **RFP NAME, RFP NO.** on the outside of the package. The legal name, address, proposer's contact person, and telephone number should also be clearly annotated on the outside of the package. Once accepted, all original proposals and any copies of proposals become the sole property of the District and may be retained by the District or disposed of in any manner the District deems appropriate.

Please complete and submit the REQUIRED RESPONSE FORM (Page 1 of the RFP). Please provide a Letter of Transmittal that provides an executive summary of two (2) pages or less and gives a concise summation of the proposal.

Proposers should become familiar with any local conditions which may, in any manner, affect the services required. The proposer(s) is/are required to carefully examine the RFP terms and to become thoroughly familiar with any and all conditions and requirements that may in any manner affect the work to be performed under the contract. No additional allowance will be made due to lack of knowledge of these conditions.

Proposals not conforming to the instructions provided herein will be subject to disqualification at the sole option of the District.

Any proposal may be withdrawn prior to the date and time the proposals are due. Any proposal not withdrawn will constitute an irrevocable offer, for a period of 90 days, to provide the District with the services specified in the proposal.

- 3.1 Pre-Proposal Conference: A non-mandatory Pre-Proposal Conference will be held in the Purchasing Department Conference Room at the District office, 1915 S. Floral Avenue, Bartow, Florida, on Wednesday, August 11, 2009 at 10:00 a.m. Prospective proposers are encouraged to attend this conference and to bring any questions in writing. Compose questions on paper, ask your questions at the pre-bid conference and give the facilitator a written copy of your questions. Please write each question that you will ask indicating the proposal page number and section to which the question refers. If possible, answers to all questions timely received will be provided verbally at the conference; however, final and controlling answers will be provided in writing by Addendum to the RFP (see Section 6.16). The deadline for questions and requests for additional information shall be August 17, 2009 @5:00 p.m.

Written questions from potential proposers will be accepted by US mail, facsimile or email addressed to the attention of Harold Hamby, via the contact information in Section 3.2 of this RFP. All written questions must be received by the District by August 17, 2009, @ 5:00 p. m. Telephone inquiries will not be accepted, nor will answers be provided by telephone. It is the sole responsibility of the proposer at their own risk to ensure that written questions, however submitted, will be received by the deadline indicated above. If warranted, on or about August 21, 2009, the District will issue responses to all questions timely received. The District will post the responses (as an addendum) to the same website where this RFP is posted, at:

<http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>.

- 3.2 **Request For Information:** This RFP is issued by the District. The District is the sole point of contact with regard to this RFP and all contractual matters related to the services described herein. All communications concerning this RFP must be addressed, in writing, to:

Harold Hamby, Purchasing Agent
The School Board of Polk County
Post Office Box 391
Bartow, Florida 33831-0391
FAX (863) 534-0802
Email: harold.hambyjr@polk-fl.net

The physical address for overnight and hand delivery only is:

Harold Hamby, Purchasing Agent
The School Board of Polk County
1915 South Floral Avenue
Bartow, Florida 33830

- 3.3 **Anticipated Schedule of Events** (some dates may change as conditions warrant)

Action	Date & Time
Notice to Interested Proposers Mailed and On-Line Posting of RFP	July 28, 2009
Optional Pre-Bid Conference (see section 3.1)	August 11, 2009 10:00 a.m.
Deadline for Questions From Bidders to Purchasing	August 17, 2009 5:00 p.m.
Release of Official Response to Questions	August 21, 2009
Proposals Due	August 27, 2009, 3:00 p.m.
Selection Committee Review of Proposals, Purchasing Conference Room 8:00 am – 5:00 pm	August 31, 2009
If necessary, finalist interviews – Finance Conference Room 8:00 am – 5:00 pm	September 3, 2009
Posting of Award Recommendation (on or about)	September 8, 2009
Board Action	September 22, 2009
Contract Effective Date (on or about)	September 23, 2009

SECTION 4

4.0 **Proposal Preparation and Submission, Evaluation Criteria, Proposal Evaluation, Selection and Award**

4.1 **Preparation and Submission**

In order to maintain comparability and enhance the review process, it is requested that proposals be organized in the manner specified below. Include all information requested in your proposal. It is required that **6 copies (the original and five duplicate copies)** be submitted. The Required Response Form (see page 1) must be signed by an officer or agent of the proposing firm who is empowered to contractually bind the firm. Proposals shall be valid for 90 days from the day after the date that proposals are delivered to the District.

Title Page: Show the RFP title, the name of the proposer, address, telephone number and the date.

Table of Contents: Include a clear identification of the material by section and by page number.

Request for Proposal Required Response Form: Please submit Page 1 of this RFP, with all required information completed and all signatures as specified. This is a required form.

4.2 **Evaluation Criteria**

Profile, Qualifications and References

Provide a brief history and description of your firm. The description should include the size (number of employees and/or revenues) and areas of specialization. Provide this same information for the office that will provide services to the District, along with the following:

4.2.1 **Experience and Qualifications of the Firm (Submittal 1):**

- A. State whether the firm is local, regional or national.
- B. Give the location of the office which will be handling this account.
- C. Provide a copy of the current Asbestos Consultant license issued by the Florida Department of Business and Professional Regulation.
- D. Explain if laboratory testing is performed in house or by an outside laboratory. Are the lab(s) appropriately certified/accredited to perform the testing required by the scope of this RFP?
- E. Describe the experience of the firm in performing environmental consulting services. Relevant experience that best demonstrates the firm's ability to provide the services requested in this RFP should be detailed and highlighted (please include relevant experience in public school systems if applicable).
 - List all entities (alphabetically) that your firm presently has under contract to perform environmental consulting services and provide the following information for each contract:
 - Please include a summary description of the environmental consulting services being provided
 - Contact information:
 - Contact person,
 - Phone number(s), and
 - Location of contract.
 - Environmental consulting service provided from (date) to (date)-include the location of the office handling this account.

- o Job titles and size of administrative staff performing services under the contract
- o Job titles and size of professional and technical staff performing services under the contract
- List all entities (alphabetically) that your firm has had under contract to perform environmental consulting services in the past ten (10) years if not included above and provide the following information for each contract:
 - o Please include a summary description of the environmental consulting services being provided
 - o Contact information:
 - Contact person,
 - Phone number(s), and
 - Location of contract.
 - o Job titles and size of administrative staff performing services under the contract
 - o Job titles and size of professional and technical staff performing services under the contract
 - o Environmental consulting service provided from (date) to (date)-include the location of the office handling this account.
- F. Briefly describe all lawsuits and/or any appeals that are pending/filed against the proposer, or with regard to any of the proposer's contracts, over the last five (5) years.
- G. Briefly describe the procedures your firm utilizes for the Jessica Lunsford Act (the "JLA").
- H. Provide proof of your company's insurance as required in Section 5 of this RFP, or submit a letter of your intention to have the required insurance within ten business days of notification by the District.
- I. Financial Responsibilities: Provide appropriate documentation that evidences the financial viability of the company, including your corporate structure, to perform the services as outlined herein.

4.2.2 Experience and Qualifications of Staff (Submittal 2)

- A. The proposer shall identify the specific individual who will have overall responsibility for the services provided to the District and the team members that will be responsible for providing the required services and the specific role each will have in execution of the contract. Relevant experience that best demonstrates each team member's ability to provide the services requested in this RFP should be detailed and highlighted (please include relevant experience in public school systems if applicable). Resumes and qualifications for each person (including all sub-contractors) to be assigned to the team will be submitted and will include, but not necessarily be limited to, the following information:
 1. Experience in providing Environmental Consulting services in general.
 2. Experience related to the scope of work in Section 2.2.
 3. Please identify the team member(s) that currently hold the certificate as a Certified Industrial Hygienist issued by the American Board of Industrial Hygiene (ABIH). (At least one team member must be a Certified Industrial Hygienist.)
 4. Please identify the team member(s) that currently hold the certificate as a Certified Radon Technician and/or Certified Radon Specialist certificate from the National Radon Safety Board (NSRB). (At least one team member must be a Certified Radon Technician and/or Certified Radon Specialist.)

The specific individual identified above as having overall responsibility for the services provided to the District shall be available within 24 hours notice to respond to telephone calls and specific inquiries during the term of the contract.

4.2.3 Cost of Services (Submittal 3)

- A. Utilizing the Proposal Price Form in Appendix A, provide a cost proposal for the services requested in this RFP. All fees and expenses shall remain firm for the first twelve (12) months of this contract. Please see Section 7.3. related to the second and subsequent years of the contract.
- B. As a separate item the School Board of Polk County reserves the right to negotiate rates for projects with a large scope of work such as AHERA Triennials inspections or any other services if the need arises with the primary contractor or in the instance of multiple award of contract the Polk County School Board reserves the right to negotiate pricing with any or all awardees (primary and alternate awardees).

4.3 Proposal Evaluation, Selection and Award

4.3.1 Proposal Evaluation Process

Proposals will be evaluated by a Selection Committee comprised of representatives from the District. The Selection Committee will review the proposals for conformance to requirements of this RFP and adherence to the Scope of Services as outlined herein.

All respondents should be prepared to participate in finalist interviews on or about **September 3, 2009**. Decisions on finalists and specific interview times will be released on or about **August 31, 2009** following a meeting of the Selection Committee.

It is anticipated the evaluations will be completed in a two step process. The Selection Committee will score and rank all responsive proposals based on the evaluation criteria in Section 4.2 and the Evaluation Criteria below, and determine a short list to be finalists for further consideration. Following this step, the Selection Committee may conduct finalist presentations and then re-score and re-rank the finalists proposals. The evaluation committee reserves the right to negotiate further terms and conditions, including price with the highest ranked proposer. If an agreement cannot be reached with the highest ranked proposer, the evaluation committee reserves the right to enter into negotiations with the next highest ranked proposer and continue the process until an agreement is reached. The best-ranked proposer, at the completion of this process, will be recommended to the Superintendent of Schools, who in turn will present a recommendation to the Polk County School Board for award.

The evaluation committee, in conjunction with the Purchasing Department, will prepare and submit an agenda item to the Superintendent of Schools, Polk County, Florida. The Superintendent will recommend to the School Board the award or rejection of any and/or all proposal(s).

Nothing herein will prevent the School Board of Polk County, Florida, from making multiple awards and to deem all proposals responsive and to assign work to any firm deemed responsive.

It is anticipated there will be a recommendation for award of contract based on the highest scoring proposal received from a responsive and responsible proposer. This will be the Primary Contractor award. There may be an additional award based on the second highest scoring proposal received from a responsive and responsible proposer. This would/will be the first alternate award. The District reserves the right to make additional alternate awards based on the next highest scoring proposal received from a responsive and responsible proposer if it's in the District's best interest to do so. In the event there is a scheduling conflict, or if the Primary Contractor is unable to complete a given project satisfactorily or in a timely manner, the Contract Administrator may request the services outlined in this RFP from the first alternate awardee. If the first alternate awardee is unable to perform as outlined above the District may select the next

highest ranked alternate awardee. If in the opinion of the Contract Administrator an order exceeds the capability of the primary contractor, the services outlined in this RFP may be requested from the first alternate awardee. If the first alternate awardee is unable to perform as outlined above the Contract Administrator may select the next highest ranked alternate awardee.

4.3.1 Posting of RFP Recommendation of Award

Recommendation for Award will be posted for review by interested parties, at The Polk County School Board Office, 1915 South Floral Avenue, Bartow, Florida, on or about August 27, 2009 and will remain posted for a period of at least 72 hours. The School Board will award or reject any or all proposal(s).

The evaluation committee will rank all proposals received which meet the submittal requirements. The following evaluation instrument will be used for ranking all proposals.

In order to receive point credit for any criterion listed below, proposals must include evidence that the specific requirement can be met. This evidence may take the form of written documentation or any other form required by the RFP. The *quality and completeness* of those submittals will be judged by the evaluation committee to determine the appropriate score to be awarded.

Evaluation Criteria

Evaluation Criteria	POINTS
Experience and Qualifications of the Firm (all parts)	0-195
Experience and Qualifications of the Staff (all parts)	0-165
Cost of Services	0-140
TOTAL SCORE (if interviews are not requested)	500

The District reserves the right to award a contract to the firm(s) that presents the proposal which, in the sole judgment of the District, best accomplishes the desired results.

SECTION 5

5.0 Insurance Requirements

Insurance

The awarded proposer(s) shall procure and maintain at their sole expense insurance of the types and in minimum amounts stated below:

INSURANCE	LIMITS
<u>Worker's Compensation</u> Florida Statutory Coverage/ Employers' Liability	Statutory Limits/ \$500,000 each accident
<u>Commercial General Liability</u> Premises-Operations: Contractual Liability	\$1,000,000 each occurrence \$2,000,000 annual aggregate combined single limit, for bodily injury & property damage
<u>Business Automobile Liability</u> All owned autos or any auto if vehicles other than owned are used.	\$1,000,000 combined single limit
<u>Professional Liability</u>	\$1,000,000

Professional Liability: The awarded firm shall procure and maintain Professional Liability Insurance for the life of this contract/agreement, plus two years after completion. This insurance shall provide coverage against such liability resulting from this contract. The minimum limits of coverage shall be \$1,000,000.00 with a deductible not to exceed \$5,000. The deductible shall be the responsibility of the insured. Professional liability policies shall include an endorsement whereby the awarded firm holds harmless the District and each officer, agent and employee of the District against all claims, against any of them for personal injury or wrongful death or property damage arising out of the negligent performance of professional services or caused by an error, omission or negligent act of the awarded firm or anyone employed by the awarded firm. This policy must be continued or tail coverage provided for two years after completion of this project.

The School Board of Polk County shall be named as an additional insured and certificate holder on the certificate for commercial general liability insurance and as a certificate holder for automobile liability insurance. All insurance must be issued by a company or companies approved by the School Board.

The vendor shall be responsible for assuring that the insurance remains in force for the duration of the contractual period, including any and all option years that may be granted to the vendor. **A Certificate of Insurance shall contain the provision that the SBPC LOCATION be given no less than thirty (30) days written notice of cancellation.** If the insurance is scheduled to expire during the contractual period, the vendor shall be responsible for submitting any new or renewed Certificate of Insurance at a minimum of fifteen calendar days in advance of such expiration.

Such insurance shall be primary to any and all other insurance or self-insurance maintained by the Board. Prior to commencing any contracted services, certificates evidencing the maintenance of said insurance shall be furnished to the Board. Notwithstanding anything to the contrary stated elsewhere herein, neither party shall be liable for consequential, incidental, indirect, punitive or special damages even if the party is advised as to the possibility of such claims.

6.0 General Terms and Conditions

6.1 School Board Obligations

The District accepts no obligation for the costs incurred in responding to this RFP in anticipation of being awarded a contract. The District reserves the right to select qualified responses to this RFP without discussion of the responses with the proposers. The District reserves the right to reject any or all submitted proposals.

6.2 Vendor Obligations

Vendors are invited to submit proposals in accordance with the requirements outlined in this document. By submitting a signed proposal, a vendor agrees that it fully understands this RFP and must abide by the terms and conditions contained therein. The proposals are required to address all specifications in this RFP and must specifically highlight in the proposal on a page entitled “Exceptions to RFP” any deviations or variations from the commodity/service requested in the RFP. If no such page is included in the proposal, the District will expect the proposer to provide the commodity/service requested in the RFP and to enter into a contract on that basis at their proposed costs, if selected to perform the work. Unauthorized exceptions, amendments, or deviations will not be accepted. The decision of the District will be final in this regard.

Cost of preparation of a response to this request for proposal are solely those of the proposer, and the District assumes no responsibility for any such costs incurred by the proposer.

The responsibility for determining the full extent of exposure to risk and verification of all information rests solely with the company submitting a response. Neither the District nor its representatives shall be responsible for any error or omission in this request for proposal, nor the failure on the part of the responder to determine the full extent of exposure to risk.

6.3 Lobbying

Proposers are hereby advised that lobbying is not permitted with any district personnel or board members related to or involved with this RFP. All oral or written inquiries must be directed through the Purchasing Department.

Lobbying is defined as any action taken by an individual, firm, association, venture, partnership, syndicate, corporation, and all other groups who seek to influence the governmental decision of a board member or district personnel on the award of this contract.

Any proposer or any individuals that lobby on behalf of proposer will result in rejection/disqualification of said proposal.

6.4 Open Records

All responses to this RFP are subject to release as public records. Proposers are advised to consult with their legal counsels regarding any material in their proposals that the proposer believes should not be public record. The District assumes no obligation or responsibility for asserting legal arguments on behalf of potential vendors.

6.5 Public Entity Crimes Statement and Convicted Vendor List

In accordance with Section 287.133(2)(a), Florida Statutes, the following information is part of this RFP:

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 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 any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list. The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently debarred, suspended, proposed for debarment, declared ineligible, voluntarily excluded from participation in this transaction or otherwise precluded by Florida Statute 287.133 from participating in this contract.

6.6 Discriminatory Vendor List

Per the provisions of Florida Statute 287.134(2)(a), “An entity or affiliate who has been placed on the discriminatory vendor list 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 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 any public entity, and may not transact business with any public entity.” The prospective bidder certifies, by submission and signature of this bid, that neither the bidder, nor its principal, its agent or its representative is presently on the discriminatory vendor list, or otherwise precluded by Florida Statute 287.134 from participating in this contract.

6.7 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.

- a. The prospective lower tier participant certifies, by submission and signature of this proposal, that neither it, nor its principals, its agents or its representatives 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.

6.8 Non-Collusion

The proposer certifies, by submission and signature of this proposal, that it warrants that he/she has not employed or retained any company or person other than a bonafide employee working solely for the vendor to solicit or secure this proposal and that he/she has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bonafide employee working sole for the vendor, any fee, commission, percentage, gift or any other consideration contingent upon or resulting from this award or making of this proposal.

The proposer further certifies that its proposal is made without previous understanding, agreement or connection with any person, firm or corporation making a proposal for the same item(s) and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

6.9 Conflict of Interest

The proposer must disclose any contractual relationship that exists or has existed during any part of the period of time from January 1, 2000 through the present, between the proposer, or a predecessor organization of the proposer, or a subcontractor included in the proposer's response to this RFP, and the Polk County School District. Not every prior or existing contractual relationship will constitute a conflict of interest. However, each such relationship must be disclosed. Proposer should not merely state the conclusion that no conflict of interest exists. Proposers also must disclose any existing business or personal relationship between the proposer, its principals, or any affiliate or subcontractor, and the District, or any other entity or person involved in the project that is the subject of this RFP.

Failure to disclose any such prior or existing contractual or personal relationship as described in this section may result in disqualification of the proposal. The District will make the final determination regarding the existence of a conflict of interest.

6.10 School Security:

Proposer acknowledges and understands that the goods or services contemplated by this contract/agreement are delivered to or performed on school grounds, which may at various times be occupied by students, teachers, parents and school administrators. Accordingly, in order to secure the school, protect students and staff, and otherwise comply with applicable law, the proposer (awarded firm) agrees to the following provisions and agrees that the failure of the proposer to comply with any of these provisions may result in the termination of this contract by the District:

1. Unauthorized Aliens. District considers the employment of unauthorized aliens by the awarded firm, or any of awarded firm's subcontractors, a violation of the Immigration and Naturalization Act. The awarded firm shall certify that no unauthorized aliens are working on the project site at any time. If it is determined that an unauthorized alien is working on the Project, the awarded firm shall immediately take all steps necessary to remove such unauthorized alien from the property and the project.
2. Possession Of Firearms. Possession of firearms will not be tolerated on School District property. No person, who has a firearm in their vehicle, may park their vehicle on the District's property. Furthermore, no person may possess or bring a firearm on District property. If any employee/independent contractor of the awarded vendor, or any of its sub-contractors, is found to have brought a firearm(s) on to the District's property, said employee/independent contractor shall be immediately removed and terminated from the project by the awarded vendor. If sub-contractor fails to terminate said employee/independent contractor, the awarded vendor shall terminate its agreement with the sub-contractor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement. "Firearm" means any weapon (including a starter gun or antique firearm) which will, is designed to, or may readily be converted to expel a projectile by the action of an explosive; the frame or receiver of any such weapon; any destructive device, or any machine gun. Powder actuated construction nailers and fasteners are excluded from this definition.

3. Criminal Acts. Employment on the project by the awarded vendor, or any of its sub-contractors, or any employee, or independent contractor, with any prior convictions of any crimes against children, crimes of violence or crimes of moral turpitude will not be tolerated. If it is determined that any person with such criminal history is on the project site, the awarded vendor agrees to take all steps necessary to remove such person from the project. The District shall have the right to terminate this Agreement if the awarded vendor does not comply with this provision.
4. Possession/Use/Under The Influence Of Mind Alerting Substances. Possession/use and/or being under the influence of any illegal mind altering substances, such as, but not limited to alcohol and/or substances delineated in Chapter 893, Florida Statutes, by the awarded vendor's employee/independent contractor or its sub-contractors' employees/independent contractors, will not be tolerated on the District's property. If any employee/independent contractor is found to have brought and/or used or is under the influence of any illegal mind altering substances as described above on the District's property, said employee/independent contractor shall be removed and terminated from the project by the awarded vendor. If a sub-contractor fails to terminate said employee/independent contractor, the agreement with the sub-contractor for the project shall be terminated by the awarded vendor. If the awarded vendor fails to terminate said employee/independent contractor or fails to terminate the agreement with the sub-contractor or fails to terminate the agreement with the sub-contractor who fails to terminate said employee/independent contractor, the District may terminate this Agreement.
5. Compliance with The Jessica Lunsford Act. Recent changes to the Florida Statutes require that all persons or entities entering into contracts with the School Boards/School Districts/Charter Schools who may have personnel who will be on school grounds when students may be present, comply with the level 2 screening requirements of the Statute. The required level 2 screening includes fingerprinting that must be conducted by the District. Any individual who fails to meet the screening requirements shall not be allowed on school grounds. Failure to comply with the screening requirements will be considered a material default of this contract/agreement.

6.11 Payment to Vendor

Payment under the contract will be made following receipt and approval of required services/deliverables. Invoices must be submitted in detail sufficient to enable a proper audit of charges for completed work.

6.12 Pricing

Prices proposed for all items shall be F.O.B. Destination and include all shipping charges to all Polk County school locations.

6.13 Line Item Corrections

The use of correction fluid or erasures to correct line item bid prices and/or quantities are not acceptable. Corrections must be by strikethrough (~~strikethrough~~) of the incorrect figures, writing in of correct figures and initialing of the corrections by the originator. Correction fluid or erasure corrected bids will be considered non-responsive for the corrected items only.

6.14 Protest Procedures

Any person who may be adversely affected by an intended decision with respect to the award of any bid, may protest such a decision by following the Bid Protest Procedure of the School Board of Polk County. A copy of the Procedure, which has been prepared in accordance with the provisions of the Florida Administrative Code, is available upon request and is permanently posted at the Administrative Offices of the School Board of Polk County, Florida. Failure to follow the requirements of the bid protest procedure shall constitute a waiver of all protest rights. 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.

6.15 Preference For Drug-Free Workplace

Whenever two or more proposals which are equal with respect to price, quality, and service are received, preference shall be given to a proposal received from a business that certifies that it has implemented a drug-free workplace program in accordance with Section 287.087, Florida Statutes. In order to receive preference, a signed certification of compliance must be submitted with the proposal (see page 29 for Drug Free Workplace Certification form).

6.16 Additional Information:

All proposals, whether accepted or rejected, shall become the property of the District.

It is the intention of the Board to select the firm(s) as outlined in Section 4 of this RFP. All proposals will be evaluated using a point system applied to the evaluation criteria listed on page 12. The evaluation committee may elect to hear oral presentations from the top ranked respondents as outlined in Section 4 of this RFP. Respondents must have qualified personnel available for oral presentations upon short notice.

The District reserves the right to reject any and all proposals and to request additional proposals or to negotiate modifications of submitted proposals if deemed necessary and in the best interest of the District to do so. The District reserves the right to waive minor irregularities in the proposals.

Should proposals require additional clarification and/or supplementary information, firms should be prepared to submit such additional clarification and/or supplementary information, in a timely manner, when so requested. The Purchasing Director or designee may arrange for discussions with firms submitting proposals, if required, for the purpose of obtaining additional information or clarification.

The District reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the District to do so. The decision of the District will be final in this regard.

Any changes to this Request For Proposal shall be in the form of a written addendum issued by the Purchasing Director and will be posted to the same website where this RFP is posted, at <http://www.polk-fl.net/community/doingbusinesswithus/purchasing/default.htm>. No other person shall be authorized to make changes verbally or in writing. It shall be the responsibility of the proposer to ascertain if any addenda have been issued and to obtain all such addenda.

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

The District shall be the sole judge of proposers' qualifications.

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

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

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

The District reserves the right to: (1) accept the proposals of any or all of the items it deems, at its sole discretion, to be in the best interest of the District; and (2) the District reserves the right to reject any and/or all items proposed or award to multiple proposers.

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7.0 Contract Information

7.1 Contract Period:

Contract(s) shall be in full force and effect for a term of three (3) years from the date of award by the School Board subject always to the right of the District to terminate this Contract for cause as provided in section 7.20.

7.2 Option to Extend Term of Contract:

The District shall have the right and option to extend the term of the Contract(s) for additional periods upon mutual agreement of both parties. All covenants and provisions of the Contract(s) shall be and remain in full force and effect during any extension period of the Contract(s). The awarded proposer will have the option to request an annual price adjustment as noted below.

7.3 Option to Request Price Adjustment:

Proposed prices shall remain firm for the first twelve (12) months of this contract. The awarded proposer will have an opportunity to request an annual price adjustment for the second and subsequent years of this contract. The request for price adjustment must be submitted in writing no later than 120 calendar days prior to the annual anniversary of the contract start date. The awarded proposer will only be allowed to submit one request for price adjustment per contract year. Any approved request for price adjustment will not take effect until the annual anniversary of the contract start date and such price adjustment will be in effect for the contract year following said anniversary date. The request for price adjustment must include written justification (i.e. labor increases, transportation increases, etc...) for the increase and a copy must be sent to the Purchasing Director and the Assistant Superintendent of Facilities and Operations. The awarded proposer will only be allowed to submit one request for price adjustment per contract year. Written requests for price adjustments shall not exceed the rate of inflation determined by the Consumer Price Index (CPI) for urban wage earners and clerical workers, U.S. city average, all items 1982-84=100 – series id# CWUR0000SA0 not seasonally adjusted, published by the U.S. Bureau of Labor Statistics for the calendar year (January 1st to December 31st) preceding the calendar year in which the request is made. Any price adjustment shall be approved by the Purchasing Director and the Assistant Superintendent of Facilities and Operations prior to the new price becoming effective. In the event the price adjustment is not approved or an agreement on the price adjustment cannot be reached this contract may be cancelled.

7.4 Contingency of the Contract Award:

Award of the contract to the selected firm is contingent upon:

- the budget and appropriation of funds (if necessary) by Polk County, and
- the successful negotiation of contractual terms agreeable to both parties.

Failure to achieve the foregoing may result in no award of contract at this time.

7.5 Agreement for Services:

The District may require an Agreement which will include provisions, among others, addressing matters such as:

- contract costs
- contract modifications
- contract termination
- disputes

Obligations of each party will be specified in the final signed agreement (if required by the District). The RFP, the proposal, negotiated terms, and the Agreement will constitute the complete agreement between proposer and the District.

The District may consider Agreements proposed by offerors. Any Agreement, however, shall be in a form acceptable to the District.

7.6 Indemnification/Hold Harmless Agreement

Each party shall be responsible for its own acts and will be responsible for all damages, costs, fees and expenses which arise out of the performance of this contract and which are due to that party's own negligence, tortuous acts and other unlawful conduct and the negligence, tortuous acts and other unlawful conduct of its respective agents, officers and employees.

Awarded proposers shall, in addition to any other obligation to indemnify the Polk County School Board and to the fullest extent permitted by law, protect, defend, indemnify and hold harmless the District, their agents, officers, elected officials and employees from and against all claims, actions, liabilities, and losses (including economic losses), costs arising out of any actual or alleged;

- a. bodily injury, sickness, disease or death, or injury to or destruction of tangible property including the loss of use resulting therefrom, or any other damage or loss arising out of, or claimed to have resulted in whole or in part from any actual or alleged act or omission of the contractor, subcontractor, anyone directly or indirectly employed by any of them, of anyone for whose acts any of them may be liable in the performance of the work; or
- b. violation of law, statute, ordinance, governmental administration order, rule or regulation by contractor in the performance of the work; or
- c. liens, claims or actions made by the contractor or any subcontractor or other party performing the work.

The indemnification obligations hereunder shall not be limited to any limitation on the amount, type of damages, compensation or benefits payable by or for the contractor of any subcontractor under workers' compensation acts; disability benefit acts, other employee benefit acts or any statutory bar.

Any costs or expenses, including attorney's fees, incurred by the Polk County School Board to enforce this agreement shall be born by the contractor.

7.7 Sub-Contracts

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

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

After award of contract, any changes in subcontractors or sub proposers requires prior District written approval.

7.8 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 District.

The proposer herein shall not assign payments under this contract or agreement without the prior written consent of the District.

7.9 Joint Proposal:

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

7.10 Funding out/Termination:

Florida School Laws (Section 1000, Florida Statutes) prohibit School Boards/Districts from creating obligations on anticipation of budgeted revenues from one fiscal year to another without year-to-year extension provisions in the agreements.

It is necessary that fiscal funding out provisions be included in all proposals in which the terms are for periods longer than one (1) year.

Therefore, the following funding out provisions are an integral part of this proposal and must be agreed to by all proposers:

The School Board of Polk County may, during the contract period, terminate or discontinue the services covered in this proposal at the end of the District's then current fiscal year upon ninety (90) days prior written notice to the successful proposer.

Such prior written notice will state:

- A. That the lack of appropriated funds is the reason for termination, and
- B. Agreement not to replace the services being terminated with services similar to those covered in this proposal from another vendor in the succeeding funding period.
- C. "This written notification will thereafter release the District of all further obligations in anyway related to the services covered herein."
- D. The Funding Out statement must be included as part of any agreement. No agreement will be considered that does not include this provision for "funding out".

7.11 Work Papers:

In all cases, the awarded firm(s) shall retain all work papers for a period of five (5) years after the conclusion of the contract period and shall provide the District and/or its assignee access, free of charge, to any or all work papers at any reasonable time. Work Papers are defined by the District as documents, correspondence, memoranda, reports, and other materials in preliminary or developmental form before their completion as a final product. Work papers may be destroyed, by the awarded firm(s) at the end of this period. Destruction of said work papers shall be at the awarded firm(s)'s expense.

7.12 Dispute Resolution:

Except with respect to injunctive relief, neither party shall institute a proceeding in any court or administrative agency to resolve a dispute between the parties before that party has sought to resolve the dispute through direct negotiation with the other party.

7.13 Other Contracts:

The Board may undertake or award other contracts for work not being performed acceptably by the vendor and/or work not being accomplished on time by the vendor

7.14 Use of Other Contracts:

The School Board reserves the right to utilize any other District contract, any State of Florida Contract, any contract awarded by any other city or county governmental agencies, any other school board, or any other community college/state university system cooperative bid agreement, in lieu of any offer received or award made as a result of this RFP, if it is in its best interest to do so. The School Board also reserves the right to separately bid/request proposals for any single project/item/service, or to purchase any item/service on this RFP if it is in its best interest to do so.

7.15 Default:

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

7.16 Legal Requirements:

It shall be the responsibility of the proposer to be knowledgeable of all federal, state, county and local laws, ordinances, rules and regulations that in any manner affect the items covered herein which may apply. Lack of knowledge by the proposer(s) will in no way be a cause for relief from responsibility.

7.17 Permits and Licenses:

The awarded vendor shall timely obtain and keep in force, at the vendor's expense, all permits and licenses required by applicable governmental authorities for the performance by the vendor of all covenants herein contained on the part of the vendor.

The awarded vendor is required to have the necessary permits and licenses required by law to conduct business in Polk County.

7.18 Authorization to Perform Under Contract:

All purchases must be properly authorized in advance. Vendors must first obtain a printed purchase order before commencing performance under a contract. Vendors shall take no directions to modify (increase, change, decrease, cancel) a purchase order, once issued, from anyone other than the District's Purchasing Department. Additional work must be authorized in advance by the Purchasing Department; at the discretion of the Purchasing Department either a change order to the original purchase order or a supplemental purchase order will be issued for the requested modification (increase, change, decrease, cancel). The vendor assumes all liability for any costs or damages incurred and payment will be denied for additional work if this procedure is not strictly followed.

7.19 Intellectual Property Rights:

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

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

7.20 Termination of Contract for Cause

In the event any provisions of this RFP are violated by the proposer(s), the Superintendent or designee will give written notice to the proposer(s) stating the deficiencies. If the deficiencies are not corrected within ten (10) days, recommendation will be made to the Superintendent for immediate cancellation. Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law. In the event the District shall elect to terminate this Contract for cause, the District shall notify the awarded vendor thereof in writing and shall therein specify the cause for such termination and the date that such termination shall be effective. When applicable the awarded vendor agrees (1) to vacate the facility on or before said date and (2) to remove the vendor's employees and property from the facility on or before said date.

Payment will be made to the awarded vendor for services that have been satisfactorily rendered, as determined by the District, prior to the effective date of termination. The awarded vendor shall have no further rights, and the District shall have no further obligation to the vendor, pursuant to this Contract subsequent to the date that this Contract is terminated for cause as aforesaid by the District.

Upon cancellation hereunder, the Board may pursue any and all legal remedies as provided herein and by law.

7.21 Gifts and Gratuities

No School Board employee may accept any gifts or other gratuities, the value of which exceeds Fifty Dollars (\$50.00), excluding instructional materials, from any party or a representative of any party doing business with the School Board. Giving or granting such gifts and/or gratuities to School Board employees shall be reason to request Board approval to deny future opportunities for work.

PROPOSAL PRICE FORM
Appendix A

A. Asbestos Services

During abatement, the cost associated with items A. 1. through A. 8. on the PROPOSAL PRICE FORM may be totaled when required for projects. The School Board of Polk County will not pay overtime on regularly scheduled jobs. Overtime is defined as time spent in addition to forty (40) hours per week on a given project.

1. Laboratory/On Site Analysis Services

a) Phase Contrast Microscopy (PCM) Air Samples with Report

1) (Per Sample) 6 Hour Results (RUSH) \$ _____

2) (Per Sample) 24 Hour Results \$ _____

b) Polarized Light Microscopy (PLM) Bulk Samples with Report

1) (Per Sample) 6 Hour Results (RUSH) \$ _____

2) (Per Sample) 24 Hour Results \$ _____

c) Transmission Electron Microscopy (TEM) Air Samples

1) (Per Sample) 6 Hour Results (RUSH) \$ _____

2) (Per Sample) 24 Hour Results \$ _____

3) (Per Sample) 48 Hour Results (RUSH) \$ _____

4) (Per Sample) 72 Hour Results \$ _____

2. Licensed Asbestos Consultant (Hourly rate) \$ _____

3. AHERA Inspector/Management Planner (Hourly rate) \$ _____

PROPOSAL PRICE FORM
Appendix A (continued)

During abatement, the cost associated with items A. 1. through A. 8. on the PROPOSAL PRICE FORM may be totaled when required for projects. The School Board of Polk County will not pay overtime on regularly scheduled jobs. Overtime is defined as time spent in addition to forty (40) hours per week on a given project.

A. Asbestos Services (continued)

- | | | |
|-----------|--|----------|
| 4. | Project Manager
(Hourly rate) | \$ _____ |
| 5. | Field Technician
(Hourly rate) | \$ _____ |
| 6. | Draftsman
(Hourly rate) | \$ _____ |
| 7. | Asbestos Training, 2 Hour Class, up to 15 People
(Per session) | \$ _____ |
| 8. | Asbestos Training, 16 Hour Class, up to 15 People
(Per session) | \$ _____ |

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PROPOSAL PRICE FORM
Appendix A (continued)

B. Indoor Air Quality Services

1. Baseline Study

a) Certified Industrial Hygienist (Hourly rate) \$_____

b) Staff Industrial Hygienist (Hourly rate) \$_____

2. Laboratory Analysis Services

a) Bacteria (Percentage markup per Sample*) _____%

b) Mold/Fungus (Percentage markup per Sample*) _____%

c) Volatile Organic Compounds Profile (Percentage markup per Sample*) _____%

d) Aldehydes Profile (Percentage markup per Sample*) _____%

3. Indoor Air Quality Training, 4 Hour Class, up to 15 People (Per session) \$_____

C. Lead Services

1. Certified Industrial Hygienist (Hourly rate) \$_____

2. Staff Industrial Hygienist (Hourly rate) \$_____

*** Awarded proposers must submit a copy of the invoice from the supplier with any charges for audit purposes.**

PROPOSAL PRICE FORM

Appendix A (continued)

C. Lead Services (continued)

3. Testing

a) Paint Chip

1) (Per Sample) 48 Hour Results

\$ _____

2) (Per Sample) 72 Hour Results

\$ _____

**b) X-Ray Fluorescent (XRF)
(Per Sample)**

\$ _____

**c) Volatile Organic Compounds Profile
(Per Sample)**

\$ _____

**4. Lead Awareness Training, 2 Hour Class, up to 15 People
(Per session)**

\$ _____

D. Radon Services

**1. Certified Radon Technician
(Hourly rate)**

\$ _____

**2. Certified Radon Specialist
(Hourly rate)**

\$ _____

3. Testing

**a) Activated Charcoal Canister
(Per Sample)**

\$ _____

**b) Alpha Track Samples
(Per Sample)**

\$ _____

**c) Soil Samples
(Per Sample)**

\$ _____

PROPOSAL PRICE FORM
Appendix A (continued)

E. Expert Witness Services

- | | | |
|----|---|----------|
| 1. | Certified Industrial Hygienist
(Hourly rate) | \$ _____ |
| 2. | Staff Industrial Hygienist
(Hourly rate) | \$ _____ |
| 3. | Professional Engineer
(Hourly rate) | \$ _____ |
| 4. | Professional Geologist
(Hourly rate) | \$ _____ |

F. Other Environmental Services

- | | | |
|-----|--|----------|
| 1. | Professional Engineer
(Hourly rate) | \$ _____ |
| 2. | Professional Geologist
(Hourly rate) | \$ _____ |
| 3. | Senior Environmental Engineer
(Hourly rate) | \$ _____ |
| 4. | Environmental Field Technician
(Hourly rate) | \$ _____ |
| 5. | Certified Industrial Hygienist
(Hourly rate) | \$ _____ |
| 6. | Senior Industrial Hygienist
(Hourly rate) | \$ _____ |
| 7. | Industrial Hygienist Technician
(Hourly rate) | \$ _____ |
| 8. | Project Manager
(Hourly rate) | \$ _____ |
| 9. | Draftsman
(Hourly rate) | \$ _____ |
| 10. | Clerical
(Hourly rate) | \$ _____ |

DRUG FREE WORKPLACE CERTIFICATION FORM

In accordance with Florida Statute 287.087, preference shall be given to businesses with drugfree workplace programs. Whenever two or more bids which are equal with respect to price, quality, and service are received by the State or by any political subdivision for the procurement of commodities or contractual services, a bid received from a business that certifies that it has implemented a drug-free workplace program *shall be given preference* in the award process. Established procedures for processing tie bids will be followed if none of the tied vendors have a drug-free workplace program. In order to have a drug-free program, a business shall:

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

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

(vendor's signature)

SUBMITTALS CHECKLIST

To help ensure that you include all the submittals necessary to complete your proposal packet, we suggest that you use this checklist as a reminder to yourself, by placing a check in each box in the **Verified** column indicating that the item is included in your bid packet. Include this completed checklist along with your proposal. Items checked **Required** must be submitted at the time you submit your proposal packet or your proposal may be declared non-responsive and may not be considered.

Verified	Required	Requested	Description of Submittal	Page No.
	x		Completed and signed REQUIRED RESPONSE FORM	1
	x		Submittal 1: Experience and Qualifications of Firm	9 & 10
	x		Submittal 2: Experience and Qualifications of Staff	10
	x		Submittal 3: Cost of Services	11
	x		Include (6) copies of your response an original and (5) duplicate sets.	
		x	Completed and signed Drug Free Workplace Certification Form (optional)	30